# Instruction to Tenderers

for the

## Open Procedure

*The Project* Multi-Party Framework Agreement for Repair and Maintenance works to Occupied Units & Properties Owned or Managed by Dublin City Council Housing Department.

using the

## Framework Agreement

for use with the

## TERM MAINTENANCE AND REFURBISHMENT WORKS CONTRACT

Instructions to Tenderers
Restricted Procedure for Works Contractors
using the Term Maintenance and Refurbishment Works Contract
Document Reference ITT-W7 v 1.1
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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 subject 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 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 unless and until the Contract is executed in writing. These Instructions will not be part of any contract.

These documents are being made available on the terms stated in these Instructions. 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 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.

*Continued on next page*

# Preface, Continued

The Employer is entitled to disclose information about this competition, including the identity of Tenderers and 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 1997 to 2003, 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, have or have had any other interest in or involvement in relation to the subject 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 any Contract that the Tenderer must comply with the terms of Department of Finance Circular 43/2006[1]: Tax Clearance Procedures: Public Sector Contracts, or any replacement.

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 National Employment Rights Authority (www.employmentrights.ie)

[1] As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at http://www.revenue.ie/en/tax/rct/subcontractor.html Note that the changes relate to use of the C2 only.

# 1. Introduction

## 1.1 This procedure

The Employer has sent a contract notice for the Works to etenders.

These documents set out the suitability assessment criteria, the award criteria and the evaluation and award process to be followed by the Employer in making the assessment of which tender is the most economically advantageous. These documents also set out the information to be supplied by Tenderers. Tenders must be submitted in compliance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Employer.

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 (i) the most economically advantageous or (ii) lowest price only depending on the award criterion stated in Appendix 3 to these Instructions. The documents also set out the information which must be supplied by Tenderers. Tenders must be submitted in compliance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Employer.

## 1.2 These documents

The documents being made available to those expressing interest are:

- These Instructions
- Suitability Questionnaire(s)
- Volume A: Works Requirements
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
- Volume D: Framework or Standard Agreement depending on which option is stated in the Particulars; Term Maintenance and Refurbishment Works Contract; model form Project Supervisor Appointment; Task Order and Rates of Pay and Conditions of Employment Certificate

Any post tender clarifications that are to be part of the contract will be attached to the *Tender Acceptance*.

## 1.3 Documents outside the Contract

These Instructions; the Suitability Questionnaire(s); any other information issued to Candidates not stated to amend the Contract documents and any information submitted with Tenders and not called for in these Instructions will not form part of any Contract.

## 1.4 Lots and Number of Contracts

The lots (if any) and the number of Contracts the Employer expects to award for each lot (if there are sufficient compliant tenders) are listed in the Particulars.

# 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.e-tenders.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 query facility on the e-tenders website www.e-tenders.gov.ie. 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. 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**

As indicated in the Particulars

# 3. Tenderers

**3.1 Name**

Each Tenderer must sign the Form of Tender using the Tenderer's full correct legal name. This must be the same as that indicated in the Suitability Assessment Questionnaire for this tender.

**3.2 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.

**3.3 Mandatory Exclusion**

A Tenderer shall be excluded if, to the Employer's knowledge at the time of the award decision, it has been convicted of an offence involving

- participation in a proscribed criminal organisation or
- corruption or
- fraud or
- money laundering.

**3.4 Discretionary Exclusion**

A Tenderer may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
- has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Tenderer or
- has committed grave professional misconduct provable by means that the Employer can demonstrate or
- has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has provided a statement or information to the Employer or another contracting authority knowing it to be false or misleading, or has failed to provide to the Employer or another such authority a statement or information that is reasonably required by the Employer or other authority for the purpose of awarding the public contract concerned.

# 4. Requirements for Tenders

**4.1 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 Tenderers) 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 i.e. by registered post or delivered by hand, to the address stated in the Particulars. It is the responsibility of each Tenderer to obtain a receipt, indicating the time when submission was received, from the Employer. Faxed or emailed submissions will not be accepted.

Tenders received late will not be considered.

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

**4.2 Tender Documents**

Tenders must include all the documents listed in Appendix 1.

**4.3 Format**

The original Pricing Document (Volume C) must be returned completed in ink.

If the Form of Tender and Schedule, Pricing Document or Suitability Assessment Questionnaire(s) have been amended by supplemental information, Tenderers must use the most recently issued version. If replacement pages are issued as supplemental information, Tenderers must insert the most recently issued pages in place of the replaced pages.

Any amendments or alterations may result in the Tenderer's tender being rejected.

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.

**4.4 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.

**4.5 Qualification**

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

*Continued on next page*

# 4. Requirements for Tenders, Continued

**4.6 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 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'.

Tenderers must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Candidate to benefit disproportionately from clause 6.2 of the Conditions.

Each amount in the Pricing Document must cover the full inclusive value of the relevant work, and, where applicable, a balanced allocation of the Notional Tender Total.

All items and quantities in the Pricing Document must be priced.

Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in the Pricing Document.

If any tender does not comply with this section, the Employer may proceed according to sections 5 or 6.

**4.7 Value-Added Tax**

Unless otherwise stated, all amounts in these documents exclude value-added tax.

**4.8 Project Supervisor**

The Contractor or its nominee will be appointed as project supervisor for the construction stage under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Particulars. In this case, the Contractor or nominee will be required to accept appointment on the terms set out in the form of appointment in Volume D.

**4.9 Specialists**

It will be evident from the Schedule (in volume B) if the Contractor is required to enter into subcontracts with Specialists. If so, terms tendered to the Employer by those Specialists are in Appendix 2 to these Instructions.

**4.10 Tender execution**

The Form of Tender must be signed as follows:

- if the Tenderer is a company, the signature must be that of a director and the execution must be witnessed;
- if the Tenderer is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
- if the Tenderer 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 following the submission of tenders and must be provided at the Tenderer's cost.

# 5. 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.

# 6. Corrections, unbalanced and abnormal tenders and rates

## 6.1 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 Notional Tender Total.

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

No adjustment made under this section will affect the Notional Tender Total.

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

## 6.2 Unbalanced Tenders

If, in the Employer's opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 6.1 above) do not reflect a balanced allocation of the Notional Tender Total, 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 Notional Tender Total and
- invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the Notional Tender Total.

If, having considered the information provided, 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 Notional Tender Total, the Employer may reject the tender.

## 6.3 Abnormally low tenders, abnormally high or low rates or prices

If, in the Employer's opinion, or any tendered amounts are abnormally low or abnormally high, the Employer may require the Tenderer to provide details of the constituent elements of Notional Tender Total or the tendered amounts. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006. 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 any tendered amounts are abnormally low or abnormally high, the Employer may reject the tender.

# 7. Assessment of Tenders

**7.1 Award Criterion**

The award criterion is: (i) the Most Economically Advantageous Tender meeting the specified minimum criteria (if any) or (ii) the lowest price only depending on what is stated in Appendix 3 to these Instructions.

The assessment of the Most Economically Advantageous Tender (if applicable) will be made on the basis of the award criteria in Appendix 3.

**7.2 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.

**7.3 Compliance**

The Employer may assess whether any of the grounds for exclusion in section 3.3 or 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 6 above.

Following the assessments under this section, the Employer may proceed according to sections 5 or 8 whichever is appropriate.

**7.4 Assessment of comparative cost**

The quantities in the Pricing Document are notional quantities for the purpose of arriving at the Notional Tender Total for tender assessment purposes only.

**7.5 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.

# 8. Award Process

**8.1 Notification**

As soon as practicable after reaching the award decision, the Employer will inform all Tenderers of the decision. The notification to the Tenderer(s) to whom the Employer has decided to make an award will be in the form of a *Letter to Successful Tenderer* (O.na6) and the notification to the other Tenderers will be in the form of the *Letter to Unsuccessful Tenderer* (O.na7). The *Letter to Successful Tenderer* (O.na6) will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Tender Acceptance*.

The Employer will not issue the *Tender Acceptance* earlier than any period that may be stated in the *Letter to Successful Tenderer* (O.na6) or in the *Letter to Unsuccessful Tenderer* (O.na7).

**8.2 Letter to Successful Tenderer**

The Employer may issue to the Tenderer who submitted the Most Economically Advantageous Tender or Lowest Price Tender a *Letter to Successful Tenderer* (O.na6) requiring that Tenderer to submit to the Employer any or all of the following:

- evidence of the insurances required by the Contract
- a Tax Clearance Certificate or demonstrate a satisfactory level of sub-contractor tax compliance from the Revenue Commissioners[2]
- 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 8.1 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 *Tender Acceptance* to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided).

**8.3 Tender Acceptance**

The Employer may issue the *Tender Acceptance* at any time during the Tender validity period referred to in the Form of Tender.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be referred to in the *Tender Acceptance*.

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[2] As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at http://www.revenue.ie/en/tax/rct/subcontractor.html Note that the changes relate to use of the C2 only

# 8. Award Process, Continued

**8.4 The Agreement**

Following issue of the *Tender Acceptance*, the Employer will inform the Contractor of the arrangements for the completion of the Agreement.

There are two forms of Agreement, the first; the Standard Agreement is where the Term Maintenance and Refurbishment Contract is to be awarded as a standalone document.

The second; the Framework Agreement is where the Term Maintenance and Refurbishment Contract is to be awarded as a multi-operator Framework Agreement.

The Particulars will indicate which Agreement is to be completed.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be attached to the Agreement, and will be included in the Contract.

# Glossary of terms used in these Instructions

Terms defined in the Conditions of the Contract in Volume C 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 |
|---|---|
| Contract | a Framework Agreement awarded by the Employer at the end of this competition |
| this competition | the award process for which these Instructions are 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 |
| Notional Tender Total | the notional total amount stated in a completed Pricing Document. |
| these Instructions | • this volume, including the Preface at the start, Particulars and Appendices<br>• the instructions in the Suitability Questionnaire(s)<br>• other information or instructions issued by the Employer to Tenderers in connection with the competition not stated to amend the Contract documents |
| Tenderer | A person (or group of persons) who submits a tender |
| Tender Acceptance | the means by which the Contract is awarded. The Employer completes the 'Tender Accepted' section of the successful tenderer's Form of Tender and returns it to the successful tenderer. |

# Particulars

These are the Particulars referred to in the Instructions.

| | |
|---|---|
| Tender for | Multi-Party Framework Agreement for Repair and Maintenance works to Occupied Units & Properties Owned or Managed by Dublin City Council Housing Department. |
| Comprising | Minor repair and maintenace works to occupied buildings and properties owned or managed by Dublin City Council's Housing Department, including; residential houses, flat complexes, older persons housing complexes, and public buildings which are maintained by Dublin City Council Housing Department's Civic Maintenance Unit. The type of planned maintenance and refurbishment work that this tender refers to includes work that cannot be accurately defined in advance. The type of works involved are outlined in Schedule C Pricing document and include a broad range of minor works which fall under a range of headings including plastering, plumbing and electrical work, roofing, carpentry, general fitting and installation work. Please see volume C for more detailed breakdown of works covered. For details of standards and specifications please see volume A.<br><br>Dublin City Council's Housing Maintenance division divides the City Council's administrative area into 11 Housing Areas based on Local Electoral Areas: Ballymun-Finglas, Artane-Whitehall, Donaghmede, Clontarf, Cabra-Glasnevin, North Inner City, South West Inner City, South East Inner City, Ballyfermot-Drimnagh, Kimmage-Rathmines, Pembroke<br><br>It is intended to establish twelve (12) framework agreements. The twelve agreements will comprise of one for each of the eleven (11) housing areas plus one (1) city-wide area to carry out maintenance and refurbishment works under the terms of the Public Works Term Maintenance and Refurbishment Works Contract PW-CF 11 and under the direction of the Housing Maintenance Section. The proposed Lots are:<br><br>Lot 1 - Ballymun-Finglas<br>Lot 2 - Artane-Whitehall<br>Lot 3 - Donaghmede<br>Lot 4 - Clontarf<br>Lot 5 - Cabra-Glasnevin<br>Lot 6 - North Inner City<br>Lot 7 - South West Inner City<br>Lot 8 - South East Inner City<br>Lot 9 - Ballyfermot-Drimnagh<br>Lot 10 - Kimmage-Rathmines<br>Lot 11 - Pembroke<br>Lot 12 - Citywide<br><br>Each Lot will have a value of €4 million over two years (€2 million per annum). Each Lot shall be established for a period of 12 months with an option of a further 12 months. Should the maximun value of any Lot be reached before the timeframe of the Lot then the Lot in question shall be deemed to have expired.<br><br>This Multi-Party Framework Agreement is assessed under the Open Procedure. Tenderers will initially be assessed under financial, economic and technical selection criteria as set out in the Suitability Assessment Questionnaire document. |

| | |
|---|---|
| | Tenderers who pass all selection criteria will be assessed under the advertised Award Criteria. The criteria included in this stage are listed in the Instructions to Tender document and Instructions to Tenderer-Appendix A, which are included with this Framework Competition. It is envisaged that a maximum of 25 tenderers per Lot (if meeting the minimum criteria as outlined in the Instructions to Tenderers) will be admitted to the Multi-Party Framework Agreement. |
| At | Dublin City Councils Administrative Area |
| For | Dublin City Council |
| Using (Instructions section 1.2) | Framework Agreement for use with the form of Conditions set out in the Maintenance and Refurbishment Works Framework Contract (PW-CF11) published on www.constructionprocurement.gov.ie 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 sections 2.1, 2.3) | Niall Mooney | |
| | Dublin City Council, Housing Maintenance Division, Block 2, Floor 3, Civic Offices, Wood Quay, Dublin 8. | |
| | Phone: N/A -<br><br>All Communication must be via the messaging facility on etenders<br><br>Email: N/A | Fax: N/A |

| | | |
|---|---|---|
| Supplemental Information and Queries (Instructions sections 2.2, 2.3) | Latest date for queries | 20 November 2026 |
| | Date after which Employer will not normally issue supplemental information or responses to queries | 27 November 2025 |

| | |
|---|---|
| Tender Date (Instructions section 4.1) | Latest date and time for submission of tenders: 04.12.2026 12:00 |

| | |
|---|---|
| Tender submissions (in writing) must be sent to (Instructions section 4.1) | www.etenders.gov.ie |
| | All tenders must be submitted via www.etenders.gov.ie<br><br>No hard copies can be accepted<br><br>Call for Tender - CfT ID is 9250789 |
| Delivery by (Instructions section 4.1) | Based on the requirement that tenders must be submitted electronically via www.Etenders.gov.ie there is no option or possibility in this tender competition that- Tenderers should obtain a signed receipt acknowledging delivery. |

Copies (Instructions section 4.3)

| | |
|---|---|
| Number of Paper Copies of Tender | N/A |
| Number and type of Electronic Copies of Tender: | One |

Other (Instructions section 2.4)

The 'Format of Tender Submissions' outlined in the text box below is Not Applicable to this tender

Format of Tender Submissions (Instructions section 4.3)

Tenders should be submitted in a sealed envelope or box each containing one or a series of separate sealed envelopes or boxes, each containing one or more separate bound folder for each of:

- completed Form of Tender and Schedule (Volume B)
- completed Suitability Assessment Questionnaire
- completed Pricing Document (Volume C)

The envelope or box 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 B, Form of Tender and Schedule, copy 1, master”.

Language (Instructions section 5.3)

English

Lots and Number of Contracts expected to be Awarded for each (Instructions section 1.4)

| Lot | Contracts |
|---|---|
| 12x Lots. 11 of these lots are based on Local Electoral Areas within Dublin City Council's Administrative Area, plus 1x Citywide Lot for additional services not specified in pricing Doc | Not Known At This Time |
| See page 15 - 16 above for details of Lots | |
| Not Applicable | |
| Not Applicable | |
| Not Applicable | |

Project Supervisor (Instructions Section 4.8)

Contractor (or its nominee) will be appointed Project Supervisor for Construction Stage.

QW2 Supplement 3.4.2 is required.

# Appendix 1: Tender Return Documents

(Section 4.2 of these Instructions)

- Completed Suitability Questionnaire(s) as follows

Suitability Questionnaire - QW2_Part_1( Appendix 1 section A & B)

Suitability Questionnaire - QW_Part_2 Applicant Details & Declaration

Supplement 3.4.1 - Health & Safety Competence of Contractor ( Appendix 1)

Supplement 3.4.2 - Health & Safety Competence of Project Supervisor for Construction Stage (Appendix 1)

CVs of Professional and Educational qualifications of management providing evidence of qualification to act as both PSCS and as Contractor.

Self Declaration Re: Regulation 57

Appendix B1 - List of previous Works/Services for which there is a certificate of successful execution/Service Delivery

Appendix B2 - Certificate of satisfactory execution works only

Appendix B3 - Certificate of satisfactory delivery of services (PSCS)

QW2-Appendix C1 - Health & Safety Declaration - Contractor or PSCS Appointments

QW2-Appendix C3 - Health & Safety Compliance Declaration - Contractor

QW2-Appendix C4 - Health & Safety Compliance Declaration - Project Supervisor for the Construction Stage

Appendix D - Declaration that applicant can meet minimum standard for Economic and Financial Criteria in Suitability Questionnaire

Appendix E - Declaration that Applicant can meet Minimum Standard set out in Suitability Questionnaire for Technicians or Technical Bodies responsible for Quality Control

Evidence of Turnover

Rates of Pay and Conditions of Employment Certificate - MF_1.28_Rates_of_Pay_09-04-2020

Bankers_Letter

Declaration-in-relation-to-Russian-Sanctions

Declaration-re-International-Procurement-Instrument

- Completed Form of Tender and Schedule (Volume B)

- Completed Pricing Document (Volume C)

- Tenders response to Award Criterion B – Contract Management Proposals

- Tenders response to Award Criterion C – Proposed Methodology for Delivery of Works

# Appendix 2: Specialist Contract Terms Tendered to the Employer

(Section 4.9 of these Instructions)

# Appendix 3: Award Criteria

(Section 7.1 of these Instructions)

1. If the award criteria below indicate that the Notional Tender Total will receive 100% Weighting then the Award Criterion for the contract shall be lowest price only. Where other award criteria are included and the Notional Tender Total receives less than 100% Weighting then the Award Criterion for the contract shall be Most Economically Advantageous Tender (MEAT).

The award criteria are as follows:

| **Criterion** | **% Weighing** |
|---|---|
| Notional Tender Total (from Volume B) | 80% |
| Contract Management Proposals | 10% |
| Statement of Proposed Methodology for delivery of the works | 10% |
| | % |
| Please see Appendix 4 for scoring methodology | % |
| The methodology outlined in point 2 and 3 below does not apply to this tender | % |
| | % |
| | 100% |

**2.** The score for Notional Tender Total will be assessed as follows: Each tender will be given a score using the following formula:

$$S = \left(\frac{H - T}{H - L}\right) \mathbf{x}\ M$$

where

S is the score to be given to a tender for the criterion "Notional Tender Total"

T is the Notional Tender Total derived from the tender in question

L is the lowest Notional Tender Total from the compliant tenders received

H is the highest Notional Tender Total from the compliant tenders received

M is the maximum score for the criterion.

3. [For each criterion other than "Lowest Notional Tender Total" each tender will be given a provisional score. The final score to be given to each tender for the criterion will be derived from the following

$$S = (1 - (\frac{H - T}{H - L})) \text{ x } M$$

where

S is the final score to be given to a tender for the criterion.

T is the provisional score awarded to the tender in question for the criterion

L is the lowest provisional score awarded to a compliant tender for the criterion.

H is the highest provisional score awarded to a compliant tender for the criterion.

M is the maximum score for the criterion in question[3].

(4) The tenders with the highest overall score will be the most economically advantageous. If there is a tie, the tender(s) with the lowest "Notional Tender Total" will be the most economically advantageous among the tied tenders.

[3] This is proposed for consideration as a way of making maximum use of the range.