

INSTRUCTIONS DOCUMENT

FOR

REQUEST FOR TENDERS

FOR

APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT

FOR

THE SUPPLY OF GENERAL CONSTRUCTION & TRADE SERVICES

TENDER REFERENCE NUMBER: General Construction & Trade Services 2013

CLOSING DAY: Friday

CLOSING DATE: 12th October 2012

CLOSING TIME: 15:00

DATED ISSUED: 29th August 2012

Please Submit Tenders Online at www.LAQuotes.ie

INTRODUCTION AND PROJECT DESCRIPTION

- 1.1. Kerry County Council is coordinating the supply of General Construction & Trade Services on behalf of 31 local authorities in Ireland.
- 1.2. To coordinate these purchases Kerry County Council wishes to appoint Contractors to a multi-party framework agreement. The Framework Agreement is being procured by Kerry County Council on its own behalf and also as a central purchasing body acting on behalf of the local authorities in Ireland listed in Appendix 5 (“**the Framework Purchasers**”). The appointment is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the tender process comprises Directive 2004/18/EC of the European Parliament and of the Council, on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts implemented into Irish law by European Communities (Award of Public Authorities Contracts) Regulations 2006. The tender process is being conducted in compliance with the legal framework established by this legislation.
- 1.3. Suitably qualified Contractors are hereby invited to submit a Tender. Tenders will be assessed in accordance with the Selection Criteria set out at **Appendix 1**. Tenders that meet the Selection Criteria will then be assessed in accordance with the Award Criteria set out at **Appendix 2**.
- 1.4. The Framework Period will be for one year (2013) subject to budget and other factors.
- 1.5. It is anticipated that the Framework Agreement will commence in January 2013.
- 1.6. This procurement process is being conducted electronically. No hard copy documents are issued to Contractors. Tender submissions are to be delivered electronically only. Contractors are required to submit tenders online at www.LAQuotes.ie only no later than 15:00 hours on the 12th of October 2012.
- 1.7. Late submissions will not be accepted. Tenders will not be accepted via email or fax.
- 1.8. It is the responsibility of each individual Contractor to ensure that its Tender is submitted online at www.LAQuotes.ie by 15:00 hrs on the 12th of October 2012.
- 1.9. Please read this tender documentation carefully and complete all forms as requested. ***Failure to provide all the requested information may result in your tender being deemed non-compliant.***
- 1.10. Please note that all information relating to this tender, including tender documentation, clarifications and changes, will be published on the Irish Government’s eTenders website (www.etenders.gov.ie) ONLY.
- 1.11. All responses to queries raised will be transmitted via www.etenders.gov.ie. Questions will only be accepted via www.etenders.gov.ie.
- 1.12. Kerry County Council will not accept responsibility for information relayed (or not relayed) via third parties. If the Invitation to Tender is in any way altered or edited the subsequent tender may be deemed inadmissible.
- 1.13. **Clarification during Evaluation Period:** During the evaluation period, clarification may be sought via e-mail from Contractors. Responses to requests for clarification may not materially change any of the elements of the tender submitted.
- 1.14. It is mandatory that all Contractors provide an email address for receiving correspondence during the Evaluation Period and also for any mini-competitions as they arise. The email address information is to be provided online at www.LAQuotes.ie under the Contractors details section.

- 1.15. Kerry County Council expects to complete the tender process in accordance with the indicative timetable set out in Appendix 4. Kerry County Council reserves the right in its absolute discretion to amend the timetable.
- 1.16. Kerry County Council reserves the right to update, delete, vary, extend or alter this Request for Tenders and the information and documents contained herein at any time by notice by email to Contractors.
- 1.17. Any advice of a modification to the Request for Tenders shall be issued at least five days (5) before the 12th of October 2012 on www.etenders.gov.ie only and shall be issued as an addendum to, and shall be deemed to constitute part of, the Request for Tenders. If necessary, Kerry County Council shall revise the Closing Date in order to comply with this requirement.
- 1.18. Each Contractor's costs will be the sole liability of that Contractor. Kerry County Council has no obligation to reimburse the Contractor in respect of costs incurred by it in the preparation of its Tender or otherwise as a result of its participation in the tender process, whatsoever or howsoever arising.
- 1.19. Contractors are required to complete the Contractors Pre-Qualification Questionnaire online at www.LAQuotes.ie. If a section of the questionnaire is not applicable to the Contractor's operations please indicate N/A.
- 1.20. Contractors are required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at www.LAQuotes.ie. Contractors are required to complete or submit all other information as requested in the Contractor's Checklist prior to commencing any contract.

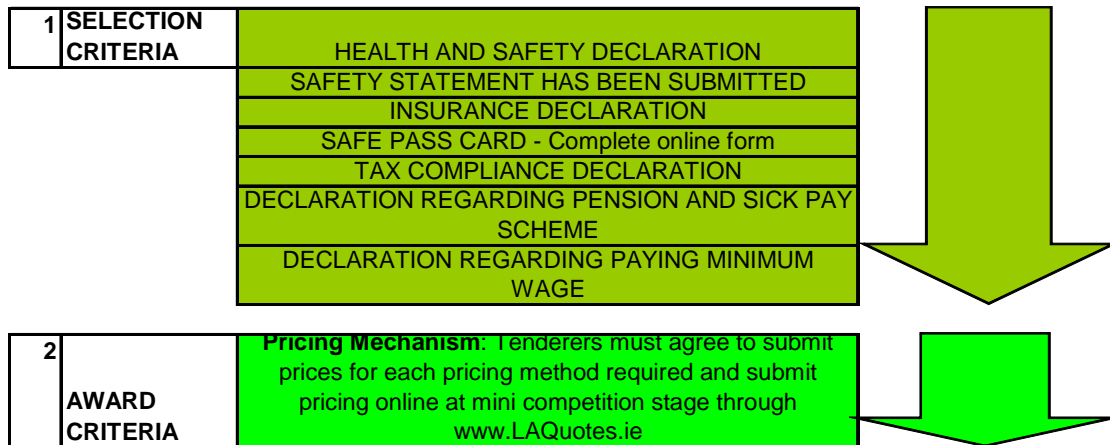
2. THE OPERATION OF THE FRAMEWORK

- 2.1. Evaluation procedure: Tenders will be checked:
 - 2.1.1. to ensure that they are complete and include all information required;
 - 2.1.2. to ensure that they comply with the requirements of this Request for Tenders;
 - 2.1.3. in particular, to ensure that the required information has been submitted online at www.LAQuotes.ie by the Closing Date; and
- 2.2. Contractors that fail to meet any of the preliminary checks may, at Kerry County Council's absolute discretion, be eliminated from the tender process.
- 2.3. Following this, Contractors' suitability will be assessed in accordance with the Selection Criteria set out at **Appendix 1**. To assist in the evaluation of applications, Kerry County Council may (to the extent permitted under public procurement law) ask any Contractor to clarify or supplement the content of any aspect of its Application.
- 2.4. Contractors that meet the Selection Criteria will be evaluated in accordance with the Award Criteria set out at **Appendix 2**.
- 2.5. No part of the Tender will be returned to the Contractor.
- 2.6. Following the expiry of the Standstill Period, the successful Contractors will be required to sign and return a Framework Agreement, a copy of which can be downloaded from www.LAQuotes.ie or www.etenders.gov.ie and to provide signed Personal Situation Declaration (in the form attached at **Schedule 4**). It is a condition of the appointment of the Contractor to the Framework that the Framework Agreement and the completed Personal Situation Declaration is signed and returned to Kerry County Council. No material amendments to the Framework Agreement and no amendments to the Personal

Situation Declaration will be accepted or negotiated. Should a successful Contractor fail to provide the Personal Situation Declaration or to enter into the Framework Agreement in the required form, that Contractor shall not be appointed to the Framework. The Framework Agreement sets out the terms and conditions of any contract awarded under this Framework.

STEPS FROM ADVERTISEMENT TO AWARD OF CONTRACT

Application for inclusion in the Framework Agreement



ONLY THOSE INCLUDED IN THE FRAMEWORK AGREEMENT WILL BE ASKED TO TENDER FOR CONTRACT

Tender for the award of a contract under the Framework Agreement

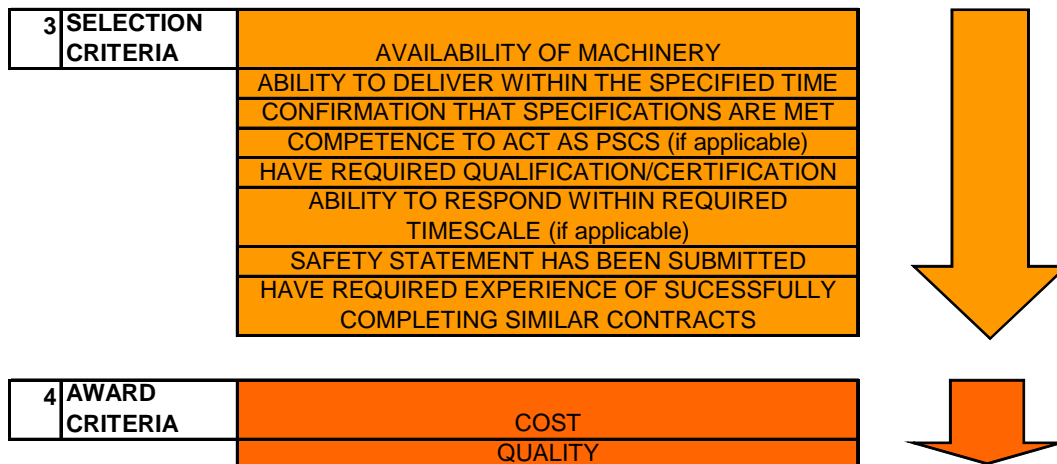


Diagram 1

- 2.7. The appointment of the successful Contractors to the Framework Agreement does not constitute a commitment or guarantee from any of the Framework Purchasers to purchase or procure any supplies or services from the Contractors and does not confer any exclusivity on the appointed Contractor. The Framework Purchasers reserve the right to carry out separate procurement processes for any supplies and services described in the Framework Agreement from any Contractor outside of the Framework should they, at their sole discretion, consider it appropriate to do so.
- 2.8. It is intended that Contractor' performance will be monitored during the Framework. Quality of service and user satisfaction will be the main criteria for measuring performance. Where Contractors fail to perform satisfactorily any contracts awarded, they may be eliminated from the Framework.
- 2.9. Individual contracts under the Framework Agreement ("**Framework Contracts**") will be awarded following the Mini-Competition Procedure set out in Schedule 4 of the Framework Agreement. At mini-competition stage, Contractors/Suppliers will be required to submit fixed prices in accordance with the specific requirements of the mini-competition. The Framework Purchasers will indicate which pricing method will be applied – hourly rate – plant only, hourly rate – plant and operator, daily rate, price per job etc. The Framework Contract will be awarded either on the basis of most economically advantageous tender (MEAT) or by the lowest price by application of the award criteria set out in Appendix 3 as may be supplemented as appropriate in relation to the specific drawdown requirements. The type of procedure used, whether MEAT or lowest price will be stated at the mini-competition stage. Framework Purchasers may include a Form of Contract or other documents to be completed as part of the mini-competitions.
- 2.10. For the avoidance of doubt, individual Framework Purchasers may award Framework Contracts on behalf of one or more Framework Purchasers using the mechanisms described above.
- 2.11. As regards the operation of the Mini-Tender, the Framework Purchasers do not undertake to accept the lowest tender for any individual contract, or part or all of any such tender and the acknowledgement of receipt of any tender for an individual contract shall not constitute any actual or implied agreement between the relevant Framework Purchaser(s) and the Contractor.
- 2.12. Contractors are required to fully comply with the Request for Tenders when preparing their submission and participating in this process. It is up to the Contractors to ensure that they fully understand the requirements of this Request for Tenders. Where a Contractor does not fully understand the requirements, the query should be logged on www.etenders.gov.ie.
- 2.13. If a Contractor fails to comply in any way with the Request for Tenders, Kerry County Council may (but is not obliged to) disqualify the Contractor concerned and reject its submission. Without prejudice to this right, Kerry County Council may (but is not obliged to) seek clarification or further information from the Applicant (that does not materially alter its Tender) or take any other step permitted by law.

3. GENERAL INFORMATION

- 3.1. Kerry County Council and all of the other Framework Purchasers are entitled to disclose information about this process, including the identity of the Contractors, to any person. Kerry County Council and all of the other Framework Purchasers are subject to the Freedom of Information Acts 1997-2003.
- 3.2. Contractors are asked to consider if any of the information supplied by them in response to this Request for Tenders should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants should, when providing the information,

identify same and specify the reasons for its commercial sensitivity or confidentiality. Kerry County Council will have regard to such a statement but is not bound by it.

- 3.3. Contractors shall also be aware that a current Tax Clearance Certificate or demonstration of a satisfactory level of subcontractor tax compliance will be required from the successful Contractor prior to entering into a contract. Successful Contractor must comply with the terms of the Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement. These certificates and clearance requirements will be required prior to the contract award but do not have to be submitted as part of any Tender at this stage. Contractors are now required to produce an in date Notification of Determination to the Framework Purchaser or principal contractor, before the contract is awarded. Contractors requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I should contact their local Revenue office. Contact details are available on the Revenue website at www.revenue.ie.
- 3.4. Where a Tax Clearance Certificate expires within the course of the contract, each Framework Purchaser reserves the right to seek a renewed certificate. All payments under a Framework Contract will be conditional on the Contractor being in possession of a valid certificate at all times'.
- 3.5. Contractor shall also be aware that it will be a condition of appointment to the Framework Agreement that the Contractor will be required to provide evidence prior to commencing any works, of membership of a pension and sick pay scheme for all of their employees employed to work on Local Authorities contracts.
- 3.6. The laws of Ireland shall apply to this tender process and this tender process shall be subject to the exclusive jurisdiction of the Irish courts.
- 3.7. The Contractor 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.
- 3.8. By participating in this Request for Tenders process; Contractor/Supplier acknowledge that there does not exist any contractual or quasi-contractual relationship between Kerry County Council and Contractor/Supplier prior to the execution of the Framework Agreement nor does there exist any contractual or quasi-contractual relationship between any Framework Purchaser and any Contractor/Supplier prior to the execution of a formal contract entered into pursuant to the mini-competition.
- 3.9. Kerry County Council reserves the right, without notice, to terminate the process or change the basis and the procedures for the tender process. In such circumstances, Kerry County Council and its advisors shall not be liable to any persons as a result thereof. Kerry County Council shall not be bound to accept any Tender and reserves the right not to conclude a Framework Agreement for some or all of the supplies and services for which Tenders are invited.
- 3.10 By participating in this tender process, Contractor accept, confirm and acknowledge that:
 1. Any Contractor will be immediately eliminated from the Framework if they do not provide the required evidence of compliance with declarations when requested by Kerry County Council in accordance with the Appendix 2 or it is subsequently discovered that any declaration or information provided is false and
 2. The award of any Framework Contract will be on the basis of either the Most Economically Advantageous Submission or the Lowest price depending on the type of procedure stated in the mini-competition.

4. APPENDICES AND SCHEDULES

4.1. The following Appendices and Schedules are attached to this Request for Tenders:

Appendix 1: Selection Criteria

Appendix 2: Award Criteria for Appointment to the Framework

Appendix 3: Award Criteria for Mini-Competitions

Appendix 4: Indicative Timetable

Appendix 5: Framework Purchasers

Schedule 1: Specification Document

Schedule 2: Categories of General Construction & Trade Services Tendered

Schedule 3: Contractor's Checklist

Schedule 4: Personal Situation Declaration Form (as per Article 45 of Directive 2004/18/EC and Regulation 53 of SI 329)

APPENDIX 1- SELECTION CRITERIA

All qualifying tenders received will be evaluated against the Selection Criteria listed below. Tenders that meet the Selection Criteria will then be evaluated in accordance with the award criteria in **Appendix 2**. If Contractors declare that they comply with declarations and it is later discovered that the declaration was false then the Contractor will be immediately eliminated from the Framework.

Selection Criteria	Weighting
<ul style="list-style-type: none"> • Health & Safety <p>Contractors must declare that they are complying with all relevant Health & Safety Legislation. A copy of their current safety statement must be available on www.LAQuotes.ie</p>	Pass/Fail
<ul style="list-style-type: none"> • Insurance <p>Contractors must declare that they will have in place the relevant insurance as outlined in the terms & conditions prior to commencing any contract.</p>	Pass/Fail
<ul style="list-style-type: none"> • Safe Pass Card <p>Contractors are required to confirm that they have a valid Safe Pass Card with Fás Accreditation for Employees or equivalent online at www.LAQuotes.ie by the 12th of October.</p>	Pass/Fail
<ul style="list-style-type: none"> • Tax Compliance – current Tax Clearance Certificate <p>Contractors are required to confirm online at www.LAQuotes.ie that they are Tax Compliant</p>	Pass/Fail
<ul style="list-style-type: none"> • Membership of a Pension and Sick Pay Scheme <p>Contractors are required to confirm online at www.LAQuotes.ie that they are members of a pension and sick pay scheme and provide evidence of same.</p>	Pass/Fail
<ul style="list-style-type: none"> • Pay Rates <p>Contractors are required to confirm online at www.LAQuotes.ie that they comply with all statutory requirements in relation to PAYE, PRSI, etc.</p>	Pass/Fail
<ul style="list-style-type: none"> • Specification <p>Contractors are required to confirm online at www.LAQuotes.ie that the Contractor will comply with the requirements of the Specification at Schedule 1</p>	Pass/Fail
<ul style="list-style-type: none"> • Personal Situation Declaration <p>Contractors are required to confirm online at www.LAQuotes.ie that they meet the eligibility requirements in compliance with Article 45 of EU Council Directive 2004/18/EC – that all the answers to the requirements are NO – the form of declaration that successful Contractors will be required to sign and return at a later stage is in Schedule 4.</p>	Pass/Fail

APPENDIX 2- AWARD CRITERIA FOR APPOINTMENT TO THE FRAMEWORK

Award Criteria	Mandatory
Pricing Mechanism: Contractor must agree to submit prices for each pricing method required by the Framework Purchaser and to submit pricing online at mini competition stage through www.LAQuotes.ie	Pass/Fail

APPENDIX 3- AWARD CRITERIA FOR MINI COMPETITIONS

When a Framework Purchaser, at its discretion, decides to award a contract for General Construction & Trade Services pursuant to a mini-competition, it will apply the award criteria below in order to determine the most economically advantageous tender or the lowest price depending on the type of procedure stated in the mini-competition. Firstly, tenders will be assessed to see if they meet the pass/fail criteria below. Any Contractor that fails to meet the pass/fail criteria below will be excluded from further consideration.

Selection Criteria for Mini-Competitions

<ul style="list-style-type: none"> If applicable, the Contractor has the required machines/plant available 	Pass/Fail
<ul style="list-style-type: none"> The Contractor can supply the General Construction & Trade Services within the delivery period specified in the mini-competition. 	Pass/Fail
<ul style="list-style-type: none"> Confirmation that the requirements of the Specification identified in Schedule 1 to the Framework Agreement and Terms and Conditions set out in Schedule 1 of this document any additional requirements specified in the RFT can and will be complied with. 	Pass/Fail
<ul style="list-style-type: none"> If applicable, confirmation that requirements specified in the mini-competition can be met. This criterion may be broken down into sub-criteria to take account of the particular characteristics of the job, the subject of the mini competition. 	Pass/Fail
<ul style="list-style-type: none"> If applicable, confirmation that evidence of the relevant specific qualification/certification can and will be provided. 	Pass/Fail
<ul style="list-style-type: none"> If applicable, the Contractor has provided evidence to demonstrate its competence to carry out the role of Project Supervisor for the Construction Stage (PSCS) as specified by the Safety, Health and Welfare at Work (Construction) Regulations 2006 (where applicable, a detailed questionnaire will be included in the request for mini tenders for the purposes of assessing compliance with this criterion). 	Pass/Fail
<ul style="list-style-type: none"> Relevant Experience, if applicable, confirmation that the minimum level(s) of experience set out in the mini-competition can and will be complied with. <p>The Contractor/Supplier must have satisfactory experience and must have successfully completed similar works to the contract being offered. The Framework Purchaser may request submission of details of other similar work carried out by the</p>	Pass/Fail

<p>Contractor/Supplier and/or Operator being provided. In assessing the similarity of the works completed the Council will assess the type and variety of works done and the conditions under which and the locations where the contract work was carried out. In assessing whether the contracts were satisfactorily carried out and were similar, the Council may be requesting reports from the previous employer or employer's representative.</p>	
<ul style="list-style-type: none"> If applicable, confirmation that the plant concerned will be available outside of normal working hours, and that any maximum response time specified can and will be complied with. 	<p>Pass/Fail</p>

Contractors that pass the criteria above will be assessed in accordance with the award criteria below. The Contractor that achieves the highest ranking score by reference to the award criteria below will be awarded the drawdown contract.

Award Criteria	Percentage Weighting	Minimum Requirements
<p>Overall Price</p>	<p>[60%-100%]</p>	<p>[]%</p>
<p>Quality</p> <p>This criterion may be broken down into sub-criteria, including such matters as the age of machine, backup support services, etc. The particular characteristics of the job, the subject of the mini competition including where appropriate the requirement for a safety plan/quality plan for the specific Framework Contract(s), may also be taken into account. If applicable, it will also take account of green procurement.</p>	<p>[0%-40%]</p>	<p>[]%</p>

Where, after a competition, two tenders are level on marks, the Council reserves the right to either:

1. Ask the drawn Contractors to resubmit prices and continue this process until there is a winner
2. To divide the contract between the two drawn Contractors.

APPENDIX 4-INDICATIVE TIMETABLE

OPEN PROCEDURE	Date*
Invitation to Tender	29 th August 2012
Deadline for receipt of Queries	5 th October 2012
Tender Closing Date	12 th October 2012
Appointment to the Framework	13 th December 2012
Conclusion of Framework	31 st December 2013

*Dates may be subject to change at Kerry County Council's absolute discretion.

APPENDIX 5- FRAMEWORK PURCHASERS

Framework Purchaser
Cavan Local Authorities
Carlow Local Authorities
Clare Local Authorities
Cork City Council
Cork County Council & Town Councils
Donegal Local Authorities
Dun-Laoghaire-Rathdown County Council
Fingal County Council
Galway County Local Authorities
Kerry Local Authorities
Kilkenny Local Authorities
Laois Local Authorities
Leitrim Local Authorities
Limerick City Council
Limerick County Council
Longford Local Authorities
Louth Local Authorities
Mayo Local Authorities
Meath Local Authorities
Monaghan Local Authorities
North Tipperary Local Authorities
Offaly Local Authorities
Roscommon Local Authorities
Sligo Local Authorities
South Dublin County Council
South Tipperary Local Authorities
Waterford City Council
Waterford County Local Authorities
Westmeath Local Authorities
Wexford Local Authorities
Wicklow Local Authorities

SCHEDULE 1: SPECIFICATION DOCUMENT

Kerry County Council hereby invites tenders from suitable Contractors who wish to be included on the Framework for the supply of General Construction & Trade Services to the Framework Purchasers.

The categories of General Construction & Trade Services are listed in Schedule 2 and available when you logon on to www.LAQuotes.ie.

TERMS & CONDITIONS FOR THE SUPPLY OF CONSTRUCTION SERVICES:

Note: Failure to comply with these terms and conditions may result in disqualification.

Section A: Insurance

1.1 No machine/vehicle or Contractor shall be awarded a contract unless satisfactory evidence of insurance is submitted online prior to contract award by the Insurance Broker/Company. Where the Insurance Policy in question lapses prior to the end of the period of the contract it shall be the responsibility of the Contractors to ensure that said policy is renewed, to ensure that the relevant Local Authorities are so informed and that the insurance details are updated on www.LAQuotes.ie.

Employers Liability Insurance will be required where the item of plant to be hired is to be operated by anyone other than its owner (where the owner is an individual – any reference to owner below means an individual owner) even for periods of holiday leave, sick leave etc. Any operator of a machine other than its owner will be deemed to be an employee even if a relation to/of the owner.

- a. Cover must apply to the employees of the Contractor engaged on the Contract.
- b. The liability for death or injury to employees must be covered on an unlimited basis.
- c. The cover must indemnify the Framework Purchaser to which the mini-competition pertains i.e. one or more of the participating Framework Purchaser subscribers, as principal or include a general "Indemnity to Principal" Clause.
- d. Cover must be extended to cover the Contractor in respect of liability assumed by him under the Contract, e.g. the description of the Insured's business must be unambiguous.

Specific indemnity to the Framework Purchaser as Principal or a general 'Indemnity to Principal' clause is required with a minimum limit of €13.6m under Employers Liability, €6.5m under Public Liability and €6.5m under Motor Insurance Policy if applicable. In respect of plant which is hired without operator, the Council requires evidence of Public Liability insurance cover including liability arising from the use or supply of defective equipment. This cover must be provided either under the Public Liability policy or a separate Products Liability policy, with a minimum limit of €6.5m.

1.2 The Contractor shall be liable for and shall indemnify the Framework Purchaser for and in respect of all and any losses, claims, demands damages or expenses which the Framework Purchaser may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract breach of duty, wilful default or fraud of the Contractor, its employees, sub-contractors or agents or any of them.

2. The onus is on the Contractor to advise the Framework Purchaser when their insurance has lapsed or has been cancelled. All Contractors must notify Local Authorities of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in immediate barring of the Contractor for the duration of the framework.

Section B: Payment, Tax Clearance, etc.

3. Payment will be made at the working rate for each hour or part of hour worked.
4. Framework Purchasers operate a core time 39-hour, 5-day week. Where applicable, payment for time worked will only be made on the basis of the Framework Purchasers's time records of hours/days worked and not on the Contractor's own time sheets. No allowance will be made for Church Holidays, Bank Holidays, Annual Holidays or Other Holidays recognised by Framework Purchasers.
5. The Contractors invoice shall show the following information:
 - The Contractors name and address
 - The Contractors VAT Registration Number
 - Invoice number and date
 - The Framework Purchaser's order number
 - The RFT (Request For Tender) reference number from the LAQuotes system
 - Quantities and price
6. Prior to Invoicing, some Framework Purchasers may require Suppliers/Contractors to submit periodic (e.g. weekly or monthly) statements of service provided during the period, for the purpose of certification.
7. Payment: A number of the Framework Purchasers only pay Contractors via EFT (Electronic Fund Transfer) and the remittance is sent to Contractor via email.
8. Each of the thirty three Framework Purchasers is subject to the provisions of the Freedom of Information (FOI) Act 1997 and the Freedom of Information (Amendment) Act 2003. If you consider that any of the information supplied by you is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified in a separate letter. In such cases, the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for in the Act.
9. The Contractor or his/her agent or employees will take their instructions from the Director of Services, or authorised employees.
10. The Contractor shall not be at liberty to impose any conditions at any time on the Framework Purchaser and any document purporting to impose any such conditions shall be void in so far as such conditions are concerned.
11. Where Framework Purchasers request clarification or further information on any matters relating to the tender or supporting documentation, such information shall be submitted no later than the date specified in the request.
12. Contractors shall ensure that all information provided with their tender including subsequent further information is correct. Where Contractor are found to have furnished false, misleading or incorrect information, the Framework Purchaser will impose such sanctions as it deems appropriate in the particular case. The sanction will be determined by the Framework Purchaser at its own discretion and it may include all steps up to the complete exclusion from the framework.

13. Contractors engaged by Framework Purchasers shall provide the names and addresses of all employees in the "Driver's Details" section of www.LAQuotes.ie and enter updates as the need arises during the currency of the framework.
14. Contractors and their employees are expected to adhere to acceptable standards of behaviour, i.e. standards expected of Framework Purchasers' staff.
15. Contractors/Contractors should note that the requirements of the Specification identified in Schedule 1 – The Services of the Framework Agreement must be met.

Section C: Plant/Operator Requirements & Conditions

16. The Framework Purchaser will not provide storage of materials/machinery and the Framework Purchaser will not accept any responsibility for any loss or damage to materials or plant placed on any work site by the Contractor or his agents. The Contractor shall make his own arrangements for the protection of his machine/vehicle and materials. Plant or tools stored by a Framework Purchaser by prior agreement, for the Contractor's/Supplier's convenience, will be stored at the Contractor's/Supplier's own risk.

PLEASE NOTE the terms and conditions in this Specification (as supplemented by requirements specified in individual mini-competitions) and in the Framework Agreement and any purchase order issued by the Framework Purchasers shall apply to the exclusion of any terms and conditions which the Framework Purchaser may purport to apply at any time, whether contained in any invoice, delivery docket or other document produced by or furnished to the Framework Purchaser by the Framework Purchaser, its agents or employers.

17. The operator in charge of a machine/vehicle shall be skilled in the operation of the machine and thoroughly conversant with the machine/vehicle, which he/she is operating.

Section D: Health & Safety (Legal/Paperwork)

18. All Contractors must submit a Safety Statement in accordance with the Safety, Health and Welfare at Work Act, 2005 and all Regulations, Codes of Practice and Guidance arising thereof. The Safety Statement has to be up to date and signed by the Head of the Company. The Safety Statement must include Risk Assessments relevant to the work being tendered for.

All Contractors shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereof.

All articles and substances supplied for use at work, including any plant, machine, tool or hazardous substance, shall comply with the requirements of the current Safety, Health & Welfare at Work Act, Regulations, Codes of Practice and Guidance.

In the situation where a safety statement is currently on file on the LAQuotes system and has not changed, the Contractor shall be required to complete a safety statement declaration form, which can be downloaded from www.LAQuotes.ie.

19. All employees operating plant/vehicles and all other operatives shall have a Safe Pass Card, with FAS accreditation. Plant operators and all other operatives, as listed in the Schedule 4 of Safety, Health and Welfare at Work (Construction) Regulations 2006, must be in possession of a Construction Skills Certification Scheme (CSCS) ticket. The Safe pass card and CSCS equivalent in Northern Ireland (CSR card) will also be accepted. Details to be submitted online and original cards must be available upon request on site on any given day. Details must be kept up to-date at all times on www.LAQuotes.ie

20. All employees operating plant/vehicles shall have a current full driver's licence pertaining to the item(s) of plant they are operating. Copies to be available upon request on site on any given day.
21. Contractors Pre-Qualification Questionnaire to be fully completed online at www.LAQuotes.ie. If a section of the questionnaire is not applicable to your operations please indicate N/A.

A more detailed Questionnaire will be required for any contractors that undertake 'Project Supervisor Construction Stage' PSCS duties.

22. The operator in charge of a machine/vehicle shall be provided with the necessary Personal Protective Equipment (P.P.E.) by the Contractor/Haulier, in order to safely carry out his duties; e.g. safety boots, reflective vests, helmets etc.
23. A person with a good command of the English language must be present on site at all times during working hours.

**SCHEDULE 2: CATEGORIES OF GENERAL CONSTRUCTION & TRADE SERVICES
TENDERED**

Concrete works	Concrete Footpaths In-situ concrete kerbing Kerbs, Paths, Channels, Edgings Footpaths: footpath bases 100mm / 150mm depth; Gravel footpaths; Concrete footpaths 100mm thickness; tarmacadam footpaths 100mm thickness Precast concrete works Structural concrete repairs Waterproof concrete protection/ surfacing
Services installation	Service ducts & chambers meters & boxes valves, fittings etc Water pipework Drainage pipework Boxes & chambers Chambers and Gullies Ducting Moling Directional Drilling Sludge Tankering Sewer works: Sewer Manholes Sewer works: Sewer Re-lining Sewer works: CCTV Surveys Sewer works: Sewer Cleaning
Construction/Building works	Brickwork, Blockwork and Stonework, Plastering Dayworks - Labour Walls and Foundations Flexible Surfacing Footpaths and Paved Areas Dry stone wall construction Stone wall construction with sand/cement mortar/lime mortar Block/Brick Paving Guniting (Masonry Stone Arch Bridges)
Fencing	All fencing supplies & services to comply with NRA Construction Manual
Concrete Repairs & Structural drilling	Saw Cutting Coring
Landscaping & Gardening	Topsoil, Grass Seeding and Turfing Excavation / Soiling / Deposal Grass Cutting Verge Trimming Plants Shrubs & Trees & Horticultural Products Tree Felling Spraying Planting Tree Surgery
Road Construction	Raising or Lowering Covers Saw Cutting Recycling of Existing Roads and Cold Milling (Planing) /Stabilisation
Traffic management/Calming	Crash Barriers and Traffic Signs Traffic Calming Traffic Signs and Road Markings Speed Ramps /Speed Cushions/Raised Tables

Site Investigation

Site Investigation
Natura 2000 AA
Archaeological investigation
Environmental assessment
Health & Safety Services
Road Safety Audits

Surfacings

High Friction Surfacing – Epoxy Resin (or similar) with naturally occurring coloured aggregates for use on buslanes, cycleways, traffic calming to Clause 942
Hot Applied Coloured Surfacing – Thermoplastic Hot applied high friction surfacing certified to HAPAS Type 1 for use on buslanes, cycleways, traffic calming to Clause 942
Footpath Overlay – A hand applied cold asphalt overlay made up of a polymer modified emulsion and crushed graded limestone aggregate for footpaths
Pavement Microsurfacing – A machine applied cold asphalt overlay made up of a polymer modified emulsion and crushed graded limestone aggregate for damaged roads, car parks and laneways
Special Surfacing (eg. Ralumac) to Local Authority Specification

Mechanical Services

Welding
Wrought Iron/Iron works, etc.

Playgrounds & Recreational Areas

Playground Installations
Recreational Installations
Playground Supplies
Recreational Supplies

SCHEDULE 3: CONTRACTORS CHECKLIST

Please ensure that all of the following have been submitted **online** at www.LAQuotes.ie by the Tender Deadline:

Valid Safe Pass Card with Fás Accreditation for Employees online at www.LAQuotes.ie

Current Safety Statement

Online Declarations:

- Health & Safety Compliance
- Insurance
- Tax Compliance
- Membership of a Pension & Sick Pay Scheme
- Pay Rates
- Personal Situation Declaration

All documents listed online at www.LAQuotes.ie under the Contractors Checklist need to be submitted.

Failure to submit the details above may result in the Tender being disqualified.

SCHEDULE 4: PERSONAL SITUATION DECLARATION FORM

This declaration of compliance with Article 45 of EU Council Directive 2004/18/EC **MUST** be signed by all **Contractors**

Name of Contractor: _____

Address: _____

Country: _____

Please enter Yes or No as appropriate to the following statements relating to the current status of your organisation.

	Yes/No
The Contractor is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.	
The Contractor is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.	
The Contractor a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.	
The Contractor has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the Candidate is located.	
The Contractor a Director or Partner has been found guilty of fraud.	
The Contractor, a Director or Partner has been found guilty of money laundering.	
The Contractor, a Director or Partner has been found guilty of corruption.	
The Contractor, a Director or Partner has been convicted of being a member of a criminal organisation.	
The Contractor has been guilty of serious misrepresentation in providing information to a public buying agency.	
The Contractor has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.	

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed: _____ **Date:** _____

Print Name: _____

Position in Company: _____

Company Name: _____

Address: _____

E-mail Address: _____