Instruction to Tenderers

for

The Project	Tooreen Aghamore Group Water Scheme Society Limited. Water Meter Upgrade and Network Improvement Works Phase 2

using the

Open Procedure for WORKS CONTRACTORS

where the Contract to be awarded is PW-CF1, PW-CF2, PW-CF3, PW-CF4 or PW-CF5

Office of Government Procurement

Instructions to Tenderers
for Works Contractors
under an Open Procedure
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Preface

The Employer is making these documents available to those expressing an interest in tendering for the contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

The Employer makes no representation, warranty, or undertaking in or in connection with these documents. The Employer has not authorised anyone to make any representation in connection with these documents on its behalf, and Tenderers should not rely on any representation purportedly made on the Employer's behalf in connection with them. Neither the Employer nor its officers, employees, or advisers will have any liability in connection with these documents. Tenderers must make their own assessment of the adequacy, accuracy, and completeness of these documents.

The Employer reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the Works in another way. If this happens, neither the Employer nor its officers, employees, or advisers will be liable to any Tenderer or other person. The Employer also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Employer does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract for the Works with anyone.

Neither the Employer nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this competition. There will be no contract between any Tenderer and the Employer concerning the subject of these documents (except for the Tenderer's irrevocable offer to be bound by its Tender for the period stated) unless and until the Contract has been entered by issue of a Letter of Acceptance or Tender Acceptance. These Instructions to Tenderers will not be part of any Contract.

These documents are being made available on the terms stated in these Instructions to Tenderers. They are not being distributed to the public, and have not been filed, registered, or approved in any jurisdiction. Possession or use of these documents contrary to any law is prohibited. Recipients must inform themselves of and observe all laws concerning the possession and use of these documents.

Recipients of these Instructions to Tenderers must treat these documents, their Tenders, and their participation in this competition as confidential. They must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

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Preface, Continued

The Employer is entitled to disclose information about this competition, including the identity of those expressing interest, to any person. If a Tenderer considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated, and clear and substantive reasons should be given. The Employer will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 2014, but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this competition, or its management, or its proposed consultants or subcontractors (including Specialists), have or have had any other interest in or involvement in relation to the Works (including any involvement with the Employer or any involvement with another Tenderer's Tender), the Tenderer must disclose this to the Employer as soon as it becomes apparent to the Tenderer. The Employer will decide on the appropriate course of action.

It will be a condition of the award of the Contract that the successful Candidate shall, for the term of the contract, comply with all EU and domestic tax laws. Prior to the award of the Contract arising out of this competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Employer. By supplying these numbers the successful Tenderer acknowledges and agrees that the Employer has the permission of the successful Tenderer to verify its tax cleared position online.

Tenderers may obtain information regarding their obligations concerning

- taxation from the Revenue Commissioners (www.revenue.ie)
- environmental protection from the Environmental Protection Agency (www.epa.ie)
- employment protection and working conditions from the Workplace Relations Commission (www.workplacerelations.ie)

1. Introduction

1.1 This procedure

These documents set out the suitability assessment criteria, the award criteria and the evaluation and award process which will be followed by the Employer in making the assessment of which tender is either the lowest price or the most economically advantageous. The documents also set out the information which must be supplied by Tenderers. Tenders must be submitted in accordance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Contracting Authority, whose decision in the matter shall be final.

1.2 These documents

The documents being made available to those Applicants expressing interest are:

Documents (when fully completed by the relevant parties) to be included in the Contract

- Volume A: Works Requirements
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
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Also included in the contract but not part of the documentation being made available to Applicants at the start of the tendering period is the Letter of Acceptance or Tender Acceptance, the Agreement (where relevant), and the Conditions of Contract which the Employer issues at award stage. The successful Tenderer's Works Proposals will also be part of the Contract. Furthermore, any post tender clarifications that are part of the contract will be included in the letter of Acceptance or attached to the Tender Acceptance.

Documents not to be included in the Contract

- the invitation letter
- these Instructions (other than Annex II Appendix 2 (if required to be submitted with tender))
- Suitability Questionnaire(s) as follows:
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- the information referred to in Appendix 3 to these Instructions
- any other information made available to Applicants not stated to amend the Contract documents.

Further information may be issued as described in the information referred to in Appendix 3 to these Instructions

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1. Introduction, Continued

1.3 The Contract

If the Employer enters a Contract for the Works, it will do so by issuing a Letter of Acceptance or Tender Acceptance. The Contractor and the Employer will subsequently execute an Agreement. The Contract, if formed, will consist of:

- the Agreement
- the Letter of Acceptance or Tender Acceptance to be issued by the Employer and any post-tender clarifications listed in it
- the form of Conditions identified in the Particulars,
- the Works Requirements (Volume A)
- Form of Tender and Schedule (Volume B)
- the completed Pricing Document (Volume C)
-
- Works Proposals to be submitted with the Tender (where required)
- Parent Company Guarantee (Annex II to Appendix 2 of these Instructions)
- Where required, collateral warranties from Specialists.

None of the following will form part of any Contract:

- the invitation letter
- these Instructions
- Suitability Questionnaire(s)
- the information referred to in Appendix 3 to these Instructions
- any other information issued to Applicants not stated to amend the Contract documents
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions (other than Annex II to Appendix 2 of these Instructions))
- any other information submitted with Tenders and not called for in these Instructions.

2. Communications

2.1 Contact

All communications with the Employer concerning this competition must be in writing (which includes email), and with the Employer's contact person identified in the Particulars (as may be amended by supplemental information – see Section 2.2 below).

2.2 Supplemental information

The Employer may issue supplemental information about this competition on the e-tenders website www.etenders.gov.ie. Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will become part of the Contract only if it is stated to amend the Contract documents.

The Employer will not normally issue supplemental information later than the date stated in the Particulars.

2.3 Queries

Queries may be raised in writing by email using the contact details for queries stated in the Particulars. Queries must be raised as soon as possible, and should be raised in any event no later than when stated in the Particulars. The Employer has no obligation to respond to queries although the Employer may at its discretion respond to queries raised after that date. If the Employer responds to a query, it will issue the response on the e-tenders website, unless the query has been clearly designated as confidential. If the query has been designated as confidential, and the Employer decides that the response should be published on the e-tenders website, the Employer will so notify the person raising the query, who will have the option of withdrawing the query or having any response sent to all Applicants. The Employer may under section 2.2 still issue any information it considers appropriate on the e-tenders website following withdrawal of the query.

Responses to queries will not be part of the Contract, unless they state that they are amending the Contract documents.

If a person intending to submit a Tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Employer, even after the time for submitting queries has expired.

2.4 Other

Not applicable

3. Tenderers

3.1 Name

Each Tenderer must sign the Form of Tender using the Tenderer's full correct legal name and this shall be the same as that on the Pre-qualification Questionnaire. Those signing shall be authorised to sign on behalf of the Tenderer and this signature must be witnessed.

3.2 Parent company

If a Tenderer has relied on the capacity or qualifications of a parent company in a Suitability Questionnaire, the Tenderer must state in the Schedule, Part 2B submitted with its Tender that the parent company will supply a parent company guarantee in the form in the Works Requirements, and must include with the Tender an undertaking of the parent company to give that guarantee, as set out in Annex II Appendix 2 to these Instructions.

3.3 Joint ventures

If a Tenderer is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must sign the Form of Tender (See also 5.12 below). Where the role of Health and Safety Supervisor is to be provided the party providing that skill for the Tenderer must be an individual or a company (i.e. a body corporate) that constitutes an acceptable entity.

3.4 Exclusion Grounds

A Tenderer may be excluded if, to the Employer's knowledge at the time of the award decision, any of the circumstances outlined in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 that are listed by the Employer in the Suitability Assessment Questionnaire apply to the Tenderer.

4. (Not Used)

5. Requirements for Tenders

5.1 Delivery

Tenders must be received at the place stated in the Particulars, at or before the latest time stated in the Particulars (or a later date and time advised by the Employer to Applicants) in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.

The completed tender documents should be sent in the manner described in the Particulars.

Tenders received late will not be considered.

All Tenders received on time will be opened promptly after receipt.

5.2 Tender Documents

Attached to these Instructions are the documents listed in the Particulars under *Tender Documents*. Documents listed in the Particulars as *Documents to be included in the Contract* or any amendment to them which have been made available to Applicants will form part of the Contract. These will include[1]:

- the Agreement
- the form of Conditions identified in the Particulars,
- Works Requirements
- The completed Form of Tender and Schedule
- the Pricing Document
- Works Proposal Quality Control (Vol D)
- Form of Collateral warranty from Specialists (where required) fully completed.
- the Letter of Acceptance or Tender Acceptance issued by the Employer and any post-tender clarifications listed in the letter or attached to the Tender Acceptance
- Works Proposals to be submitted with the Tender (where required)
- Parent Company Guarantee to be submitted with tender (where required).

All other documents, including *Documents for information purposes only* made available to Applicants will not form part of the Contract such as:

- The invitation letter
- These Instructions
- the information referred to in Appendix 3 to these Instructions
- any other information issued to Applicants not stated to amend the Contract documents.
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions (other than Annex II to Appendix 2 of these Instructions).
- any other information submitted with Tenders and not called for in these Instructions or in post tender clarifications.

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[1] This is not an exhaustive list.

5. Requirements for Tenders, Continued

5.3. Copies

Tenders must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

5.4 Format

Tenders will consist of:

- the completed Form of Tender and attached completed Schedule (Volume B) executed as indicated in the Particulars.
- completed Suitability Questionnaire(s)
- the completed Pricing Document (Volume C)
- Works Proposals containing the information specified in Appendix 1 to these Instructions
- additional information specified in Appendix 2 to these Instructions.

Where delivery is required by hand or prepaid registered post, the originals of Volume B and Volume C must be returned completed in ink.

If Volumes B or C have been amended by supplemental information, Tenderers must use the most recently issued versions.

Tenderers must fill in all the spaces in the Schedule (i.e. Works Proposals in Part 1 and all of Part 2) reserved for the Tenderer. No amendments or alterations to the Form of Tender or attached Schedule are permitted. Any such amendments/alterations may result in the Tenderer's tender being rejected.

5.5 Language

Tenders and all information included with them must be in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

5.6 Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not included in Volume B or Volume C or specified in these documents.

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5. Requirements for Tenders, Continued

5.7 Pricing

Unless otherwise stated, all sums given in Tenders must be in euro, to two decimal places.

Tenderers must not insert additional items in the Pricing Document, except where permitted to do so by the Pricing Document, or make any alterations to the Pricing Document.

Amounts must be included wherever required in the Form of Tender, the Schedule, Part 2, and the Pricing Document. Blank spaces, the terms 'nil' or 'included', or dashes or the like must not be used. Where zero is a permitted entry, it must be stated as '0.00' (see also "Tender Evaluation" at Appendix 5 if applicable).

Tenderers must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Tenderer to benefit disproportionately from clauses 10.6.4 or 10.7 of the Conditions or, if it would be a compensation event under the Contract, a difference between the Contract value of the Works according to the quantities and descriptions in the Bill of Quantities and the Contract value of the Works described in the Works Requirements.

Each amount in the Pricing Document except an item described as an 'adjustment item' must cover the full inclusive value (excluding value-added tax) of the relevant work, and, where applicable, a fair allocation of the tendered Contract Sum.

All items and quantities in any Bill of Quantities must be priced.

Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in any Bill of Quantities.

If a Bill of Quantities includes an item described as an 'adjustment item', the amount inserted must not exceed __5____ % of the tendered Contract Sum.

If a Bill of Quantities includes method-related charges, the total amount of method-related charges must not exceed __5__% of the tendered Contract Sum.

If any tender does not comply with this section 5.7, the Employer may proceed according to sections 7 or 8.

5.8 Value-Added Tax

The Form of Tender states whether and to what extent, the tendered Contract Sum includes value-added tax (VAT). The amounts in the Schedule, Part 2 exclude VAT. The Pricing Document excludes VAT unless otherwise stated in the Pricing Document.

If the Pricing Document includes a schedule of items that are not construction operations subject to Relevant Contracts Tax (and therefore to reverse-charge VAT), and, in the Employer's opinion, the categorisation of an item, the VAT rate stated, or the value stated is not correct, the Employer may invoke section 8.2.

5.9 Date for Substantial Completion

The Particulars state whether the Date for Substantial Completion of the Works (and any Sections) is stated in Schedule, Part 1 or is to be tendered. If the Date for Substantial Completion of the Works (or Sections) is to be tendered, the tendered dates must be between any earliest and latest dates stated in the Particulars.

Continued on next page

5. Requirements for Tenders, Continued

5.10 Specialists

Tenderers must name in the Schedule, part 2E (as well as in Suitability Questionnaire(s), where required) any Specialists called for in that part. Works Proposals must also include any details about Specialists called for in Appendix 1 to these Instructions.

If a Tenderer names Specialists in its Suitability Questionnaire(s) submission for this competition, the Tenderer must name those same Specialists (having met the suitability standard) in the Schedule, part 2E.

Tenderers must also provide a letter from each Specialist named in the Works Requirements or in the Schedule, part 2E, agreeing to enter a contract with the Tenderer to perform the identified element if the Tenderer is awarded the Contract.

This paragraph is only relevant if there are panels of Specialists listed in the Works Requirements and an Applicant wishes to change a specialist listed in the Works Requirements by offering an alternative. If a change is proposed it should be indicated in writing with a new suitability assessment questionnaire for the proposed new Specialist to the Employer before the last date stated in the Particulars. Furthermore, it should also clearly name the proposed alternative Specialist in the Schedule, part 2E provided the alternative has not already been rejected by the Employer. If a change is being proposed the Applicant must submit a completed Suitability Assessment Questionnaire for the alternative Specialist providing the same level of information as was required for the listed Specialist in the Works Requirements. The Employer will conduct a suitability assessment of the alternative Specialist on the same basis as the original procedure used for listed Specialist in the Works Requirements. Following the assessment, if the Employer concludes that the Applicant's Specialist has not received sufficient marks equal to or greater than the marks obtained by the panel Specialist with lowest marks, the Applicant may not include that Specialist in the tender submission. However it may opt to include one of the panel Specialists provided it has named the panel Specialist in Schedule Part 2E and has included a letter from that Specialist agreeing to enter a contract with the Tenderer to perform the identified element if the Tenderer is awarded the contract.

If an Applicant proposes an alternative Specialist before the last date to make such a proposal (as stated in the Particulars) including submitting a Suitability Assessment Questionnaire for the proposed Specialist, the Employer shall notify the Applicant of the decision on the Specialist before the last date for submitting tenders.

After Tender submission and before issue of a Letter of Acceptance or Tender Acceptance, if a Tenderer demonstrates to the Employer's satisfaction that any of the insolvency events listed in sub-clause 12.1.1(11) of the Conditions has occurred to a Specialist whose letter of agreement was submitted with the Tender, or that such a Specialist has repudiated the letter of agreement (a letter from the Specialist setting out the reasons for the repudiation will be required), the Tenderer may, with the Employer's consent, propose a substitute Specialist, and the above provisions for substitution apply.

Note: If Specialists are not required for a particular project the words 'not applicable' should be entered by the Contracting Authority opposite the relevant reference (i.e. section 5.10) in the Particulars.

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5. Requirements for Tenders, Continued

5.11 Project Supervisor

The Contractor or its nominee will be appointed as project supervisor for the construction stage (or for both the design process and the construction stage) under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Schedule.

If the Tenderer names a proposed project supervisor for the construction stage (or for the design process and the construction stage) in a Suitability Questionnaire, the Tenderer must name in Works Proposals the project supervisor(s) so named.

If the Tenderer has not named a nominee in its suitability assessment submission for appointment as project supervisor for the construction stage (or for the design process and the construction stage, if required by the Works Requirements) the Tenderer will be taken to offer to act in the role itself, and the Contract, if awarded to the Tenderer, will require the Tenderer to accept the role. In this case, the Tenderer must be a competent individual or body corporate.

5.12 Tender execution

When the Particulars indicate that the Form of Tender is to be sealed, this must be done as follows:

- if the Applicant is a company with a common seal, its common seal must be affixed to the Form of Tender and properly authenticated. If the Form of Tender is to be executed under a power of attorney, the attorney must affix his or her seal to the Form of Tender, and the power of attorney must be provided if requested by the Employer;
- if the Applicant is an individual, he or she must sign, seal, and deliver the Form of Tender and the execution must be witnessed.

Where the Particulars do not indicate that the Form of Tender is to be sealed, the Form of Tender must be signed as follows:

- if the Applicant is a company, the signature must be that of a director and the execution must be witnessed;
- if the Applicant is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
- if the Applicant is a partnership, joint venture or consortium, then each partner must sign the Form of Tender and the execution must be witnessed.
- if the Applicant is a company registered elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. If so requested by the Employer a legal opinion that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered may be requested by the Employer following the submission of tenders and must, if requested, be provided at the Applicant's cost.

The successful Tenderer will be required to execute the Agreement in the same manner as the Form of Tender.

5.13 Deposits

The Deposit required for tender documents as stated in the Particulars will be refundable to all tenderers that submit *bona fide* tenders that are not subsequently withdrawn. The deposit is to cover the cost incurred by the Contracting Authority in preparing the relevant tender documents.

6. Number of Tenders, Mandatory Options and Variants

6.1 Terminology

An **option** is a Tender *required* under section 6.2 below.

A **variant tender** is a Tender complying with section 6.3 below and identified as a variant tender.

A **standard tender** is a Tender that is not a variant tender.

6.2 Mandatory options

If the Particulars state that any mandatory options are required, the Tenderer must submit a separate Tender for each option stated in the Particulars

6.3 Variant tenders

Unless otherwise stated in the Particulars, variant tenders are not permitted.

If the Particulars state that any variant tenders are permitted, a variant tender must comply with these minimum requirements set out in the Particulars.

If so stated in the Particulars, variant tenders may be submitted only by a Tenderer who also submits a standard tender.

If not so stated, variant tenders may be submitted without submitting a standard tender.

6.4 Number of tenders and marking

The maximum number of Tenders that a Tenderer may submit is stated in the Particulars. If more than one Tender per Tenderer is permitted, each Tender must be submitted separately and must, except as otherwise permitted or required by this section 6, be complete, without referring to the contents of any other Tender. Each Tender must have a unique identifier, which must be stated on each envelope or box containing the parts of the Tender. The identifier must state whether the Tender is standard, a mandatory option, or a variant tender, and, if there are options, must identify the option.

7. Non-Compliant Tenders

If a Tenderer fails to comply in any way with these Instructions, the Employer may (but is not obliged to) disqualify the Tenderer concerned as non-compliant, and reject any Tender concerned, and, without prejudice to this right, the Employer may (but is not obliged to) seek clarification or further information (that does not materially alter a Tender) from the Tenderer in respect of the relevant tender or take any other step permitted by law, including the principles of equal treatment, non-discrimination, transparency and proportionality.

8. Corrections, unbalanced and abnormal tenders and rates, and permitted adjustments

8.1 Errors

The Employer may, without any responsibility for this, examine the Pricing Document for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices, with value-added tax added, does not add up to the tendered Contract Sum.

The Employer will decide which amounts and rates are to be adjusted.

Instead of adjusting the amounts added, the Employer may in its discretion adjust an item described in the Pricing Document as an 'adjustment item'.

No adjustment made under this section 8.1 will affect the tendered Contract Sum or the Comparative Cost of the Tender.

The Employer reserves the right to open all Pricing Documents from tenderers without the need to revert to the tenderers for permission.

8.2 Unbalanced Tenders

If, in the Employer's opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 8.1 above) do not reflect a fair allocation of the tendered Contract Sum, or the last sentence of section 5.7 applies, the Employer may (but is not obliged to) do either or both of the following:

- require the Tenderer to provide a breakdown of any tendered amounts, to show that they reflect a fair allocation of the tendered Contract Sum and
- invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the tendered Contract Sum or having any effect on the Comparative Cost of the Tender.

The Employer will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Contract Sum disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in the tender and in response to a requirement under this section 8.2), the Employer is of the view that the Tenderer's tendered rates or prices in the Pricing Document do not reflect a fair allocation of the tendered Contract Sum, the Employer may reject the tender.

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8. Corrections, unbalanced and abnormal tenders and rates, and permitted adjustments Continued

8.3 Abnormally low tenders, abnormally high or low rates or prices

If, in the Employer's opinion, the tendered Contract Sum is abnormally low or any tendered amounts (including the rates tendered in the Schedule, part 2) are abnormally low or abnormally high, the Employer may require the Tenderer to provide details of the constituent elements of the tendered Contract Sum or the tendered amounts. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public Authority Contracts) Regulations 2016. Any failure to provide such information, when requested, may exclude the tender from further consideration. If, having considered the information provided, the Employer is of the view that either the Contract Sum is abnormally low or any tendered amounts are abnormally low or abnormally high, the Employer may reject the Tender.

No adjustment made under this section 8.3 will affect the tendered Contract Sum or the Comparative Cost of the Tender.

8.4 Permitted adjustment for Standing Conciliator Fee

This section shall only apply where a Reserved Sum is included in the Pricing Document should a Standing Conciliator be required in part 1N of the Form of Tender and Schedule. The Tendered Contract Sum of the Successful Tenderer will be adjusted to arrive at the final Tendered Contract Sum for the Works by deleting the Reserved Sum in the Pricing Document and replacing it with 50% of the total agreed lump sum fee for the Standing Conciliator.

9. Assessment of Tenders

9.1 Award Criteria

The award criterion is the most economically advantageous Tender meeting the specified minimum criteria (if any), including those in the Suitability Questionnaire(s.

The assessment of the most economically advantageous Tender will be made on the basis of the award criteria in the Particulars.

Options, variant tenders, and standard tenders will be assessed according to these criteria.

9.2 Clarification

The Employer may seek clarification or further information or both from one or more Tenderers. The Employer may meet with one or more Tenderers for these purposes. The Employer will confirm to the Tenderer concerned in written minutes any clarification arising from a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also section 10.4.

9.3 Compliance

The Employer may assess whether any of the grounds for exclusion in section 3.4 above apply. The Employer may assess whether Tenderers meet the suitability criteria in the Suitability Questionnaire(s).

The Employer will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 8 above.

Following the assessments under this section 9.3, the Employer may proceed according to sections 7 or 10 whichever is appropriate.

9.4 Review

A Tenderer who disputes a decision of the Employer about whether a Tender complies with this ITT must in the first instance raise the matter with the Employer within 7 days of the matter coming to its attention. Failing resolution of the matter, the Tenderer may, within 7 days after receiving the Employer's response, request the Employer in writing to refer the matter to Mato Co Co (the Sanctioning Authority) for review and recommendation.

Within 7 days of receiving the Tenderer's request, the Employer should submit to the Sanctioning Authority a statement giving reasons for the initial decision together with a copy of the Tenderer written request. A copy of the Employer's statement should also be forwarded at the same time to the Tenderer. The Tenderer may then make a further written submission to the Sanctioning Authority within 7 days.

Any review or recommendation by the Sanctioning Authority will not be binding on the Employer or the Tenderer, and will not affect their rights or obligations.

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9. Assessment of Tenders, Continued

9.5 Assessment of comparative cost

The Employer will assess the Comparative Cost of each Tender using the template in Appendix 5 to these Instructions.

For the purpose of assessing the Comparative Cost of Tenders only, the Employer will assume that there will be Compensation Events involving payment of the amounts stated in Appendix 5 to these Instructions.

The Comparative Cost of Tender will be carried out to each Tender before the adjustment referenced in section 8.4 is carried out for the agreed lump sum fee for the Standing Conciliator (where applicable).

9.6 Assessment of other criteria

Please refer to 'Tooreen Aghamore Group Water Scheme Society Limited Water Meter Upgrade and Network Improvement Works Phase 2 Works Proposal Quality' document enclosed within Appendix D and issued as part of the tender documents.

9.7 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Employer, in a Tender or otherwise, including in a Suitability Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Employer as soon as it becomes aware of this.

If it comes to the Employer's attention that

- there has been a change in circumstances concerning a Tenderer that could affect the Employer's assessment of that Tenderer's Tender or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Employer may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Employer.

10. Award Process

10.1 Tender validity period

The Employer may accept a Tender any time within the time stated in the Particulars.

10.2 Notification

As soon as practicable after reaching the award decision, the Employer will inform all Tenderers of the decision.

If the EU procurement rules apply the notification to the Tenderer to whom the Employer has decided to make an award should be in the form of Model Letter O.eu6 *Letter to Successful Tenderer.* The notification to the other compliant Tenderers should be in the form of Model Letter O.eu7 *Letter to Unsuccessful Tenderer* and should issue at the same time as the *Letter to Successful Tenderer.* The notification to non-compliant or eliminated Tenderers where a period of 30 days has not elapsed between the letter notifying them of their non-compliance/elimination and the date that letters are sent to Successful and Unsuccessful Tenderers should be in the form of Model Letter O.eu8. This letter must be sent by the Contracting Authority at the same time as the Letter to Successful Tenderer and the Letter to Unsuccessful Tenderers for the Standstill Period to be valid.

If the EU procurement rules do not apply the notification to the Tenderer to whom the Employer has decided to make an award should be in the form of Model Letter O.na6 *Letter to Successful Tenderer.* The notification to the other compliant Tenderers should be in the form of Model Letters O.na7 *Letter to Unsuccessful Tenderer* and should issue at the same time as the *Letter to Successful Tenderer.*

To take account of inflation between the Designated Date and the Contract Date, the Employer will calculate, in accordance with the formula in Appendix 4 to these Instructions, the numerical value of the Applicable Factor (Contractor) to be inserted in the Tender and Schedule, part 3D. The Applicable Factor (Contractor) is to be applied, after the Contract Date, to adjust the successful Tenderer's rates in the Pricing Document in accordance with sub-clause 11.1.3 of the Contract. If the application of the formula would result in a reduction to the tendered rates in the Pricing Document, the number one (1) shall be inserted in the Tender and Schedule, part 3D as the number of the Applicable Factor (Contractor).

The Letter to Successful Tenderer shall inform the successful Tenderer of the numerical value of the Applicable Factor (Contractor) calculated in accordance with the formula in Appendix 4. If the CSO has published a Relevant Index Figure after the date of the Letter to Successful Tenderer and prior to the day which is the day before the Letter of Acceptance, then using the latest available such published figure, the Employer will, apply the formula in Appendix 4 and, where applicable, revise the calculation of the Applicable Factor (Contractor) and will notify the successful Tenderer in writing of the revision (if any). Both (i) the number of the Applicable Factor (Contractor) and (ii) the month and year of the Relevant Index Figure identified as having been used to arrive at the most recent Applicable Factor (Contractor) shall be inserted by the Employer in the Tender and Schedule, parts 3D and 3E respectively, prior to the issue by the Employer of the Letter of Acceptance.

Continued on next page

10. Award Process Continued

10.2 Notification

Where the Employer names a Specialist in the Tender and Schedule, part 3B, the relevant numerical value of the Applicable Factor (Specialist) that will be used to adjust the tendered rates of the named Specialist in accordance with sub-clause 11.1.3 of the Contract, will be inserted in the Tender and Schedule, part 3B. The Employer shall also insert the Applicable Factor (Specialist) in the Schedule or Appendix (as applicable) for the relevant Specialist sub-contract.

Where a contract is regulated by the EU procurement rules the Employer will not issue the *Letter of Acceptance (M.F. 1.4) or Tender Acceptance* earlier than 14 days in the case of communicating electronically, or 16 days in the case of ordinary post after notifying all Tenderers of the award decision.

The *Letter to Successful Tenderer* will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Letter of Acceptance or Tender Acceptance.*

10.3 Letter to Successful Tenderer

Whichever *Letter to Successful Tenderer* issues (O.eu6 or O.na6) it should request the Tenderer to submit to the Employer any or all of the following:

- the performance bond required under the Contract
- evidence of the insurances required by the Contract
- evidence of tax compliance from the Revenue Commissioners
- any required appointment as project supervisor for the construction stage or the design process and the construction stage
-

If the Tenderer to whom such a *Letter to Successful Tenderer* is addressed does not submit the documents as required within the time allowed, the Employer may

- Proceed according to the process in section 10.2 above to initiate award to the Tenderer who submitted the next most economically advantageous Tender, or lowest priced, or
- Allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or
- Issue the Letter of Acceptance or Tender Acceptance to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided) [2].

10.4 Letter of Acceptance or Tender Acceptance

The Employer may issue the *Letter of Acceptance or Tender Acceptance* at any time during the Tender validity period referred to in section 10.1 above.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 9.2), will be referred to in any *Letter of Acceptance or Tender Acceptance* of the clarified Tender, and will be included in the Contract.

Continued on next page

[2] A contract should not be awarded to any firm which cannot provide evidence of tax clearance except as a last resort. In such a case, the advance approval of the Department of Finance must be obtained.

10. Award Process Continued

10.5 Agreement

Following issue of the *Letter of Acceptance*, the Employer will inform the Contractor of the arrangements for the execution of the Agreement. The Contractor will be required to execute the Agreement under seal unless the Particulars say that the Contract may be executed under hand.

10.6 Award Notice

The Employer will, after award, send an award notice (if appropriate) to the Publications Office of the European Union, if so required by law. This notice may include disclosure of the contract price.

Glossary of terms used in these Instructions

Terms defined in the Conditions of the Contract identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

Term	Meaning
Applicable Factor (Contractor)	the number which is the product of the formula set out at Appendix 4 to these Instructions. The Applicable Factor (Contractor) will be inserted by the Employer in Part 3D of the Tender and Schedule prior to the issue of the Letter of Acceptance.
Applicable Factor (Specialist)	the number, for a Specialist named by the Employer in the Tender and Schedule, part 3B, which is calculated in accordance with the formula set out in the Instructions to Tenderers issued by the Employer for the competition for the relevant named Specialist. The Applicable Factor (Specialist) will be inserted by the Employer as follows: (i) in Part 3B of the Tender and Schedule prior to the issue of the Letter of Acceptance to the Contractor by the Employer; and (ii) in the relevant part of the Tender and Schedule or Appendix (as applicable) for the named Specialist.
Applicant	a person (or group of persons) who applies for tender documents but has not submitted a tender.
Comparative Cost	a tendered Contract Sum adjusted, for tender assessment purposes only, according to section 9.5 above
Contract	the contract that may be awarded by the Employer for the Works at the end of the competition
Novated Specialists	Novated Specialists are those whose contract with the Employer is to be novated to the Contractor. They are listed in Part 1F (iii) to the Form of Tender and Schedule.
Relevant Index Figure	'Relevant Index Figure' means the published index figure for the relevant month for the category "All Materials" in Table 3 (Detailed Wholesale Price Indices (ex VAT) for Building and Construction Materials, Base: Year 2015=100) of the Statistical Release for Wholesale Price Index published by the Central Statistics Office (CSO).

Continued on next page

Glossary of terms used in these Instructions, Continued

Term	Meaning
Specialist sub-contract Conditions	The conditions of contract under which the Contractor appoints a Specialist named by the Employer in the Tender and Schedule, part 3B.
this competition	the award process for which these Instructions is issued
these documents	these Instructions and the invitation letter and other documents issued with it and any additional information issued by the Employer to Tenderers in connection with the competition
these Instructions	• this volume, including the Preface at the start, Particulars and Appendices • other information or instructions issued by the Employer to Tenderers in connection with the competition not stated to amend the Contract documents
Tender	a tender for the Contract, including the completed Form of Tender, completed Schedule and completed Pricing Document
Tenderer	a person (or group of persons) who submits a Tender [2014/24/EU Article 2(1)(11) and SI No 284 of 2016 Regulation 2(1)]

Particulars

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tender (ITT).

Tender for	Tooreen Aghamore Group Water Scheme Society Limited Water Meter Upgrade and Network Improvement Works Phase 2
Comprising	Replacement of and provision of new water distribution pipelines, consumer meters and bulk flow meters including data loggers
At	Tooreen Aghamore
For	Tooreen Aghamore Group Water Scheme Society Limited
Using (Instructions section 1.3)	The form of Conditions set out in the Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer with a cited revision reference commencing with v2 published on http://constructionprocurement.gov.ie/contracts/ on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).

Employer's contact details (Instructions section 2.1)	Tooreen Aghamore Group Water Scheme Society Limited	
	C/O Ó Conaire Consulting Engineers Main Street Ballindine Co. Mayo	
	Phone: +353949385020 Email: info@occengineers.ie	Fax:

Supplemental Information and Queries (Instructions sections 2.2, 2.3)	Latest date for queries	20--11-2026
	Date after which Employer will not normally issue supplemental information or responses to queries	24-11-2026

Employer's contact details for queries (Instructions section 2.3)	Ó Conaire Consulting Engineers	
	Main Street Ballindine Co. Mayo	
	Phone: +353949385020 Email: info@occengineers.ie	Fax:

Change panel Specialist [Instruction Section 5.10]	Not Applicable	Not Applicable

Timetable for Competition

Contract Notice date:	*Not Applicable*	Reference:	*Not Applicable*
Issue Tender Documents:	*10-10-2026*		
Receipt of Tenders:	As indicated under “Tender Date”		
Interviews (if required):			
Decision on Contract Award:			

Tender Date (Instructions section 5.1)

Latest date and time for submission of Tenders: 04/12/26 1600

Tender submissions (in writing) must be sent to (Instructions section 5.1)

etender
etenders

Delivery by (Instructions section 5.1)

Electronic submission only Where delivery is by hand or registered prepaid post, Tenderers should obtain a signed receipt acknowledging delivery.

Copies (Instructions sections 5.2)

Number of Paper Copies of Tender	N/A
Number and type of Electronic Copies of Tender:	All documents uploaded via eTenders

Other (Instructions section 2.4)

Not Applicable.

Tender Documents (Instructions section 5.2)	Attached to these Instructions are the following documents, divided into the two categories set out below: **Documents to be included in the Contract** Volume A - Works Requirement Volume B - Form of Tender & Schedule Volume C - Pricing Document Volume D Works Proposal Quality Control Drawings as listed in Volume A **Documents for information purposes only** (*not* to be included in the Contract) Preliminary Health and Safety Plan - Instructions to Tenders Subsoil Investigation - Trial Hole Log Photographs Traffic Management Plan Archaeology Desktop Study of Proposed Improvement Works	
	Further information may be issued as described in these Instructions	
Deposit (Instructions section 5.13)	Deposit required on issue of tender documents	Not Applicable.

Format of Tender Submissions (Instructions section 5.4)	Where delivery is by hand or registered prepaid post, Tenderers should submit their tender in a sealed envelope or box (the "Outer Envelope[3]") containing one or a series of separate sealed envelopes or boxes, each containing one or more separate bound folder for each of:. • completed volume B • completed volume C • Works Proposals • Additional information specified in Appendix 2 to these Instructions Each envelope or box within the Outer Envelope must be clearly marked with the name of the Tenderer, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example "Tender of ABC Limited for [contract title], Volume C, Pricing Document, copy 1, master'. If more than one Tender is permitted or required, each envelope or box must also be marked with the unique identifier required under section 6.4 of these Instructions. The Suitability Assessment Questionnaires and supporting documentation for the Tenderer and its Specialists including any proposed alternative Specialists should be clearly labelled "Suitability Assessment Material" and kept separate in a sealed envelope or box inside the "Outer Envelope" from any of the other sealed envelopes or boxes which contain the tender submission.	
Language (Instructions section 5.3)	English	

[3] This may be an outer box with sealed wrapping.

Pricing (Instructions section 5.7)	Pricing Format: Fixed Price Lump Sum

Substantial Completion (Instructions section 5.9)	Date for Substantial Completion	As Schedule, Part 1

Form of Tender to be sealed (Instructions section 5.12)	No

Mandatory Options (Instructions section 6.2)	Are mandatory options required? No
Variants (Instructions section 6.3)	Are variant tenders permitted? No If variant tenders are permitted, is a standard tender also required? Not Applicable Minimum requirements for variants: Not applicable.
Number of Tenders (Instructions section 6.4)	Maximum number of Tenders per Tenderer: One

Tender validity period (Instructions section 10.1)	As stated in Form of Tender in volume B.

Agreement (Instructions section 10.5)	To be executed under hand

Award Criterion (Instructions section 9.1)

Most Economically Advantageous Tender	
Price	
Price	**40%**
Not Applicable	**0%/Not applicable**
Not Applicable	**0%/Not applicable**
Technical Merit	
Previous experience in projects of a similar nature and scale	**20%**
Project Team experience	**20%**
Resouces to undertake a project of the scale of the Works	**20%**
Not Applicable	**0%/Not applicable**
Not Applicable	**0%/Not applicable**
Not Applicable	**0%/Not applicable**
Not Applicable	**0%/Not applicable**
Total:	**100%**

Note: The combined total weightings for 'Price' and 'Technical Merit' must equal 100%.

The formulae for assessment purposes are provided under Section 9.6 of these Instructions.

Or

Most Economically Advantageous Tender	
Comparative Cost of Tender as Appendix 5	**100%**

Appendix 1: Works Proposals

Works Proposals to be Submitted with Tender

Volume B - Form of Tender & Schedule

Volume C - Pricing Document

Volume D Works Proposal Quality Control

Appendix 2: Additional Information

Additional Information to be Submitted with Tender

A letter from each Specialist named in the Works Requirements or in the Schedule, part 2E, agreeing to enter a contract with the Applicant to perform the identified element if the Applicant is awarded the Contract.

Additional Information to be Submitted with Tender where a Bond or Parent Company Guarantee is required

An undertaking of the surety in the form of Annex I to this Appendix to provide the performance bond required by the Schedule, part 1E, if the Contract is awarded to the Applicant. The surety must either

- be authorised by the Irish Financial Regulator to carry on non-life insurance business under the European Communities (Non-Life Insurance) Framework Regulations 1994 or
- hold an authorisation from a competent financial regulatory authority in another EU member state and have notified the Irish Financial Regulator of its intention to passport into Ireland on either a freedom of services or freedom of establishment basis under the European Communities (Non-Life Insurance) Framework Regulations 1994

If the Schedule, Part 2B includes a commitment to provide a parent company guarantor, an undertaking of the parent company named in the Schedule, Part 2B in the form of Annex II to this Appendix should be submitted with tender.

Annex I to Appendix 2

On Surety's letterhead

To:	[Name and address of Applicant]
Regarding:	Tooreen Aghamore Group Water Scheme Society Limited Water Meter Upgrade and Network Improvement Works Phase 2
Date:	

A Dhaoine Uaisle

We confirm that we have bond facilities in place which would enable us to act as sureties on your behalf in relation to the above contract, the amount of the bond to be not more than €_____ as required by the contract.

Therefore, subject to a satisfactory application, we expect that a bond can be issued within 4 weeks of the receipt by us of the relevant application, subject to our normal terms and conditions[1].

We understand that you will be giving a copy of this letter to

Tooreen Aghamore Group Water Scheme Society Limited.

We look forward to receiving an application from you if your tender is successful.

Is sinne, le meas

_____

1. Note: The terms referred to are the usual commercial arrangements between the surety company and the contractor. The reference does not apply to the wording in the standard Model Form for Performance Bond (MF 1.6).

Annex II to Appendix 2

On Parent Company's letterhead

To:	[Name and address of Applicant]
Regarding:	Tooreen Aghamore Group Water Scheme Society Limited Water Meter Upgrade and Network Improvement Works Phase 2
Date:	

A Dhaoine Uaisle

We refer to the tender for the above contract submitted by our subsidiary

[Name of Applicant]

We confirm that, if the above contract is awarded to the above-named Applicant, we will execute and deliver to you the parent company guarantee required by the contract.

Is sinne, le meas

_____

Appendix 3 to ITT: Information Pack

Information Pack	Preliminary Health & Safety Plan - Subsoil Investigation - Trial Hole Locations & Details, photographs Traffic Management Plan Archaeology Desktop Study of Proposed Improvement Works

Appendix 4: Tender Inflation Adjustment Formula

(Instructions section 10.2)

Calculating the Applicable Factor (Contractor)

The formula for calculating the number to be inserted in the Tender and Schedule, part 3D as the Applicable Factor (Contractor) is:

$$AF(C) = 1 + (0.238 \times ((RI_2 - RI_1)/RI_1 - 0.006))$$

where:

RI is the Relevant Index Figure

RI_1 is the latest Relevant Index Figure published by the CSO at the Designated Date

RI_2 is the latest Relevant Index Figure published by the CSO prior to the day which is the day before the date of the *Letter to Successful Tenderer* or the date of the *Letter of Acceptance* – see section 10.2 of these Instructions

AF(C) is the number, simply expressed[4] to four decimal places, to be inserted in the Schedule, part 3D as the Applicable Factor (Contractor).

Where, as a result of the application of the above formula, AF(C) equals either the number one (1), or is less than the number one (1), the number one (1.0000) shall be inserted in the Schedule, part 3D as the Applicable Factor (Contractor).

Continued on next page

[4] Simply expressed means that no rounding will be applied – see the Worked Example 1 on the following page.

Calculating the Applicable Factor (Contractor): Worked Example 1

In this worked example
- The Designated Date fell on 19th March 2021.
- The Letter to the Successful Tenderer was issued on 8th August 2021.
- All figures used in this Worked Example are for illustrative purposes only.

Step	
1. *Establish RI_1* The Designated Date fell on 19th March 2021. On that date, the latest Relevant Index Figure published by the CSO was:	RI_1=106.6 (Refer to Note 1)
2. *Establish RI_2* The date of the Letter to Successful Tenderer fell on 8th August 2021. The day before the date of the Letter to Successful Tenderer was 7th August 2021. Prior to that date, the latest Relevant Index Figure published by the CSO was:	RI_2=114.7 (Refer to Note 2)
3. *Subtract RI_2 – RI_1.*	114.7 – 106.6 = 8.1
4. *Divide result obtained in step 3 by RI_1.*	8.1 / 106.6 = 0.07598499
5. *Subtract 0.006 from the result obtained in Step 4.*	0.07598499 – 0.006 = 0.06998499
6. *Multiply the result of step 5 by 0.238.*	0.06998499 * 0.238 = 0.01665643
7. *Add 1 to arrive at AF(C)*	1 + 0.01665643 = 1.01665643
8. *The number for the Applicable Factor for the Schedule, part 3D is*	*"1.0166"*
9. *The Tender Inflation Indexation Date for the Schedule, part 3E is the last day of*	*"June 2021".*

Notes

Note 1
- The Designated Date fell on 19th March 2021.
- The CSO published the January 2021 WPI Statistical Release on 22nd February 2021[5] (i.e. *before* the Designated Date).
- The CSO published the February 2021 WPI Statistical Release on 22nd March 2021[6] (i.e. *after* the Designated Date).
- Therefore, on 19th March 2021, the *latest* Relevant Index published was in Table 3 of the January 2021 Statistical Release, the value of the index for the 'All Materials' category is 106.6, therefore RI_1 = 106.6

Note 2
- The date of the Letter to the Successful Tenderer was 8th August 2021.
- The CSO published the June 2021 WPI Statistical Release on 22nd July 2021[7] (i.e. *before* the date of the Letter).
- The CSO published the July 2021 WPI Statistical Release on 20th August 2021[8] (i.e. *after* the date of the Letter).
- Therefore, prior to 7th August 2021, the *latest* Relevant Index published was in Table 3 the June 2021 Statistical Release and the value of the index for the 'All Materials' category is 114.7, therefore RI_2 = 114.7.

[5] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexjanuary2021/

[6] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexfebruary2021/

[7] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexjune2021/

[8] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexjuly2021/

Calculating the Applicable Factor (Contractor): Worked Example 2

In this worked example:

- The Designated Date fell on 30th April 2019.
- The Letter to the Successful Tenderer was issued on 30th October 2019.
- All figures used in this Worked Example are for illustrative purposes only.

Step	
1. *Establish RI_1* The Designated Date fell on 30th April 2019. On that date, the latest Relevant Index Figure published by the CSO was:	RI_1=107.5 (Refer to Note 1)
2. *Establish RI_2* The date of the Letter to Successful Tenderer fell on 30th October 2019. The day before the date of the Letter to Successful Tenderer was 29th October 2019. Prior to that date, the latest Relevant Index Figure published by the CSO was:	RI_2=107.4 (Refer to Note 2)
3. *Subtract RI_2 – RI_1.*	107.4 – 107.5 = - 0.1
4. *Divide result obtained in step 3 by RI_1.*	- 0.1/107.5 = - 0.00093023
5. *Subtract 0.006 from the result obtained in Step 4.*	- 0.00093023 – 0.006 = - 0.00693023
6. *Multiply the result of step 5 by 0.238.*	- 0.00693023 * 0.238 = - 0.0016494
7. *Add 1 to arrive at AF(C)*	- 0.0016494 + 1 = 0.9983506
8. *As the number arrived at for AF(C) is less than 1, the number for the Applicable Factor for the Schedule, part 3D is*	*"1.0000"*
9. *The Tender Inflation Indexation Date for the Schedule, part 3E is the last day of*	*"September 2019".*

Notes

Note 1

- The Designated Date fell on 30th April 2019.
- The CSO published the March 2019 WPI Statistical Release on 18th April 2019[9] (i.e. *before* the Designated Date).
- The CSO published the April 2019 WPI Statistical Release on 22nd May 2019[10] (i.e. *after* the Designated Date).
- Therefore, on 30th April 2019, the *latest* Relevant Index published was in Table 3 of the March 2019 Statistical Release, the value of the index for the 'All Materials' category is 107.5, therefore RI_1 = 107.5.

Note 2

- The date of the Letter to the Successful Tenderer was 30th October 2019.
- The CSO published the September 2019 WPI Statistical Release on 22nd October 2019[11] (i.e. prior to the day before which is the day before (i.e. 29th October) the date of the Letter (i.e. 30th October).
- The CSO published the October 2019 WPI Statistical Release on 22nd November 2019[12] (i.e. *after* the date of the Letter).
- Therefore, prior to 29th October 2019, the *latest* Relevant Index published was in Table 3 the September 2019 Statistical Release and the value of the index for the 'All Materials' category is 107.4, therefore RI_2 = 107.4.

[9] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexmarch2019/

[10] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexapril2019/

[11] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexseptember2019/

[12] See https://www.cso.ie/en/releasesandpublications/er/wpi/wholesalepriceindexoctober2019/

Appendix 5: Template to be used by Employer to Calculate Comparative Cost of Tender

Tender Evaluation

For the purpose of tender evaluation (in relation to clause 10.6.4):

(i) If the tendered percentage addition to costs of labour is negative or blank, the percentage adjustment to the costs of labour that will be used is 0%.

(ii) If the tendered percentage addition to costs of materials is negative or blank, the percentage adjustment to the costs of materials that will be used will be 0%.

(iii) If the tendered percentage deduction to the costs of plant is more than 50% it will be read as a deduction of 50% and so used in the evaluation. If the entry is left blank it will be read as 0% and so used in the evaluation.

Continued on next page

Appendix 5: Template to be used by Employer to Calculate Comparative Cost of Tender, Continued

For Information Purposes Only: Applicants are not to complete this table

Contract Sum				€
			Tendered Contract Sum (Form of Tender[13])	
Tendered Compensation Events Charges				
€2500	labour	x	% adjustment (Schedule, part 2D)	
€4000	materials	x	% adjustment (Schedule, part 2D)	
€2500	plant	x	% adjustment (Schedule, part 2D)	
5 days	Site Working Days' delay	x	tendered rate (Schedule, part 2D)[14]	
			Sub-Total	
Tendered Date for Substantial Completion (if used)				
€	Value per calender day	x	days in excess of the earliest date for substantial completion[15]	
			Sub-Total	
		x		
		x		
		x		
		x		
TOTAL COMPARATIVE COST OF TENDER				

[13] Where a Standing Conciliator is required in part 1N of the Form of Tender and Schedule a Reserved Sum is used in the Pricing Document to cover the estimated fee for the service. The Tender Sum on the Form of Tender and Schedule will be adjusted in accordance with section 8.4 of these Instructions where the identity of the Standing Conciliator and their lump sum fee is agreed between the parties prior to the issue of the Letter of Acceptance. (see section 8.4)

[14] Only to be used where Sub-clause 10.7.1 (2) – 'Tendered rate of delay costs' is selected in the Schedule, part 1K.

[15] Only to be used where tenderers are to complete the Schedule part 2C.