

INSTRUCTIONS DOCUMENT

FOR

REQUEST FOR APPLICATIONS

FOR

APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT

FOR

SUPPLY ONLY OF READY MIX CONCRETE TO LOCAL AUTHORITIES 2016 - 2018

APPLICATION REFERENCE NUMBER:	READY MIX CONCRETE SUPPLY ONLY 2016 – 2018
CLOSING DAY:	Wednesday
CLOSING DATE:	23rd March 2016
CLOSING TIME:	15:00
DATE ISSUED:	10th February 2016

Please Return Applications in Hard Copy to :

Application Ref: "Ready Mix Concrete Supply Only 2016 - 2018"
SEO Corporate Services
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry

Rev.	Status	Author(s)	Reviewed By	Approved By	Issue Date
1	Local authorities final review	LM	TG, CC	TG	14/01/2016
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TENDER SUBMISSIONS LIST

Please ensure that all of the following listed documents are completed and included as part of the submitted applications as per the details set out below before the Closing Deadline. **Failure to provide any of the required documents, in the correct format, may result in the failure of your application.**

Please note, the below list has been prepared as assistance only to the applicant and is provided for guidance purposes only. The LGOPC will not accept any responsibility for omissions from this list. Applicants are advised to read all of this document including the Appendices and Schedules in full in order to provide a comprehensive response.

Name of Applicant: _____

Document Name	<i>To be submitted in hardcopy to Corporate Services Kerry County Council</i>
Form of Tender and Pricing Schedule must be submitted in the form attached at Schedule 3 of these instructions.	Yes
Suppliers Nomination Schedule – Contracting Authorities Schedule must be submitted in the form attached at Schedule 4 of these instructions.	Yes
Declaration No. 1 regarding Employees and Subcontracting (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 2 - Suppliers must complete the declaration that they have satisfactory experience and have successfully supplied a minimum of 750 m ³ of Ready Mix Concrete during calendar year 2015 (to be completed on headed paper), must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 3 that the Applicant can meet the requirements for Insurances (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 4 that the Applicant can meet the requirements for Health and Safety Legislation (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 5 that the Applicant can meet the requirements for Safepass/CPC (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 6 that the Applicant can meet the requirements for Tax Compliance, Pensions and Pay Rates (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 7 that the Applicant can meet the requirements for verifying No Conflicts of Interest (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 8 that the Applicant can meet the requirements of the Construction Product Regulations (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 9 that the Applicant can meet the requirements for Quarry Compliance (to be completed on headed paper) must be submitted in the form attached at Schedule 5 of these instructions.	Yes
Declaration No. 10: PSDF in the format as set out in Appendix A. Must be submitted in the form attached at Schedule 5 of these instructions.	Yes

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1.0 INTRODUCTION

1.1 General

- 1.1.1 The Local Government Operational Procurement Centre (the LGOPC) acting as a Central Purchasing Body (CPB) under the auspices of Kerry County Council is coordinating the establishment of a framework of suppliers on behalf of the contracting authorities listed in **Appendix 1** (the "**Framework Purchasers**").
- 1.1.2 The purpose of this competition is to establish a multi-party framework agreement for the supply only of Ready Mix Concrete to the Framework Purchasers (the "**Framework Agreement**"). This competition does not account for costs and charges associated with part loads, distances from batching plants, conveyor belt deliveries, standing time, additives, aggregate sizes, availability of concrete, and disposal of excess material. Framework Purchasers will account for these requirements at Mini-competition stage, as applicable.
- 1.1.3 It is anticipated that the Framework Agreement will commence in May 2016 and that the term of the Framework Agreement will be for **24 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 suppliers who wish to be included on this Framework Agreement ("**Applications**").
- 1.1.5 The Framework welcomes initiatives by Suppliers that promote the implementation of Green Public Procurement (GPP). Framework Purchasers will have the opportunity, as desired, to request tenders for low carbon concrete and other environmentally friendly products at Mini-Competition stage.
- 1.1.6 The suppliers that are admitted to the Framework Agreement (the "**Suppliers**") will be invited to participate in mini-competitions by the Framework Purchasers for the provision of Ready Mix Concrete supplies described herein ("**Mini-Competitions**"). Other than as strictly provided for in the Public Procurement Regulations (SI 329 of 2006), the Framework Agreement will only be concluded when the number of Suppliers admitted to the Framework is not less than 3.
- 1.1.7 Contracts awarded under the Framework Agreement ("**Mini-Competition Contracts**") will be awarded on the basis of price only. Details are set out hereunder in part 4.0 of this Instructions Document.
- 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 have the option of nominating which Framework Purchasers they wish to be considered for by completing the table included at **Schedule 4**. Applicants must complete this table at Schedule 4. Framework Purchasers will then, as needs arise, issue a Request for Tender through Mini-Competitions to all those Suppliers appointed to the Framework Agreement who have registered their an interest in their particular location.
- 1.1.10 Applicants attention is drawn to the fact that they must fully comply with or fully disclose all required information included under paragraph **5.14** - "Conflicts of Interest and Registrable Interest" of this document.
- 1.1.11 **Appendix 4** 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 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, S.I. No. 329 of 2006.
- 2.1.2 The total value of Mini-Competition Contracts that will be awarded pursuant to this Framework will 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 **10th February 2016**.
- 2.1.3 Applications for admittance to the Framework will be assessed in accordance with the Framework Evaluation Criteria set out in Part 3.0 hereafter. 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 *Multi-party Framework Agreement for Ready Mix Concrete Supply Only 2016 – 2018* :- a copy of which can be viewed at www.etenders.gov.ie.
- 2.1.4 The Framework Purchasers will issue a Request for Tender through Mini-Competitions to all those appointed to the Framework Agreement who have registered an interest in their particular location.
- 2.1.5 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.

2.2 Applications to the Framework and Duration of the Framework

- 2.2.1 The LGOPC expect to set up the Framework Agreement for a period of **24 months** in accordance with the indicative timetable set out in **Appendix 2** but reserves the right to extend the term of this Framework for two further 12 month periods, on the same terms and conditions, subject to the LGOPC's obligations at law.
- 2.2.2 Applicants should study the contents of this Instructions Document carefully, including the information and documents contained in the Appendices and Schedules and complete all of the requirements set out therein. Failure to provide all the requested information may result in your Application being deemed non-compliant and the Application may be rejected. Applicants attention is drawn to paragraphs 2.3 to 2.5 in particular.
- 2.2.3 The LGOPC's detailed requirements in relation to this competition are set out in the General Specification Document included at **Schedule 1**.
- 2.2.4 The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.
- 2.2.5 If the Applicant alters or edits these Instructions, that Applicant's Application may be deemed non-compliant and may be rejected.
- 2.2.6 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.

2.3 Submission of Applications

- 2.3.1 Applicants are required to complete and submit all information prior to the Closing Deadline as requested in the "Tender Submissions List" on page 3 of this document.
- 2.3.2 Applications must be **submitted in hardcopy and delivered no later than 15:00hrs Irish Time on Wednesday, 23rd March 2016** ("the Closing Deadline").
- 2.3.3 Please return the signed original of all documents requested.
- 2.3.4 The Application must be parceled, securely sealed, **labeled** and delivered to the following address:
Application Ref: "Ready Mix Concrete Supply Only 2016 - 2018"
SEO Corporate Services
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry
- 2.3.5 Submitted parcels shall be labeled only as indicated above and shall be free from any identifying company markings.
- 2.3.6 No part of the Application will be returned to Applicants.
- 2.3.7 It is the responsibility of each individual Applicant to ensure that its Application is delivered to Kerry County Council by the noted deadline. Responsibility for proof of delivery to the correct location before the Closing Deadline rests with the Applicant.

2.4 Format of Submissions

- 2.4.1 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.
- 2.4.2 Where the Applicant is already registered on www.supplgov.ie, his Supplier Identification (Supplygov No.) should be clearly marked on all materials submitted.

2.5 Price

- 2.5.1 Applicants are required to complete the Form of Tender and Pricing Schedule at **Schedule 3** and return in **hard copy** format as directed.
- 2.5.2 Tender prices shall be in Euro (€) and all prices must be **exclusive** of VAT.
- 2.5.3 **Product Prices**
- 2.5.3.1 Product Prices tendered on the Form of Tender and Pricing Schedule will -:
- (i) apply for the duration of the Framework of 24 months;
 - (ii) be used for the purpose of the Framework Evaluation process as set out in section 3.1.3 of these Instructions, and
 - (iii) represent the maximum prices that may be proposed in response to a Mini-Competition (i.e. Suppliers who submit responses to a Mini-Competition may reduce the prices they submitted in response to this Instructions Document but may not exceed these prices)

- 2.5.3.2 Applicants should note that any currency variations occurring over the term of any Mini-Competition Contract shall be borne by the Supplier.
- 2.5.3.3 Where an Applicant prices both the standard and alternative in-situ concrete in the Form of Tender, the price for the standard product only will be used for the purpose of the Framework Evaluation process as set out in section 3.1.3 of these Instructions.
- 2.5.3.4 In the instance where an Applicant only supplies the alternative product “low carbon concrete”, then the price for the alternative product will be used for the purpose of Framework Evaluation as set out in section 3.1.3 of these instructions.
- 2.5.3.5 Applicants that do not submit a price for the alternative product in the Form of Tender but who expect to be able to tender for such alternative environmentally friendly concrete at Mini-Competition stage, will be restricted to the ceiling rate established by the price submitted for the standard in-situ concrete product.
- 2.5.3.6 Similarly, applicants that do not submit a price for the standard product in the Form of Tender but who expect to be able to tender for the supply of standard in-situ concrete at Mini-Competition stage, will be restricted to the ceiling rate established by the price submitted for the alternative “low carbon concrete” product.

2.5.4 **Delivery Rate**

Applicants are required to submit a delivery rate price per kilometre for delivery of ready mix concrete. This rate will establish the maximum unit cost that may be proposed at Mini-Competition stage for the delivery per kilometre of the ready mix concrete (i.e. Suppliers who submit responses to a Mini-Competition may reduce the delivery rate submitted in response to this Instructions Document but may not exceed these rates.) This delivery rate per kilometre will apply for the duration of the Framework of 24 months.

This delivery rate will **not** form part of the Framework Evaluation process.

2.6 Termination from the Framework

- 2.6.1 A Supplier may be terminated from the Framework Agreement pursuant to the terms of the Framework Agreement.
- 2.6.2 The Framework Agreement may be terminated at any time at the sole and absolute discretion of the LGOPC.

2.7 Communications and Clarifications

- 2.7.1 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 can be provided in **Schedule 3: Form of Tender and Pricing Schedule**.
- 2.7.2 Any and all queries from Applicants in relation to the requirements of this Instructions Document shall be submitted **online only** through www.etenders.gov.ie **no later than Sunday, 13th March 2016 which is 10 days** prior to the deadline for the receipt of Applications.
- 2.7.3 The LGOPC will endeavour to respond to all reasonable queries received without delay but, in any case, **no later than Wednesday, 17th March 2016 which is 6 days** prior to the deadline for the receipt of Applications, but does not undertake to respond to all queries received.
- 2.7.4 Subject to Paragraph 2.7.5, the query and the LGOPC’s response will, where appropriate, be communicated to all Applicants, without disclosing the name of the Applicant who initiated the query.
- 2.7.5 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.

- 2.7.6 During the Evaluation Period, clarification of submitted content may be sought via e-mail from Applicants. Response to requests for clarification may not materially change any of the elements of the submitted Application.
- 2.7.7 Where the LGOPC requests clarification or further information on any matters relating to the Application or supporting documentation, such information shall be submitted no later than the date specified in the request.
- 2.7.8 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. Where an Applicant does not fully understand the requirements, the query should be submitted on www.etenders.gov.ie, pursuant to paragraph 2.7.2 above.
- 2.7.9 If an Applicant fails to comply in any way with these Instructions, the LGOPC may (but is not obliged to) disqualify the Applicants 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.

2.8 No Collusion

- 2.8.1 By submission of an Application, the Applicants 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.

3.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

3.1 General

- 3.1.1 Applications for admittance to the Framework will be checked to ensure that :
- they are complete and include all information required
 - they comply with the requirements of these Instructions by submitting the required information in **hard copy** by the Closing Deadline
- 3.1.2 In the first instance, Applicants suitability will be assessed in accordance with the Minimum Suitability Criteria set out hereunder.
- Note:** If an Applicant submits Declarations that are later discovered to be false, the Supplier will be immediately eliminated from the Framework Agreement.

Minimum Suitability Criteria applying for admittance to the Framework	Weighting
<p>Relevant Experience</p> <p>Applicants must complete Declaration No. 2 that they have satisfactory experience and have successfully supplied a minimum of 750 m³ of Ready Mix Concrete during calendar year 2015. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	Pass/Fail
<p>Insurance</p> <p>Applicants must complete Declaration No. 3 that they will have in place the insurance levels listed below and as set out in full in the Specification prior to commencing any Mini-Competition Contract. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p> <ul style="list-style-type: none"> ▪ Employers Liability (€13,000,000) ▪ Public Liability (€6,500,000) ▪ Product Liability (€6,500,000) 	Pass/Fail
<p>Health & Safety</p> <p>Applicants must complete Declaration No. 4 that they are complying with all relevant Health & Safety Legislation. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p> <p>Successful Suppliers invited for admittance to the Framework, shall at the time of signing the Framework Agreement, submit a copy of their current Safety Statement or HSA Code of Practice (Appendix E) that complies with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation.</p> <p><i>Applicants should note that compliance with the requirements under Health and Safety legislation will only be evaluated at Mini-Competition Stage when the Supplier is being considered for award of a Mini-Competition Contract.</i></p> <p>Applicants are referred to the Specification as set out in Schedule 1.</p>	Pass/Fail
<p>Safe Pass Card / CPC</p> <p>Applicants are required to complete Declaration No. 5 that all relevant employees engaged in an activity that requires the following competencies will obtain the relevant certification as listed below. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p> <p><i>1. Safepass (or equivalent) – required for certain activities</i></p> <p>Part 1, Section 4 of the Safety Health and Welfare at Work (Construction) Regulations 2006 provides details on the categories of workers that recognise a Safety Awareness Registration Card this must comply with the provisions of the Safety, Health, and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations, and the Safety, Health and Welfare at Work (Construction) Regulations</p>	Pass/Fail

<p>2006 as appropriate.</p> <p>Schedule 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides for the recognition of equivalent safety awareness schemes approved by Solas.</p> <p><i>2. CPC - required for all drivers</i></p> <p>CPC is a legal requirement that all professional drivers of <u>C1, C1E, C and CE vehicles (trucks) and D1, D1E, D and DE vehicles</u> must comply with. Professional Drivers must possess a Driver CPC qualifications Card for the appropriate license category and be CPC compliant. The legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as <u>SI No 359</u>.</p>	
<p><i>Tax Compliance – current Tax Clearance Certificate / e-Tax Clearance Certificate</i></p> <p>Applicants are required to complete Declaration No. 6 that they are fully tax compliant and hold a current tax clearance certificate, or that they have obtained an e-Tax clearance certificate after 07/12/2015. E-Tax changes are in line with the legislative provisions of Section 95 of the Finance Act 2014. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	Pass/Fail
<p><i>Pensions and Pay Rates</i></p> <p>Applicants are required to complete Declaration No. 6 that they have offered a Personal Retirement Savings Account (PRSA) to employees and that they comply with all statutory requirements in relation to PAYE, PRSI, etc. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	Pass/Fail
<p><i>Conflicts of Interest</i></p> <p>Applicants are required to complete Declaration No. 7 that there are no existing conflicts of interest. The Declaration must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	Pass/Fail
<p><i>Construction Product Regulations.</i></p> <p>Applicants are required to complete Declaration No. 8 that;</p> <ul style="list-style-type: none"> ▪ they confirm and acknowledge that they will be fully liable for all products supplied by them through the course of any Mini-Competition Contract ▪ all construction products associated with harmonised Standards will be CE marked and have a Declaration of Performance ▪ the Applicant by submitting a Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance ▪ together with the technical specification, the Declaration of Performance will give all the information to the Framework Purchaser needed to assess whether the product(s) meets the essential characteristics in accordance with the applicable harmonised technical specifications ▪ the CE mark shall be followed by the two last digits of the year in which it was first affixed, the name and the registered address of the manufacturer, or the identifying mark allowing identification of the name and address of the manufacturer easily and without any ambiguity ▪ certification of an organisation's Factory Production Control system by a notified body will be available if so required under the regulations and if requested <p>Declaration No. 8 must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	Pass/Fail
<p><i>Quarry Compliance</i></p> <p>Applicants are required to complete Declaration No. 9 that their quarry source is compliant with the relevant provisions of:</p> <ul style="list-style-type: none"> ▪ SI No. 566 of 2009, The Waste Management (Management of Waste from the Extractive Industries) Regulations 2009; and ▪ Section 261 of the Planning and Development Acts, 2000 to 2011 and/or have 	Pass/Fail

<p>planning permission pursuant to the above Acts (as may be amended), and</p> <ul style="list-style-type: none"> that all statutorily required permits as may be necessary for each quarry source facility nominated (for example discharge licence under Section 4 of the Water Pollution Acts 1977 - 1990) are in place and current. <p>In Declaration No. 9, Applicants are required to complete the Schedule of Quarry Sources which are located within their nominated local authority areas that they intend using when sourcing materials for Mini-Competition Contracts.</p> <p>Declaration No. 9 must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p> <p><i>Applicants should note that following establishment of the Framework of Suppliers for each Local Authority, compliance with the requirements under Quarry Compliance will be checked by each relevant Local Authority having jurisdiction over the quarry sources identified in the declaration. Suppliers found to be Non-Compliant for <u>any</u> source will be immediately removed from the Framework for <u>all</u> Local Authorities.</i></p>	
<p>Personal Situation Declaration Form (PSDF)</p> <p>Declaration No. 10 must be submitted in hard copy in the form attached at Schedule 5 of these instructions.</p>	<p>Pass/Fail</p>

3.1.3 All Applicants that meet the Minimum Suitability Criteria will be further assessed and ranked in terms of the following Award Criteria established for admittance to the Framework.

Framework Award Criteria (Price Only)		Weighting
<p>Price (1,000 Marks)</p> <p>Price <u>ex works</u> (excluding delivery charges and all other costs as identified previously in paragraph 1.1.2) will be assessed by a comparative cost analysis for the prices (ex. VAT) submitted in the Form of Tender & Pricing Schedule for the following products -:</p>		
i)	Standard Product - Supply of 1m³ In-situ concrete; in accordance with IS EN 206-1; grade C25/30 (30N)	100% (1,000 Marks)
	And/or	or
ii)	Alternative Product - Supply of 1m³ low carbon In-situ concrete; in accordance with IS EN 206-1; cement combination comprising 30% GGBS and 70% CEM II/A to be used grade C25/30 (30N)	100% (1,000 Marks)
Total		100%

Where an applicant prices both the standard and alternative in-situ concrete products in the Form of Tender, the price for the standard product only will be used for the purpose of the Framework Evaluation process.

In the instance where an Applicant only supplies the alternative product "low carbon concrete", or equivalent, then the price for this alternative product will be used for the purpose of the Framework Evaluation.

Award marks (1,000) will be allocated to the Applicant that submits the lowest priced product as per the above weighting.

All other prices tendered by Applicants will receive a pro rata mark based on the difference between that tendered price and that of the lowest price, expressed as a percentage of the lowest price, i.e.

$$\frac{\text{Lowest Tendered Price}}{\text{Tender Price being evaluated}} \times \text{Available Marks For Price}$$

The Applicant with the highest overall mark will be ranked No. 1 on the framework, with the next highest cumulative mark ranked No. 2, etc.

- 3.1.4 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 *Multi-party Framework Agreement for Ready Mix Concrete Supply Only 2016 – 2018*.
- 3.1.5 A maximum of up to **180** of the highest ranked Applicants as scored by the application of the award criterion above will be appointed to the Framework Agreement.
- 3.1.6 **If an Applicant is successful in being appointed to a position on the Framework Agreement, they must register on www.supplygov.ie, if they are not already registered.**
- 3.1.7 No amendments to the Framework Agreement 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. The Framework Agreement includes the terms and conditions of any Mini-Competition Contract as may be awarded under the Framework Agreement.
- 3.1.8 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 purchase supplies or services from the Applicant and does not confer any exclusivity on the appointed Supplier. The LGOPC and Framework Purchasers reserve the right to carry out separate procurement processes for any supplies or services described in this competition from any supplier outside of the Framework Agreement, should they, at their sole discretion, consider it appropriate to do so.
- 3.1.9 Suppliers appointed to the Framework Agreement will be required to comply with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation, including but not limited to Safety, Health and Welfare at Work (General Application) Regulations 2007, and Safety, Health and Welfare at Work (Construction) Regulations 2013.

4.0 OPERATION OF MINI-COMPETITIONS

4.1 General

- 4.1.1 Mini-Competition Contracts awarded under the Framework Agreement will be awarded by way of Mini-Competition only.
- 4.1.2 All Mini-Competitions will be conducted through www.Supplygov.ie.
- 4.1.3 **ONLY SUPPLIERS INCLUDED ON THE FRAMEWORK WILL BE INVITED TO TENDER FOR MINI COMPETITIONS.**
- 4.1.4 The relevant Framework Purchaser shall issue the Mini-Competition to all Suppliers appointed to the Framework via the www.Supplygov.ie (formerly www.LAQuotes.ie) system.
- 4.1.5 Suppliers listed on the Framework may only submit one tender in response to a Request for Tender (RFT) through Mini-Competitions. The tender may include prices for suitable alternative ready mix concrete to that specified in the RFT.
- 4.1.6 Suppliers shall comply with any procedures, processes, time limits, instructions or other requirements as issued by the relevant Framework Purchaser in relation to the Mini-Competition and shall bear any and all costs associated therewith. Suppliers shall be required to meet the requirements as published for each Mini-Competition Contracts and to complete or submit all other information as requested prior to the award of any Mini-Competition Contracts.
- 4.1.7 The quantities of materials to be purchased by Framework Suppliers may increase or decrease from that outlined in any given Mini-Competition.
- 4.1.8 Suppliers who submit tenders in response to a Mini-Competition should note the requirements of section 2.5.3 in regard to the prices tendered under this competition to secure a place on the Framework Agreement.
- 4.1.9 **Mini-Competition Evaluation**
- (i) Tenders submitted in response to a Mini-Competition will be evaluated on the basis of **Price Only** as explained further below.
 - (ii) However, prior to evaluating any Mini Tender, the Framework Suppliers must satisfy the following pre-conditions to this evaluation -:
 - a) The Health & Safety declaration submitted at Framework stage will be checked by reviewing the company's Safety Statement or equivalent document and that of it's proposed subcontractor(s), if applicable, to ensure that it -:
 - describes the measures, procedures, systems, roles and responsibilities used by the Supplier to manage the safety of its staff, clients and the general public in its premises and outside its premises; and
 - demonstrates compliance with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation, including but not limited to Safety, Health and Welfare at Work (General Application) Regulations 2007, and Safety, Health and Welfare at Work (Construction) Regulations 2013
 - b) The Supplier can unambiguously demonstrate that they can complete the Supply as per the Mini-Competition documentation and within the required programme, respecting the nominated start and finish date and times (if applicable outside normal working hours) as set out in the Mini-Competition documents.
 - (iii) The assessments to ensure compliance with the above pre-conditions shall be carried out on a **Pass/Fail** basis and any Framework Supplier that fails to achieve a Pass rating may be excluded from further consideration in the Mini Competition.

Mini-Competition Award Criteria (Price Only)		Weighting
Price (1,000 Marks) (100%)		
Prices will be assessed based on the <u>sum</u> of the prices (ex. VAT) submitted for the required Ready Mix Products as follows:		
1a	The Supply of [XX] m ³ of [Ready Mix Concrete], expressed as <u>Total Cost</u> for the required quantities of all products specified	100% (1,000 Marks)
1b	The Delivery to Location(s) specified by the Contracting Authority, expressed as the <u>Total Cost</u> for delivery of the specified quantities to these locations	
1c	Additional requirements specified by the Framework Purchaser which may give rise to charges associated with part loads, distance from batching plant, conveyor belt deliveries, standing time, additives, aggregate sizes, availability of concrete, and disposal of excess material.	
Total		100%

4.1.10 **Contract Award**

- (i) The lowest Total Cost tendered for the supply, delivery and additional specified requirements of the required products (1a + 1b + 1c above) will be awarded 100% of the **1,000** marks available for Price. The remaining Tenders 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 tendered cost, i.e.

$$\frac{\text{Lowest Tendered Total Cost}}{\text{Tender Cost being evaluated}} \times \text{Available Marks For Price}$$

- (ii) The marks awarded above will determine the highest scoring supplier who will be ranked No. 1 for the Mini-Competition. The remaining suppliers will be ranked in descending order, i.e. the next highest cumulative mark ranked No. 2, etc.
- (iii) In the event that, after a competition, more than one Supplier are level on marks, the Framework Purchaser reserves the right to either:
- 1) Where applicable, award the contract to the Supplier tendering an alternative environmentally friendly product, or
 - 2) Ask the Suppliers to resubmit prices and continue this process until there is a winner, or

4.1.11 **Delivery Dockets**

When fulfilling a Mini-Competition Contract, the Supplier shall provide a delivery docket specific to each delivery with a minimum of the following information indicated on same:

- The Suppliers name and address
- The Suppliers VAT Registration Number
- Invoice number and date
- The Framework Purchaser’s purchase order number and RFT reference number from the SupplyGov system
- The quarry/depot of origin from which the materials have been supplied
- Information on Product Type and Quantity
- The Price

- 4.1.12 The acknowledgement of receipt of any Mini-Competition shall not constitute an actual or implied agreement between the Supplier and the Framework Purchaser.
- 4.1.13 It is intended that the Supplier's performance will be monitored during the term of the Framework Agreement and during the execution of all contracts. A **Performance Evaluation Report** will be completed by the Framework Purchaser at the end of a Contract or earlier if necessary, that will record the performance of the Supplier on the Contract. Such Reports will be copied to the Supplier and consideration of such Reports may be incorporated into the Award Criteria in future Framework Competitions. A copy of the **Performance Evaluation Report** is included in **Appendix 3**.
- 4.1.14 Where any Supplier fails to satisfactorily perform a Mini-Competition Contract awarded, the Contract may be terminated and the Framework Purchaser shall have the right to re-tender the Contract. **Please refer to the Framework Agreement for full details of the Mini-Competition Contract and Performance Review mechanism.**
- 4.1.15 For the avoidance of doubt, an individual Framework Purchaser may award Mini-Competition Contracts on behalf of one or more Framework Purchasers.

4.2 Technical Standards

- 4.2.1 Any products or materials supplied pursuant to a Mini-Competition Contract shall comply with the Technical Standards set out in **Schedule 1** of these Instructions.

5.0 GENERAL INFORMATION

5.1 Disclaimer

- 5.1.1 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).
- 5.1.2 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, suppliers, 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.
- 5.1.3 The LGOPC is 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 2.3.2 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.
- 5.1.4 Notification of a modification to this Instructions Document shall be issued **no later than Tuesday 17th March 2016, which is 6 days** prior to the Closing Deadline indicated on www.etenders.gov.ie and shall be issued as an addendum to, and shall be deemed to constitute part of, the Instructions Document. If necessary, the LGOPC will amend the Closing Deadline (as specified at paragraph 2.3.2) in order to comply with this requirement.
- 5.1.5 The LGOPC reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein at any time by notice by email to Applicants.
- 5.1.6 The LGOPC reserves the right, without notice:
- to change the basis of, or the procedures (including the timetable) relating to the Framework
 - 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
- 5.1.7 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 in respect of some or all of the supplies, works and/or services for which Applications are invited.

5.2 Freedom of Information Acts

- 5.2.1 The LGOPC and Kerry County Council are subject to the FOI Act 2014 and acknowledge that information provided in response to these Instructions may be confidential or commercially sensitive.
- 5.2.2 Applicants are asked to consider if any of the information supplied by them in response to these Instructions 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 and Kerry County Council will have regard to such a statement but are not bound by it. The requirements of the FOI Act will at all times take precedence.

- 5.2.3 In order to demonstrate compliance with the requirements of this competition or any Mini-Competition, an Applicant may rely on the resources of other entities, whatever the legal nature of the link between the Applicant and those other entities. If an Applicant is relying on the resources of another entity, it must prove in the Application that those resources will be available to it for the performance of any Mini-Competition Contract, for example by including an undertaking by those entities to make the necessary resources available to the Applicant if successful.

5.3 Subcontracting

- 5.3.1 Applicants must indicate in the declaration regarding employees and subcontracting included in **Schedule 5** of this document, if they intend to sub-contract any part of the contract to third parties and are required to provide details of such proposed subcontractors in their submission, by completing the attachment to Declaration No. 1.

5.4 Consortium/Joint Venture

- 5.4.1 A consortium/joint venture will not be required to convert into a specific legal form in order to submit an Application, but may be required to do so prior to award of the Framework Agreement. The LGOPC or Framework Purchaser may:
- contract with one Applicant 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 sub-contractors; or
 - at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

5.5 Tax Compliance - Current Tax Clearance Certificate / e-Tax Clearance Certificate

- 5.5.1 Applicants must confirm that they are fully tax compliant by means of providing a current Tax Clearance Certificate or providing evidence of having an e-Tax Clearance Certificate. Applicants should be familiar with e-Tax Clearance which was introduced by the Office of the Revenue Commissioners in December 2015. The introduction of e-Tax clearance is in line with the legislative provisions of Section 95 of the Finance Act 2014.
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 Where a Tax Clearance Certificate / e-Tax Clearance Certificate expires within the course of any subsequent Mini-Competition Contract, the LGOPC or Framework Purchaser reserves the right to seek confirmation of renewed tax compliance of the supplier. Tax compliance of all suppliers will be checked by Framework Purchasers on a regular basis via the Revenue On-line Service (ROS). All payments under a Mini-Competition Contract will be conditional on the Supplier being tax compliant at all times.

5.6 Employees

- 5.6.1 Applicants shall also be aware that they may be asked to provide evidence prior to commencing any works that they offered access to at least one standard Personal Retirement Savings Account (PRSA) to all of their employees that will be employed to work on the relevant Mini-Competition Contract.
- 5.6.2 Successful Applicants shall comply with all statutory requirements in relation to PAYE and PRSI, registered employment agreements, relevant minimum standard conditions and pay rates of the relevant industry.

5.7 Insurances

- 5.7.1 Details of the Applicants Insurance requirements are outlined in the General Specification Document (**Schedule 1**). A declaration to confirm availability of Insurances is to be provided as part of the suitability assessment.
- 5.7.2 If successfully appointed to the Framework, the Applicant will be required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at www.supplygov.ie prior to the award of any mini-competition contract.
- 5.7.3 **Insurance of Subcontractors**
Applicants who are successful in being invited to participate in the Framework must confirm that their insurance will cover the acts and omissions (including negligence) of any subcontractor employed by them in connection with any Mini-Competition Contract awarded. Subcontractors cannot be employed by the Supplier to carry out activities that are specifically excluded from the Suppliers insurance policies.
- 5.7.4 **Exclusions**
If Applicants are successful in being invited to participate in the Framework and have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain works under any contract, the Applicant at the time of Mini-Competition will be required to either -:
- Have the exclusion removed from their insurance policy and employ a competent and appropriately insured specialist subcontractor to carry out the excluded activity and put in place contingency cover on their insurance policy
- or*
- Have the specialist subcontractor included with the Framework Supplier as a full joint insured on the subcontractors insurance policy and have the Framework Purchaser joint insured on the subcontractor's insurance policy. Applicants should note that the Framework Purchaser will not be responsible for any cost incurred by the Applicant in complying with the insurance requirements outlined above.

5.8 Health and Safety

- 5.8.1 The requirements for Health and Safety are outlined in General Specification Document (**Schedule 1**).
- 5.8.2 Applicants applying for admittance to the Framework shall comply with the Safety, Health and Welfare at Work Act 2005 and all regulations, Codes of Practice and Guidance arising thereunder, including but not limited to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the Safety, Health and Welfare at Work (Construction) Regulations.
- 5.8.3 Applicants must have a **current Safety Statement** or equivalent document which sets out the details of the overall Safety Management System, and which describes the measures, procedures, systems, roles and responsibilities used by the Applicants to manage safety of its staff, clients and the general public in its premises and outside its premises.

- 5.8.4 The requirements of the preceding paragraphs shall apply to any Subcontractor acting on behalf of the Applicant.
- 5.8.5 The requirements under Health and Safety legislation will only be evaluated by the relevant Framework Purchaser at Mini-Competition Stage when the Supplier is being considered for award of a Mini-Competition Contract.

5.9 Language

- 5.9.1 All correspondence in relation to the competition shall be in the English language or the Irish language (accompanied by an English translation).

5.10 Declarations

- 5.10.1 Applicants shall ensure that all information provided with their Applications including subsequent further information is correct. Where a Supplier is found to have furnished false, misleading or incorrect information, the LGOPC will impose such sanctions as it deems appropriate in the particular case, and in the case of a false Declaration, the Supplier will be immediately excluded from the Framework. The sanction for other false, misleading or incorrect information will be determined by the LGOPC at its own discretion and it may include all steps up to the complete exclusion from the Framework Agreement.
- 5.10.2 By participating in this competition, Applicants accept, confirm and acknowledge that they will be immediately eliminated from the Framework if they do not provide the required evidence of compliance with the submitted Declarations when requested by the LGOPC or it is subsequently discovered that any Declaration provided is false.

5.11 Applicable Law

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

5.12 Canvassing

- 5.12.1 Canvassing or any effort by an Applicant to influence any staff or agents of the LGOPC 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, Kerry County Council or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 5.12.2 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.

5.13 Standstill

- 5.13.1 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 minimum Standstill Period of fourteen (14) days between the communication of the award decision to the Applicants and the formal conclusion of the Framework.
- 5.13.2 In accordance with S.I. No. 130 of 2010, European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010, there is no standstill period for a contract awarded on the basis of a framework agreement.

5.14 Conflicts of Interest and Registrable Interest

- 5.14.1 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 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 reserves the right to raise conflict of interest issues with Applicants.

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

5.15 Confidentiality

- 5.15.1 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.

6.0 APPENDICES AND SCHEDULES

6.1 General

6.1.1 The following Appendices and Schedules are attached to this Request for Applications.

Appendix 1: Contracting Authorities

Appendix 2: Indicative Timetable

Appendix 3: Performance Evaluation Report

Appendix 4: Glossary of Terms

Schedule 1: General Specification Document

Schedule 2: Categories of Materials to be Supplied

Schedule 3: Form of Tender and Pricing Schedule

Schedule 4: Suppliers Nomination Schedule – Contracting Authorities

Schedule 5: Template Declarations

APPENDIX 1 – CONTRACTING AUTHORITIES

Ref	Contracting Authorities
1	Cavan County Council
2	Carlow County Council
3	Clare County Council
4	Cork City Council
5	Cork County Council
6	Donegal County Council
7	Dublin City Council
8	Dun-Laoghaire-Rathdown County Council
9	Fingal County Council
10	Galway City Council
11	Galway County Council
12	Kerry County Council
13	Kildare County Council
14	Kilkenny County Council
15	Laois County Council
16	Leitrim County Council
17	Limerick City and County Council
18	Longford County Council
19	Louth County Council
20	Mayo County Council
21	Meath County Council
22	Monaghan County Council
23	Tipperary County Council
24	Offaly County Council
25	Roscommon County Council
26	Sligo County Council
27	South Dublin County Council
28	Waterford Council
29	Westmeath County Council
30	Wexford County Council
31	Wicklow County Council

APPENDIX 2 – INDICATIVE TIMETABLE

Procedure to set up Framework	Date*
Date of Issue of Instructions to Applicants	10 th February 2016
Deadline for receipt of Queries	13 th March 2016
Date for Receipt of Application to join Framework	23 rd March 2016
Appointment to the Framework	May 2016

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

APPENDIX 3 – PERFORMANCE EVALUATION REPORT

Supply Only of Ready Mix Concrete Mini-Competition Performance Evaluation		
Details of Mini-Competition		
Framework Purchaser:		
Buyer Contact Name:		
RFT Reference No.:		
Name of Supplier:		
Supplier Contact Name:		
Supplier Ranking:		
Products Purchased:	Product Name	Quantity Purchased (m³)
Total Out-turn Cost (incl. VAT):	€	
Comments:		

Evaluation Completed By -	
Buyer Contact Name:	
Buyer Contact No:	
Buyer email address:	
Date of Review:	
Signature:	

Performance Evaluation of Ready Mix Concrete						
Scoring Range		Excellent	Very Good	Good	Moderate	Poor
(Maximum of 20 to be scored for each criteria below)		17 - 20	13 - 16	9 - 12	5 - 8	0 - 4
Please give one rating for each criteria. Add comments as required to justify your rating.						
Evaluation Criteria (Total score available – 100)					Score	
1	Performance Delivery [20]					
	<i>How dependable was the Supplier in delivering orders ? Were they flexible in regard to Time & Quantity ?</i>					
	<i>What percentage of deliveries were on time ?</i>					
	<i>Were difficulties encountered - No. of Breakdowns, Any driver issues (were Drivers experienced) ?</i>					
	Comments					
2	Availability of Required Products and/or Services [20]					
	<i>Were the requested Product quantities available when ordered ?</i>					
	<i>Was there a significant Lead Time involved at any stage ?</i>					
	<i>Did this have any knock-on effect on planned works (e.g. did it lead to work stoppage) ?</i>					
	Comments					
3	Supplier Responsiveness [20]					
	<i>Could the Buyer communicate easily with the Supplier ?</i>					
	<i>Were all issues arising addressed in a professional and timely manner ?</i>					
	<i>Did the same issue occur more than once ?</i>					
	<i>Did the Buyer have to issue any requests for corrective action(s) ?</i>					
	Comments					
4	Technical Support [20]					
	<i>Was the Supplier's Technical support available when required and easily accessible ?</i>					
	<i>Did the Supplier provide the requested assistance when asked ?</i>					
	<i>Any difficulties encountered in relation to verifying product quality ?</i>					
	Comments					
5	After Sales Support [20]					
	<i>Was the Supplier's After Sales Support available when required and easily accessible ?</i>					
	<i>Did the Supplier provide the requested assistance when asked ?</i>					
	<i>Were all issues arising addressed in a professional and timely manner ?</i>					
	Comments					
Total Score						

APPENDIX 4 – GLOSSARY OF TERMS

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

Application	means an Application for admittance to the Framework submitted pursuant to these Instructions
Application / Closing Deadline	means the latest date for submission of Applications to join the Framework
Contracting Authority / Framework Purchaser	means an individual Local Authority as listed in Appendix 1
Evaluation Period	means the period during which the LGOPC are evaluating Applications
Framework	means the Framework of successful Suppliers 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 and Schedules hereto
LGOPC	Local Government Operational Procurement Centre, Kerry County Council
Mini Competition	means a tender competition between the Framework Suppliers for the award of a Contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini Tender	means a tender submitted by a Supplier in response to a Mini-Competition
Personal Situation Declaration	means the declaration set out in the Schedule 5
Specification	means the General Specification document set out in Schedule 1
Supplier	means an entity admitted to the Framework
Supplygov	supplygov.ie is an online procurement system maintained by the LGOPC, and utilised for the procurement of goods and services nationally for Local Authorities, government departments and other state agencies
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

SCHEDULE 1: GENERAL SPECIFICATION DOCUMENT

1.1 Technical Standards

- 1.1.1 The Ready Mix Concrete products to be supplied shall comply with the Technical Specifications set out in this section.
- 1.1.2 The proposed material supplies include but are not limited to those as listed in **Schedule 2**.
- 1.1.3 Ready Mix Concrete shall comply with the requirements of the following -:
- The Irish standard covering the specification, performance, production and conformity of concrete I.S. EN 206-1
 - NRA Design Manual for Road and Bridges and NRA Manual of Contract Documents for Roadworks with particular reference to Volume 1 NRA Specification for Roadworks
 - Must meet the specifications set out by the Contracting Authorities as outlined in the Mini Competition.
 - Various tests and CE certification may be required and will be communicated at Mini Competition stage, for example: Duriez test results and grading curves must be supplied for stabilised wetmix products.
- 1.1.4 The appointed Supplier will be fully responsible for the quality of the materials and their compliance with the technical requirements as set out in the tender documents. Compliance will be verified by use of material conformance testing (remote and in-situ) and reference to the quality management systems within the production plant.
- 1.1.5 All materials supplied will be in compliance with the technical standards as detailed in this Schedule and Schedule 2 and any further technical requirements as set out in the Mini Competitions.
- 1.1.6 Suppliers will be fully liable for all products supplied and placed by them through the course of any mini-competition contract. Suppliers will confirm -:
- that all construction products associated with harmonised Standards will be CE marked and have a Declaration of Performance
 - that the Supplier by submitting a Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance
 - that together with the technical specification, the Declaration of Performance will give all the information to the Framework Purchaser needed to assess whether the product(s) meets the essential characteristics in accordance with the applicable harmonised technical specifications
 - that the CE mark shall be followed by the two last digits of the year in which it was affixed (and remains current), the name and the registered address of the manufacturer, or the identifying mark allowing identification of the name and address of the manufacturer easily and without any ambiguity
 - that certification of an organisations Factory Production Control system by a notified body will be available if so required under the regulation and requested
- 1.1.8 **Note:** Failure to comply with these terms and conditions may result in non-qualification or disqualification from the Framework.

1.2 Insurances

- 1.2.1 No Supplier will be awarded a Mini-Competition Contract unless satisfactory evidence of insurance is submitted online by the Insurance Broker/Company, prior to the award of a Mini-Competition Contract. Where the Insurance Policy in question is due to expire prior to the end of the period outlined in the Mini-Competition Contract, it shall be the responsibility of the Supplier to ensure that, in advance of the expiration date, said policy is renewed, that the relevant Local Authorities are so informed, and that the insurance details are updated on www.Supplygov.ie.
- 1.2.2 It is the responsibility of the Supplier to advise the LGOPC when their insurance has lapsed or has been cancelled. All Suppliers must notify the LGOPC and the Framework Purchaser of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in the immediate termination of the Supplier from the Framework Agreement.

1.2.3 The following Insurances are required to be in place for a Mini-Competition Contract to be awarded -:

(i) **Public Liability Insurance**

- €6,500,000 for any one event
- Maximum Excess: €6,500

The €6,500,000 limit is for any one event. The limit of indemnity under the Public Liability Insurance must be for the full policy limit of €6,500,000. No inner limit reduction is permissible. The maximum permissible excess is €6,500. The successful Supplier will be required to include the Framework Purchaser as joint insured and must include a non-vitiation clause.

Public Liability Insurance must specifically be extended to include all motorised vehicles to which the Road Traffic Acts do not apply (such as rollers, pavers, off site vehicles, etc.). Alternatively, such vehicles should be scheduled (by Registration or VIN) in the Motor Policy.

(ii) **Products Liability Insurance**

A separate Products Liability Policy with cover to €6,500,000 will be required, or as an extension to the Public Liability Policy.

(iii) **Motor Policy Insurance**

- €6,500,000 for any one event
- Maximum Excess: €6,500

The Motor Policy Insurance shall comply with the following requirements -:

- The Cover must indemnify the Framework Purchaser as principal
- The Cover shall provide for loading and unloading risks both on and beyond public thoroughfares
- The Limit of Indemnity shall be not less than € 6,500,000 on any one event, for third party injury or property damage, and not less than €6,500,000 for third party working risk, unlimited for any one period.

(iv) **Employers Liability Insurance**

- €13,000,000 for any one event
- Maximum Excess: €6,500

The Employers Liability Insurance shall comply with the following requirements -:

- Cover must apply to all employees of the Supplier engaged on the Contract
- The liability for death or injury to employees must be covered on an unlimited basis

- The cover must indemnify the Framework Purchaser as principal and must include a non-vitiating clause
- Cover must be extended to cover the Supplier in respect of liability assumed by him under the Contract, i.e. the description of the insured's business must be unambiguous

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

1.2.4 Applicants do not need to have the insurances outlined above in place at the time of submitting an Application for inclusion on the Framework but will be required to put those insurances in place prior to the award of a Mini-Competition Contract. The Framework Purchaser will not be responsible for any cost incurred by Suppliers for putting in place the required insurances.

1.2.5 **Insurance of Subcontractors**

Suppliers who are successful in being invited to participate in the Framework must confirm that their insurance will cover the negligence of any subcontractor employed by them in connection with any Mini-Competition Contract awarded or task order issued. Subcontractors cannot be employed by the Supplier to carry out activities that are specifically excluded from the Suppliers insurance policies.

1.2.6 **Exclusions**

If Suppliers are successful in being invited to participate in the Framework and have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain works under any contract (asbestos, working at heights etc) the Supplier at time of Mini-Competition will be required to either -:

- Have the exclusion removed from their insurance policy and employ a competent and appropriately insured specialist subcontractor to carry out the excluded activity and put in place contingency cover on the Supplier's insurance policy

or

- Have the specialist subcontractor included with the Framework Supplier as a full joint insured on the subcontractors insurance policy and have the Framework Purchaser joint insured on the subcontractor's insurance policy. Suppliers should note that the Framework Purchaser will not be responsible for any cost incurred by Supplier in complying with the insurance requirements outlined above.

1.3 Payment, Tax Clearance, etc.

1.3.1 Payment will be made at the rates agreed in the Mini-Competition.

1.3.2 The Supplier's **invoice** shall show the following information:

- The Suppliers name and address
- The Suppliers VAT Registration Number
- Invoice number and date
- The Framework Purchaser's purchase order number
- The RFT (Request For Tender) reference number from the [Supplygov](#) system
- The quarry/depot of origin from which the materials have been supplied
- Information on Product Type and Quantity
- The Price

- A CE marking statement on the docket specific to delivery consignment or an attached CE marking statement with an unambiguous reference to the delivery docket and consignment and linked to the relevant Declaration of Performance
 - The CE marking statement must reference the point of delivery of the product and distribution process as appropriate
- 1.3.3 Prior to invoicing, some Framework Purchasers may require Suppliers to submit periodic (e.g. weekly or monthly) statements of materials/services provided during the period, for the purpose of certification.
- 1.3.4 A number of the Contracting Authorities only pay via EFT (Electronic Fund Transfer) and the remittance is sent to Supplier via email.
- 1.3.5 Each of the 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.

1.4 Weights

- 1.4.1 All loads delivered will have to have a docket showing the net weight of the amount delivered.
- 1.4.2 All deliveries must be weighed at an LMS certified and in-calibration weighbridge. A copy of the certification may be requested.

1.5 Machinery/Operator Requirements & Conditions

- 1.5.1 The delivery vehicles in use should be capable of delivery of materials for which they were intended. It should also be noted that any delivery vehicles accepted for work by the respective Framework Purchaser might be dismissed from a work site, if found, on examination not to comply with the current Road Traffic Act (if applicable), or Health and Safety Regulations, or by non-compliance of any terms and conditions, in any particular instance. This will be at the discretion of the Framework Purchaser.
- 1.5.2 The Framework Purchaser will not provide storage of materials/vehicles and the Framework Purchaser will not accept any responsibility for any loss or damage to materials or vehicles placed on any work site by the Supplier or his agents. The Suppliers shall make their own arrangements for the protection of their vehicles and materials.
- 1.5.3 **PLEASE NOTE** the terms and conditions in this Specification (Schedule 1) and in the Framework Agreement and in any purchase order issued by the Framework Purchasers shall apply, to the exclusion of any terms and conditions which the Supplier 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 Supplier, its agents or employers.
- 1.5.4 Suppliers engaged by Framework Purchasers shall provide the names and addresses of all drivers, in the "Driver's Details" section of www.Supplygov.ie and enter updates as the need arises during the Framework period.
- 1.5.5 The driver in charge of a vehicle shall be skilled in its the operation and thoroughly conversant with the vehicle, which he/she is operating The driver must remain in constant attendance on the vehicle while it is employed and under no circumstances shall a vehicle be operated by any person other than those for whom the relevant documentation as required by these terms and conditions has been submitted.
- 1.5.6 All vehicles for which a Road Fund Licence (Tax Disc) is required must display a current Tax Disc correctly.

- 1.5.7 All vehicles for which an "Insurance Disc" is required must display a current "Insurance Disc" correctly
- 1.5.8 A valid and current Certificate of Road Worthiness (CRW) must be available in respect of vehicles and trailers required to possess one. All goods trailers with a Gross Vehicle Weight (GVW) of more than 3,500kg require a Certificate of Road Worthiness. In addition, such vehicles shall comply with the provisions of the Road Safety Authority (Commercial vehicle roadworthiness) (vehicle maintenance and repair) Regulations 2013.
- 1.5.9 All vehicles used by the Supplier will be required to have suitable flashing/warning beacons in working order at all times.
- 1.5.10 The Supplier should note that following the completion of all Contracts, a Performance Evaluation Report will be completed by the Framework Purchaser that will record the performance of the Supplier on the Contract. Such Reports will be copied to the Supplier and consideration of such Reports may be incorporated into the suitability assessment of the Supplier during subsequent Framework competitions and Mini-Competitions for the supply of ReadyMix Concrete.

1.6 Health & Safety (Legal/Paperwork)

- 1.6.1 All Suppliers shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereunder. 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.
- 1.6.2 Successful Suppliers invited for admittance to the Framework, shall at the time of signing the Framework Agreement, provide a copy of the company Safety Statement or equivalent document which sets out the details of the overall Safety Management System, and which describes the measures, procedures, systems, roles and responsibilities used by the Supplier to manage safety of its staff, clients and the general public in its premises, outside its premises, and on-site. The Safety Statement shall be dated no older than **January 1st 2014** and signed by the Head of the Company. The Safety Statement must include Risk Assessments relevant to the work being tendered for. The minimum requirement is that the evidence provided will demonstrate compliance with the Safety, Health and Welfare at Work Act, 2005, the Safety Health and Welfare at Work (General Application) Regulations 2007, and the Safety Health and Welfare at Work (Construction) Regulations 2013.
- 1.6.3 In the situation where a safety statement is dated after 1st January 2014 and was previously submitted in 2014 and is currently on file on the SupplyGov system, and meets these requirements, the Supplier shall be required to complete a Declaration of validity form which can be downloaded from www.Supplygov.ie.
- 1.6.4 All employees entering Local Authority sites shall have a Safe Pass Card, with FÁS accreditation.
- 1.6.5 The operator in charge of a delivery vehicle shall be provided with the necessary Personal Protective Equipment (P.P.E.) by the Contractor in order to safely carry out his duties; e.g. safety boots, reflective vests, helmets etc.
- 1.6.6 All employees operating delivery 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.
- 1.6.7 All employees operating delivery vehicles shall have a current valid road haulage operator licence pertaining to the vehicles they are operating. Copies to be available upon request on site on any given day.

1.7 Health & Safety (Plant/Equipment)

- 1.7.1 All delivery vehicles must be fitted with a reverse alarm which cannot be disabled.

1.8 Supplies and Services Terms and Conditions

- 1.8.1 Suppliers and their employees are expected to adhere to acceptable standards of behaviour, i.e. standards expected of Contracting Authorities staff.
- 1.8.2 Except in relation to Health & Safety matters within their control, the Supplier or his/her agent will take their instructions from the Director of Services, or authorised employees of the Framework Purchaser.
- 1.8.3 The Supplier is responsible for ensuring that the supplied materials meet the required Specification as detailed in this Instructions Document, and in any subsequent Mini-Competition. The Supplier may be required to produce evidence of a quality control plan and quality control documentation to prove testing against and compliance with the required specification. The supplied materials shall be in accordance with the relevant Specification. Should the material not conform to the standards, the Supplier will be excluded from the Framework. All samples specified here and in the Mini-Competition shall be provided free of charge, when required, to the Framework Purchaser. Testing and sampling shall be carried out to the relevant standards. Suppliers should note that the requirements of the Specification identified in Schedule 1 must be met.
- 1.8.4 Maximum weight restrictions will apply and the Framework Purchaser will not pay for material in excess of such maximum weight.
- 1.8.5 Suppliers will be required to complete the Schedule of Quarry Sources appended to Declaration No. 9 included within Schedule 5 of these instructions. Details of the quarry sources from which it is proposed to supply Ready Mix Concrete should be provided.

All Framework Purchasers will be advised of suppliers appointed to the Framework who are eligible to compete in mini-competitions within their Local Authority. Quarry or pit sources as identified by Suppliers within Declaration No. 9 will be checked for compliance with the requirements of the Planning & Development Acts and other relevant Statutes and Regulations in force by the Planning Department of the Local Authority.

In addition, each Supplier shall ensure that operations at the site specified in his/her Tender / Quotation comply with the requirements of the Planning and Development Acts and other relevant Statutes and Regulations in force. Suppliers found to be Non-Compliant for any source will be immediately removed from the Framework for all Local Authorities.

Suppliers of materials are required to submit copies of the most recent Type Test Certs and C.E. Marking Certifications with any competition/tender.

- 1.8.6 Suppliers may be required at their own expense to take their trucks to independent weighbridges on a spot check basis to verify gross weights and to confirm delivery docket weights and compliance with loading limits.
- 1.8.7 Delivery of materials shall be made as and where required by the Framework Purchaser. No material shall be delivered on site by a Supplier unless there is an authorized representative of the Framework Purchaser, on site to receive, check and sign for the material.
- 1.8.8 The Framework Purchaser whose findings will be final will measure distances by road from the Suppliers quarry to the various work sites.
- 1.8.9 Where the Framework Purchaser is satisfied that a particular Supplier cannot supply the required materials at such rate of delivery or in such quantity as will enable the work on hand to be carried out expeditiously and with such convenience as may be required, he may decide to purchase from such other supplier as he considers appropriate.
- 1.8.10 The Director of Services or authorised employee whose findings will be final will measure distances by road from the Suppliers hiring source to the various work sites.

SCHEDULE 2: CATEGORIES OF MATERIALS TO BE SUPPLIED

Ready-mix/Concrete to Concrete Standard EN206:

- C8/10 (10N)
- C12/15 (15N)
- C16/20 (20N)
- C20/25 (25N)
- C25/30 (30N)
- C28/35 (35N)
- C30/37 (37N)
- C32/40 (40N)
- C35/45 (45N)
- C40/50 (50N)
- C45/55 (55N)
- C50/60 (60N)
- C53/65 (65N)

- Lean Mix Concrete C12/15 (15N)
- Foamed Concrete

Ready-mix 'low carbon' Concrete:

- Concrete Grades as above with % GGBS/PFA additions or equivalent

Mortar:

- Trowel Ready Mortar
- Plastering Mortar

Concrete Additives:

- Powder Dye
- Sealant
- Reinforced Fibre

All-in aggregate for concrete:

- 5 – 14 mm washed coarse aggregate
- 5 – 20 mm washed coarse aggregate
- 5 – 40 mm washed coarse aggregate

Note: Suppliers appointed to the Framework will be invited to tender for all mini-competitions in their nominated Contracting Authorities.

SCHEDULE 3: FORM OF TENDER AND PRICING SCHEDULE

To: Local Government Operational Procurement Centre

Having read and understood the Instructions (including the Specification Document, and the Framework Agreement) we hereby tender for Ready Mix Concrete Supply Only.

We understand that you are not bound to accept the lowest or any Tender that you receive, and that you may, at your discretion, terminate the competition at any time.

We are hereby tendering for Ready Mix Concrete Supply Only sought on the basis of the information contained in the annexed Schedules and contained in the Form of Tender and Pricing Schedule submitted by us in hard copy and we understand and acknowledge that the essence of tendering is that the LGOPC shall receive bona fide competitive tenders from all economic operators tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the prices tendered by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not done and insofar as we are aware neither has any employee, consultant, advisor, agent, officer or sub-contractor of any tier of any organisation connected to the applicant done and we undertake that we will not do at any time any of the following acts;

- (i) Communicate to a person other than the person calling for this tender the amount or approximate amount of our proposed prices or terms of the tender.
- (ii) Enter into any arrangement or agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount or terms of any tender or the conditions on which any tender is made that he shall refrain from tendering or as to the amount of any proposed prices to be submitted.
- (iii) Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.
- (iv) Caused or induced any person to enter into such an agreement as is mentioned in paragraph (i) and (ii) above or to inform us of the amount or the approximate amount or terms of any rival tender for the Framework Agreement.
- (v) Committed any offence under the Competition Acts 2002 and 2006.
- (vi) Canvassed any officer, employee, representative, or adviser of the LGOPC in connection with the proposed award of the Framework Agreement.
- (vii) Contacted any of the persons referred to in paragraph (vi) above about any aspect of the Framework Agreement including (but without limitation) for the purposes of discussing the possible transfer to the employment of the applicant of such person for the purpose of the Framework Agreement or for soliciting information in connection with the Framework Agreement.

We also undertake that we shall not procure the doing of any of the acts mentioned in Paragraphs (i) to (vii) above before the hour and date specified for the return of the tender nor (in the event of the tender being accepted) shall we do so while the resulting Framework Agreement continues in force between us (or our successors in title) and the LGOPC.

In this Form of Tender and Pricing Schedule the word "person" includes any persons and anybody or association, corporate and unincorporated, legal or natural and "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular. Other terms used in this Form of Tender and Pricing Schedule shall have the same meaning as in the Framework Agreement.

Pricing Schedule

Product Prices – Supply Only

Applicants applying for appointment to the framework for “Ready Mix Concrete Supply Only 2016 – 2018.” must be in a position to supply the specified product or the alternative product included in the pricing schedule below.

Applicants **must** price at least one of the products in the Pricing Schedule below.

In the instance where an Applicant only supplies the alternative “low carbon concrete” product, then this alternative will be used for the purpose of Framework Evaluation and award.

Where Applicants wish to make alternative environmentally friendly ready mix concrete available at Mini-Competition stage, the alternative product below **must** be priced by Applicants to establish a ceiling rate for the duration of the Framework of 24 months.

Applicants that do not submit a price below for the alternative product but who expect to be able to tender for such alternative environmentally friendly ready mix concrete at Mini-Competition stage, will be restricted to the ceiling rate established by the price submitted for the standard in-situ concrete product below.

Similarly, applicants that do not submit a price for the standard in-situ concrete in the Form of Tender below but who expect to be able to tender for the supply of standard in-situ concrete at Mini-Competition stage, will be restricted to the ceiling rate established by the price submitted for the alternative “low carbon concrete” product below.

The returned Form of Tender and Pricing Schedule including the product prices are required for the application of the award criteria for the establishment of the Framework and to establish Suppliers ceiling rate for these particular products for future reference by individual Contracting Authorities during Mini Competitions.

Tender prices shall be in Euro (€) only expressed to two decimal places and all prices must be **exclusive** of VAT.

The Pricing Schedule is to be priced excluding costs associated with delivery, part loads, distances from batching plants, conveyor belt deliveries, standing time, additional additives, variant aggregate sizes, availability of concrete, and disposal of excess material. These costs will be captured at mini-competition stage, as applicable.

Standard Product Description	Quantity	Unit	Rate €	Total €
Standard In-situ concrete; in accordance with IS EN 206-1; grade C25/30 (30N)	1	m ³		
And/or				
Alternative Product Description	Quantity	Unit	Rate €	Total €
In-situ, low carbon concrete; in accordance with IS EN 206-1; cement combination comprising 30% GGBS and 70% CEM II/A to be used; grade C25/30 (30N)	1	m ³		

Delivery Rate

Applicants applying for appointment to the framework for “Ready Mix Concrete Supply Only 2016 – 2018” must provide a delivery rate price per kilometre and should include this rate in the pricing schedule below.

Applicants are required to submit a delivery rate price per kilometre for delivery of ready mix concrete. This rate will establish the maximum unit cost that may be proposed at Mini-Competition stage for the delivery per kilometre of the ready mix concrete (i.e. Suppliers who submit responses to a Mini-Competition may

reduce the delivery rate submitted in response to this Instructions Document but may not exceed these rates). This delivery rate per kilometre will apply for the duration of the Framework of 24 months.

This delivery rate will **not** form part of the Framework Evaluation process.

Tender prices shall be in Euro (€) only expressed to two decimal places and all prices must be **exclusive** of VAT.

The Pricing Schedule including the delivery rate should exclude costs associated with part loads, conveyor belt deliveries and standing time. These costs will be captured at mini-competition stage, as applicable.

Delivery Rate	Unit	Rate € per km
Delivery only of Ready Mix concrete	km	

Duly authorised to sign on behalf of the Applicant -:

Signed: _____

On behalf of: _____

Date: _____

Name of Applicant: _____

Postal Address: _____

Contact email address: _____

Supplygov Identification No. (SID): _____
(where applicable)

Signature: _____

Print Name of signatory: _____

Capacity or authority of signatory: _____

Dated: _____

SCHEDULE 4: SUPPLIERS NOMINATION SCHEDULE – CONTRACTING AUTHORITIES

Name of Supplier: _____

Nomination of Contracting Authorities

Suppliers should identify in the Table below those Contracting Authorities they wish to be considered for.

Ref	Contracting Authorities	Please Indicate (✓)
1	Cavan County Council	<input type="checkbox"/>
2	Carlow County Council	<input type="checkbox"/>
3	Clare County Council	<input type="checkbox"/>
4	Cork City Council	<input type="checkbox"/>
5	Cork County Council	<input type="checkbox"/>
6	Donegal County Council	<input type="checkbox"/>
7	Dublin City Council	<input type="checkbox"/>
8	Dun-Laoghaire-Rathdown County Council	<input type="checkbox"/>
9	Fingal County Council	<input type="checkbox"/>
10	Galway City Council	<input type="checkbox"/>
11	Galway County Council	<input type="checkbox"/>
12	Kerry County Council	<input type="checkbox"/>
13	Kildare County Council	<input type="checkbox"/>
14	Kilkenny County Council	<input type="checkbox"/>
15	Laois County Council	<input type="checkbox"/>
16	Leitrim County Council	<input type="checkbox"/>
17	Limerick City and County Council	<input type="checkbox"/>
18	Longford County Council	<input type="checkbox"/>
19	Louth County Council	<input type="checkbox"/>
20	Mayo County Council	<input type="checkbox"/>
21	Meath County Council	<input type="checkbox"/>
22	Monaghan County Council	<input type="checkbox"/>
23	Offaly County Council	<input type="checkbox"/>
24	Roscommon County Council	<input type="checkbox"/>
25	Sligo County Council	<input type="checkbox"/>
26	South Dublin County Council	<input type="checkbox"/>
27	Tipperary County Council	<input type="checkbox"/>
28	Waterford City and County Council	<input type="checkbox"/>
29	Westmeath County Council	<input type="checkbox"/>
30	Wexford County Council	<input type="checkbox"/>
31	Wicklow County Council	<input type="checkbox"/>

SCHEDULE 5: TEMPLATE DECLARATIONS

Declarations – attached separately as word documents – **(to be completed on headed paper and returned in hard copy)**.

- Declaration No. 1 regarding Employees and Subcontracting (with attachment)
- Declaration No. 2 that the Applicant has satisfactory experience and has successfully supplied a minimum of 750 m³ of Ready Mix Concrete during calendar year 2015
- Declaration No. 3 that the Applicant can meet the requirements for Insurances
- Declaration No. 4 that the Applicant can meet the requirements for Health and Safety Legislation.
- Declaration No. 5 that the Applicant can meet the requirements for Safepass/CPC
- Declaration No. 6 that the Applicant can meet the requirements for Tax Compliance, Pensions and Pay Rates.
- Declaration No. 7 that the Applicant can meet the requirements for Verifying No Conflicts of Interest
- Declaration No. 8 that the Applicant can meet the requirements of the Construction Product Regulations
- Declaration No. 9 that the Applicant can meet the requirements for Quarry Compliance (with attachment)
- Declaration No. 10 - Applicant's Personal Situation Declaration (Appendix A)

A `WORD` copy of these declarations is available for download and use from the etenders website

Declaration No. 1 regarding Employees and Subcontracting

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
 Unit 9, Ground Floor, Building C,
 The Reeks Gateway,
 Rock Road,
 Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 1 – Employees and Subcontracting

The Supplier is to indicate the following by circling and signing below:

Declarations completed by Supplier;		
o Does the Supplier have employees?	Yes	
o Does the Supplier intend to subcontract all or part of any works (Note 1)	Yes	No

Note 1 – Applicants intending to subcontract must provide details of their proposed subcontractors in their submission, by completing the attachment to this Declaration

Signed: _____
 On behalf of [Name of Supplier]

Date: _____

Declaration No. 2 that the Applicant has satisfactory experience and has successfully supplied a minimum of 750 m³ of Ready Mix Concrete during calendar year 2015

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 2 - Minimum requirement as set out in the Criteria for Admittance to the Framework – satisfactory experience

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete" that our company has satisfactory experience and has successfully supplied a minimum of 750 m³ of Ready Mix Concrete during calendar year 2015.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 3 that the Applicant can meet the requirements for Insurances.

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 3 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Insurances.

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a Supplier interested in this framework it is confirmed that we will arrange to have in place the relevant insurances as outlined below and referenced in the Framework Agreement and in the Specification prior to commencing any contract.

- Employers Liability (€13,000,000)
- Public Liability (€6,500,000)
- Product Liability (€6,500,000)

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 4 that the Applicant can meet the requirements for Health and Safety Legislation.

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 4 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Health and Safety Legislation.

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a Supplier interested in this framework it is confirmed that;

- All supply and other Contracts will be completed in compliance with all appropriate Health and Safety Legislation and attendant Regulations including the the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation, including but not limited to Safety, Health and Welfare at Work (General Application) Regulations 2007, and Safety, Health and Welfare at Work (Construction) Regulations 2013, as appropriate.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 5 that the Applicant can meet the requirements for Safepass/CPC

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 5 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Safepass/CPC

A Dhaoine Uaisle,

I declare that as an applicant seeking to be assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a Supplier applying for qualification onto this framework it is confirmed that all relevant employees and those of the sub-contractors listed in this submission engaged in an activity that requires the following competencies as necessary, have valid, appropriate and current evidence of same, namely (as appropriate);

1. Safepass (or equivalent) – required for certain activities

Part 1, Section 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides details on the categories of workers that recognise a Safety Awareness Registration Card. This must comply with the provisions of the Safety, Health, and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations 2007, and the Safety, Health and Welfare at Work (Construction) Regulations 2013 as appropriate.

Schedule 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides for the recognition of equivalent safety awareness schemes approved by Solas.

2. CPC – required for all drivers

CPC is a legal requirement that **all professional drivers** of C1, C1E, C and CE vehicles (trucks) and D1, D1E, D and DE vehicles must comply with. Professional Drivers must possess a Driver CPC qualifications Card for the appropriate licence category and be CPC compliant. The legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as SI No 359.

Is mise, le meas

Signed: _____

Date: _____

On behalf of [Name of Supplier]

Declaration No. 6 that the Applicant can meet the requirements for Tax Compliance, Pensions and Pay Rates.

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 6 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Tax Compliance, Pensions and Pay Rates

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a supplier interested in this framework it is confirmed that;

1. We are fully tax compliant and the holder of a current Tax Clearance certificate / e-Tax Clearance Certificate.
2. We have offered access to at least one standard Personal Retirement Savings Account (PRSA) to Employees.
3. We confirm that we comply with all statutory requirements in relation to PAYE and PRSI, employment agreements registered or purported to be registered under the Industrial Relations Act 1994 to 2012, relevant minimum standard conditions and pay rates of the relevant industry.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 7 that the Applicant can meet the requirements to verify No Conflicts of Interest.

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 7 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Confirmation of No Conflict of Interest

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a Supplier (including any parent, subsidiary or associated company of the Supplier or any director, partner or person in an equivalent position in the Supplier) interested in this framework it is confirmed that;

- o we are not engaged in any service or operation which relates or may relate in any direct way to the outcome of this Competition
- o there is no registrable interest involving the Applicant or any sub-contractors and any of the members of Local Authorities or their relatives
- o we have read and understand the Conflicts of Interest and registrable interest provision as set out in the Instructions Document and we agree to comply with this provision in full.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 8 that the Applicant can meet the requirements of the Construction Products Regulations

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 8 - Minimum requirement as set out in the Criteria for Admittance to the Framework – Construction Products Regulations

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

As a Supplier interested in this framework;

- we confirm and acknowledge that we will be fully liable for all products supplied by us through the course of any contract
- We confirm that all construction products associated with harmonised Standards will be CE marked and have a Declaration of Performance
- we confirm that all construction products will comply with the requirements of the following -:
 - The Irish standard covering the specification, performance, production and conformity of concrete I.S. EN 206-1
 - NRA Design Manual for Road and Bridges and NRA Manual of Contract Documents for Roadworks with particular reference to Volume 1 NRA Specification for Roadworks
- a CE mark will be forwarded for each product that is being priced as listed in Schedule 2 or any other products. Evidence will be submitted demonstrating that the products are being produced within specification for a period of not less than 3 months in advance of the date of publication of the Contract Notice for this competition.
- that by submitting our Declaration of Performance (even if prepared by others) we are assuming full legal responsibility for the conformity of the construction product with its declared performance.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 9 that the Applicant can meet the requirements for Quarry Compliance

[Delete this red text and print on Letterhead Paper]

To: Local Government Operational Procurement Centre,
Unit 9, Ground Floor, Building C,
The Reeks Gateway,
Rock Road,
Killarney.

Regarding: Application for appointment to the Framework for the "Ready Mix Concrete Supply Only 2016 – 2018" to Local Authorities

Declaration No. 9 - Minimum requirement as set out in the Criteria for Admittance to the Framework –
Quarry Compliance

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply Only of "Ready Mix Concrete", that our company meets the minimum criteria as set out in the Instructions Document.

I further confirm that I will provide the required documentary evidence within seven calendar days to support this declaration when requested to do so.

I have completed the Schedule of Quarry Sources appended to this declaration.

As a Supplier interested in this framework it is confirmed that our quarry sources are compliant with the relevant provisions of:

- o SI No. 566 of 2009, The Waste Management (Management of Waste from the Extractive Industries) Regulations 2009; and
- o Section 261 of the Planning and Development Acts, 2000 to 2011 and/or have planning permission pursuant to the above Acts (as may be amended).

and all statutorily required permits as may be necessary for each quarry source facility nominated (for example discharge licence under Section 4 of the Water Pollution Acts 1977 - 1990)

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration No. 10 - APPENDIX A: APPLICANT'S PERSONAL SITUATION DECLARATION

DECLARATION ON OATH/SOLEMN DECLARATION

in relation to the grounds specified in Article 54 of Directive 2004/17/EC (and Regulation 56 of SI 50 of 2007) or Article 45 and 51 of Directive 2004/18/EC (and Regulation 53 of SI 329 of 2006).

Name of Contractor/Service Provider:	Text Entry [block capitals]
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1. On behalf of the above named Contractor/Service Provider I hereby declare that none of the circumstances specified in **Directive 2004/17/EC Article 54 and Regulation 56 of SI No 50 of 2007 or Directive 2004/18/EC Article 45 and 51 and Regulation 53 of SI 329 of 2006** apply to the above named Contractor/Service Provider. This means that no individual (i.e. principal or principals of a Sole Trader) or in the case of a Consortium Group or Joint Venture no member of the Contractor/Service Provider Consortium, Group or Joint Venture has been the subject of a conviction by final judgment for one or more of the following reasons:

- (a) participation in a criminal organization, as defined in Article 2 of Council Joint Action 2008/841/JHA;
- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 2(1) of Council Joint Action 2003/568/JHA respectively;
- (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (d) money laundering, as defined in Article 1 of Council Directive 2005/60/EC of 26 October 2005 on prevention of the use of the financial system for the purpose of money laundering.

2. And that no individual or in the case of a Consortium, Group or Joint Venture no member of the Contractor's/Service Provider's Consortium, Group or Joint Venture:

- (a) is bankrupt or is being wound up in this or any other jurisdiction; or
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up, or under administration by the court, or for an arrangement with creditors, or of any other similar proceedings under national laws or regulations in this or any other jurisdiction; or
- (c) has been convicted of an offence concerning its professional conduct by a judgment which had the force of *res judicata* (for this statement a health and safety offence is not deemed to be an offence concerning professional conduct); or
- (d) has supplied information that is inaccurate or false in relation to the submission.

3. And that each individual or in the case of a Consortium, Group or Joint Venture each member of the Contractor's/Service Provider's Consortium, Group or Joint Venture:

- (a) has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established or with those of the country of the Framework Purchaser, and
- (b) has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the Framework Purchaser.

This declaration has been made to the best of my knowledge and belief for and on behalf of Name of Contractor/Service Provider.

Signature/seal:	[Signature must be that of a Director/Principal and with date in hardcopy]	Date:	
Name	Text Entry [block capitals]		
Position/Capacity	Applicant Entry [block letters]		

Witnessed in the presence of: a Commissioner of Oaths or practicing Solicitor

Signed :		Date:	
Name :	Text Entry [block capitals]		