Instruction to Tenderers

for

The Project Clontuskert GWSS Tristaun Extension

using the

Open Procedure for WORKS CONTRACTORS using SHORT PUBLIC WORKS CONTRACT

Office of Government Procurement

Instruction to Tenderers
for Works Contractors using the Short Form of Contract
under an Open Procedure
Document Reference ITT-W4 v1.3

7 January 2022

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Published by: Office of Government Procurement
Department of Public Expenditure & Reform
Government Buildings
Upper Merrion Street
Dublin 2

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 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, 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 Tenderer must comply with the terms of Department of Finance Circular 43/2006[1]: Tax Clearance Procedures: Public Sector Contracts, or any replacement. (See section 8.3)

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.[2]

These documents set out the suitability assessment criteria, the award criterion and the evaluation and award process which will be followed by the Employer in making the assessment of which tender is the lowest price. The documents also set out the information which must be supplied by Applicants. 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 following documents are being made available to those Applicants expressing an interest in this project:

- Suitability Assessment Questionnaire(s) as follows:
  PSCS form MF-1.22-09-04-2020
- Volume B, Volume C, Drawings, Preliminary Health & Safety Plan, Prelimary Traffic Management Plan, The Conditions i.e. PW-CF6
- Those documents set out under Section 4.2 'Tender Documents' of these Instructions to Tenderers.

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[2] The open procedure may be used for all values of works contracts but must be used for works contracts with a value of less than €250,000. Projects in excess of €50,000 must be advertised on etenders

1. Introduction, Continued

1.3 The Contract

If the Employer enters a Contract for the Works, it will do so by issuing the Tender Acceptance at the back of the Form of Tender fully completed. The Contract, if formed, will consist of:

- the Tender Acceptance issued by the Employer (Volume B) and
- any written post-tender clarifications (Volume B)
- the Conditions to the Short Public Works Contract (PW-CF6) identified in the Particulars[3]
- the documents describing the Works[4] (Volume A)
- the completed Form of Tender and Schedule (Volume B)
- the completed pricing document[5] (Volume C) [where required]
-

None of the following will form part of any Contract:

- the invitation letter and these Instructions
- Suitability Assessment Questionnaire(s)
- the Preliminary Safety and Health Plan
- any Bill of Quantities
- the information referred to in Appendix 3 to these Instructions
- any other information issued to Tenderers not stated to amend the Contract documents
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions
- any other information submitted with Tenders and not called for in these Instructions or in post tender clarifications.
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[3] Available to download at http://constructionprocurement.gov.ie/contracts/

[4] These documents may include (but are not limited to) any of the following:
drawings, specifications, schedules, reports, information on the site location, any constraints such as existing services or working hours, statutory consents and conditions attached thereto.

[5] Where a pricing document is required by the Employer, it shall be a schedule of rates which will be derived [in accordance with Section 4.8 of these Instructions] from the pricing document returned as Volume C. Its purpose shall be to value completed work or may also be used in connection with the valuation of a compensation event in accordance with clause 4.5 of PW-CF6.

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 but is entitled to do so at any time.

2.3 Queries

Queries may be raised in writing by email using the Employer's 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 the date 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. However 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 will be incorporated into 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, they must immediately notify the Employer, even after the time for submitting queries has expired.

2.4 Other

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 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.

3.3 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 Contracting 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..

Tenders received late will not be considered.
All Tenders received on time will be opened promptly after receipt.

4.2 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[6]:

- the Short Public Works Contract (PW-CF6) as identified in the Particulars[7],
- the documents describing the Works[8]
- the completed Form of Tender and Schedule (FTS-6)
- the completed pricing document[9] [where required]
- the Tender Acceptance issued by the Employer and any post-tender clarifications listed in the letter or attached to the tender acceptance
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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 and these Instructions
- the Preliminary Safety and Health Plan
- any Bill of Quantities
- 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.
- any other information submitted with Tenders and not called for in these Instructions or in post tender clarifications.
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[6] This is not an exhaustive list.

[7] Available to download at http://constructionprocurement.gov.ie/contracts/

[8] These documents may include (but are not limited to) any of the following:
drawings, specifications, schedules, reports, information on the site location, any constraints such as existing services or working hours, statutory consents and conditions attached thereto.

[9] Where a pricing document is required by the Employer, it shall be a schedule of rates which will be derived [in accordance with Section 4.8 of these Instructions] from the pricing document returned as Volume C. Its purpose shall be to value completed work or may also be used in connection with the valuation of a compensation event in accordance with clause 4.5 of PW-CF6.

4. Requirements for Tenders, Continued

4.3 Number of Tenders per Tenderer

Only one Tender per Tenderer is permitted with the Short Public Works Contract.

4.4 Copies

Where the required means of delivery is by hand or pre-paid registered post, 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.

4.5 Format

Tenders will consist of:

- the completed Form of Tender and attached Schedule (Volume B) executed as indicated in the Particulars.
- completed Suitability Assessment Questionnaire(s)
- the completed pricing document (Volume C) [where required]. This will take the form of a Schedule of Rates or a Bill of Quantities (the Schedule of Rates or the Bill of Quantities may be prepared by the Employer or, if required in the Particulars to these Instructions, by the Tenderer)
- additional information specified in Appendix 2 to these Instructions.

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

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

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.

4.6 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.

4.7 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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4. Requirements for Tenders, Continued

4.8 Pricing

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

The Employer may provide a Schedule of Rates or a Bill of Quantities to be completed by the Tenderer and returned as the pricing document (Volume C). Alternatively the Employer may require the Tenderer to prepare a Schedule of Rates or a Bill of Quantities based upon the documents describing the Works as set out in Section 4.2 to these Instructions. The Particulars to these Instructions will advise Tenderers which option applies. If required in the Particulars, a Schedule of Rates or a Bill of Quantities prepared by the Tenderer should be returned as the pricing document (Volume C).

The pricing document will provide the rates and prices in the Contract referenced in clause 4.5 subject to its conforming to this Section 4.8.

Where provided by the Employer, 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, and the pricing document. Blank spaces, the terms 'nil', 'included', dashes or the like must not be used. Where zero is a permitted entry, it must be stated as '0.00'. Each amount must properly cover the full inclusive value of the work to which the amount relates.

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 clause 4.5 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 any Bill of Quantities and the Contract value of the Works as set out in the documents describing the Works (Volume A).

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 Price.

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

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

If any Bill of Quantities includes an item described as an 'adjustment item', the amount inserted must not exceed _____% of the tendered Price.

If any Bill of Quantities includes method-related charges, the total amount of method-related charges must not exceed ___% of the tendered Price.

If any Tender does not comply with this Section 4.8, the Employer may proceed according to Sections 5 or 6.

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4. Requirements for Tenders, Continued

4.9 Value-Added Tax

The Form of Tender states whether and to what extent, the tendered Price includes value-added tax (VAT). The pricing document (where provided) excludes VAT unless otherwise stated by the contracting authority in the pricing document.

If the pricing document (where provided) 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 6.2.

4.10 Time for Completion

The Particulars state the Time for Completion period for the Works (see clause 1.1 of the Short Public Works Contract for definition) which is also stated in the Schedule.

4.11 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 Schedule.

If the Tenderer names a proposed project supervisor for the construction stage in its response to the Suitability Assessment Questionnaire (QW2) for this competition, the Tenderer must also include that name as part of their Tender and enclose it with Volume B.

If the Tenderer has not named a nominee in its suitability assessment submission for appointment as project supervisor for the construction stage, (if required in the documents describing the Works) 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.

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4. Requirements for Tenders, Continued

4.12 Tender execution

The acceptance of the Form of Tender (Employer signing and sending the 'Tender Accepted' section of (FTS-6) by the Employer creates a binding contract. The 'Tender Accepted' form shall be completed and signed by the Employer only after all award procedures have been completed.

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 partnership then each partner 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 may be requested by the Employer following the submission of tenders and must, if requested, be provided at the Tenderer's cost.

4.13 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.

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, including the principles of equal treatment, non-discrimination, transparency and proportionality.

6. Corrections, unbalanced and abnormal tenders and rates

6.1 Errors

The Employer may, without any responsibility for this, examine the pricing document [where required] 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 Price.

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

Instead of adjusting the amounts added, the Employer may, at its discretion, adjust an item described in the pricing document [where required] as an 'adjustment item'.

No adjustment made under this Section 6.1 will affect the tendered Price.

The Employer reserves the right to open the pricing documents from all 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 fair allocation of the tendered Price, or the last sentence of Section 4.8 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 Price and
- invite the Tenderer to adjust rates or prices tendered in the pricing document, but without adjusting the tendered Price.

The Employer will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Price 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 6.2), 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 Price, the Employer may reject the tender.

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6. Corrections, unbalanced and abnormal tenders and rates, Continued

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

If, in the Employer's opinion, the tendered Price is abnormally low or any tendered amounts (including the rates tendered in the tender documents) are abnormally low or abnormally high, the Employer may require the Tenderer to provide details of the constituent elements of the tendered Price 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 Price 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 6.3 will affect the tendered Price.

6.4 Adjustment for Tender Inflation

The tendered Price of the successful Tenderer will be adjusted for inflation by the Employer using the formula in Appendix 4 to these Instructions to arrive at the final adjusted tendered Price to be inserted in Part 1A of the Tender Accepted.

The Letter to the Successful Tenderer shall inform the successful Tenderer of the adjustment so made (if any) to the tendered Price.

If the Central Statistics Office has published a Relevant Index Figure after the date of the Letter to the Successful Tenderer and prior to the day which is the day before the date of the 'Tender Accepted', the Employer will revise the adjustment using the most up to date Relevant Index Figure available to the Employer and will notify the successful Tenderer in writing of the revision (if any).

The final adjusted tendered Price shall be inserted by the Employer in the Tender Accepted, Part 1A, prior to the issue by the Employer of the Tender Accepted. The Price entered by the Employer in Part 1A of the 'Tender Accepted' shall be the tendered Price of the successful Tenderer adjusted for inflation in accordance with this section 6.4.

Any adjustment pursuant to this Section 6.4 shall (i) be made to the tendered Price of the successful Tenderer exclusive of VAT and (ii) not reduce the tendered Price of the successful Tenderer.

7. Assessment of Tenders

7.1 Award Criteria

The award criterion shall be the lowest price only. Tenders will be assessed according to this criterion.

7.2 Clarification

The Employer may seek clarification or further information or both from one or more Tenderers in relation to its tender submission. 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 8.4.

7.3 Compliance

The Employer may assess whether any of the grounds for exclusion in Section 3.2 or 3.3 above apply. The Employer may assess whether Tenderers meet the suitability criteria in the Suitability Assessment 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 7.3, the Employer may proceed according to Sections 5 or 8 whichever is appropriate.

7.4 Review

A Tenderer who disputes a decision of the Employer about whether a Tender complies with these Instructions 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 Galway County Council (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 Tenderers' 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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7. Assessment of Tenders, Continued

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 Assessment 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 Tender validity period

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

8.2 Notification

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

The notification to the Tenderer to whom the Employer has decided to make an award should be in the form of Model Letter O.na.6 *Letter to Successful Tenderer.* The notification to the other Tenderers should be in the form of Model Letters O.na.7 *Letter to Unsuccessful Tenderer* and should issue at the same time as the *Letter to Successful Tenderer.*

The *Letter to Successful Tenderer (O.na.6)* will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Tender Acceptance.*

8.3 Letter to Successful Tenderer

The Letter to Successful Tenderer should request the 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 subcontractor tax compliance from the Revenue Commissioners[10]
- any confirmation of appointment as project supervisor for the construction stage
- the performance bond (if required)
-

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 8.2 above to initiate award to the Tenderer who submitted the next lowest priced tender, or
- allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or
- issue the 'Tender Accepted' to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided)[11]

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[10] 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. 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.

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

8. Award Process, Continued

8.4 Tender Acceptance

The Employer may issue the 'Tender Accepted' at any time during the Tender validity period referred to in Section 8.1 above.

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

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
Applicant	a person (or group of persons) who applies for tender documents but has not submitted a tender.
Contract	the Short Public Works Contract (PW-CF6) that may be awarded by the Employer for the Works at the end of the competition
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).
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
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 and Schedule (FTS6) and completed pricing document
Tenderer	A person (or group of persons) who submits a Tender

Particulars

These are the Particulars referred to in the Instructions. They are part of the Instruction to Tenderer (ITTW4).

Tender for	Clontuskert Group Water Scheme.Tristaun Extension
Comprising	Supply and lay 2870metres of 90mm /63 mmPE 100, SDR 11 pipeline including, Sluice Valves, Air valves Scour Valvesall on public Class 2 County Roads
At	Tristaun/Shanvoley, Ballinalsoe, County Galway
For	Clontuskert Group Water SchemeCo Operative Society Ltd
Using (Instructions Section 1.3)	The form of Conditions set out in the Short Public Works Contract (PW-CF6) 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)	Conor Hayes Consulting Engineer	
	Kiltormer, Ballinasloe, Co. Galway	
	Phone: 087-2576423 Email; conorhayesbe@gmail.com	Fax:

Supplemental Information and Queries (Instructions Sections 2.2, 2.3)	Latest date for queries	04/12/2026
	Date after which Employer will not normally issue supplemental information or responses to queries	11/12/2026

Employer's contact details for queries (Instructions Section 2.3)	(or 'As above')	
	Address (or 'As above')	
		Fax: N/A

Timetable for Competition	Contract Notice date:	*Not Applicable*	Reference:	*Not Applicable*
	Issue Tender Documents:	*20Th November 2026*		
	Receipt of Tenders:	As indicated under "Tender Date"		
	Interviews (if required):	*N/A*		
	Decision on Contract Award:	*Estimated at Monday 18/12/2026*		

Tender Date (Instructions Section 4.1)	Latest date and time for submission of Tenders: 11th December 2026 05:00 pm	
Tender submissions (in writing) must be sent to (Instructions Section 4.1)	Online e tender	
Delivery by (Instructions Section 4.1)		
Copies (Instructions Sections 4.4)	Number of Paper Copies of Tender:	One
	Number and type of Electronic Copies of Tender:	One
Other (Instructions Section 2.4)	Not Applicable	
Tender Documents (Instructions Section 4.2)	Attached to these Instructions are the following documents, divided into the two categories set out below: **Documents to be included in the Contract** Volume B, The Drawings; The Conditions. Please note that a Bill of Quantities will not form part of this Contract. **Documents for information purposes only** (*not* to be included in the Contract) Preliminary Health & Safety Plan and Prelimunary traffic management plan, ITT and Volume C, Parts A, B and Summary.	
	Further information may be issued as described in these Instructions	
Deposit (Instructions Section 4.13)	Deposit required on issue of tender documents	Not Applicable.

Number of Tenders per Tenderer (Instructions Section 4.3)	Maximum number of Tenders to be submitted by each Tenderer is one (1).	
Format of Tender Submissions (Instructions Section 4.5)	Where delivery is required by hand or pre-paid registered post, Tenderers should submit their tender in a sealed envelope or box (the "Outer Envelope[12]") 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 • 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 Applicant, 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'. The Suitability Assessment Questionnaires and supporting documentation for the Applicant 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 4.6)	English	
Pricing (Instructions Section 4.8)	Pricing Format: **Fixed Price Lump Sum**	
Pricing document (Instructions Section 4.8)	The rates and prices in the Contract (clause 4.5 of PW-CF6) shall be derived from: Bill of Quantities prepared by Employer	
Time for Completion (Instructions Section 4.10)	Time for Completion	25 Working Days days, starting on the day this Contract comes into effect. CA note: must accord with period stated in Schedule to Contract
Award Criterion (Instructions Section 7.1)	Lowest Price	
Tender validity period (Instructions Section 8.1)	As stated in Form of Tender and Schedule (FTS 6) (Volume B).	

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

Appendix 1: Schedule of Rates or Bill of Quantities

Application This appendix applies if the Employer requires the Tenderer to prepare and submit a Schedule of Rates or Bill of Quantities with their Tender. Should this arise notification will be included in the Particulars under Pricing document (Instructions Section 4.8)

Requirements Requirements for the format of the Schedule of Rates or Bill of Quantities that the Employer requires from the Tenderer e.g the method of measurement etc.

Appendix 2: Additional Information

Additional Information to be Submitted with Tender

Employer should list here documents other than the Form of Tender (Volume B) or the pricing document (Volume C) that it wants the Tenderer to submit

Additional Information to be submitted with Tender where a Bond is required

An undertaking of the surety in the form of Annex I to this Appendix to provide the performance bond if required by the tender documents, if the Contract is awarded to the Tenderer. 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

Annex I to Appendix 2

On Surety's letterhead

To:	[Name and address of Tenderer]
Regarding:	[Title of contract]
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 ____N/A_____% 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[13].

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

[Name of Employer]

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

Is sinne, le meas

_____

Note: This letter should be provided on request:
· In the case of a Restricted Procedure at provisional short list stage but before tenders are sought,
· In the case of an Open Procedure at tender evaluation stage when seeking verification of declarations.

[13] *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 Short Public Works Model Form for Performance Bond.*

Appendix 3 to ITT: Information Pack

Information Pack	C.A. Note: Please refer to Section 1.2 'These Documents'

Appendix 4: Tender Inflation Adjustment Formula

(Instructions section 6.4)

Formula for Tender Inflation Adjustment

The formula for calculating the adjustment to be added to the tendered Price to arrive at the final adjusted tendered Price for Part 1A of the 'Tender Accepted' is:

$$M = 0.238 \times T \times ((RI_2 - RI_1)/RI_1) - 0.006)$$

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 that is the day before the date of the *Letter to Successful Tenderer* or the date of the 'Tender Accepted'.

T is the successful Tenderer's tendered Price.

M is the amount to be added to the successful Tenderer's tendered Price (T) to arrive at the final adjusted tendered Price for insertion into Part 1A of the 'Tender Accepted'.

Where the result of the application of the above formula is either the number zero (0), or is less than the number zero (0), then M shall be zero and the final adjusted tendered Price to be inserted by the Employer in Part 1A the 'Tender Accepted' is T, the successful Tenderer's tendered Price.

Calculating the adjustment to the successful Tenderer's tendered Price: Worked Example 1

In this worked example:

- T, the successful Tenderer's tendered Price is €750,000 exclusive of VAT.
- 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. *Multiply T by 0.238.*	€750,000 * 0.238 = €178,500
2. *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)
3. *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)
4. *Subtract RI_2 – RI_1.*	114.7 – 106.6 = 8.1
5. *Divide result obtained in step 4 by RI_1.*	8.1 / 106.6 = 0.07598499
6. *Subtract 0.006 from the result obtained in Step 5.*	0.07598499 – 0.006 = 0.06998499
7. *Multiply the result of step 6 by the result obtained in step 1 to obtain M.*	0.06998499 * €178,500 M = €12,492.32
8. *Add T to M to arrive at the final adjusted tendered Price (ex VAT)*	€750,000 + €12,492.32 = €762,492.32
9. *The final adjusted tendered Price (ex VAT) to be inserted into the Tender Accepted Part 1A is:*	**€762,492.32**

Notes

Note 1

- The Designated Date fell on 19th March 2021.
- The CSO published the January 2021 WPI Statistical Release on 22nd February 2021[1] (i.e. *before* the Designated Date).
- The CSO published the February 2021 WPI Statistical Release on 22nd March 2021[2] (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[3] (i.e. *before* the date of the Letter).
- The CSO published the July 2021 WPI Statistical Release on 20th August 2021[4] (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.

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

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

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

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

Calculating the adjustment to the successful Tenderer's tendered Price: Worked Example 2

In this worked example:

- T, The successful Tenderer's tendered Price is €750,000 exclusive of VAT.
- 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. *Multiply T by 0.238.*	€750,000 * 0.238 = €178,500
2. *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)
3. *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)
4. *Subtract RI_2 – RI_1.*	107.4 – 107.5 = - 0.1
5. *Divide result obtained in step 4 by RI_1.*	- 0.1/107.5 = - 0.00093023
6. *Subtract 0.006 from the result obtained in Step 5.*	- 0.00093023 – 0.006 = - 0.00693023
7. *Multiply the result of step 6 by the result obtained in step 1 to obtain M.*	- 0.00693023 * €178,500 M = - €1,237.04
8. *Add T to M to arrive at the final adjusted tendered Price (ex VAT)*	€748,762.95
9. *As the number for the final adjusted tendered Price is less than the tendered Price, the Price to be inserted in the Tender Accepted Part 1A is the tendered Price*	**€750,000**

Notes

Note 1

- The Designated Date fell on 30th April 2019.
- The CSO published the March 2019 WPI Statistical Release on 18th April 2019[5] (i.e. *before* the Designated Date).
- The CSO published the April 2019 WPI Statistical Release on 22nd May 2019[6] (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[7] (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[8] (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.

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

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

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

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