Comhairle Cathrach & Contae Luimnigh

Limerick City & County Council

INSTRUCTIONS DOCUMENT

for a

REQUEST FOR APPLICATION FOR APPOINTMENT TO A MULTI-PARTY FRAMEWORK FOR ELECTRICAL WORKS/SERVICES

Appointing Authority:

Limerick City and County Council

Dooradoyle, Limerick, V94 WV78

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2.0 INTRODUCTION

2.1 GENERAL

Limerick City and County Council hereinafter referred to as LCCC are establishing a multi-party framework of service providers for electrical works and services. The works and service is in one lot, and applicants can indicate their preferred geographic area.

For reference, the phrase Electrical Services that is used throughout this document is deemed to include all Electrical works and services.

It is anticipated that the Framework Agreement will commence in the first quarter of 2027 and that the term of the Framework Agreement will be for 24 months from establishment, with an option to LCCC of two further 12month extensions.

LCCC invite applications from service providers (Applicants) who wish to be included on the framework. Only one application for admittance to this Framework Agreement per application is admissible.

The Applicants that are admitted to the Framework Agreement will be invited to participate in mini-competitions run by LCCC for the provision of the services described herein using a Request for Tender Mini-Competition. In addition to Mini Competition, works can be awarded for minor/response works through Call-Off.

Contracts awarded under the Framework Agreement (Mini-Competition Contracts) will be awarded on the basis of the most economically advantageous tender, identified on the basis of price only, subject to passing the contract evaluation criteria applying to that Mini-Competition.

All information relating to this Framework Agreement, including instructions, clarifications and changes, will be published on the Irish Government's e-tenders website www.etenders.gov.ie only.

Applicants' attention is drawn to the fact that they must fully comply with, and/or fully disclose, all required information included under paragraph Conflicts of Interest and Registrable Interest of this document.

A glossary of terms is included in the appendices for reference. Unless the context otherwise requires terms in these Instructions have the meaning given in the glossary of terms.

3.0 INSTRUCTIONS TO APPLICANTS

3.1 GENERAL

The appointment to this Framework is being made by using the Open Procedure. The regulatory framework applicable to the application process comprises Directive 2014/24/EC of the European Parliament and of the Council, on public procurement, implemented into Irish law by European Union (Award of Public Authority Contracts) Regulations SI 284 of 2016.

The total value of mini-competition contracts that will be awarded pursuant to this Framework is estimated to exceed the threshold for the application of the EU Procurement Directives. LCCC have consequently published a contract notice on the www.etenders.gov.ie

LCCC will not accept responsibility for information relayed (or not relayed) via third parties. If the applicant alters or edits these Instructions, that applicant's application may be deemed non-compliant and may be rejected.

LCCC has no obligation to reimburse the applicant in respect of costs incurred by it in the preparation of its application or otherwise as a result of its participation in this process, whatsoever or howsoever arising.

3.2 LOT AND AREAS

This Framework will have one lot as below.

Lot Reference	***Description***
Lot 1	Electrical Services/Works

As part of their application, applicants are required to identify the locations within the administrative area of LCCC that they wish to be considered for Call-Off and at mini-competition stage.

Applicants will have the choice Limerick Metropolitan Area, Adare/Rathkeale/Newcastle West and Kilmallock/Cappamore (see attached map for reference).

Preferences can be indicated by completing Section B of the Submission Response Document.

The works specification relevant to the framework is attached in the appendices. Particular specifications will form part of mini competitions.

3.3 ***Service Description***

The service requirement is described in Section 5.2

4.0 APPLICATIONS TO THE FRAMEWORK

4.1 GENERAL

Applications for admittance to the Framework will be assessed in accordance with the framework evaluation criteria set out in these Instructions.

If an Application for admittance to the Framework is successful, the Applicant will be invited to enter into the Framework Agreement by formally signing the Framework Agreement with LCCC.

4.2 INFORMATION TO BE INCLUDED IN THE APPLICATIONS

Applicants are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is the responsibility of the Applicants to ensure that they fully understand the requirements of these Instructions and should read the contents of all relevant documents.

Applicants are required to submit the fully completed **SUBMISSION RESPONSE DOCUMENT**.

This document sets out all information that is required to make a submission. The applicant must fill out the form fully with all information requested that is relevant to the application. If additional information is included in the submission, it should be clearly referenced in the Submission Response Document.

Failure to provide all of the specified information may result in the Application being deemed non-compliant and the Application may be rejected.

Applicants must ensure that all documentation is appropriately signed. The completed document must be uploaded in

PDF format to the e-tenders website before the closing date and time

4.3 COMMUNICATIONS AND CLARIFICATIONS (DURING TENDER PERIOD)

Any, and all queries from Applicants in relation to the requirements of this competition shall be submitted online only through www.etenders.gov.ie. **no later than December 18th, 2026, which is 20 days prior to the deadline for the receipt of Tenders.**

LCCC will endeavour to respond to all that come in within the period allowed, anything after we won't respond to - we can still respond after the date for last queries.

Responses will be broadcast to all suppliers where relevant. Commercially sensitive queries will be direct responses

Subject to the following all responses will, where appropriate, be communicated by 'Broadcast' function.

If an Applicant believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Application, it must mark the query as "Confidential" and state the reason(s) why. LCCC in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law.

4.4 FORMAT OF SUBMISSIONS

The applicant must fill out the **SUBMISSION RESPONSE DOCUMENT** in full – this is the extent of the submission required at this time

4.5 SUBMISSION OF APPLICATIONS

Completed SUBMISSION RESPONSE DOCUMENT must be received no later than 16:00 on Friday January 15th, 2027 (the "Closing Deadline").

Submissions will only be accepted by using the E TENDERS BOX on the e-tender website.

No part of the Application will be returned to the Applicant. It is the responsibility of each individual Applicant to ensure that its Application is uploaded by the noted deadline to the e-tenders tender box.

4.6 COMPANY REGISTRATION DETAILS

Where the Applicant is a registered company with the Companies Registration Office (www.cro.ie), the Applicant must ensure that the Registered Company name is used in all parts of the application process and in all documents submitted as part of the application process. Where the Applicant is not registered with the Companies Registration Office the name of the company included in all parts of the application process and in all documents submitted as part of the application process, must match the entity as per its VAT Registration Number.

Mini-Competitions may be run by LCCC through the e-tenders on-line portal or direct email to all relevant participants.

It is the responsibility of the Applicant to ensure that any errors or inconsistencies in the above information are corrected prior to submitting an application for admittance to the Framework.

4.7 PRICE

Applicants are required to complete the Form of Tender and Expression of Interest Form as included in the **SUBMISSION RESPONSE DOCUMENT**.

As part of the Form of Tender applicants must complete the pricing table (for Lot 1). The price(s) submitted by applicants must be all-inclusive call out and hourly rates (excl. VAT) for the provision of Response Maintenance Electrical Services to LCCC as described hereunder:

(i) A fixed call out rate excluding VAT for all call outs

(ii) A Rate per Hour excluding VAT – this rate is applicable for the first hour only (for each Lot tendered)

These rates will establish the Key Rates applying to this Framework.

The Key Rates tendered on the Form of Tender will:

a) Apply for the initial 12-month period after the Framework Application Closing Deadline for response Maintenance purposes. A subsequent mini competition may then be conducted for response maintenance though the ceiling rate will remain

b) Shall be used to rank applicants in order on the framework. ***For the purpose of this tender the total Price for ranking purposes for each Lot will be calculated as the sum of the call out rate for each Lot plus 3 hours calculated using the hourly rate***.

Tender prices shall be in Euro (€), and all prices must be exclusive of VAT.

4.8 RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

In order to demonstrate compliance with the requirements of this competition or any Mini-Competition, an Applicant may rely on the capacities of other entities, regardless of the legal nature of the links between the Applicant and those other entities.

An Applicant may only rely on the capacities of other entities where those entities will perform the works or services for which these capacities are required.

Where an Applicant wants to rely on the capacities of other entities, it shall prove to LCCC that it will have at its disposal the resources necessary by producing a commitment by those entities to that effect.

If applicable at mini-competition stage service providers responding to Requests for Tender must provide the necessary details and proof required, as set out in the **SUBMISSION RESPONSE DOCUMENT**.

4.9 SUB-CONTRACTING

Applicants must indicate in their applications, any share of the contract that it may intend to sub-contract to third parties and any proposed sub-contractors. This information shall be included in the Form of Tender.

At mini competition stage, when responding to a Request for Tender, the Service Provider must indicate to the Contracting Authority the qualifications and experience of staff it proposes for completion of the services defined in the Request for Tender.

When responding to a Mini-Competition, where subcontractors are proposed for completion of works and/or services, the Service Provider shall indicate to the Contracting Authority the name, contact details and legal representatives of the sub-contractors.

The Contracting Authority may take appropriate measures by, amongst other things, verifying in accordance with the provisions in the Regulations, whether there are grounds for exclusion of subcontractors under Regulation 57 of the 2016 Regulations.

If applicable Service Providers responding to Requests for Tender must provide the necessary details and proof required, as set out in the Submission Response Document.

4.10 CONSORTIUM/JOINT VENTURE

A consortium/joint venture will not be required to form a specific legal entity in order to submit an Application but may be required to do so prior to formal execution of the Framework Agreement. LCCC may: ○ contract with one economic operator who will act as the agreed prime Service Provider

- contract with each member of the consortium/joint venture on the basis of joint and several liabilities
- contract with one member of the consortium/joint venture as prime Service Provider to whom the other members will be subcontractors, or
- at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

4.11 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

Submission of a European Single Procurement Document (ESPD) for this competition is optional – if an Applicant intends to submit an ESPD, it should adhere to the instructions below.

In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, LCCC will accept an ESPD as preliminary evidence confirming that the Applicant fulfils the following conditions:

- it is not in one or more of the situations referred to in Regulation 57 in which an economic operator shall or may be excluded; and
- it meets the relevant criteria for selection as defined more explicitly in the Suitability Assessment Questionnaire for each Lot for which it is seeking admission to the Framework.

The information that Applicants must include in the ESPD is set out in the Response Submission Document. Potential Applicants must examine this information carefully in view of their participation and possible submission of an ESPD. If an Applicant proposes to submit an ESPD and it is relying on the capacities of one or more other entities, those entities must also each submit an ESPD setting out the relevant information for the respective entity. In addition, where a group of economic operators, including temporary associations, participate together in this competition and they intend to submit an ESPD, a separate ESPD setting out the information required under Parts II to V of the ESPD form must be submitted for each of the participating economic operators.

4.12 NO COLLUSION

By submission of an Application, the Applicant warrants that:

- There has been no consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to prices, with any other Applicant or with any competitor;
- Unless otherwise required by law, the prices that have been quoted in the Application have not knowingly been disclosed by the Applicant, directly or indirectly, to any other Applicant or competitor, nor will they be so disclosed;
- No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an Application for the purpose of restricting competition.

5.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

5.1 GENERAL

Applications for admittance to the Framework Agreement will be evaluated as follows:

5.1.1 COMPLIANCE CHECK (STAGE 1)

In the first instance, Applications will be checked to determine whether they are fully complete and include all information required.

Applications passing the compliance check will then proceed to suitability assessment in accordance with the minimum suitability criteria set out hereunder.

5.1.2 MINIMUM SUITABILITY CRITERIA (STAGE 2)

Applicants must pass the specific requirements listed in this Instructions Document and the **SUBMISSION RESPONSE DOCUMENT** including any additional requested information.

5.1.3 TENDER AWARD (STAGE 3)

All Applicants that meet the minimum suitability criteria will be further assessed and ranked in terms of the following award criteria established for admittance to the Framework for each Lot.

Most Economically Advantageous Tender

as it is prescribed in the Submission Respond Document

5.2 GENERAL DESCRIPTION OF SERVICES

Lot 1, Electrical Services/Works

Planned and Emergency/Out-of-Hours Electrical works - including the installation, maintenance, servicing, repair, replacement, inspection, commissioning, testing, certification electrical works.

5.3 PRICING (ALL LOTS)

In order to secure a place on this Framework, Applicants will be assessed on their Form of Tender (this is attached part B of the Submission Response Document) and ranked as follows:

- The Applicant with the lowest price for evaluation purposes shall be awarded 100% of the 1,000 marks available under this criterion and will be ranked first and shall be awarded position 1 on the Framework.

- All other Applicants will receive marks in proportion to the difference between the tender with the lowest price for evaluation purposes and their tender, and these marks will determine the Applicant's ranking as follows:

$$\text{Applicant's Mark for Ranking Purposes (Lot 1)} = 1{,}000 \times \frac{\text{Lowest Tendered Key Rate}}{\text{Tender Key Rate being evaluated}}$$

For Lot 1 it is envisaged that the number of Applicants invited for admittance to the Framework will be up to ten of the highest-ranking Applicants or such number as deemed appropriate by LCCC at its sole discretion.

5.4 MINIMUM STANDARDS IN SUPPORT OF DECLARATIONS

Certain evidence must be available for inspection by LCCC if requested. This evidence is in support of the declarations made in the Submission Response Document submitted during the application process. It can be requested at any time during the Contract Period Service. Providers do not have to supply this information unless requested to do so.

The evidence to be submitted in regard to the Declarations when/if requested is as set out separately in each Declaration included in the Submission Response Document.

5.5 COMMUNICATIONS AND CLARIFICATIONS (POST TENDER)

It is mandatory that all Applicants provide an e-mail address for receiving correspondence during the Evaluation Period and also for the Mini-Competitions. This e-mail address shall be included in Submission Response Document. It must be completed and returned as part of the application process.

During the Evaluation Period, clarification of submitted content may be sought via e-mail from Applicants. Response to requests for clarification shall be submitted no later than the date specified in the request and must not materially change any of the elements of the submitted Application.

If an Applicant fails to comply in any way with these Instructions LCCC may (but is not obliged to) disqualify the Applicant concerned and reject its Application. Without prejudice to this right LCCC may (but is not obliged to) seek clarification or further information from the Applicant (that does not materially alter its Application) or take any other step permitted by law.

5.6 FRAMEWORK AGREEMENT

Following the evaluation, all Applicants will be notified of the outcome of the evaluation. Following the expiry of a standstill period, successful Applicants will be invited to enter into the Framework Agreement by formally signing and returning the Framework Agreement for Electrical Services - a copy is included for reference as part of the contract Notice. A separate Framework Agreement will apply to each Area as defined in the Submission Respond Document.

If an Applicant is successful in being appointed to a position on the Framework Agreement, they must register as a supplier with e-tenders, if not already registered.

No amendments to the Framework Agreements will be accepted or negotiated. Should a successful Applicant fail to enter into a Framework Agreement in the required form, that Applicant shall not be appointed to the Framework. Refer to the Framework Agreement which includes the terms and conditions for the award of Mini-Competition Contracts under the Framework Agreement.

The appointment of the successful Applicants to the Framework Agreement does not constitute a commitment or guarantee from LCCC to enter into a contract with the Applicant and does not confer any exclusivity on the appointed Service Provider. LCCC reserve the right to carry out separate procurement processes for any works described in this competition from any service provider outside of the Framework Agreement, should they, at their sole discretion, consider it appropriate to do so.

5.7 TERMINATION FROM THE FRAMEWORK

Applicants may be terminated from the Framework Agreement pursuant to the terms of the Framework Agreement.

The Framework Agreement may be terminated at any time, at the sole and absolute discretion of LCCC.

5.8 INFORMATION/DOCUMENTATION TO BE PROVIDED PRIOR TO CONTRACT AWARD

When requested, prior to the appointment to the Framework Agreement, successful Applicants must provide a current Safety Statement in accordance with the detail in the **SUBMISSION RESPONSE DOCUMENT** along with the documentation listed below (if applicable the substitute):

- Acceptance of the role of PSCS (evaluation document must be completed and return as part of the tender submission)
- Site Specific Traffic Management Plan in accordance with Chapter 8 of the TSM
- Site Specific Risk Assessment
- Site Specific Health and Safety Plan
- Works Specific Method Statement

The requirements under Health and Safety legislation will only be evaluated by LCCC at Mini-Competition Stage when the Service Provider is being evaluated in response to a Mini-Competition Request for Tender. Please refer to the Mini Competition Evaluation Criteria attached to this document.

5.9 TERMS AND CONDITIONS

The following sets out the minimum standards that LCCC expects from all service providers on the framework. The following conditions and requirements shall apply to all works contracts awarded under the life of the framework, unless explicitly specified by LCCC. Failure to comply with this may result in a framework member being excluded from the framework.

This framework will operate as a Multi-Operator Framework. Successful applicants will be ranked on the basis of Price for each Lot that has been successfully applied for. Mini competitions may be held over the life of the Framework.

Contracts may be awarded by way of mini competition between Framework members included in each Lot or by using the cascade method described below, subsequent to a specific mini competition.

For Response Maintenance works the Framework may operate using the cascade method where a contract may be awarded by application of the terms already laid down in this Framework Agreement, without reopening competition at the discretion of LCCC. A specific mini competition will be held within six months of the framework which must respect the ceiling rates already tendered to determine the Response and Call Out Rates from which the cascade list will be determined.

Under this method, the award of a contract will be made on the basis of the ranking of tenders on foot of this competition. If the best placed contractor is unavailable LCCC can move to the next best placed member on the framework and so on.

It will be a condition of any contract awarded, that if the problem cannot be rectified within a 2-hour period (this period not to include travel to the location) the Contractor should notify the Council's supervisor.

The contractor should then give an estimate of time required to carry out the works and within 24 hours of the callout give a price to rectify the problem.

- The Contractor must respond to all calls within 1 hour of being contacted by LCCC during the normal working week (from 8.00 to 17.00 hrs Monday to Friday) within the area they have indicated as their preferred areas of operation.
- An emergency calls outside standard working hours will broadcast to all accepted contractors, and whoever is available will cover the works.
- Continued failure to answer calls will be cause for performance review and potentially removal from the framework (see framework agreement).

The Contractor confirms that the tendered rates are all inclusive (including callouts over holiday periods).

Payment will be at a rate per hour regardless of whether it is during or outside of normal working hours.

The Contractor must agree to reply to all written queries raised by LCCC in writing within the specified period for all mini competitions.

The Contractor agrees that all invoices must indicate both labour and materials separately. LCCC may require the Contractor to use materials supplied by LCCC. Where the Contractor is supplying materials, LCCC will not pay any mark up on materials and Contractors must agree to make all invoices for materials available to LCCC, as requested.

Where an all-inclusive price is submitted or the Contractor supplies materials and LCCC is not satisfied with the quality of the materials, the Contractor will be asked to replace all materials and/or equipment with materials to the satisfaction of LCCC at their own expense.

The Contractor agrees that Prices tendered shall not be qualified or subject to variables or extras and shall be inclusive of all expenses including travel or other expenses.

The Contractor agrees that all prices tendered include for the provision of all competent, trained and qualified staff, transportation and for the provision of all necessary tools and equipment required for the execution of the works.

The Contractor will be required to submit work sheets in a format to be agreed with LCCC. The work sheets must be approved by the contract supervisor and submitted with the invoice before payments are made.

LCCC shall carry out regular Safety Inspections on all works sites. Any Contractor who is found to have serious or persistent Health and Safety non-compliances is open to sanctions as set out in the agreement.

A Contractor who fails, at any stage, to meet the minimum criteria set out for admission into this Framework Agreement is open to sanctions as set out in this agreement. All Contractors are required to inform LCCC if they no longer meet all the minimum criteria for being included in the framework.

A Contractor who fails to deliver or complete a contract awarded under the Framework Agreement is open to sanctions as set out in the agreement.

A Contractor who fails to respond to more than three emergency callouts in any given twelve-month period is open to sanctions as set out in the agreement.

The Contractor confirms that they agree that if they fail to respond to 3 consecutive calls to Tender, then the Contractor is open to sanctions as set out the agreement.

The Contractor agrees to accept a reduced payment for non-delivery of a deliverable under any contract, or failure to deliver on time or for failing to comply with the contract terms.

All contractors must satisfy the minimum rates of pay and conditions, which is current at the time of the work being carried out under any contract, to all employees involved in any contracts with LCCC.

The Contractor agrees to the Contract Supervisor assigned by LCCC at the time of advertising is the sole person who can certify that work is completed up to the standard required and no payment shall be made until such certification is completed.

The Service Provider agrees to accept payment by means of electronic transfer of funds.

The Contractor agrees not to sub-contract any of the work without the prior written consent of LCCC.

The Contractor agrees to have periodic reviews of any contract entered into which shall be determined at the time of award of the contract and shall agree to LCCC being in a position to terminate the contract for infringement.

Where a contractor does not perform a contract to the requirements set out in the framework agreement or comply with the conditions set out in the contract documents, LCCC then reserve the right to sanction the contractor as outlined in the framework agreement.

6.0 MINI-COMPETITIONS

6.1 OPERATION OF MINI-COMPETITIONS

Orders for services under the Framework Agreement will be placed by means of a mini-competition or a call for tenders. All mini-competitions will be conducted via the e-tenders website or by email. All participants in the Framework Agreement will be invited to take part in each competition, depending on the Lot and the preferred location.

LCCC will issue Mini-Competition Requests for Tender to all those appointed to the Framework Agreement who have registered an interest in the particular geographic location.

LCCC may issue Requests for Tender for planned and unplanned works outlining the particulars of services and works. The Request for Tender may define works in terms of; Geographical Area, Minimum Response Times, Call out Charge, particular Works Requirements, Repair Lists, specific Health and Safety requirements, duration of maintenance period etc.

Service Providers listed in the Framework Agreement may only submit one tender in response to a Mini-Competition Request for Tender.

Service Providers shall comply with any procedures, processes, time limits, contract evaluation criteria, instructions or other requirements as issued by the relevant Contracting Authority in relation to the Mini-Competition and shall bear any and all costs associated therewith. Service Providers shall be required to meet the requirements as published for each contract and to complete or submit all other information as requested prior to the award of any contract.

6.2 MINI-COMPETITION EVALUATION

Tenders submitted in response to a Mini-Competition Request for Tender for any Lot will be evaluated on the basis of the Mini-Competition contract evaluation and award criteria (the “Mini-Competition Award Criteria”) set out in the attached appendices.

Service Providers must pass all the mini-competition evaluation criteria prior to being assessed on price. Service Providers failing any of the Mini-Competition Award Criteria will not proceed any further in the evaluation process.

Mini Competitions will be conducted in accordance with these Instructions, the provisions of the Mini-Competition Request for Tender and the Framework Agreement. Following an evaluation of the tenders, for each lot a Framework Purchaser may either:

- Award a Mini-Competition Contract to one Service Provider (the highest ranked Service Provider); or
- Award a Mini-Competition Contract to two or more Service Providers in accordance with the Mini-Competition Request for Tender.

In all cases, the Electrical Services are to be provided by the highest ranked Service Provider (by application of the award criteria set out in the Framework Agreement and Mini-Competition Request for Tender) unless the highest ranked Service Provider cannot confirm acceptance of an instruction from a Framework Purchaser within the time specified or is otherwise unable to perform the requested Electrical Services. In such a scenario, the Framework Purchaser may issue an instruction to the next highest-ranked Service Provider, following the procedure above, until the instruction is accepted.

7.0 GENERAL INFORMATION

7.1 DISCLAIMER

The information provided in these Instructions is offered in good faith for the guidance of the Applicants participating in this competition. The content of these Instructions is for information purposes only and may not be used for any purpose save for this competition. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission LCCC (which may be withheld in its sole discretion).

These Instructions are a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Instructions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither LCCC nor their advisers, consultants, applicants, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Applicants should not assume that any such information or statements shall remain unchanged.

LCCC are not bound by any anomalies, errors or omissions in these Instructions. Applicants shall immediately notify LCCC should they become aware of any ambiguity, discrepancy, error or omission in these Instructions, even if the date specified in the tender call documentation has passed. LCCC shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may, at LCCC's sole discretion, form part of the Framework Agreement.

LCCC reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein, at any time during the tender period by notice via e-mail to Applicants.

Where LCCC requests clarification or further information on any matters relating to the Application or supporting documentation, such information shall be submitted no later than the date specified in the request.

By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between LCCC and the Applicant prior to the execution of the Framework Agreement, nor will there exist any contractual, implied or quasi-contractual relationship with any Framework Purchaser in relation to a Mini Competition Request for Tender prior to the acceptance by a Framework Purchaser of the terms of the Request for Tender, pursuant to the procedure adopted for the Mini Competition.

LCCC reserves the right, without notice:

- to change the basis of, or the procedures (including the timetable) relating to the Framework Agreement
- to reject any, or all, of the Applications
- not to invite an Applicant to proceed further
- not to furnish an Applicant with additional information, or
- to abandon the competition

In such circumstances, LCCC and its advisors shall not be liable to any persons as a result thereof. LCCC shall not be bound to accept any Application and reserves the right not to form a Framework Agreement in respect of some or all of the services for which Applications are invited.

7.2 TAX CLEARANCE

All payments under a Mini-Competition Contract will be conditional on the Applicant being tax compliant.

Successful Applicants must comply with the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.

In line with the legislative provisions of Section 95 of the Finance Act 2014, the following provisions in relation to eTax Clearance Certificates have been brought into force by Revenue, effective from December 2015 -:

- processing of tax clearance applications, certificates issued by the Revenue Commissioner and verification by third parties, are all in electronic format;
- and where a taxpayer is found to be non-compliant with their obligations their tax clearance certificate can be rescinded (or withdrawn).

eTax Clearances will be available to business, PAYE and non-resident customers with a PPSN/Tax Reference number (TRN). There is no change to the current process for customers/applicants that are not registered for Irish tax, i.e. non-residents or some community/voluntary groups. These applications will continue to be processed by the Office of the Revenue Commissioner. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) applicants.

Applications in eTax Clearance will be processed in real time. Service Providers who are tax compliant will receive a Tax Clearance Access Number. This Number along with the Service Provider's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.

Subcontractors engaged at Mini-Competition stage are required to produce an in-date (not older than 30 days) Notification of Determination to the Contracting Authority or the principal Service Provider, before any contract is awarded. Applicants requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I of The Taxes Consolidation Act, 1997 (as amended) should contact their local Revenue office. Contact details are available on the Revenue website at www.revenue.ie.

7.3 EMPLOYEES

Applicants shall also be aware that they may be asked to provide evidence, prior to commencing any works, of membership of a pension and sick pay scheme for all of their employees that will be employed to work on the relevant Mini-Competition Contract.

The Applicant shall comply with all statutory requirements in relation to PAYE and PRSI, registered employment agreements, relevant sick pay and pension schemes and minimum standard conditions and pay rates of the relevant industry.

7.4 ***Language***

All correspondence in relation to the competition shall be in the English language or the Irish language.

7.5 DECLARATIONS

Applicants shall ensure that all information provided with their Applications, including subsequent further information, is correct. Where an Applicant is found to have furnished false, misleading or incorrect information, LCCC will impose such sanctions as it deems appropriate in the particular case, and in the case of a false declaration, the Applicant may be immediately excluded from the Framework Agreement. The sanction for other false, misleading or incorrect information will be determined by LCCC at its own discretion, and it may include all steps up to the complete exclusion from the Framework Agreement.

By participating in this competition, Applicants accept, confirm and acknowledge that any Applicant will be immediately eliminated from the Framework Agreement if they do not provide the required evidence of compliance with the submitted declarations when requested by LCCC or it is subsequently discovered that any declaration provided is false

Successful Service Providers invited for admittance to the Framework shall, 12 months after the date on their original declarations, be required to renew their declarations by fully completing, signing, dating and submitting all relevant declarations i.e. the updated declaration(s) are to be dated 12 months after the date on the original Declaration(s). Where relevant, this process is to be repeated for each subsequent 12-month period. The relevant declarations to be updated will be made available to the Service Providers by LCCC prior to the end of the 12-month period.

7.6 APPLICABLE LAW

The laws of Ireland shall apply to this competition, and this competition shall be subject to the exclusive jurisdiction of the Irish courts.

7.7 FREEDOM OF INFORMATION ACTS

LCCC is subject to the Freedom of Information Act 2014 and acknowledges that information provided in response to these Instructions may be confidential or commercially sensitive.

Applicants are asked to consider if any of the information supplied by them in response to this competition should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. LCCC will have regard to such a statement but are not bound by it. The requirements of the Freedom of Information Act will at all times take precedence.

7.8 CANVASSING

Canvassing or any effort by an Applicant to influence any staff or agents of LCCC in relation to any aspect of the application process may result in automatic disqualification from the application process. Where an Applicant has an existing relationship with LCCC or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

7.9 STANDSTILL

LCCC's decision on the outcome of the Framework application evaluation process will be communicated via email to Applicants. LCCC will observe a Standstill Period of fourteen days minimum between the communication of the award decision to the Applicants and the formal conclusion of the Framework Agreement.

In accordance with S.I. No. 130 of 2010, European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010, there is no mandatory requirement for a standstill period for a contract awarded on the basis of a framework agreement.

7.10 CONFLICTS OF INTEREST AND REGISTRABLE INTEREST

Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in LCCC in relation to the contract or by reason of the Applicant having or having had an interest in another Applicant or another Applicant having or having had an interest in the Applicant or any other situation creating a conflict of interest, actual or potential) must be fully disclosed by the Applicant as soon as it becomes apparent. LCCC reserves the right to raise conflict of interest issues with Applicants.

Where LCCC consider that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.

Where LCCC considers that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue, subject, if necessary, to appropriate safeguards being agreed between LCCC and the Applicant and LCCC being fully satisfied that those safeguards have been put in place and will be complied with.

Where LCCC considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, LCCC shall exclude the Applicant.

Any registrable interest involving the Applicant and LCCC or their relatives must be fully disclosed in the Application or must be communicated to LCCC immediately upon such information becoming known to the Applicant, in the event of this information only coming to the Applicant's notice after the submission of an Application and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995.

7.11 CONFIDENTIALITY

All documents issued and information given to Applicants must be treated as strictly confidential. Applicants should not release details of the Application documents other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Application.

7.12 CHILD PROTECTION AND GARDA CLEARANCE

It will be a condition of the entry to the Framework Agreement and any Mini-Competition Contract awarded to Service Providers that their employees, agents or sub-contractor strictly adhere to LCCC's child protection policy which will be included with the tender documents for the information of tenderers as applicable.

It will be a condition of the participation in the Framework Agreement that all personnel employed by any Service Provider for the purpose of carrying out any Mini-Competition Contract awarded, including sub-contractors and agents, will be in a position to obtain Garda clearance if requested to do so at any time during the term of the Framework Agreement as applicable.

8.0 Appendices

Appendix 1:	Glossary of Terms
Appendix 2:	General Specification
Appendix 3:	Mini-Competition Contract Evaluation and Award Criteria

APPENDIX 1: GLOSSARY OF TERMS

Unless the context otherwise requires, terms in these Instructions have the following meaning;

Applicant	means an entity that submits an Application
Application	means an Application for admittance to the Framework submitted pursuant to these Instructions
Closing Deadline	means the latest date and time for submission of Applications to join the Framework Agreement
Contractor	shall be read as having the same meaning as a Service Provider / Applicant that is admitted to the Framework
ESPD	means the European Single Procurement Document
Evaluation Period	means the period during which LCCC are evaluating Applications
Framework	means the Framework of successful Applicants set up pursuant to these Instructions
Framework Agreement	means the Agreement which Applicants will be required to enter into if successful in their Application to participate in the Framework
Framework Purchaser	means Limerick City and County Council
Instructions or Instructions Document	means this Instruction Document and all Appendices hereto
Mini-Competition	means a tender competition between the Service Providers for the award of a contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini-Competition Contract	Means the agreement to be entered into by the Framework Purchaser and a Service Provider under and pursuant to which the Service Provider will provide Electrical services in accordance with the terms and conditions contained therein
Mini-Competition Request for Tender or Request for Tender	means a tender request issued by the Contracting Authority to the Service Providers, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Specification	means the General Specification as referenced in this document
Ceiling/Key Rate	Ceiling Rates or Key Rates refer to rates tendered by the Applicant in the Form of Tender. Ceiling Rates will form part of the Framework Agreement. These rates remain preserved for the initial 12-month period from the Framework Application Closing Deadline. At Mini-Competition stage, Service Providers will not be able to tender rates higher than the corresponding rates already submitted for similar items in the Form of Tender.
Out of Hours Emergency Works	These are works of an unplanned nature that requires immediate attention – contractors will be secured as per the procedure outlined in the Framework Agreement
Working Hours	means between 9am and 5pm on a day that is not Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Good Friday, or as specifically set out in the tender documents attached to the Mini-Competition

APPENDIX 2: GENERAL SPECIFICATION

General Specification, all works to be carried out in compliance with 2013 Safety Health and Welfare at Work (Construction) Regulations 2013, Part 3 General Duties of Contractors and others.

Standards and References Service installation and material supplied shall be in accordance with the most recent edition of the following:

National Rules for Electrical Installations.

Commission for Energy Regulation – Electrical Safety Supervisory Criteria Document (Version 3.0).

Electricity Regulation Act 1999.

Limerick City and County Councils General Specification for Electrical and Ancillaries.

All material used must have appropriate CE marking and certification.

Contractor is required to be an up to date Registered Electrical Contractor with Safe Ireland (RECI) and have a REC valid registration number.

All works completed are to be as per Safe Ireland, Registered Electrical Contractor requirements.

Particular Specification: LCCC may issue a Particular Specification for specific mini competitions. Such a specification will prescribe the standards to be adhered to in completion of the proposed works/service.

APPENDIX 3: MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA – ALL LOTS AS APPROPRIATE

3.1 CONTRACT EVALUATION CRITERIA

Service Providers submitting a response to a Mini-Competition Request for Tender must submit the information listed in the table hereunder, that will be assessed on a Pass/Fail basis. Service Providers should note that not all the criteria listed may apply to every Mini-Competition Request for Tender.

Only those Service Providers passing all, of the following contract evaluation criteria will proceed for assessment in accordance with the contract award criteria set out below.

	Contract Evaluation Criteria (All Lots as appropriate)	***Weighting***
1	**Compliance with Site Specific Requirements** Submit confirmation in writing confirming compliance with the requirements of the General Specification set out in the Instructions Document and as more specifically set out in the Electrical Services requirements of the Mini Competition (Particular Specification).	**Pass/Fail**
2	**Proposed Resources Availability** • Submit confirmation in writing that the Service Provider has sufficient resources and availability to provide the requested Electrical service(s) within the specified timeframe(s), respecting the nominated start and finish dates outlined in the Request for Tender documents. In doing so, Service Providers will be asked to clearly identify the names of the resources that they intend to allocate to the Mini-Competition contract.	**Pass/Fail**
3	**Health and Safety Competency of Project Team** For each resource proposed in 2 above, details of the following must be provided • Solas/FÁS, SafePass Card, or equivalent • Confirmation of manual handling training • A valid CSCS card for any additional skill(s) for the proposed Electrical Service(s) that would be relevant to electrical works on construction sites. • Confirmation that all personnel have received training in the entities Health and Safety System, are familiar with its Safety Statement and ancillaries and that a Risk Assessment will be completed and outcomes implemented prior to any activity	**Pass/Fail**

4	**Qualifications of the proposed Project Team** • The Service Provider must submit evidence that all electricians proposed currently hold a National Craft Certificate (Electrical) or another suitable award, equivalent to Level 6 or higher on the National Framework of Qualifications. • The Service Provider must submit evidence hold a National Craft Certificate (Electrical) or another suitable award, equivalent to Level 6 or higher on the National Framework of Qualifications. • A valid RECI registration certificate & registration number required for the proposed service provider as defined in the Request for Tender.	**Pass/Fail**
5	**Safety Statement** (Minimum standard Code of Practice for 3 or Less Employees) The company's Safety Statement or equivalent document submitted prior to admittance to the Framework Agreement will be assessed for compliance with the provisions set out in the Safety, Health and Welfare at Work Act 2005 and enforcing Regulations.	**Pass/Fail**

Service Providers that pass the Pass/Fail criteria above will proceed for assessment in accordance with the award criteria set out below.

3.2 MINI-COMPETITION CONTRACT AWARD CRITERIA (ALL LOTS)

The Service Provider that achieves the highest-ranking score by reference to the criteria below will be awarded the Mini Competition Contract subject to below.

Contract Award Criteria for Mini Competitions	Weighting	Maximum Marks Available
Most Economically Advantageous Tender: Price	100%	1,000

Depending on the nature of the required services, the Price may comprise one or more of the following:

- Provision of Electrical Services
- Response Call Out and Hourly Rates
- Additional Resources

The Price component(s) and relative weightings will be specified by LCCC at Mini-Competition Request for Tender stage.

The Service Provider's Proposals submitted in response to a Mini-Competition Request for Tender must not exceed the Key Rates tendered by the Service Provider in its Tender Submission for similar items (Key Rates as set out in the

SUBMISSION RESPONSE DOCUMENT).

The lowest lump sum price tendered for completion of the works will be awarded 100% of the 1,000 marks available for price.

The remaining Service Providers for that Mini-Competition will receive a pro rata mark for price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest cost.

$$\text{Marks Awarded} = \frac{\text{Lowest Price}}{\text{Price being evaluated}} \times \text{Available Marks For Price (1,000)}$$

The marks awarded above will determine the highest scoring Service Provider who will be ranked No. 1 for the Mini Competition.

The remaining Service Providers will be ranked in descending order, i.e. the next highest mark, ranked No. 2, etc.

The acknowledgement of receipt of any Mini Competition Request for Tender shall not constitute an actual or implied agreement between the Service Providers and the Contracting Authority.

Where, after a competition, two or more Service Providers are level on marks the Contracting Authority reserves the right to either;

- Ask the equally ranked Service Providers to resubmit prices and continue this process until there is a winner, or
- to divide the works between the equally ranked Service Providers, or
- Award the contract by random selection concluded in an open and transparent forum, or
- to re-tender the works

All Service Providers submitting a tender in response to a Mini-Competition Request for Tender will be informed of the outcome of the competition without delay following conclusion of the Mini-Competition evaluation process.

In all cases, the Electrical Services will be provided by the highest ranked Service Provider (by application of the award criteria set out in the Framework Agreement and Mini-Competition Request for Tender) unless the highest ranked Service Provider cannot confirm acceptance of an instruction from LCCC within the time specified or is otherwise unable to perform the requested Electrical Services. In such a scenario, LCCC may issue an instruction to the next highest ranked Service Provider, following the procedure above, until the instruction is accepted.

3.3 INFORMATION TO BE PROVIDED BY THE PREFERRED TENDERER PRIOR TO CONTRACT AWARD

In addition to the information to be provided when submitting a tender in response to a Mini-Competition Request for Tender (as outlined above), the preferred Service Provider must provide LCCC, for review and approval, prior to formal award of the contract, (if not already submitted), the specific information listed below or any other relevant information as requested:

- Satisfactory evidence of insurance submitted online by the Insurance Broker/Company
- Site Specific Risk Assessment
- Site Specific Method Statement

If this information, at the sole discretion and view of LCCC, is not received to a satisfactory standard within the prescribed time period, then LCCC reserve the right not to proceed further with that tender submission and commence the process for the next most competitive submission.