

INSTRUCTIONS DOCUMENT

FOR
REQUEST FOR APPLICATIONS
FOR
APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT
FOR
ELECTRICAL SERVICES
FOR
LOCAL AUTHORITIES

| | |
|-------------------------------|--|
| COMPETITION REFERENCE: | Electrical Services for Local Authorities Framework |
| CLOSING DAY: | FRIDAY |
| CLOSING DEADLINE: | 17th February, 2017 |
| CLOSING TIME: | 15:00Hrs |
| DATE ISSUED: | 9th January, 2017 |

*Applicants must register their interest online at www.etenders.gov.ie and forward the necessary documents as outlined in these instructions in **hard copy** to the address hereunder.*

Please Return Applications in Hard Copy to :

Application Ref: "Electrical Services for Local Authorities Framework"
AO Corporate Affairs
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry

TABLE OF CONTENTS

| | | |
|------------|---|-----------|
| 1.0 | INTRODUCTION | 3 |
| 1.1 | General | 3 |
| 2.0 | INSTRUCTIONS TO APPLICANTS | 4 |
| 2.1 | General | 4 |
| 2.2 | Division into Lots | 4 |
| 2.3 | Contracting Authorities | 4 |
| 3.0 | APPLICATIONS TO THE FRAMEWORK | 5 |
| 3.1 | General | 5 |
| 3.2 | Information to be included in the Applications | 5 |
| 3.3 | Company Registration Details | 5 |
| 3.4 | Communications and Clarifications (During Tender period) | 6 |
| 3.5 | Format of Submissions | 6 |
| 3.6 | Submission of Applications | 6 |
| 3.7 | Price | 7 |
| 3.8 | Reliance on the Capacities of other Entities | 7 |
| 3.9 | Subcontracting | 7 |
| 3.10 | Consortium/Joint Venture | 8 |
| 3.11 | European Single Procurement Document (ESPD) | 8 |
| 3.12 | No Collusion | 8 |
| 4.0 | THE SETTING UP AND OPERATION OF THE FRAMEWORK | 10 |
| 4.1 | General | 10 |
| 4.2 | Compliance Check (Stage 1) | 10 |
| 4.3 | Minimum Suitability Criteria (Stage 2) | 10 |
| 4.4 | Tender Award (Stage 3) | 12 |
| 4.5 | Minimum Standards in Support of Declarations in Section 4.3 | 12 |
| 4.6 | Communications and Clarifications (Post Tender) | 13 |
| 4.7 | Framework Agreement | 13 |
| 4.8 | Termination from the Framework | 13 |
| 4.9 | Safety Statement | 13 |
| 5.0 | MINI-COMPETITIONS | 14 |
| 5.1 | Operation of Mini-Competitions | 14 |
| 5.2 | Mini-Competition Evaluation | 14 |
| 6.0 | GENERAL INFORMATION | 16 |
| 6.1 | Disclaimer | 16 |
| 6.2 | Tax Clearance | 17 |
| 6.3 | Employees | 17 |
| 6.4 | Language | 17 |
| 6.5 | Declarations | 17 |
| 6.6 | Applicable Law | 18 |
| 6.7 | Freedom of Information Acts | 18 |
| 6.8 | Canvassing | 18 |
| 6.9 | Standstill | 18 |
| 6.10 | Conflicts of Interest and Registrable Interest | 18 |
| 6.11 | Confidentiality | 19 |
| 6.12 | Child Protection and Garda Clearance | 19 |
| 7.0 | APPENDICES AND SCHEDULES | 20 |
| | APPENDIX 1 – INDICATIVE TIMETABLE | 21 |
| | APPENDIX 2 – GLOSSARY OF TERMS | 22 |
| | APPENDIX 3 – CONTRACTING AUTHORITIES (FRAMEWORK PURCHASERS) | 23 |
| | APPENDIX 4 – MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA – Lot 1 | 24 |
| | APPENDIX 5 – MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA – Lot 2 | 27 |

1.0 INTRODUCTION

1.1 General

- 1.1.1 The Local Government Operational Procurement Centre (LGOPC) acting as a Central Purchasing Body (CPB) under the auspices of Kerry County Council is coordinating the establishment of a framework of contractors on behalf of the Contracting Authorities listed in **Appendix 3**, (the "**Framework Purchasers**").
- 1.1.2 The purpose of this competition is to establish a multi-party framework agreement for the provision of **Electrical Services for Local Authorities** (the "**Framework Agreement**").
- 1.1.3 It is anticipated that the Framework Agreement will commence in **Quarter 2 of 2017** and that the term of the Framework Agreement will be for **24 (twenty four) months** from establishment, with an option to the LGOPC of two further 12 month extensions, subject to available budgets and other factors.
- 1.1.4 The LGOPC invites applications from service providers who wish to be included on this Framework Agreement ("**Applications**").
- 1.1.5 An applicant (Contractor/Supplier) can make only one Application in response to this competition.
- 1.1.6 The Applicants that are admitted to the Framework Agreement (the "**Service Providers**") will be invited to participate in mini-competitions by the Framework Purchasers for the provision of the services described herein ("**Mini-Competitions**") using a request for tender.
- 1.1.7 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 the Mini-Competition.
- 1.1.8 All information relating to this Framework Agreement, including instructions, clarifications and changes, will be published on the Irish Government's eTenders website (www.etenders.gov.ie) **only**.
- 1.1.9 Applicants attention is drawn to the fact that they must fully comply with and/or fully disclose all required information included under paragraph **6.10** - "Conflicts of Interest and Registrable Interest" of this document.
- 1.1.10 **Appendix 2** to these Instructions contains a glossary of terms. Unless the context otherwise requires, capitalised terms in these Instructions have the meaning given in the glossary of terms.

2.0 INSTRUCTIONS TO APPLICANTS

2.1 General

- 2.1.1 The appointment to this Framework is being made by a process of competitive tender 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.
- 2.1.2 The total value of Mini-Competition Contracts that will be awarded pursuant to this Framework is estimated to be in the region of €15 million per annum and will therefore exceed the threshold for the application of the EU Procurement Directives. The LGOPC published a contract notice on the Official Journal of the EU (OJEU) and on the www.etenders.gov.ie website on **January 9th 2017**.
- 2.1.3 This competition supersedes and replaces all previous documentation, communications and correspondence between the Framework Purchasers and Applicants in relation to the subject matter of this competition, and Applicants should place no reliance on such previous documentation and correspondence.
- 2.1.4 The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.
- 2.1.5 If the Applicant alters or edits these Instructions, that Applicant's Application may be deemed non-compliant and may be rejected.
- 2.1.6 Each Applicant's costs will be their sole liability. The LGOPC 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.

2.2 Division into Lots

- 2.2.1 This Framework will be divided into **two (2)** lots as follows -:

| Lot Reference | Description |
|---------------|----------------------------------|
| 1 | Electrical Services without PSCS |
| 2 | Electrical Services with PSCS |

2.3 Contracting Authorities

- 2.3.1 The Contracting Authorities participating in this competition are set out in **Appendix 3** hereto and in **Schedule 3** to the Framework Agreement.
- 2.3.2 As part of their application, Applicants are required to identify the Framework Purchasers they wish to be considered for at Mini-Competition stage by completing and returning the **Contracting Authorities (Purchasers)** list attached to the Form of Tender.

3.0 APPLICATIONS TO THE FRAMEWORK

3.1 General

- 3.1.1 Applications for admittance to the Framework will be assessed in accordance with the framework evaluation criteria set out in Part 4.0 of these Instructions.
- 3.1.2 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 for Electrical Services for Local Authorities** - a copy of which can be viewed under the Contract Notice at www.etenders.gov.ie.
- 3.1.3 Separate Framework Agreements will apply for each of the Lots.

3.2 Information to be included in the Applications

- 3.2.1 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.
- 3.2.2 Applicants should read the contents of this Instructions Document carefully, including the Appendices & Schedules, the accompanying Framework Agreements, Tender Submission Check List, Forms to be completed and submitted with the Application, and the Form of Tender prior to preparing and submitting an application.
- 3.2.3 Applicants are required to submit the information as outlined in Part 4 of these Instructions, completed as indicated -:
- 1) Form of Tender
 - 2) Completed Declarations as outlined in Part 4.3 of this Instructions Document (Templates included separately with the tender documents)
 - 3) Evidence that the Applicant is currently a Registered Electrical Contractor with Safe Electric. The evidence shall be in the form of a copy of the current Safe Electric Registration Card issued by Safe Electric to the Applicant.
- 3.2.4 To assist with the preparation of applications, a **Tender Submission Checklist** is included with the tender documents.
- 3.2.5 Failure to provide all of the specified information may result in the Application being deemed non-compliant and the Application may be rejected.
- 3.2.6 **Applicants must ensure that where applicable, all declarations are appropriately signed, dated and witnessed.**
- 3.2.7 The LGOPC's detailed requirements in relation to this competition are set out in the General Specification Document included at **Schedule 1** to the Framework Agreement.

3.3 Company Registration Details

- 3.3.1 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 documents submitted as part of the application process.
- 3.3.2 Where the Applicant is currently registered on www.Supplygov.ie, the company name included on www.Supplygov.ie must match the registered company name as recorded on www.cro.ie.

- 3.3.3 Where the Applicant is not registered with the Companies Registration Office (www.cro.ie), the name of the Applicant used in all documents submitted as part of the application process, must match the entity as registered on www.Supplygov.ie and/or in line with its VAT Registration Number.
- 3.3.4 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.

3.4 Communications and Clarifications (During Tender period)

- 3.4.1 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 **7th February, 2017**, which is **10 days** prior to the deadline for the receipt of Applications.
- 3.4.2 The LGOPC will endeavour to respond to all reasonable queries received without delay but, in any case, no later than **11th February, 2017**, which is **6 days** prior to the deadline for the receipt of Applications, but does not undertake to respond to all queries received.
- 3.4.3 Subject to Paragraph 3.4.4, the query and the LGOPC's response will, where appropriate, be communicated to all those expressing an interest, without disclosing the name of the Applicant who initiated the query.
- 3.4.4 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. If the LGOPC, 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.

3.5 Format of Submissions

- 3.5.1 All information is required to be submitted in **hard copy** by the Applicant and in loose leaf format in a twin ring binder only. Pages in documents should not be stapled together or bound in any other way.
- 3.5.2 Applicants are required to assemble the information to be included in their Applications in the order set out in the Tender Submission Checklist.

3.6 Submission of Applications

- 3.6.1 Applications must be received no later than 15:00hrs Irish Time **on Friday, 17th February, 2017** (the "**Closing Deadline**").
- 3.6.2 Please submit the signed original of all documents.
- 3.6.3 The Application must be parceled, securely sealed, **labelled** and delivered to the following address:
- Application Ref: "Electrical Services for Local Authorities Framework"**
AO Corporate Affairs
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry
- 3.6.4 Submitted parcels shall be labelled only as indicated above and shall be free from any identifying company markings.

- 3.6.5 Where an Applicant is currently registered on www.Supplygov.ie, the Applicant's Supplier Identification number (www.Supplygov.ie number) should be clearly marked on all materials submitted.
- 3.6.6 No part of the Application will be returned to the Applicant.
- 3.6.7 It is the responsibility of each individual Applicant to ensure that its Application is delivered only to the address specified in 3.6.3 above by the noted deadline. Responsibility for proof of delivery to the correct location before the Closing Deadline rests with the Applicant.

3.7 Price

- 3.7.1 Applicants are required to complete the **Form of Tender** and return in hard copy format.
- 3.7.2 As part of the Form of Tender, Applicants must complete the **Pricing Schedule** included therein. The Pricing Schedule requires that Applicants provide all-inclusive hourly rates (excl VAT) for the provision of Electrical Services to Local Authorities as described hereunder -:
- 1) **Rate per Hour Excluding VAT.** (This rate is applicable for the first hour only)
 - 2) **Rate per Hour Excluding VAT** for the 2nd and subsequent hours
- 3.7.3 These rates will establish the **key rates** applying to this Framework.
- 3.7.4 The **key rates** tendered on the Form of Tender will -:
- 1) Apply for the initial 12 month period after the Framework Application Closing Deadline; and
 - 2) Represent the maximum prices/ceiling rates that may be proposed in response to a Mini-Competition for the Electrical Services (i.e. Service Providers who submit responses to a Mini-Competition may reduce the prices they submitted as part of their application for admittance to the Framework but may not exceed these prices).
- 3.7.5 Tender prices shall be in Euro (€) and all prices must be exclusive of VAT.

3.8 Reliance on the Capacities of other Entities

- 3.8.1 In order to demonstrate compliance with the requirements of this competition or any Mini-Competition Request for Tender, 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.
- 3.8.2 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.
- 3.8.3 Where an Applicant wants to rely on the capacities of other entities, it shall prove to the Framework Purchaser that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect.
- 3.8.4 If applicable, the provisions of this section 3.8 will be enforced at Mini-Competition stage, whereby Service Providers responding to Requests For Tender must provide the necessary details and proof required, as set out in the Declarations included with the tender documents.

3.9 Subcontracting

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

- 3.9.2 At mini competition contract 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.
- 3.9.3 When responding to a Mini-Competition Request for Tender, 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 subcontractors.
- 3.9.4 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.
- 3.9.5 If applicable, the provisions of this section 3.9 will be enforced at Mini Competition stage, whereby Service Providers responding to Requests for Tender must provide the necessary details and proof required, as set out in the Declarations included with the tender documents.

3.10 Consortium/Joint Venture

- 3.10.1 A consortium/joint venture will not be required to form a specific legal form in order to submit an Application, but may be required to do so prior to formal execution of the Framework Agreement. The LGOPC or Framework Purchaser may:
- contract with one economic operator who will act as the agreed prime contractor;
 - 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 contractor to whom the other members will be subcontractors; or
 - at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

3.11 European Single Procurement Document (ESPD)

- 3.11.1 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.
- 3.11.2 In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, LGOPC must accept an ESPD as preliminary evidence confirming that the Applicant fulfills the following conditions:-
- i) 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
 - ii) 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.
- 3.11.3 The information that Applicants must include in the ESPD is set out in the tender documents. 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.

3.12 No Collusion

- 3.12.1 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.

4.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

4.1 General

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

| No. | Stage | Action (For Office Use Only) |
|-----|--|--|
| 1 | <u>Compliance Check</u> | Examine completeness of all submissions received on time |
| 2 | <u>Suitability Assessment</u> Applicants must pass the specific requirements listed in this Instructions Document, associated Supplements & Appendices, including any additional requested information | Determine suitability of compliant Applicants |
| 3 | <u>Tender Award</u> Form of Tender (FOT) Applicants must submit, a fully completed, signed and dated Form of Tender (FOT) | Rank Tenders by Key Rate Prices supplied for first hour only |

4.2 Compliance Check (Stage 1)

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

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

4.3 Minimum Suitability Criteria (Stage 2)

4.3.1 **Lot 1 (Electrical Services without PSCS)** – Minimum Suitability Criteria

Applicants must include all of the information set out in the table below.

| <u>Minimum Suitability Criteria – Lot 1</u> | Weighting |
|--|------------------|
| <p><u>Registered Electrical Contractor with Safe Electric</u></p> <p>The Applicant <u>must</u> provide evidence that they are currently a <u>Registered Electrical Contractor</u> with an Electrical Safety Supervisory Body (Safe Electric) as appointed by the CER.</p> <p>The evidence shall be in the form of a copy of the current Safe Electric Registration Card issued by Safe Electric to the Applicant.</p> | Pass/Fail |
| Applicants must fully complete and submit all of the following declarations in the template forms provided. Template forms are included separately with the Tender Documents. These are as follows -: | |
| Service Provider Registration Details Form | Pass/Fail |
| Declaration A: Personal Situation Declaration Form | Pass/Fail |

| | |
|---|------------------|
| Declaration B2: Certificate Of Satisfactory Execution Of Services As Contractor <i>(2 No. contracts with a contract value in excess of €300 each)</i> <i>(1 No. contract with a contract value in excess of €3,000)</i> | Pass/Fail |
| Declaration C1: Health And Safety – Contractor Or PSCS Appointments, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) | Pass/Fail |
| Declaration C3: Health And Safety Compliance – Contractor, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) | Pass/Fail |
| Declaration D: Minimum Insurance Requirements | Pass/Fail |
| Declaration E: Technicians or Technical Bodies responsible for Quality Control | Pass/Fail |
| Declaration F: Compliance with General Specification | Pass/Fail |
| Declaration G: Conflict of Interests and Registrable Interest | Pass/Fail |
| Declaration H: Employee Requirements | Pass/Fail |
| Declaration I: Safe Pass Card Compliance Declaration | Pass/Fail |

4.3.2 Lot 2 (Electrical Services with PSCS) – Minimum Suitability Criteria

Applicants must include of the information set out in the table below.

| Minimum Suitability Criteria – Lot 2 | Weighting |
|---|------------------|
| <p>Registered Electrical Contractor with Safe Electric</p> <p>The Applicant <u>must</u> provide evidence that they are currently a <u>Registered Electrical Contractor</u> with an Electrical Safety Supervisory Body (Safe Electric) as appointed by the CER.</p> <p>The evidence shall be in the form of a copy of the current Safe Electric Registration Card issued by Safe Electric to the Applicant.</p> | Pass/Fail |
| Applicants must fully complete and submit all of the following declarations in the template forms provided. Template forms are included separately with the Tender Documents. These are as follows -: | |
| Service Provider Registration Details Form | Pass/Fail |
| Declaration A: Personal Situation Declaration Form | Pass/Fail |
| Declaration B3: Certificate Of Satisfactory Execution Of Services As Contractor and PSCS <i>(3 No. contracts with a contract value in excess €3,000 each)</i> | Pass/Fail |
| Declaration C1: Health And Safety – Contractor Or PSCS Appointments, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) | Pass/Fail |
| Declaration C3: Health And Safety Compliance – Contractor, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) | Pass/Fail |
| Declaration C4: Health and Safety compliance – Project Supervisor for the Construction Stage , or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) | Pass/Fail |
| Declaration D: Minimum Insurance Requirements | Pass/Fail |
| Declaration E: Technicians or Technical Bodies responsible for Quality Control | Pass/Fail |
| Declaration F: Compliance with General Specification | Pass/Fail |
| Declaration G: Conflict of Interests and Registrable Interest | Pass/Fail |
| Declaration H: Employee Requirements | Pass/Fail |

| | |
|--|------------------|
| Declaration I: Safe Pass Card Compliance Declaration | Pass/Fail |
| Declaration J: Minimum Educational & Professional Qualifications – Contractor and PSCS | Pass/Fail |

4.4 Tender Award (Stage 3)

- 4.4.1 The provisions in this section apply to **all Lots**.
- 4.4.2 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 :

| <i>Award Criteria</i> | <i>Weighting</i> | <i>Maximum Marks Available</i> |
|--|-------------------------|---------------------------------------|
| Most Economically Advantageous Tender: Price | 100% | 1,000 |

- 4.4.3 In order to secure a place on the Framework, Applicants will be assessed on price based on the **Rate per Hour for the first hour only** as submitted in the Form of Tender, 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:

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

- 4.4.4 For **Lot 1**, it is envisaged that the number of Applicants invited for admittance to the Framework will be up to **fifteen hundred (1,500)** of the highest ranking Applicants or such number as deemed appropriate by the LGOPC to meet the needs of the Framework Purchasers, whichever is the greater amount.
- 4.4.5 For **Lot 2**, it is envisaged that the number of Applicants invited for admittance to the Framework will be up to **twelve hundred (1,200)** of the highest ranking Applicants or such number as deemed appropriate by the LGOPC to meet the needs of the Framework Purchasers, whichever is the greater amount.

4.5 Minimum Standards in Support of Declarations in Section 4.3

- 4.5.1 Certain evidence must be available for inspection by the Framework Purchaser or the LGOPC, **if requested** in support of the Declarations submitted during the application process under Section 4.3 or at any time during the Contract Period. Service Providers **do not** have to supply this information unless requested to do so.
- 4.5.2 The evidence to be submitted in regard to the Declarations when/if requested is as set out separately in each Declaration included as part of this competition.

4.6 Communications and Clarifications (Post Tender)

- 4.6.1 It is mandatory that all Applicants provide an **email address** for receiving correspondence during the Evaluation Period and also for the Mini-Competitions. This e-mail address shall be included in Service Provider Registration Details Form included with the tender documents as a separate template form to be completed and returned as part of the application process.
- 4.6.2 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 shall not materially change any of the elements of the submitted Application.
- 4.6.3 If an Applicant fails to comply in any way with these Instructions, the LGOPC may (but is not obliged to) disqualify the Applicant concerned and reject its Application. Without prejudice to this right, the LGOPC 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.

4.7 Framework Agreement

- 4.7.1 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 Multiparty Framework Agreement for Electrical Services for Local Authorities - a copy can be viewed under the Contract Notice at www.etenders.gov.ie.
- 4.7.2 Note that separate Framework Agreements will apply for each Lot.
- 4.7.3 If an Applicant is successful in being appointed to a position on the Framework Agreement, they must register on www.supplygov.ie, if not already registered.
- 4.7.4 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. Schedule 2 of the Framework Agreement includes the terms and conditions for the award of Mini-Competition contracts under the Framework Agreement.
- 4.7.5 The appointment of the successful Applicants to the Framework Agreement does not constitute a commitment or guarantee from the LGOPC or any Framework Purchaser to enter into a contract with the Applicant and does not confer any exclusivity on the appointed Applicant. The LGOPC and Framework Purchasers reserve the right to carry out separate procurement processes for any works described in this competition from any contractor outside of the Framework Agreement, should they, at their sole discretion, consider it appropriate to do so.

4.8 Termination from the Framework

- 4.8.1 Applicants may be terminated from the Framework Agreement pursuant to the terms of the Framework Agreement.
- 4.8.2 The Framework Agreement may be terminated at any time, at the sole and absolute discretion of the LGOPC and the Contracting Authority.

4.9 Safety Statement

- 4.9.1 When requested, prior to the appointment to the Framework Agreement, successful Applicants must provide a current Safety Statement complying with Section 1.7 of the General Specification (Signed, Dated and Company Registrations Office Company Name referenced where applicable).
- 4.9.2 The requirements under Health and Safety legislation will only be evaluated by the relevant Framework Purchaser 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 included in Appendix 4 & 5 to this Instructions Document and to Schedule 2 attached to the Framework Agreements.

5.0 MINI-COMPETITIONS

5.1 Operation of Mini-Competitions

- 5.1.1 Services contracts awarded under the Framework Agreement will be awarded by way of Mini-Competition only.
- 5.1.2 All Mini-Competitions will be conducted through www.Supplygov.ie.
- 5.1.3 **ONLY SERVICE PROVIDERS APPOINTED TO THE FRAMEWORK WILL BE INVITED TO TENDER FOR MINI COMPETITIONS.**
- 5.1.4 The Contracting Authorities will issue Mini-Competition Requests for Tender to all those appointed to the Framework Agreement who have registered an interest in their particular local authority.
- 5.1.5 Contracting Authorities will issue Mini-Competition Requests for Tender for planned and unplanned works after the establishment of the Framework outlining the particulars of services and works required in their Local Authority area. In the case of Unplanned/Response Maintenance, the Request for Tender can be used to define works in terms of; geographical area, minimum response times, call out charge, particular works requirements, repair lists, specific health & safety requirements, duration of maintenance period etc.
- 5.1.6 Service Providers listed in the Framework Agreement may only submit one tender in response to a Mini-Competition Request for Tender.
- 5.1.7 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.
- 5.1.8 Service Providers who submit tenders in response to a Mini-Competition should note the provisions of paragraph 3.7.4 in regard to the **Key Rates** tendered at Framework application stage.

5.2 Mini-Competition Evaluation

- 5.2.1 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 **Schedule 2** of the Framework Agreement.
- 5.2.2 A copy of the Mini-Competition Award Criteria for each Lot is also attached to this Instructions Document at **Appendix 4** (Lot 1) and **5** (Lot 2).
- 5.2.3 Service Providers must pass all of the Mini-Competition Award Criteria prior to being evaluated on price. Service Providers failing any of the Mini-Competition Award Criteria will not proceed any further in the evaluation process.
- 5.2.4 For the avoidance of doubt, individual Contracting Authorities may award Framework Mini-Competition contracts on behalf of one or more Contracting Authorities.
- 5.2.5 Mini Competitions will be conducted in accordance with these Instructions, the provisions of the Mini-Competition Request for Tender and the Framework Agreement, as re-produced hereunder. Following an evaluation of the tenders, for each lot a Framework Purchaser may either :
- a) Award a Mini-Competition Contract to one Service Provider (the highest ranked Service Provider); or
 - b) 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.

6.0 GENERAL INFORMATION

6.1 Disclaimer

- 6.1.1 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 are 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 of the LGOPC (which may be withheld in its sole discretion).
- 6.1.2 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 the LGOPC 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.
- 6.1.3 The LGOPC are not bound by any anomalies, errors or omissions in these Instructions. Applicants shall immediately notify the LGOPC should they become aware of any ambiguity, discrepancy, error or omission in these Instructions, even if the date specified in paragraph 3.4.1 has passed. The LGOPC 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 the LGOPC's sole discretion form part of the Framework Agreement.
- 6.1.4 The LGOPC 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 email to Applicants.
- 6.1.5 Where Contracting Authorities request 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.
- 6.1.6 By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the LGOPC 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.
- 6.1.7 The LGOPC 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
- 6.1.8 In such circumstances, the LGOPC and its advisors shall not be liable to any persons as a result thereof. The LGOPC 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.

6.2 Tax Clearance

- 6.2.1 All payments under a Mini-Competition Contract will be conditional on the Applicant being tax compliant.
- 6.2.2 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.
- 6.2.3 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 Commissioners and verification by third parties, is 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).
- 6.2.4 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 Revenue Commissioners. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) applicants.
- 6.2.5 Applications in eTax Clearance will be processed in real time. Applicants who are tax compliant will receive a Tax Clearance Access Number. This Number along with the Applicant's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.
- 6.2.6 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 contractor, 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.

6.3 Employees

- 6.3.1 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.
- 6.3.2 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.

6.4 Language

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

6.5 Declarations

- 6.5.1 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, the LGOPC and/or Contracting Authorities 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 the LGOPC and/or Contracting Authorities at its own discretion and it may include all steps up to the complete exclusion from the Framework Agreement.

- 6.5.2 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 the LGOPC and/or Contracting Authorities or it is subsequently discovered that any declaration provided is false.

6.6 Applicable Law

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

6.7 Freedom of Information Acts

- 6.7.1 The LGOPC are subject to the Freedom of Information Act 2014 and acknowledges that information provided in response to these Instructions may be confidential or commercially sensitive.
- 6.7.2 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. The LGOPC 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.

6.8 Canvassing

- 6.8.1 Canvassing or any effort by an Applicant to influence any staff or agents of the LGOPC and/or Contracting Authorities 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 the LGOPC, Contracting Authorities or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 6.8.2 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.

6.9 Standstill

- 6.9.1 The LGOPC's decision on the outcome of the Framework application evaluation process will be communicated via email to Applicants. The LGOPC will observe a Standstill Period of fourteen (14) days minimum between the communication of the award decision to the Applicants and the formal conclusion of the Framework Agreement.
- 6.9.2 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.

6.10 Conflicts of Interest and Registrable Interest

- 6.10.1 Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in the LGOPC and/or Contracting Authorities 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. The LGOPC and/or Contracting Authorities reserves the right to raise conflict of interest issues with Applicants.

- 6.10.2 Where the LGOPC and/or Contracting Authorities 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.
- 6.10.3 Where the LGOPC and/or Contracting Authorities consider 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 the LGOPC and/or Contracting Authorities and the Applicant and the LGOPC and/or Contracting Authorities being fully satisfied that those safeguards have been put in place and will be complied with.
- 6.10.4 Where the LGOPC and/or Contracting Authorities considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, the LGOPC and/or Contracting Authorities shall exclude the Applicant.
- 6.10.5 Any registrable interest involving the Applicant and the LGOPC and/or Contracting Authorities or their relatives must be fully disclosed in the Application, or must be communicated to the LGOPC and/or Contracting Authorities 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.

6.11 Confidentiality

- 6.11.1 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.

6.12 Child Protection and Garda Clearance

- 6.12.1 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 the Framework Purchaser's child protection policy which will be included with the tender documents for the information of tenderers – if applicable.
- 6.12.2 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 – if applicable.

7.0 APPENDICES AND SCHEDULES

7.1 General

7.1.1 The following Appendices are attached to this Instructions Document.

Appendix 1: Indicative Timetable

Appendix 2: Glossary of Terms

Appendix 3: Contracting Authorities (Framework Purchasers)

Appendix 4: Mini-Competition Contract Evaluation & Award Criteria – Lot 1

Appendix 5: Mini-Competition Contract Evaluation & Award Criteria – Lot 2

7.1.2 The following Schedules are attached to the **Framework Agreement for Electrical Services for Local Authorities**.

Schedule 1: General Specification

Schedule 2: Mini-Competition Contract Evaluation & Award Criteria

Schedule 3: Framework Purchasers

Schedule 4: Sample Mini-Competition Contract

Schedule 5: Performance Evaluation Report

7.1.3 The **Form of Tender** to be completed and included with the Application to be submitted is attached separately.

7.1.4 The **Forms** to be completed and included with the Application to be submitted are attached separately with the tender documents.

APPENDIX 1 – INDICATIVE TIMETABLE

| Procedure to set up Framework | Date* |
|---|--------------------------------------|
| | |
| Date of Issue of Instructions to Applicants | 9th January 2017 |
| Deadline for receipt of Queries | 7th February 2017 |
| Date for Receipt of Application to join Framework (Closing Deadline) | 17th February 2017 |
| | |
| Appointment to the Framework | Quarter 2, 2017 |
| | |

* The LGOPC reserves the right to change these dates at its absolute discretion

APPENDIX 2 – GLOSSARY OF TERMS

Unless the context otherwise requires, capitalised 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 & time for submission of Applications for admittance to the Framework Agreement |
| Contracting Authority | means an individual local authority as listed in Appendix 3 |
| ESPD | means the European Single Procurement Document |
| Evaluation Period | means the period during which the LGOPC 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 |
| Instructions | 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 Framework Purchasers 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 document set out in Schedule 1 to the Framework Agreement |
| Ceiling Rates or Key Rates | 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. This applies to the first 12 months after the Framework Application Closing Deadline only. |
| 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 |
| www.supplygov.ie | The website formerly known as www.LAQuotes.ie . All Mini-Competitions will be administered through this portal. |

APPENDIX 3 – CONTRACTING AUTHORITIES (FRAMEWORK PURCHASERS)

The Framework Purchasers are as follows -:

| Ref | Contracting Authorities (Framework Purchasers) |
|------------|---|
| 1 | Cavan County Council |
| 2 | Carlow County Council |
| 3 | Clare County Council |
| 4 | Cork City Council |
| 5 | Donegal County Council |
| 6 | Fingal County Council |
| 7 | Galway City Council |
| 8 | Galway County Council |
| 9 | Kerry County Council |
| 10 | Kildare County Council |
| 11 | Kilkenny County Council |
| 12 | Laois County Council |
| 13 | Leitrim County Council |
| 14 | Limerick City and County Council |
| 15 | Longford County Council |
| 16 | Louth County Council |
| 17 | Mayo County Council |
| 18 | Meath County Council |
| 19 | Monaghan County Council |
| 20 | Offaly County Council |
| 21 | Roscommon County Council |
| 22 | Sligo County Council |
| 23 | Tipperary County Council |
| 24 | Waterford City and County Council |
| 25 | Wexford County Council |
| 26 | Wicklow County Council |
| | |

APPENDIX 4 – MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA – Lot 1

1.1 Contract Evaluation Criteria

- 1.1.1 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 of the criteria listed may apply to every Mini-Competition Request for Tender.
- 1.1.2 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 in part 1.2 below.

| Contract Evaluation Criteria | | Weighting |
|-------------------------------------|--|------------------|
| 1 | <p>Compliance with Site specific Requirements</p> <p>Submit confirmation in writing confirming compliance with the requirements of the General Specification set out in Schedule 1 to the Framework Agreement and as more specifically set out in the particular Electrical Services requirements of the Mini Competition.</p> | Pass/Fail |
| 2 | <p>Proposed Resources Availability</p> <p>Submit confirmation in writing that the Service Provider has sufficient resources and availability to provide the requested electrical services within the specified timeframes, respecting the nominated start and finish dates outlined in the Request for Tender documents.</p> <p>In doing so, Service Providers will be asked to clearly identify the names of the resources that the Service Provider intends to allocate to the Mini-competition contract.</p> | Pass/Fail |
| 3 | <p>Health & Safety Competency of Project Team</p> <p>For each resource proposed in 2 above, details of the following must be entered on www.supplygov.ie under 'My Checklist' -:</p> <ul style="list-style-type: none"> ▪ Solas/Fás Safepass Card, or equivalent ▪ A valid CSCS card for any additional skill covered under the Construction Skills Certification Scheme required for the proposed Electrical Services as defined in the Request For Tender | Pass/Fail |
| 4 | <p>Professional Qualifications/Competency of the Project Team</p> <p>For each resource proposed in 2 above, details of the following must be provided:</p> <ul style="list-style-type: none"> ▪ Current Safe Electric registration number for all electricians proposed. (This may be cross referenced with Safe Electric) ▪ Any additional qualifications/training required for the proposed Electrical Services as defined in the Mini-Competition Request For Tender (e.g. Qualified Certifier) | Pass/Fail |
| 5 | <p>Safety Statement (Code of Practice for 3 or Less Employees)</p> <p>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 & Welfare at Work Act 2005 and enforcing Regulations.</p> | Pass/Fail |

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

1.2 Mini-Competition Contract Award Criteria

1.2.1 The Service Provider that achieves the highest ranking score by reference to the criteria below will be awarded the Mini-Competition Contract, subject to clause 1.2.11 below.

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

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

- Provision of Electrical Services
- Green Procurement
- Response Time (to account for costs related to fuel, travel time, etc.)
- Additional Resources

The Price component(s) will be specified by the Contracting Authority at Mini Competition Request for Tender stage.

1.2.3 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**).

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

1.2.5 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, i.e.

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

1.2.6 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.

1.2.7 The electrical services will be carried out in accordance with the Mini Competition Contract, a sample of which is attached as Schedule 4 to the *Framework Agreement for Electrical Services for Local Authorities Lot 1*.

1.2.8 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.

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

- a) Ask the equally ranked Service Providers to resubmit prices and continue this process until there is a winner, or
- b) To divide the works between the equally ranked Service Providers, or
- c) To re-tender the works

- 1.2.10 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.
- 1.2.11 Mini Competitions will be conducted in accordance with these Instructions, the provisions of the Mini-Competition Request for Tender and the Framework Agreement, as re-produced hereunder. Following an evaluation of the tenders, for each lot a Framework Purchaser may either :
- a) Award a Mini-Competition Contract to one Service Provider (the highest ranked Service Provider); or
 - b) 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.

1.3 Information to be provided by the preferred Tenderer prior to Contract Award

- 1.3.1 In addition to the information to be provided when submitting a tender in response to a Request for Tender (as outlined in part 1.1 above), the preferred Tenderer must provide to the Contracting Authority for their review and approval, prior to formal award of contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Contracting Authority:
- Satisfactory evidence of insurance submitted online by the Insurance Broker/Company
 - Site Specific Risk Assessment
 - Site Specific Method Statement

APPENDIX 5 – MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA – Lot 2

2.1 Contract Evaluation Criteria

- 2.1.1 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 of the criteria listed may apply to every Mini-Competition Request for Tender.
- 2.1.2 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 in part 2.2 below.

| Contract Evaluation Criteria | | Weighting |
|-------------------------------------|--|------------------|
| 1 | <p>Compliance with Site specific Requirements</p> <p>Submit confirmation in writing confirming compliance with the requirements of the General Specification set out in Schedule 1 to the Framework Agreement and as more specifically set out in the particular Electrical Services requirements of the Mini Competition.</p> | Pass/Fail |
| 2 | <p>Proposed Resources Availability</p> <p>Submit confirmation in writing that the Service Provider has sufficient resources and availability to provide the requested electrical services within the specified timeframes, respecting the nominated start and finish dates outlined in the Request for Tender documents.</p> <p>In doing so, Service Providers will be asked to clearly identify the names of the resources that the Service Provider intends to allocate to the Mini-Competition Contract.</p> | Pass/Fail |
| 3 | <p>Health & Safety Competency of Project Team</p> <p>For each resource proposed in 2 above, details of the following must be entered on www.supplygov.ie under 'My Checklist' -:</p> <ul style="list-style-type: none"> ▪ Solas/Fás Safepass Card, or equivalent ▪ A valid CSCS card for any additional skill covered under the Construction Skills Certification Scheme required for the proposed Electrical Services as defined in this Request For Tender | Pass/Fail |
| 4 | <p><u>Professional Qualifications/Competency of the Project Team</u></p> <p>For each resource proposed in 2 above, details of the following must be provided:</p> <ul style="list-style-type: none"> ▪ Current Safe Electric registration number for all electricians proposed. (This may be cross referenced with Safe Electric) ▪ Any additional qualifications/training required for the proposed Electrical Services as defined in the Mini-Competition Request For Tender (e.g. Qualified Certifier) | Pass/Fail |
| 5 | <p>Safety Statement (Code of Practice for 3 or Less Employees)</p> <p>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 & Welfare at Work Act 2005 and enforcing Regulations.</p> | Pass/Fail |
| 6a | <p>Suitability Assessment for Appointment as Project Supervisor for the Construction Stage (PSCS) for Project</p> <p>A detailed questionnaire will be included in the Request for Tender for the purpose</p> | Pass/Fail |

| | | |
|-----------|---|------------------|
| | <p>of assessing compliance with this criterion.</p> <p>Service Providers will also be required to describe in detail how they intend to deliver the required services. Service Providers shall have regard to the particular characteristics of the Mini-Competition contract including the site specific constraints in relation to working times, allowable project duration, access, particular health and safety considerations published with each Mini-Competition Contract.</p> | |
| 6b | <p>Duties of Contractor as PSCS</p> <p>Confirmation in writing that the Service Provider has examined the preliminary Safety & Health Plan issued with the Request for Tender, and agrees prior to the award of the Contract, to -:</p> <ul style="list-style-type: none"> i) be appointed in writing as PSCS for the services/works ii) develop the preliminary Safety & Health Plan provided into the Construction Stage Safety & Health Plan for the services/works that shall demonstrate an effective means of ensuring the implementation of the plan by the PSCS iii) comply with his/her obligations in regard to notifying the Health & Safety Authority iv) confirm identity of the competent person carrying out the role of PSCS | Pass/Fail |

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

2.2 Mini-Competition Contract Award Criteria

2.2.1 The Service Provider that achieves the highest ranking score by reference to the criteria below will be awarded the Mini-Competition Contract, subject to clause 2.2.11 below.

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

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

- Provision of Electrical Services
- Green Procurement
- Response Time (to account for costs related to fuel, travel time, etc.)
- Additional Resources

The Price component(s) will be specified by the Contracting Authority at Mini Competition Request for Tender stage.

2.2.3 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**).

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

2.2.5 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, i.e.

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

- 2.2.6 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.
- 2.2.7 The electrical services will be carried out in accordance with the Mini Competition Contract, a sample of which is attached as Schedule 4 to the *Framework Agreement for Electrical Services for Local Authorities Lot 2*.
- 2.2.8 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.
- 2.2.9 Where, after a competition, two or more Service Providers are level on marks the Contracting Authority reserves the right to either;
- a) Ask the equally ranked Service Providers to resubmit prices and continue this process until there is a winner, or
 - b) To divide the works between the equally ranked Service Providers, or
 - c) To re-tender the works
- 2.2.10 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.
- 2.2.11 Mini Competitions will be conducted in accordance with these Instructions, the provisions of the Mini-Competition Request for Tender and the Framework Agreement, as re-produced hereunder. Following an evaluation of the tenders, for each lot a Framework Purchaser may either :
- a) Award a Mini-Competition Contract to one Service Provider (the highest ranked Service Provider); or
 - b) 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.

2.3 Information to be provided by the preferred Tenderer prior to Contract Award

- 2.3.1 In addition to the information to be provided when submitting a tender in response to a Request for Tender (as outlined in part 2.1 above), the preferred Tenderer must provide to the Contracting Authority for their review and approval, prior to formal award of contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Contracting Authority:
- Satisfactory evidence of insurance submitted online by the Insurance Broker/Company
 - Site Specific Risk Assessment
 - Site Specific Method Statement
 - Construction Stage Safety & Health Plan for the services/works
 - Confirm acceptance of the PSCS role in writing