Foynes to Limerick Road (Including Adare Bypass)
Croagh to Rathkeale Design & Construction Contract
Instruction to Tenderers

to accompany European Single Procurement Document (ESPD)

FTLRAB-SD-XX-X-XXX-CD-JAC-ZM-000001 | 1

2026-11-19

Limerick City and County Council

97787



Foynes to Limerick Road (Including Adare Bypass)

Project No:	FTLRAB
Document Title:	Instruction to Tenderers
Document No.:	FTLRAB-SD-XX-X-XXX-CD-JAC-ZM-000001
Revision:	1
Document Status:	P8S
Date:	2026-11-19
Client Name:	Limerick City and County Council
Client No:	97787
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File Name:	FTLRAB-SD-XX-X-XXX-CD-JAC-ZM-000001.docx

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Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved
1	2026-11-19	Issue for Tender	JF	AK	PDF	PDF
0	2026-04-13	First Revision	JF	JM	PDF	PDF

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Preface

Limerick City & County Council, ("**LCCC**") ("the **Contracting Authority"**) ("**Client"**) is making these Tender Documents available to Tenderer(s) for tendering purposes only in relation to the award stage of the Foynes to Limerick Road (Including Adare Bypass) Croagh to Rathkeale Design and Construction Contract. These documents must not be used for any other purpose.

LCCC makes no representation, warranty, or undertaking in or in connection with these documents. LCCC 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 LCCC's behalf in connection with them. Neither LCCC 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.

LCCC 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 LCCC nor its officers, employees, or advisers will be liable to any Tenderer or other person. LCCC also reserves the right to change any part of these documents, including the procedures and time limits described in them. LCCC 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 LCCC nor its officers, employees, or advisers have any responsibility for Tenderer's costs or losses in connection with this Competition. These Instructions do not create a contract or legal relationship (including for the avoidance of doubt, any contract about the Competition itself) between any Tenderer and LCCC (except for the Tenderer's irrevocable offer to be bound by its Tender Submission for the period stated), unless and until the Contract has been entered into by issue of a letter of acceptance and any conditions precedent to its effectiveness have been met. The only exception to this is the obligation upon a Tenderer with regard to confidentiality. These Instructions will not be part of any Contract unless explicitly stated otherwise.

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

Tenderers must treat these Tender Documents, any information in the Virtual Data Room, their Tender Submissions, and their participation in this Competition as confidential. Tenderers must not disclose any information about this Competition to anyone other than as required for tendering purposes, or as required by law.

LCCC is entitled to disclose information about this Competition, including the identity of the Tenderers, to any person. If a Tenderer considers that information in its Tender Submission is commercially sensitive or confidential, this should be clearly stated, and clear and substantive reasons should be given. LCCC will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 2014 (or any other legislation relating to the disclosure of information) but is not bound by the Tenderers' view and will take such steps as it considers necessary to comply with its obligations under applicable law.

Any conflict of interest or potential conflict of interest must be fully disclosed to LCCC as soon as such conflict or potential conflict becomes apparent. This includes, but is not limited to, situations where a Tenderer or any of the Members of a Tenderer which is a Consortium, Joint Venture or partnership, or any entity being relied upon by a Tenderer, or any of their advisers, contractors, consultants, servants or agents which are currently or have been in the past an adviser, contractor, consultant, servant or agent to LCCC, or any local or other relevant authority in relation to the Works which are the subject matter of this Competition.

Tenderers are advised that LCCC's technical advisors for the Foynes to Limerick Road (Including Adare Bypass) Croagh to Rathkeale Design and Construction project are Jacobs Engineering Ireland Limited. LCCC are also advised by a number of other organisations.

Without prejudice to the foregoing, any 'registrable interest' involving the Tenderer and LCCC, (and where applicable any elected members of LCCC), members of the Government, members of the Oireachtas or employees of LCCC or their relatives must be fully disclosed to LCCC immediately upon such information becoming known to the Tenderer.

The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995 Revised and the Standards in Public Office Act 2001 Revised.

LCCC will, at its absolute discretion, decide on the appropriate course of action in relation to any actual or perceived conflict of interest which may include (but is not limited to) excluding the Tenderer from the Competition, or permitting the Tenderer to continue subject to safeguards determined by LCCC being put in place and observed.

It will be a condition of the award of the Contract that the successful Tenderer shall, for the term of the Contract, comply with all applicable 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 LCCC. By supplying these numbers, the successful Tenderer acknowledges and agrees that LCCC 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)

Irish law is applicable to these Instructions and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from or in connection with these documents.

Tenderers must not make any assumptions that LCCC has prior knowledge of their organisation or service provision. Tenderers will only be evaluated on the information contained in their Tender Submission (as may be clarified in accordance with these Instructions).

Definitions

Save where the context otherwise admits or requires, words and expressions defined in the contract, when used in these Instructions to Tenderers (ITT), have the same meaning as is therein assigned to them.

''Background Information'' means information which is being made available to Tenderers but does not form part of the Contract.

"**Contract**" means the contract which will govern the relationship between LCCC, and the Tenderer appointed to the Foynes to Limerick Road (Including Adare Bypass) Croagh to Rathkeale Design and Construction project.

"Contractor" means the successful Tenderer and may also mean any company, firm or other body who will actually Provide the Works.

"**Consortium**" or **"Joint Venture"** means a Tenderer which consists of more than one Member.

"**the/this Competition**" means the tender competition to which these Instructions relates.

"Evaluation Team" means the persons approved by LCCC to appraise Tender Submissions.

"European Single Procurement Document" or **"ESPD"** is the means of providing certain information about a Tenderer, as required in these Instructions.

"Instructions" or **"Instructions To Tenderers"** or **"ITT"** means this document which governs the procurement procedure.

"LCCC" or **"the Contracting Authority"** or "**Client**" means Limerick City & County Council. Further information on LCCC can be found at https://www.limerick.ie/council.

"Member" means each entity of the Tenderer, where a Tenderer consists of more than one economic operator.

"**Post Tender Clarification**" means any questions, queries or clarifications issued by LCCC as part of the tender evaluation process.

"**Tender Submissions**" or "**Tender**" means the proposal submitted by a Tenderer in response to this call for competition by LCCC.

"**Tenderer**" means a single entity, or a Consortium, a Joint Venture or party seeking to be awarded the Contract.

"**Tender Documents**" means the documents issued as part of this Competition, including the Contract, the Contract Data, the Scope, the Site Information, Activity Schedule and any other information issued by LCCC pursuant to this Competition.

"**Tender Query**" means any questions, queries or requests for further information regarding these Instructions submitted in writing via the messaging system on the eTenders website.

"**Virtual Data Room**" or "**VDR**" means a web-based data room, which is hosted on Jacobs Engineering Ireland Limited Microsoft SharePoint Platform, made available to Tenderers containing information made available to Tenderers.

"Works" means the *works* set out in the Scope and any works ancillary, incidental, or necessary thereto.

1.0 General

1.1 The Project

Limerick City and County Council (LCCC) is seeking tenders for the Foynes to Limerick Road (including Adare Bypass) – Croagh to Rathkeale Design and Construction Contract.

The Croagh to Rathkeale Design and Construction Contract includes but is not limited:

- 5.0 km of mainline carriageway (M21 Motorway)
- 2.75 km of mainline carriageway (N69 Type 2 Dual Carriageway)
- 0.65 km of mainline carriageway (N21 Single Carriageway)
- 3.1 km of sideroads (approx.)
- 3.2 km of access tracks (approx.)
- Various structures (excluding specific mammal and bat underpasses)
- 10 No. attenuation ponds
- Retaining walls (exact length subject to design development)

The Croagh to Rathkeale Design and Construction Contract forms part of Sections C and D of the wider Foynes to Limerick Road (Including Adare Bypass) Project.

At its eastern extent, the Contract ties into the Adare Bypass in the townland of Croagh, which is currently under construction. At its western extent, it ties into the existing N21 in the townland of Rathkeale To the north, the scheme terminates at the R518/L1222 junction in the townland of Graigeen where the future Foynes to Rathkeale element of the project will connect.

Details of the proposed cross-section and road classifications are provided in Scope – Schedule 4.

The Environmental Impact Assessment Report and other planning documents associated with the project can be accessed at:

https://www.foyneslimerick.ie/

The Croagh to Rathkeale section of the project is required to be fully operational by January 2030 in advance of the 2030 TEN-T regulations requirements.

Advance Works / Enabling Works

A variety of Advance Works / Enabling Works have been undertaken on the site of the Foynes to Limerick Road (including Adare Bypass) – Croagh to Rathkeale Design & Construction Contract including fencing, hedge clearance, haul roads, access tracks, accommodation works, utility diversions and earthworks.

The above mentioned Works are a summary only and Tenderers are directed to read and formulate their Tenders based on all of the provisions of the Contract as detailed in the Scope and other Tender Documents that can be found in the Virtual Data Room (VDR).

1.2 Form of Contract

The form of contract to be used is the NEC4 Engineering and Construction Contract (ECC), Option C. Further detail is contained in the Contract Data Part One and elsewhere in the Tender Documents.

The executed Contract will govern the relationship between LCCC and the successful Tenderer.

LCCC reserves the right to update or alter the draft Contract, specifically to deal with responses to clarifications arising during the tender period.

The successful Tenderer will be appointed as Project Supervisor for both the design process (PSDP) and the construction stage (PSCS) in accordance with Safety Health and Welfare at Work (Construction) Regulations 2013 (S.I. No 291 of 2013) (as amended) for the Works.

1.3 Call for Competition

LCCC has sent a contract notice for the Works to eTenders and a similar notice has been simultaneously sent to the Publications Office of the EU for publication in the Official Journal of the European Union (OJEU).

LCCC invites tenders in accordance with these Instructions.

These documents set out the suitability assessment criteria, the award criteria, the evaluation and award process which will be followed by LCCC in making the assessment of which tender is the Most Economically Advantageous Tender (MEAT). This will be determined on a quality / price basis. The documents also set out 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 LCCC, whose decision in the matter shall be final.

Tender Documents being made available are listed in detail in the Master Table of Contents document which can be found on eTenders.

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

- Form of Tender;
- Activity Schedule
- Volume A: Contract Data Part One and Contract Data Part Two;
- Volume B: Scope; and
- Volume C: Site Information.

Also included in the Contract but not part of the documentation being made available to Tenderers at the start of the tendering period is the Letter of Acceptance and the Agreement which LCCC issues at award stage.

The minutes of any post-tender meetings held between representatives of LCCC and Tenderer(s) are to be agreed. All relevant minutes, clarifications, together with all relevant correspondence between the Tenderer and LCCC post receipt of tenders are to be incorporated into the Contract.

Documents which will not to be included in the Contract are:

- the invitation letter;
- these Instructions;
- ESPD and any information supplementary to it;
- Background Information (Volume D);
- any other information made available to Tenderers not stated to amend the Contract documents; and
- any other information submitted with Tender Submissions and not called for in these Instructions.

As this is an open procurement there is no requirement to register interest or otherwise communicate with the Client prior to the submission of a Tender.

Tenderers shall be deemed to have inspected and be fully acquainted with all Tender Documents prior to the submission of Tenders.

The Tender Documents are made available by LCCC on condition that they are used in connection with this tender process and for no other purpose.

It is noted that if Tenderers download documents from eTenders without registering their interest with eTenders they will not automatically receive updates or notifications in relation to the tender, should there be any. Tenderers who do not register with eTenders will need to check eTenders for updates on a regular basis. It is the Tenderers responsibility to ensure that they have the most up to date information available on eTenders.

LCCC will communicate only with the Tenderer's Single Point of Contact.

Tenderers who elect not to provide a single point of contact will need to check eTenders for updates on a regular basis.

1.4 Virtual Data Room

A Virtual Data Room has been setup to share the following:

- Background Information which is being made available to Tenderers but does not form part of the Contract.

Tenderers will not be able to edit any documents or upload new documents to the Virtual Data Room.

The Virtual Data Room is accessible at the following web address for the entirety of the tender period:

https://jacobsengineeringemea.sharepoint.com/sites/CPFTLRAB

Tenderers should contact LCCC via the eTenders portal with the email addresses of up to three individual users from their company whom they wish to have access to the Virtual Data Room. LCCC may, at its discretion, provide additional staff access to the Virtual Data Room if it deems it to be appropriate and reasonable.

Read-only access to the Virtual Data Room will be granted to members within each Tenderer. Tenderers are required to confirm names and email addresses of their staff requiring access to the Virtual Data Room and submit the completed Appendix 7 of the ITT for **each member** of their staff requiring access. Access to the Virtual Data Room shall only be granted when the completed Appendix 7 of the ITT for each member of their staff requiring access is submitted via the eTenders portal.

Tenderers will be made aware of any additions or amendments to the documents shared in the Virtual Data Room by LCCC via the eTenders portal. For the avoidance of doubt, it is the Tenderer's responsibility to check the Virtual Data Room on a regular basis. The Tenderer shall be deemed to have received and read all documents uploaded to the Virtual Data Room.

1.5 Site Visits

Site visits can be facilitated on request by emailing procurement@midwestroads.ie a minimum of 48 hours before the proposed site visit. All personnel visiting the site will be required to attend a mini site induction, to provide their own PPE and to have a valid safe pass card. Visitors will be escorted around the Site by LCCC Site Staff. Site Staff will not be in a position to answer any queries and the subject of any verbal interactions between visitors and Site Staff must be strictly confined to the conduct/operation of the site visit. If queries arise for prospective tenderers, then they must be submitted as Tender Queries via the e-tenders system in the usual manner. Please note that every effort will be made to facilitate the requested appointment date, or as near to the requested date as possible, however this will be dependent on the resources available within the site team on any particular day. The number of people attending on a particular day on behalf of any tenderer is limited to three (3) people but this limitation may be relaxed where the Council deems that exceptional circumstances apply. Visitors will not be permitted to undertake drone surveys during the site visits.

1.6 Competition timetable

The timetable for the Competition is indicated in Table 1 below and in the eTenders Contract Notice provided for this Competition. LCCC reserves the right to alter these dates as it deems appropriate.

Table 1: Competition timetable

Activity	Completed by
Deadline for the submission of requests for clarification in relation to the Tender Documents	7 working days before tender submission
Date after which LCCC will not normally issue supplemental information or responses to requests for clarification	4 working days before tender submission
Time-Limit for receipt of Tender Submissions	Friday 19th February 2027 at 14:00
Award of Contract	LCCC will endeavour to award within 6 months. Tender Submissions shall remain valid for acceptance for 6 calendar months following return.

1.7 Data Protection Notice

As part of this Competition, the Tenderer may (at various stages) provide personal data relating to the Tenderer or its organisation, employees or other third parties. In these Instructions, "Data Protection Laws" means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

Where the Tenderer provides personal data relating to third parties, the Tenderer must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

The Tenderer, as controller in respect of any personal data provided by it as part of this Competition, is required to confirm in the declaration required in the questionnaire that all data subjects whose personal data is provided by the Tenderer have consented to the processing of such personal data by the Tenderer, LCCC, the Evaluation Team and the supplier of the eTenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such personal data to LCCC for the purposes of its participation in this Competition.

Where such personal data is provided, the relevant controller is LCCC. If there are any questions about LCCC's use of such personal data, please contact LCCC's Data Protection Officer whose details are available upon request from LCCC.

LCCC may process the following personal data as part of this Competition:

- Name;
- Contact details;
- CV details;
- Details of proposed role(s) and responsibilities on this Contract;
- Referee details;
- And other data provided by the Tenderer.

LCCC collects personal data from the Tenderer directly and from the following sources:

- Tenderer's organisation;
- Other Members of the Tenderer's Consortium; and
- Referees.

Any personal data provided will be processed for the purposes of the Competition, the administration of any contract awarded on foot of this Competition, reporting to any regulators or oversight bodies and/or any disputes relating to the Competition or the Contract.

In connection with the above, LCCC may disclose personal data to various recipients including:

- the Tenderer's organisation;
- other members of the Tenderer's consortium (if applicable);
- LCCC's third party service providers, such as financial, legal and technical advisors; and
- regulators or oversight bodies.

If the Tenderer is unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the Contract to the successful Tenderer, whichever is later. If the Tenderer is successful, and a contract is awarded to the Tenderer at the end of the tender process, such personal data will be retained in accordance with LCCC's record management and retention policy, a copy of which can be obtained from LCCC upon request.

Any data subjects in respect of which LCCC holds or processes personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

All Tenderers are required to complete and include in their Tender Submission the LCCC Data Protection Processor Questionnaire set out in Appendix 1.

At award stage, the successful Tenderer will be required to complete the LCCC Data Processing Agreement_V5 which is included in Scope Schedule 13 Model Forms.

2.0 Procurement Process

2.1 The Regulatory Framework

The regulatory framework applicable to the procurement of the Contract comprises Directive 2014/24/EU of the European Parliament and of the Council implemented into Irish law by the European Union (Award of Public Contracts) Regulations 2016 (SI 284 of 2016) (the "Public Sector Regulations").

This Competition is being conducted under the open procedure. Tenderers will be assessed based on compliance with the pass / fail requirements set out in these Instructions and ESPD, and the responses provided to the qualitative criteria set out in these Instructions. The evaluation leading to the award of the Contract is anticipated to comprise two stages;

- Stage 1 evaluation of suitability - Pass/Fail.
- Stage 2 evaluation of the Tender – Most Economically Advantageous Tender (MEAT).

LCCC reserves the right at any time to take any step it considers appropriate in respect of the Competition, including (but not limited to):

- to change the basis of, or the procedure (including the timetable) relating to, the tender process;
- to reject any, or all, of the tenders;
- to invite Tenderers to resubmit their tenders on the basis of a revised specification;
- not to furnish Tenderers with additional information;
- procure the Contract agreement by other means;
- to abandon the Competition.

or to do any combination of the foregoing or anything else deemed appropriate. In no instance will LCCC be required to give any reason for any alteration or termination of the process.

2.2 Procedures for evaluation

It is intended that the assessment of Tender Submissions will consist of the following steps, which may be conducted in parallel or in a different order:

- Tender Submissions will be checked to ensure that the Tenderer has complied with any applicable procedural requirements detailed in this document. Tenderers who do not comply may be eliminated as determined by LCCC in accordance with its rights as set out in the Preface and the Public Sector Regulations;
- Tender Submissions will be checked to ensure that the Tenderer has declared by way of ESPD that it meets the pass / fail criteria. Tenderers whose declarations confirm that they do not meet the minimum criteria applicable will be eliminated. LCCC reserves the right to seek evidence substantiating the declarations made in the ESPD at any time. Any Tenderer who cannot provide the required evidence within the timeframe specified by LCCC (as may be extended at LCCC's sole discretion) or whose evidence demonstrates that the minimum qualification criteria are not met, will be eliminated;
- Any substantive responses to minimum criteria will also be evaluated, to verify whether the minimum criteria are met. Failure to meet the minimum pass criteria will result in elimination of the Tenderer from the Competition.
- In the event that a Tenderer fails to meet the minimum pass criteria in stage 1, their quality submission for stage 2 will cease to be considered, or, if the evaluation has not yet begun, will not be evaluated.
- Tenderers considered in stage 2 will have their technical submissions evaluated against each award criterion using the prescribed marking scheme set out in these Instructions, and an evaluation of their commercial submission will be made.
- On completion of the evaluation, the marks will be totalled and the Tenderer with the highest marks will be deemed to be the successful Tenderer based on the Most Economically Advantageous Tender (MEAT).

- LCCC will inform all Tenderers of the outcome of the Competition.

2.3 Reliance on the capacities of Others

If a Tenderer is relying on the resources or capacity of a parent or other entity in its Tender Submission for this Competition (including with a view to meeting the financial robustness and annual turnover criteria in the ESPD), the Tenderer must demonstrate to the satisfaction of LCCC (in its absolute discretion) that the resources being relied upon will be available to the Tenderer if it is successful.

In order to demonstrate this in the first instance, the Tenderer and the relevant entity shall complete and submit as part of their Tender Submission the following;

i) the relevant entity must provide a separate ESPD form duly completed and signed by the entities concerned. In providing a completed ESPD form, the parent company or other entity is confirming that the resources relied upon will be made available and confirming that a contractual commitment in a form acceptable to LCCC will be entered into by such parent or other entity at contract execution stage if required by LCCC.

ii) the relevant entities must complete the letter of undertaking set out in Appendix 5.

iii) the relevant entities must complete the Reliance Warranty and / or Reliance Guarantee form(s) set out in Scope Schedule 13 Model Forms.

Tenderers should note that, where a Tenderer is relying on the capacities of another entity with respect to the technical requirements, the Tenderer must demonstrate to the satisfaction of LCCC (in its absolute discretion) that the entity will perform the Works for which these capacities are required.

If any Tenderer wishes to rely on the resources of any person or other entity or entities (including for example, any sub-contractors, or a parent entity), in order to fulfil any of the selection criteria, whether of financial standing or of technical and qualitative standing, or both, the Tenderer must set out its detailed responses as to what are the precise arrangements by which it proposes to rely on the capacity and resources of other persons or entities.

It is anticipated that LCCC will require entities who offer resources or support to Tenderers to contract on a joint and several basis, provide guarantees, collateral warranties, direct agreements or some other structure or contractual mechanism as LCCC considers necessary in order for it to have appropriate recourse to the substantive entities bidding for the Works.

In the event that LCCC deems that the evidence provided in respect of reliance on resources is insufficient following clarification, if necessary (or where no reliance on resources is sought), the Tenderer will be evaluated based on its own financial and technical standing.

2.4 Change in circumstances

The information submitted in response to the Tender Documents (in particular, but without limitation, regarding the circumstances, ownership, structure, and/or control of a Tenderer and/or Members of a Consortium) may only be changed following the submission of the Tender Submission, with the consent of LCCC. Such consent must be sought from LCCC, in writing as soon as the Tenderer is aware of any change in circumstances or of any proposed change. Failure to do so may lead to disqualification of the Tenderer. LCCC reserves the right, at its absolute discretion, to withhold such approval for any such change in such circumstances and to disqualify the Tenderer from further participation in the procurement process.

LCCC reserves the right to require collateral warranties or other forms of agreement (in each case, in a form and substance acceptable to LCCC) from any entity before appointment or a change in circumstances.

2.5 Non-compliant tenders

Tenderers are required to fully comply with these Instructions and associated Tender Documents and any subsequent amendments issued during the tender period when preparing their Tender Submissions and participating in this procurement procedure.

Non-compliance with these Instructions or providing a Tender Submission not in accordance with the Tender Documents issued may, at the sole discretion of LCCC, invalidate their Tender Submission. If a Tenderer fails to comply in any respect with the requirements set out in these Instructions or provides a Tender Submission not in compliance with the Tender Documents, LCCC will be entitled (but will not be obliged):

i) to reject the relevant Tender Submission as non-compliant or qualified.

ii) without prejudice to LCCC's right to reject the Tender Submission:

a) to meet with, raise issues and/or seek clarification from the Tenderer in respect of the relevant Tender in the form of a Post Tender Clarification,

b) to request the Tenderer to provide LCCC with information or items which have not been provided or have been provided in an incorrect form,

c) to discuss and agree an amendment and/or change to the relevant Tender Submission with the Tenderer,

d) to waive a requirement which, in the opinion of LCCC, is minor, procedural or non-material,

e) amend the relevant requirement of the Tender Documents and invite the other Tenderers to adjust their respective Tenders on the basis of such revised requirement.

f) Take any other step permitted by law.

Tenders must not be qualified. Tenderers must not provide information that has not been requested in the issued Tender Documents. Tenders must also not be qualified in response to any clarifications requested. If the Tenderer is unwilling to accept/amend their Tender Submission to the acceptance of LCCC, then LCCC may reject the Tender Submission as qualified.

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

If LCCC is of the opinion that, the tendered Total of the Prices is abnormally low or any tendered amounts (including the rates tendered in Appendix 9 Activity Schedule) are abnormally low or abnormally high, LCCC may require the Tenderer to provide details of the constituent elements of the tendered Total of the Prices 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, LCCC is of the view that either the Total of the Prices is abnormally low or any tendered amounts are abnormally low or abnormally high, LCCC may reject the Tender.

No adjustment made under this section 2.6 will affect the tendered Total of the Prices.

2.7 Queries / clarifications / further information

Any questions, queries or requests for further information regarding these Instructions shall be submitted in writing via the messaging system on the eTenders website as early as possible, but no later than the date stated on eTenders for this Competition. LCCC shall be entitled to, but not obliged to, respond to queries and clarification questions received after this date.

If a Tenderer considers any part of this document or any of the other Tender Documents to be unclear, ambiguous, or inconsistent with the other documents published in relation to the Competition, the Tenderer shall raise a Tender Query with LCCC. Note that the Tenderer must notify LCCC, even when the time for submitting queries has expired (although LCCC is not obliged to respond to any queries received after the query deadline). LCCC shall notify all Tenderers of its ruling in respect of any ambiguity, discrepancy, error, or omission.

If LCCC is of the opinion that a clarification and/or amendment is required to be made to the Tender Documents, and / or additional information is required to be issued, then LCCC shall be entitled to make any such clarification and / or amendment to the Tender Documents and / or issue such additional information, at any time.

Responses to Tender Queries may be published on eTenders at LCCC's discretion. If a Tenderer believes a Tender Query relates to a confidential or commercially sensitive aspect of its Tender Submission, it must mark it as "Confidential" and clearly state the reason why.

If LCCC, at its discretion, is satisfied that the Tender Query should be properly regarded as confidential or commercially sensitive, the nature of the Tender Query and its response shall be kept confidential (subject to the requirements of any law, or applicable requirements).

If, however, in the opinion of LCCC, it would be inappropriate to answer the Tender Query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the Tender Query or to raise any objection within three (3) working days of such notification and state the grounds for its objection.

If the Tenderer does not withdraw the Tender Query or raise any objection within the specified period, or LCCC is of the opinion that, notwithstanding the objection of the Tenderer or the Tenderer's withdrawal of the clarification question, the Tender Query is not confidential or commercially sensitive, or that a clarification or additional information in respect of part or all of the subject matter of the question should be issued, LCCC may issue the Tender Query and its response to all of the Tenderers, or may exercise its rights under this section to amend / clarify any Tender Documents or issue additional information to all Tenderers.

Notwithstanding anything else in these Instructions, if LCCC is of the opinion that these Instructions need to be supplemented with information which clarifies or amends these Instructions (including by adding to or deleting from these Instructions), whether because of any Tender Query raised by a Tenderer or otherwise, it is entitled to do so at any time.

It is a requirement of LCCC that all exchanges shall be kept confidential by the Tenderers and not disclosed to any person, save as may be required by law. LCCC requires that all information provided by Tenderers or by LCCC pursuant to these Instructions be treated in strictest confidence by Tenderers, and by submitting a Tender Submission, Tenderers shall be deemed to acknowledge and agree.

2.8 Presentations / consultations

2.8.1 Tender Presentation

There may be, at LCCC's discretion, a presentation by LCCC and their representatives to interested Tenderers.

2.8.2 Post Tender Clarification Meetings

LCCC shall be entitled to request any Tenderer who submits a completed Tender Submission to attend, at their own cost, Post Tender Clarification Meeting(s). LCCC may ask that specific individuals named in the Tender attend the meeting(s). Tenderers will be given as much notice as possible of the venue and time of such meeting(s).

Note that LCCC, in its absolute discretion, may not require any or all Tenderers to attend a meeting(s) or clarify their responses and Tenderers should draw no conclusion from such meeting(s) or the absence of them.

2.9 Tax Clearance

The successful Tenderer must demonstrate tax clearance in accordance with the terms of Department of Finance Circular 43/2006: Tax Clearance Procedure: Public Sector Contracts (or any replacement) as a pre-condition to contract award.

2.10 Sanctions

LCCC reserves the right to exclude any Tenderer from the competition should LCCC be of the view that entry into the Contract with such Tenderer (bearing in mind any Consortium Members, entities relied upon or subcontractors) to be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers shall be required to disclose in their Tender Submission any issues giving rise to possible sanctions application.

Tenderers must complete and submit as part of their Tender Submission, the declaration letter set out in Appendix 6.

2.11 Language

All correspondence in relation to this tender procedure and the Contract, if awarded, is in English.

2.12 Nature of Tenderers

If the Tender is submitted by a Consortium or Joint Venture, the Tender Submission shall include a copy of the Consortium or Joint Venture agreement or constitution, identify the leader of the Joint Venture and identify the percentage share of each member of the Consortium or Joint Venture.

If a Tender is submitted by a Consortium comprising more than one organisation, then such parties, if their Tender is successful, may be required at the absolute discretion of LCCC to assume such legal form by incorporation, partnership or otherwise, as will entitle them to contract as a single entity.

Tenderers may not alter or change their legal composition or amend the parties that formed the Consortium or Joint Venture during the procurement process without the prior written consent of LCCC and the decision of LCCC shall be final in this regard.

2.13 Currency

The prices shall be in Euro (€) stated to two decimal places and all prices shall be exclusive of Value Added Tax (VAT). **Tenderers are advised to check any rounding applied in order to avoid arithmetic errors** in their Tender Submissions.

2.14 Collusion and canvassing

The Competition Act 2002 and the Competition Act (Amendment) 2022 makes it a criminal offence for Tenderers, including directors and managers of companies, to collude on prices or terms in a public tender procedure.

If a Tenderer is found to have offered to give or to have agreed to offer or give to any person any bribe, gift, gratuity, commission or consideration of any kind, or any inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tender, or for showing or forbearing to show any favour or disfavour to any person in relation to its tender, the Tender Submission submitted by such Tenderer will be rejected and the circumstances surrounding such action will be referred to the appropriate authorities.

Any attempt by a Tenderer to influence the process of tender evaluation or award of the Contract through canvassing or other means will result in that Tender being rejected. Tenderers are advised that the use of improper influence will also result in a Tender Submission being rejected. Examples of such improper influence may include collusion, price fixing, tender rotation or market division or contacting persons in LCCC or any of their advisors.

2.15 Tender validity period

Tender Submissions submitted are an irrevocable offer valid for acceptance by LCCC for a period of **six calendar months** from the closing date for receipt of Tender Submissions, or such further period as may be agreed by the parties.

There will be no contract between any Tenderer and LCCC concerning the subject of these documents (except for the Tenderer's irrevocable offer to be bound by its Tender Submission for the period stated) unless and until the Contract has been entered by issue of a tender acceptance. These Instructions will not form part of any Contract.

The issue of the Tender Documents in no way commits LCCC to award any contract pursuant to the tendering process. LCCC is not bound to accept the lowest or any tender and reserves the right to accept any Tender either in whole or in part or parts.

2.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) any publicity activity in relation to this tendering procedure except where they have obtained the written agreement of LCCC to publicity activity being undertaken and have obtained LCCC's written agreement in relation to the content of such publicity. For the purposes of this Instruction 'publicity' includes all written and spoken media, and therefore includes radio, television, newspapers, trade and specialist press, the internet, social media, a Tenderer's own publicly accessible statements, and any other medium which is accessible by the public.

2.17 Exclusion from participation in the tendering procedure

Tenderers are reminded that where the grounds for exclusion in Regulation 57 of SI 284/2016 (European Union (Award of Public Contracts) Regulations apply to this competition, LCCC may require updated information in this regard at any time prior to the award decision. If such updated information discloses that, or to LCCC knowledge, any of the circumstances outlined in Regulation 57 apply to the Tenderer, the Tenderer may be excluded from the competition.

2.18 Measures under the International Procurement Instrument

Appendix 8 – International Procurement Instrument (IPI) measures apply to this Competition. Tenderers are required to provide a declaration in relation to their country of origin in the form of Appendix 8 – Declaration regarding International Procurement Instrument.

Tenderers are reminded that LCCC may, at any stage, seek information from Tenderers, should it deem appropriate to do so, to ascertain the country of origin of any Tenderer (pursuant to the rules on determining origin set out in Regulation 2022/1031) for the purposes of verifying whether it is subject to an IPI measure. Tenderers are also reminded that where their circumstances have, or may, subsequently change, in relation to any IPI measure, they must advise LCCC in writing under Section 2.40 (Change in circumstances) of these Instructions.

2.19 Interpretation, ambiguity, discrepancy, error, omissions and clarifications

Tenderers shall ensure that they have all the information required for the preparation of their Tenders and satisfy themselves about the correct interpretation of terminology used in the Tender Documents. Tenderers shall ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted. If a Tenderer becomes aware of any ambiguity, discrepancy, error, or omission in the Tender Documents, they must immediately notify LCCC. Following receipt of such notification, LCCC will notify all Tenderers of any amendments it considers necessary.

2.20 Compliance with environmental, social and labour law

Where the Contract is subject to the European Procurement Regulations, the successful Tenderer shall be required to comply with all applicable environmental, social and labour law established by European Union law, national law, collective agreements or by the international, social and labour law provisions listed in Annex X of Directive 2014/24/EU.

3.0 Requirements for Tender Submissions

3.1 Completion of documents

Tenderers are required to:

i) Complete the ESPD, Activity Schedule and Contract Data Part Two in accordance with these procedures and to comply with any other requirements set out in these Instructions or as specified by LCCC;

ii) Where these Instructions require documentation or information to be provided with the Tender Submission, include all such information or supporting documents in their Tender Submission;

iii) Where these Instructions allows for certain questions to be responded to by way of ESPD declaration, provide evidence substantiating the ESPD upon request by LCCC.

Some questions in these Instructions require a substantive response to be included with the Tender Submission, while others may be responded to in the first instance by way of ESPD. This is clearly identified in each case. Where a question requires a substantive response to be included with the Tender Submission, it shall not suffice for a Tenderer to respond to that question by way of ESPD.

Tenderers should not leave any section blank. If a Tenderer considers a part or section is not relevant, it should direct a clarification to LCCC via eTenders and state the reason why such a part or section is not relevant.

Where the same information is required in respect of more than one sub-criterion or question in the Instructions, it must be provided again as required with its corresponding unique reference and located in appropriate folder.

In completing the Tender Submission, Tenderers are required to provide all of the details that they consider necessary to provide a sufficient response to each sub-criterion, question, or item set out in these Instructions.

LCCC shall be entitled to take all reasonable steps and make all reasonable enquiries to check information included in a Tender Submission, ESPD, or in any supporting evidence, including by contacting referees.

3.2 Submission of documents

One electronic copy per Tenderer of the completed Tender Submission shall be uploaded to the eTenders procurement website no later than the Tender Submission deadline as set out on eTenders.

Tender Submissions must be submitted through the eTenders website only. Responses submitted by hand, post, fax or email **will not** be accepted and will not be evaluated. It is the responsibility of the Tenderer to ensure that their Tender Submission is uploaded to the eTenders website on time. Tenderers are advised to familiarise themselves with the eTenders website and to allow plenty of time for upload. Other than in exceptional circumstances (as determined by LCCC), consideration will not be given to any Tender Submission received after the Tender Submission deadline or the receipt of Tender Submission by any means other than the eTenders website.

LCCC is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupted.

The Tender Submission, including all information and documentation, should be submitted in English and where copies of original documents are provided in languages other than English, a complete and accurate and certified English translation must be provided, or the documents will not be considered during the evaluation. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

Any technical problems with the eTenders system or questions of the functionality in the eTenders system should be directed to the eTenders helpdesk. Tenderers should contact eTenders helpdesk either;

via email: irish-eproc-helpdesk@eurodyn.com
or by phone: 0818 001459 (Ire) & +353 818001459 (Int)
during office hours (09:00am – 17:00pm Monday to Friday Irish time).

The Tenderers completing a Tender Submission for this competition will be required to submit a folder containing:

Stage one evaluation

- **Folder 1**: Completed sections of the ESPD;
    - **Sub-folder 1:** Financial evidence namely; financial statements, annual turnover and banker's letter,
    - **Sub-folder 2:** Performance bond and insurance evidence (Refer to Appendices 2A, 2B and 3),
    - **Sub-folder 3**: technical bodies involved evidence,
    - **Sub-folder 4:** Completed sections of the ESPD by a Tenderer (each Member completes sections of the ESPD if a Tenderer is a Consortium),
- **Folder 2**: Any other documents stipulated in these Instructions;
    - **Sub-folder 1**: List of works carried out over the past seven years,
    - **Sub-folder 2**: Health & Safety Competency Questionnaire including supporting evidence (Refer to Appendix 4),
    - **Sub-folder 3**: Data Protection – Processor Questionnaire (Refer to Appendix 1),
    - **Sub-folder 4**: any other documents stipulated in these Instructions (Refer to Appendices 5, 6, 7, 8 and any other evidence provided by the Tenderer).

Stage two evaluation

- **Folder 3**: Technical submission;

Tenderers shall provide a separate response (in pdf. format) for each technical submission requirement and the file name used shall be as follows:

- Project Specific Criterion 1 – [Tenderer's Name],
- Project Specific Criterion 2 – [Tenderer's Name],
- Project Specific Criterion 3 – [Tenderer's Name],
- Project Specific Criterion 4 – [Tenderer's Name],

- **Folder 4**: Completed Form of Tender (Refer to Annex 1),
- **Folder 5**: Completed details of Tenderer (Refer to Annex 2),
- **Folder 6**: Commercial submission;
    - **Sub-folder 1:** Completed Activity Schedule (Refer to Appendix 9),
    - **Sub-folder 2**: Contract Data Part Two.

Tenderers shall ensure that the Tenderer's name is clearly visible on every page or part of every document submitted.

Additional Information to be provided:

- **Folder 7:** Curriculum Vitaes

The Contractor shall provide CVs (max 2 no. A4 pages) for each of the individual staff identified in Schedule 4 Part 1 Section 15. The CVs shall not form part of the qualitative assessment of the Contractor's tender but will

merely demonstrate to the Client that the staff being proposed possess the qualifications and experience necessary to discharge the duties required for the particular role proposed

Tenderers must submit a master schedule of all submitted documents, which includes folder structure, filenames and versions, with their Tender Submission on eTenders. Any files not included in the master schedule will be deemed not to have been uploaded to eTenders.

3.3 Late Tender Submissions

It is LCCC policy to open Tenders promptly after the closing date for receipt of Tenders. The Irish Government's www.etenders.gov.ie website will not allow for the upload of tender submissions past the submission deadline. Tenderers are fully responsible for the timely upload of their Tender submission. Tenderers must ensure that they give themselves sufficient time to upload all the required tender documentation before the tender deadline. Tenderers should take into account that upload speeds may vary.

LCCC reserve the right to accept a late Tender Submission but only under what it deems as exceptional circumstances such as if eTenders was offline for technical reasons.

3.4 Copies and format of Tender Submissions

Tenderers are required to submit the information forming their Tender in as much detail as possible and in clear and unequivocal language. A Tender not provided in clear and unequivocal language may be rejected as non-compliant. All Tenders must be formatted using the structure described below. LCCC reserves the right to reject any Tenders not structured in this way.

Documents provided as part of the Tender Submission shall be provided in .pdf format and other formats as required by these Instructions in the folder structure outlined in Section 3.2. Each element of the Tender shall be provided as a separate file with a file name that clearly identifies the contents and takes into account the requirements of these Instructions. Where a document is provided in .pdf and another format the .pdf version will be taken as correct in the event of any discrepancy or ambiguity.

Written responses shall be provided in minimum size 12 'Arial' font only having 1.15 line spacing on A4 paper.

Where drawings / sketches are required as part of the response submission, any text included on the drawings shall be equivalent to minimum size 10 'Arial' font on A3 paper.

Margins shall be set at 2.5cm on each edge of the page. The margins may contain headers and footers, including page numbering.

Page limits are expressed in sides of A4 unless specified otherwise. Tenderers may use sizes other than A4 in their submission, but they are counted in A4 equivalents – therefore a side of A3 equals two sides of A4. Where a response exceeds the page limit only the material which is within the page limit will be considered.

For the avoidance of doubt, pages containing tables, flowcharts, diagrams, pictures and the like will be counted as contributing to the page limits set out. It is at the Tenderers discretion to decide the number of pages required to provide their response, but they must not exceed the maximum number of pages stated per technical submission response.

3.5 European Single Procurement Document (ESPD)

The following Parts of the ESPD must be completed by the Tenderer, any Member of the Tenderer (where the Tenderer is a Consortium), and any entity being relied upon:

- Part II of the ESPD (Information concerning the economic operator);
- Part III of the ESPD (Exclusion grounds);
- Part IV of the ESPD (Selection criteria); It shall not suffice to complete the ESPD in response to the selection criteria to which a substantive response must be provided with the Tender Submission; and
- Part VI of the ESPD (Concluding statements).

Do **not** complete Part V of the ESPD (Reduction in the number of qualified candidates).

The ESPD is a separate document to this Instructions to Tenderers document.

3.6 Commercial submission

Only the commercial submission of each Tender will contain the pricing information. This electronic pricing submission must be clearly named “Commercial submission” and uploaded separately from the remainder of the Tenderer’s submission in accordance with the folder structure outlined in Section 3.2.

Under the commercial submission response, Tenderers shall provide the items as described in Annex 3 and in the format as outlined.

3.7 Technical submission

This section of the tender submission will contain the remainder of the submitted tender (excluding pricing) for qualitative assessment and is described in Annex 4.

3.8 Enhanced Scope

Tenderers shall note clause Z14 (Tender Submission) which states in Z14.3 that “If in the opinion of the *Project Manager* a representation made in the *tender submission* would give rise to a higher standard than that described in the *conditions of contract* or the Scope, the *Project Manager* may instruct that the Scope is changed to deliver the representation.”

4.0 Minimum requirements

The minimum qualification criteria that each Tenderer must satisfy for stage 1 are as follows:

4.1 Financial robustness

The Tenderers must demonstrate that they have the financial capacity to deliver the Works, as described in Tender Documents and over the duration of the Contract.

The evidence required to pass this criterion is financial statements and balance sheets for the last three completed financial years. Balance sheets must demonstrate that the Tenderer's accounts are in good standing. The minimum requirement under this criterion is that the Tenderer has financial capacity, to LCCC's satisfaction, to meet all financial requirements and contingencies that might arise from the Contract if awarded to the Tenderer. In addition to submitting the financial statements and balance sheets required, the Tenderer must also complete Part III of the ESPD supplied with the Tender Documents.

In order to assess whether the Tenderer has demonstrated adequate financial robustness for the Contract, in addition to the analysis of financial statements, LCCC shall also consider the information set out below;

- Structure of the Tenderer,
- Reliance on resources,
- Legal proceedings,
- Insurance and performance bond,
- Banker's letter.

The financial robustness of the Tenderer will be evaluated based on a review of:

i) the financial and other information provided in the Tender Submission and required in accordance with these Instructions; and

ii) Publicly Available Information where "Publicly Available Information" means information that has been published by a Public Source, where "Public Source" means the main source(s) of business news in the countries in which the relevant entity is organised and/or conducts its principal commercial activities, any internationally recognised published or electronically displayed news source, any commercial information provider or credit rating agency.

The financial robustness evaluation will be conducted by LCCC's financial advisers who will apply professional judgement and give their recommendations to LCCC. The evaluation will include an analysis of the financial statements and balance sheets provided as well as any other information the financial advisers deem necessary. Where LCCC's financial advisers consider, based on its assessment of the Tenderer's information that a Tenderer has not demonstrated that it is financially robust, LCCC shall have the right to eliminate the Tenderer from the Competition.

4.2 Annual turnover

The Tenderer must demonstrate, as a minimum requirement, an annual turnover in each of the last three financial years immediately preceding the Tender Submission deadline as set out in the Instructions, of at least:

- €25 million (Twenty-five million euros) that is directly related to civil engineering works.

If the previous financial year's financial statements have yet to be audited, a letter from the entity's accountant certifying the turnover figure for that year should be provided. It is the responsibility of the Tenderer to provide audited financial statements to LCCC once these become available.

Where turnover is reported in a currency other than EUR (€), Tenderers should use the average exchange rate per relevant period as per ECB Euro system to convert the turnover into EUR (€) equivalent.

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

For the purposes of responding to this Instruction, it shall suffice to provide the declaration and information required in Part IV Section B of the ESPD, although LCCC reserves the right to seek further information at any time.

4.3 Insurance

To pass this requirement, the Tenderer must provide evidence demonstrating that insurance meeting the below requirements is either in place or can be provided if the Tenderer is successful. The successful Tenderer will be required to demonstrate that such insurances are in place prior to being awarded any work under the Contract agreement:

i) Public liability insurance in the sum of €25,000,000 for each and every claim;

ii) Employer's liability insurance in respect of any death, disease, or injury to any employee of the successful Tenderer having a minimum limit of indemnity for each and every occurrence of €13,000,000;

iii) Professional indemnity insurance having a minimum limit of indemnity of €6,500,000 for each and every claim or €10,000,000 as an annual aggregate from an insurer authorised to provide such insurance (with a maximum permissible excess of €1,000,000 or 2.0% of annual turnover, whichever is greater on said professional indemnity insurance which the Contractor will bear the cost of claims);

iv) Minimum level of Contractor's All Risk insurance required is replacement cost including cost of demolition, removal of debris, delivery, professional fees, inflation occurring during the construction and reinstatement periods, and profit and minimum for professional fees 12.5% of the total of the Prices. Refer to the Insurance Table in Appendix A of Contract Data Part One for detailed insurance requirements; and

v) Small unmanned aircraft (SUA) insurance (also known as drone insurance) in the sum of €6,500,000 for each and every claim.

Tenderers shall provide a signed copy of their current insurance schedules for each of the insurances required to be provided by the Contractor clearly outlining the relevant periods of insurance and limits of liability. If the Tenderer does not currently have insurance meeting the above requirements a letter from an insurance broker, as set out in Appendix 2A, confirming that they can obtain such insurance shall be provided.

For drone insurance, it shall suffice for the Tenderer to provide written confirmation from their employers and public liability insurers that the use of such equipment is covered or alternatively, the Tenderer shall provide evidence of separate aviation liability insurance in respect of such drones with an indemnity limit of that stated above and including a notation of an indemnity to LCCC.

The prices include the cost of obtaining and maintaining all insurances required under the Contract, to include the provision of any specific indemnities to third parties with an interest attaching as may be required under the Contract.

In addition to providing letters or current insurances schedules, Tenderers are required to complete and include in their Tender Submission the professional indemnity questionnaire set out in Appendix 2B.

The details provided by Tenderers during this procurement process and any existing arrangements which Tenderers have in place or propose to make in relation to insurance are subject to acceptance by LCCC and its insurance advisers. LCCC and its insurance advisers may seek clarifications or may query any matters pertaining to the insurances. LCCC reserves the right, and discretion, to reject any Tender where the terms of the insurance which are proposed to be provided is not to LCCC's satisfaction.

4.4 Performance Bond

To pass this requirement, the Tenderer must provide evidence (e.g. by way of a letter from a surety as set out in Appendix 3) demonstrating that a bond meeting the below requirements can be provided if the Tenderer is successful.

The successful Tenderer will be required to produce a performance bond prior to being awarded the Contract agreement. The amount of the performance bond shall be;

- **10%** of the total of the Prices on the Contract Date until the Completion Date,

- After the Completion Date, **5%** of the total of the Prices on the Contract Date until the *Supervisor* issues the Defects Certificate or the end of the last defects correction period whichever is the later.

The required form of performance bond is set out in the Tender Documents.

LCCC reserves the right to require further information or seek clarifications or query any matters pertaining to the provision of the performance bond from Tenderers.

4.5 Bankers Letter

The Tenderer must provide current signed letters (i.e. signed within sixty (60) days prior to the Tender Submission deadline date and time) from their principal bankers as identified in the audited financial statements that:

i) indicates the length (in years) of the banking relationship;

ii) confirms that the bank is the relevant entity's principal banker;

iii) confirms that "all accounts held by the relevant entity are currently in good standing".

4.6 Technical bodies involved

To pass this requirement, the Tenderer must have an accredited quality/Environmental/Health & Safety management system in place including at least ISO 9001, ISO 14001/EMS and ISO 45001 or other equivalent standards, covering the construction activities envisaged under this contract. For the purposes of responding to these Instructions, it shall suffice to provide the declaration in Part IV of the ESPD, although LCCC reserves the right to seek further evidence at any time. The evidence to be provided will include copies of the certificates and details of the scope of any such accreditation (and which works location(s) the accreditation applies to).

4.7 Health & Safety Competency Questionnaire submission

The successful Tenderer will be required to carry out the roles of Works Contractor, Project Supervisor for the Construction Stage (PSCS), Health and Safety Coordinator (HSC), Designer and Project Supervisor for the Design Process (PSDP) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013 (S.I. No 291 of 2013) (as amended).

Tenderers shall complete and submit as part of their Tender Submission, the SF128 External Health and Safety Competence Questionnaire, and the supporting data required. The form is set out in Appendix 4.

If the Tenderer is a Consortium, the SF128 External Health and Safety Competence Questionnaire must be completed by the nominated PSCS/PSDP entity within the Consortium.

4.8 List of works carried out over the past seven years

Tenderers are to provide the details of **at least one and up to three** previous projects they have carried out (which can be by at least one Member in the case of a Consortium, Joint Venture or other party seeking to be awarded the Contract), which relate to road construction and are of similar nature and complexity to this Contract. It is at the sole discretion of LCCC to determine if a project relates to road construction and is of a similar nature and complexity to this Contract. The nature, size, and complexity of the project is outlined in the Scope.

To pass this requirement, the Tenderer must demonstrate **at least one** previous project comprised of a new road construction contract which must:

i) Have had a contract value to the Tenderer of at least €50 million,

ii) Have had a minimum length of 3km.

and

the Tenderer must demonstrate that **at least one** previous project comprised of a new road construction contract which must:

i) Have involved the Tenderer being responsible for both the design and construction functions of the contract (Design and Build type contract).

For each previous project, the Tenderer's contract with the client must have been completed within the seven years preceding the Tender Submission deadline (or if not yet completed, the activities described must have occurred within the seven years preceding the Tender Submission deadline).

For each previous project, the Tenderer must provide the following information as a minimum;

- Name and place of previous project,
- Previous project value,
- Client's name and address,
- Previous project contract referee (name, address, telephone and email)
- Description of the nature, scale, and complexity of the works delivered
- Date of commencement and completion of the Tenderer's contract

In addition, the Tenderer shall provide its role in the contract, providing details that clearly set out;

- That it was the sole / lead Contractor for the duration of the previous project, and/or
- Their proportional involvement where the works was provided as part of a Joint Venture, Subcontractor or another partnership arrangement.

Where the Tenderer was a subcontractor, this is to be clearly stated, along with the details of the main contractor and an explanation of the sub-contractor role on the project.

LCCC reserve the right to contact the referees for each previous project to confirm the details and evidence provided.

The Tenderer must provide information on each previous project in the prescribed format set out in Section 3.4 of these Instructions and shall not exceed two A4 pages.

LCCC shall apply its professional judgement in assessing the level of capability / experience the Tenderer has demonstrated based on the responses provided in respect of this Section.

5.0 Evaluation Process

5.1 Tender evaluation

As described in Section 2.1, the tender evaluation will be divided into two stages:

Stage 1:

i) A preliminary assessment, confirming the Tender Submission meets the minimum requirements set out in Section 4; and

Stage 2:

i) A further assessment, which will be used to assess, score and rank the Tenderers and identify the most economically advantageous tender. This assessment is further divided into:
   a) a commercial assessment; and
   b) a technical assessment.

5.2 Preliminary assessment

In the preliminary assessment LCCC will check that the Tender Submission contains all the information required of it, and that the requirements of the Tender Documents have been complied with in full.

Any non-compliance with the requirements of the Tender Documents will be dealt with in accordance with Section 2.5.

Should any non-compliance with the requirements of the Tender Documents be identified after completion of the preliminary assessment, this will also be dealt with in accordance with Section 2.5.

5.3 Award criteria

The winning Tender Submission shall be the tender adjudged to be the Most Economically Advantageous Tender from the point of view of LCCC. This will be the Tender with the highest marks following the application of the following award criteria outlined in Table 3 below to compliant Tenders.

Table 2: Award Criteria

Section	Qualification criteria	Scoring	
		Maximum	Minimum
Financial (Pass/Fail)			
4.1	Financial robustness	Pass	Pass
4.2	Annual turnover	Pass	Pass
4.5	Banker's letter	Pass	Pass
Insurance and performance bond (Pass/Fail)			
4.3	Insurance	Pass	Pass
4.4	Performance bond	Pass	Pass
Health & safety, Quality and Environmental (Pass/Fail)			
4.6	Technical bodies involved	Pass	Pass
4.7	Health & Safety competency questionnaire	Pass	Pass
Educational and Professional experience (Pass/Fail)			
4.8	List of works carried out over the past seven years	Pass	Pass
Commercial and technical assessment (Qualitative assessment)			

Section	Qualification criteria	Scoring	
		Maximum	Minimum
		Weighing	Minimum %
Annex 3	Commercial assessment (Tendered total of the Prices)	250	N/A
Annex 3	Commercial assessment (*fee percentage*)	50	N/A
Annex 4	Response to Project Specific Criterion (technical assessment)	700	See annex 4
Commercial and technical assessment Grand Total		**1,000**	

Marks will be calculated to two decimal places.

Without prejudice to what is set out elsewhere in this document, LCCC intends to award the contract to the Tenderer who has submitted the most economically advantageous tender.

5.4 Qualitative evaluation

For the avoidance of doubt, Tenderers should note that each response to the questions posed in the commercial and technical submission shall be scored using the scoring guidance set out in Annexes 3 and 4.

5.5 Tie break process

In the event that there is a tie between two or more Tenderers with the highest marks following the application of the award criteria to compliant Tenders, the tied Tenderer with the highest mark under technical assessment will be adjudged to be the most economically advantageous to LCCC. If the tie remains, then the Tenderer with the highest marks for Project Specific Criterion 2 will be adjudged to be the most economically advantageous to LCCC. If the tie still remains, then the winning tenderer shall be determined by drawing lots.

5.6 Condition Precedent

If a contract is awarded arising out of this tender process, the award of such shall be conditional upon the successful Tenderer:

i) supplying its tax clearance access number and tax reference number, if the Tenderer is an Irish company, to facilitate online verification of its tax status by LCCC. By supplying these numbers, the Tenderer acknowledges and agrees that LCCC has the permission of the Tenderer to verify its tax cleared position. If the Tenderer is not an Irish company it provides a statement of suitability issued by the Irish Revenue Commissioners,

ii) providing evidence of insurances, bond and other securities in accordance with the Contract,

iii) providing confirmation that the key people named in Contract Data Part Two are available to commence work on the project,

iv) confirming the immediate availability of any required appointments such as Project Supervisor for the construction stage or Project Supervisor for the design process.

5.7 Debriefing policy

It is the policy of LCCC not to hold debriefing meetings. Comprehensive debrief letters will be issued to the unsuccessful Tenderers, setting out the reasons for the rejection of their Tenders and the characteristics and relative advantages of the successful tender, in compliance with LCCC's obligations under the EU Remedies Directives and associated national Regulations.

Annex 1 – FORM OF TENDER

(Refer to Annex 1 – Form of Tender in a separate document on eTenders)

Annex 2 – TENDERER DETAILS

(Refer to Annex 2 – Tenderer's Details in a separate document on eTenders)

Annex 3 – COMMERCIAL SUBMISSION

Submission requirement

Tenderers are to provide:

i) a fully completed Contract Data Part Two in the form provided by LCCC.

ii) A completed activity schedule included in Appendix 9 according with the instructions below.

The activity schedule shall be fully inclusive and cover all costs relating to the works contained in the Scope. The total of the prices from the activity schedule shall be inserted in Contract Data Part 2.

The Prices shall include all items necessary to carry out the works which are Defined Cost in accordance with the Schedule of Cost Components.

Tenderers are advised to familiarise themselves with the Schedule of Cost Components and to satisfy themselves that their *fee percentage* is sufficient to recover any cost they may experience which is not part of Defined Cost in accordance with the Schedule of Cost Components.

If a Tenderer's *fee percentage* is lower than 10% or higher than 18%, the Client will reject their Tender.

Corrections to tender pricing

In the event of a discrepancy between the priced activity schedule and the tendered total of the Prices in the Contract Data Part Two, the tendered total of the Prices in the Contract Data Part Two shall prevail.

In the event of such a discrepancy, LCCC reserves the right to correct Tenderers' priced activity schedule, or to request the Tenderer to correct the priced activity schedule if LCCC considers it appropriate to do so.

LCCC shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its priced activity schedule.

Any LCCC's corrections will supersede any arithmetic errors made by the Tenderer, where there is a discrepancy. No adjustment/corrections made under this section will affect the tendered total of the Prices in the Contract Data Part Two.

Commercial submission assessment model

The marks available for the Commercial Submission are listed in Section 5.3.

Financial data from each Tenderer's Contract Data Part Two will be applied to a LCCC model of assessment. The model takes into account the:

i) the *fee percentage*; and,

ii) the tendered total of the Prices.

Fee percentage

The Tenderer who offers the lowest *fee percentage* is awarded 50 marks.

Other Tenderers are awarded proportionally less marks, determined using the model below:

$$50 - \left[\frac{(Fee\ \%\ (eval)\ -\ Fee\ \%\ (lowest))\ x\ 100\ x\ 0.5}{Fee\ \%\ (lowest)}\right]$$

Where *fee % (eval)* is the *fee percentage* under evaluation, *Fee % (lowest)* is the lowest tendered fee percentage.

The tendered total of the Prices

The Tenderer who offers the lowest total of the prices is awarded 250 marks.

Other Tenderers are awarded proportionally less marks, determined using the model below:

$$250 - \left[\frac{(Price\ (eval)\ -\ Price\ (lowest))\ x\ 100\ x\ 1.0}{Price\ \%\ (lowest)}\right]$$

Where *Price (eval)* is the tendered total of the Prices under evaluation, *Price (lowest)* is the lowest tendered total of the Prices.

Refer to Appendix 11 for a worked example of how the commercial assessment will be conducted.

Annex 4 – TECHNICAL SUBMISSION

Total marks available for the Technical Submission are listed in Section 5.3.

Tenderers shall provide:

i) Responses to Project Specific Criteria

Responses to Project Specific Criterion

Tenderers shall provide a response to each of the Project Specific Criterion in Table 4.1 below.

Tenderers should include details of their proposed approach and provide appropriate supporting data, which may include examples of the proposed approach being successfully deployed previously, or which may provide a rationale to support the proposed approach where it has not been deployed previously. LCCC requires this supporting data to provide confidence that the specific solutions and the proposed approach for this contract, as set out in in the Tender, are likely to be successful. Higher levels of confidence are likely to be achieved by LCCC where appropriate evidence of successful delivery is provided from other projects.

The responses to be provided shall set out what will be delivered if the Tender is successful, and describe the processes to be applied, and actions to be undertaken. At LCCC's discretion, some or all of the successful Tenderer's responses may form part of the Tender Submission under the Contract.

Each Project Specific Criterion response shall be accompanied by a non-exhaustive list of factors that LCCC have identified as being important in their consideration of the response. Tenderers may include other factors that they consider important. LCCC may take into consideration factors not included in the list.

Each Project Specific Criterion response shall be a standalone response and tailored to the Project Specific Criterion with no cross referencing between responses.

Responses to the Annex 4 – Technical Submission as outlined in Table 4.1 Project Specific Criterion shall be written in MINIMUM SIZE 12 'ARIAL' FONT ONLY HAVING 1.15 LINE SPACING on A4 paper to the maximum limits specified in each question as outlined below.

Where drawings / sketches are required as part of the response submission, any text included on the drawings shall be equivalent to MINIMUM SIZE 10 'ARIAL' FONT on A3 paper to the maximum limits specified in each question as outlined below.

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Table 4.1: Project Specific Criterion

No	Project Specific Criterion	Non-exhaustive list of factors to be considered in response. The response need not be limited to these factors.	Number of Pages allowed	Marks Available
1	Describe your plan to execute the Works at the N21 Rathkeale tie-in while protecting the safety of road users, construction workers & the general public.	**Part 1: Approach (MAXIMUM 3 NO. A4 PAGES & 4 NO. A3 DRAWINGS / SKETCHES)** In your response, you shall demonstrate how you plan to execute the Works at the N21 Rathkeale tie-in while safely managing traffic volumes of approximately 17,000 AADT on the existing N21 to ensure the safety of road users, construction workers & the general public. Your proposals should cover the relevant restrictions detailed in the Contract Data Part 1 and the Scope. You should clearly identify your proposed temporary traffic management layouts for each phase of the Works (limited to max. 4 no. drawings which is separate to the written response page limit allowance), giving consideration to the safe management of all potentially affected road users. **Part 2: Evidence and Rationale (MAXIMUM 2 NO. A4 PAGES)** The response shall provide evidence of the successful application of similar approaches on previous projects completed within the last 7 years, how you will incorporate experience and lessons learned on similar projects into your plan to execute the Works while protecting the safety of road users, construction workers & the general public. If evidence of previous success is not available to support the proposed approach, including for any novel or innovative aspects, then the rationale for the approach should be set out to explain why the proposal is likely to be successful on the Croagh to Rathkeale project.	5 no. A4 (text) & 4 no. A3 (drawings)	200

No	Project Specific Criterion	Non-exhaustive list of factors to be considered in response. The response need not be limited to these factors.	Number of Pages allowed	Marks Available
2	Describe your proposed approach to the delivery of the project within areas of soft ground, specifically from Chainage 28+700 to 29+100 and how programme risks linked to these soft ground works will be managed.	**Part 1: Approach (MAXIMUM 5 NO. A4 PAGES) & 4 NO. A3 DRAWINGS / SKETCHES)** The response to this Project Specific Criterion shall provide a description of your proposed approach to managing the delivery of the construction activities on the site within areas of soft ground, specifically from Chainage 28+700 to 29+100 in which the soft ground is anticipated to extend to up to 8m in depth in places. The response should contain a consideration of how programme risks linked to soft ground works will be managed, and how this aligns with broader programme risks for pavement and structures completion and overall contract completion by the Completion date. You should clearly outline your proposed approach on drawings (limited to max. 4 no. drawings which are separate to the written response page limit allowance), giving consideration specifically to the proposed execution methods for the soft ground works between Chainage 28+700 to 29+100. **Part 2: Evidence and Rationale (MAXIMUM 2 NO. A4 PAGES)** The response shall provide evidence of the successful application of similar approaches on previous projects completed within the last 7 years and how you will incorporate experience and lessons learned on similar projects into your delivery approach to execute the Works within areas of soft ground, specifically from Chainage 28+700 to 29+100 and how programme risks linked to these soft ground works will be managed. If evidence of previous success is not available to support the proposed approach, including for any novel or innovative aspects, then the rationale for the approach should be set out to explain why the proposal is likely to be successful on the Croagh to Rathkeale project.	7 no. A4 (text) & 4 no. A3 (drawings)	350

No	Project Specific Criterion	Non-exhaustive list of factors to be considered in response. The response need not be limited to these factors.	Number of Pages allowed	Marks Available
3	Describe your proposed approach to managing the delivery of the Croagh to Rathkeale project through the NEC contract, and the benefits you expect this to bring.	**Part 1: Approach (MAXIMUM 2 NO. A4 PAGES) & 1 NO. A3 PAGE)** The response to this Project Specific Criterion shall provide an outline of your approach to managing the delivery of the scheme using the NEC 4 Option C contract and the benefits you expect this to bring. Your response should detail your organisations understanding of NEC form of contract, and the expertise that your proposed team will bring to the delivery of this project under the NEC form of contract. Conflict resolution, technical delivery, programme tracking and management, change management, certification, dispute avoidance, and collaborative approaches should be outlined as a minimum Your response should include a proposed high-level organogram of your proposed senior leadership team, including commercial, programme, and design teams, in pdf format limited to one A3 page. **Part 2: Evidence and Rationale (MAXIMUM 2 NO. A4 PAGES)** The response shall provide evidence of the successful application of similar approaches on previous projects completed within the last 7 years by your proposed senior leadership team included in the proposed high-level organogram. The response shall outline how you will incorporate experience and lessons learned on similar projects into your delivery approach. If evidence of previous success is not available to support the proposed approach, including for any novel or innovative aspects, then the rationale for the approach should be set out to explain why the proposal is likely to be successful on the Croagh to Rathkeale project.	4 no. A4 (text) & 1 no. A3 (organogram)	100

No	Project Specific Criterion	Non-exhaustive list of factors to be considered in response. The response need not be limited to these factors.	Number of Pages allowed	Marks Available
4	Describe your proposed approach to carbon management and impact reduction in both the design and construction of this contract	**Part 1: Approach (MAXIMUM 2 NO. A4 PAGES)** The response to this Project Specific Criterion shall provide a description of your proposed approach to reducing the carbon impact of both your design and construction activities while undertaking the works during the contract period. **Part 2: Evidence and Rationale (MAXIMUM 1 NO. A4 PAGES)** The response shall provide evidence of the successful application of similar approaches on previous projects completed within the last 7 years, and how you will incorporate this experience and lessons learned for reducing carbon impact on similar projects into your delivery approach. If evidence of previous success is not available to support the proposed approach, including for any novel or innovative aspects, then the rationale for the approach should be set out to explain why the proposal is likely to be successful on the Croagh to Rathkeale project.	3 no. A4 (text)	50

Technical assessment of Tenders

Responses to Project Specific Criterion will be assessed using the scoring methodology below. A single classification and score will be awarded for each Project Specific Criterion response. Only the classifications and scores indicated in the Scoring Methodology table will be used and intermediate scores will not be awarded.

Any Tenderer that is awarded one or more Unacceptable scores and/or two or more Very Low Confidence scores for the Project Specific Criterion will be rejected.

Table 4.3: Scoring Methodology

Classification	% of available marks awarded	Scoring Methodology
		Project Specific Criterion
Unacceptable	0%	Nil response; or Overall, the response is not acceptable from the point of view of LCCC because it does not provide any confidence that the area covered by the Project Specific Criterion will be successfully delivered.
Very Low confidence	10%	The response fails to adequately address most of the factors identified in the Project Specific Criterion in terms of approach and/or detail provided and/or evidence and rationale provided. Overall, the response provides LCCC with very low confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.
Low confidence	25%	The response fails to adequately address some of the factors identified in the Project Specific Criterion in terms of approach and/or detail and/or evidence and rationale provided. Overall, the response provides LCCC with low confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.
Moderate confidence	55%	The response adequately addresses the Project Specific Criterion, including at least an adequate response to each of the identified factors in terms of approach and detail provided. At least adequate evidence and rational has been provided. Overall, the response provides LCCC with moderate confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.
Good confidence	75%	The response addresses well the Project Specific Criterion, including at least an adequate response to each of the identified factors in terms of approach and detail provided. Overall, the response provides LCCC with good confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.
Very good confidence	90%	The response addresses very well the Project Specific Criterion, including at least an adequate response to each of the identified factors in terms of approach and detail provided. Overall, the response provides LCCC with very good confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.

Classification	% of available marks awarded	Scoring Methodology
		Project Specific Criterion
Excellent confidence	100%	An excellent response to the Project Specific Criterion, including an excellent response to each of the identified factors in terms of approach and detail provided. Overall, the response provides LCCC with excellent confidence that the matter(s) covered by the Project Specific Criterion will be successfully delivered.

Refer to Appendix 11 for a worked example of how the technical assessment will be conducted.

Appendix 1: Data Protection – Processor Questionnaire

(Refer to Appendix 1 - Data Protection - Processor Questionnaire in a separate document on eTenders)

Appendix 2A: Letter from insurance undertaking/insurance intermediary provider

(Refer to Appendix 2A Letter from insurance undertaking/insurance intermediary provider in a separate document on eTenders)

Appendix 2B: Professional Indemnity questionnaire

(Refer to Appendix 2B Professional Indemnity Questionnaire in a separate document on eTenders)

Appendix 3: Letter from performance bond provider

(Refer to Appendix 3 – Letter from performance bond provider in a separate document on eTenders)

Appendix 4: SF128 Health and Safety Competence Questionnaire

(Refer to Appendix 4 – SF128 Health and Safety Competence Questionnaire in a separate document on eTenders)

Appendix 5: Letter of Undertaking from an entity being relied upon

(Refer to Appendix 5 – Letter of Undertaking from an entity relied upon in a separate document on eTenders)

Appendix 6: Declaration letter concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine

(Refer to Appendix 6 – Declaration letter concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine in a separate document on eTenders)

Appendix 7: Virtual Data Room Terms and Conditions and Confidentiality Undertaking

(Refer to Appendix 7 – Virtual Data Room Terms and Conditions and Confidentiality Undertaking in a separate document on eTenders)

Appendix 8 IPI measures

(Refer to Appendix 8 – IPI measures in a separate document on eTenders)

Appendix 9: Priced Activity Schedule Requirements

Preamble

General

The activity schedule shall be prepared and priced by the Tenderer. The Tenderer shall identify its completed activity schedule in Contract Data Part Two.

This preamble and activity schedule in Table 9-1 will not be included in the Contract.

The activity schedule costings must comprise of a full and comprehensive list of activities identified by the Tenderer required to Provide the Works and shall be structured in accordance with Table 9-1.

In addition to construction related activities, the activity schedule shall include non-construction related activities, such as the design of different elements of the works and preparation of plans and other documentation as required by the Scope.

The Tenderer shall enter an amount against each activity in the activity schedule. The prices entered for each activity on the activity schedule shall be in the form of lumps sums. The price entered against each activity is deemed to be the full inclusive price for all work necessary to complete the stated activity.

The prices shall be expressed in Euro to two decimal places and exclude Value Added Tax (VAT).

The Tenderer shall not use negative prices; omit prices; zero prices; use the term ‘included’ or equivalent; or insert a dash in place of a price against any activity.

The tendered total of the Prices is the sum of the prices for each activity and must be stated in the Contract Data Part Two and on the priced activity schedule.

The Tenderer must not include activities in the activity schedule which permit payment for Plant and Materials outside the Working Areas.

Tenderers shall structure their response strictly in accordance with the headings set out in Table 9-1 and shall not introduce additional activities, sub-activities, sections, or headings beyond those specified. The format of the activity schedule presented in Table 9-1 shall not be amended in any way.

Preparation of the Activity Schedule

The Tenderer must provide a priced activity schedule in pdf format.

Each activity description must be clear and complete so that the work included in each activity can be identified and the completion of each activity easily recognised.

Each activity must be given a unique and logical reference number.

The Tenderer shall structure and present the activities within headings provided in Appendix A. The Tenderer is not permitted to amend the headings as shown in Table 9-1.

The Tenderer shall provide a sub-total of the prices for each heading in the activity schedule.

TABLE 9-1: Activity schedule template

SERIES	ACTIVITY REFERENCE	ACTIVITY	PRICE (€)
DESIGN	0.1	DESIGN	
		SUB-TOTAL	€
Series 100	1.0	PRELIMINARIES	
		SUB-TOTAL	€
		CONSTRUCTION	
Series 200	2.0	Site Clearance	
		SUB-TOTAL	€
Series 300	3.0	Fencing and Environmental Noise Barriers	
		SUB-TOTAL	€
Series 400	4.0	Road Restraints Systems (Vehicle and Pedestrian)	
		SUB-TOTAL	€
Series 500	5.0	Drainage and Service Ducts	
		SUB-TOTAL	€
Series 600	6.0	Earthworks	
		SUB-TOTAL	€
Series 700	7.0	Road Pavements	
		SUB-TOTAL	€
Series 1100	11.0	Kerbs, Footways and Paved Areas	
		SUB-TOTAL	€
Series 1200	12.0	Traffic Signs and Road Markings	
		SUB-TOTAL	€
Series 1300	13.0	Road Lighting Columns and CCTV Masts	
		SUB-TOTAL	€
Series 1400	14.0	Electrical Work for Road Lighting and Traffic Signs	
		SUB-TOTAL	€ -
Series 1500	15.0	Traffic Control and Communications	
		SUB-TOTAL	€ -
Series 1600	16.0	Piling and Embedded Retaining Walls	
		SUB-TOTAL	€ -
Series 1700	17.0	Structural Concrete	
		SUB-TOTAL	€ -
Series 1800	18.0	Structural Steelwork	
		SUB-TOTAL	€ -

Series 1900	19.0	Protection of Steelwork Against Corrosion	
		SUB-TOTAL	€ -
Series 2000	20.0	Waterproofing for Concrete Structures	
		SUB-TOTAL	€ -
Series 2100	21.0	Bridge Bearings	
		SUB-TOTAL	€ -
Series 2200	22.0	Parapets	
		SUB-TOTAL	€ -
Series 2300	23.0	Bridge Expansion Joints and Sealing of Gaps	
		SUB-TOTAL	€ -
Series 2400	24.0	Brickwork, Blockwork and Stonework	
		SUB-TOTAL	€ -
Series 2500	25.0	Special Structures	
		SUB-TOTAL	€ -
Series 2600	26.0	Miscellaneous	
		SUB-TOTAL	€
Series 2700	27.0	Watermains, Utilities and Accommodation Works	
		SUB-TOTAL	€
Series 2800	28.0	Trenchless Installation of Road Drainage and Service Ducts	
		SUB-TOTAL	€
Series 2900	29.0	CCTV Survey of Road Drainage Systems	
		SUB-TOTAL	€
Series 5500	55.0	Structural Concrete Repairs	
		SUB-TOTAL	€
	56	Other Items	
		Other items that the Tenderer does not consider to be covered elsewhere or wishes to be identified separately.	
		SUB-TOTAL	€
		TENDERED TOTAL OF PRICES INCLUDING FEE	€ -

Appendix 11: Commercial and Technical Assessment Example

Technical tender assessment example sheet:

In this example, five Tenders' responses to Project Specific Criterion have been evaluated and marks awarded as follows.

	Project Specific Criterion (Annex 4)										
	Q1: Plan of works at N21 Tie		Q2: Delivery within areas of soft ground		Q3: Approach to Delivery of NEC Contract		Q4: Carbon Management		Total Project Specific Criterion Marks	Tender eliminated Yes/No	Total Technical Marks
Tenderer	200	Minimum Threshold Yes/No	350	Minimum Threshold Yes/No	100	Minimum Threshold Yes/No	50	Minimum Threshold Yes/No	700		700
1	0%	No	25%	Yes	25%	Yes	25%	Yes			
	0		87.5		25		12.5		125	Yes	125.00
2	10%	No	25%	Yes	25%	Yes	10%	No			
	20		87.5		25		5		137.5	Yes	137.50
3	70%	Yes	100%	Yes	55%	Yes	70%	Yes			
	140		350		55		35		580	No	580.00
4	25%	Yes	10%	No	10%	No	25%	Yes			
	50		70		10		12.5		107.5	Yes	107.50
5	25%	Yes	70%	Yes	55%	Yes	55%	Yes			
	50		245		55		27.5		377.5	No	377.50

Commercial tender assessment example sheet:

In this example, five Tenders have been received. The following data is extracted from Contract Data Part Two.

Tendered total of the Prices assessment - 250 Marks			Fee percentage assessment – 50 Marks		Total Marks - 300
Tenderer	Price	Price Marks	Fee %	Fee % Marks	Total: Price & Fee % Marks
1	€ 180,000,000	170	15%	25	195.00
2	€ 175,000,000	175	11%	45	220.00
3	€ 165,000,000	185	14%	30	215.00
4	€ 160,000,000	190	10%	50	240.00
5	€ 100,000,000	250	12%	40	290.00

In summary.

Tenderer	Total Technical Marks	Total Commercial Marks	Final Marks
1	125.00	195.00	320.00
2	137.50	220.00	357.50
3	580.00	215.00	795.00
4	107.50	240.00	347.50
5	377.50	290.00	667.5