

INSTRUCTIONS DOCUMENT

FOR
REQUEST FOR APPLICATIONS
FOR
APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT
FOR
ROAD MAKING MATERIALS (SUPPLY ONLY) FOR LOCAL AUTHORITIES

APPLICATION REFERENCE:	ROAD MAKING MATERIALS (SUPPLY ONLY) for LOCAL AUTHORITIES
CLOSING DAY:	Thursday
CLOSING DATE:	20th April, 2017
CLOSING TIME:	15:00
DATE ISSUED:	13th March, 2017

Please Return Applications in Hard Copy to :

Application Ref: "Road Making Materials (Supply Only) for Local Authorities"
AO Corporate Affairs
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry

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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 3 (the "**Framework Purchasers**").
- 1.1.2 The purpose of this competition is to establish a multi-party framework agreement for the supply only of road making materials and ancillary products to the Framework Purchasers (the "**Framework Agreement**"). This competition does not account for delivery charges or any costs and/or charges associated with loading; part loads; standing time; disposal of excess material and/or distances from quarries and/or batching plants etc. Contracting Authorities (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 **Quarter 2 of 2017** and that the term of the Framework Agreement will be for **24 (twenty four) months** from establishment, with an option to the LGOPC of two further 12 month extensions, subject to available budgets and other factors.
- 1.1.4 The LGOPC invites applications from suppliers ("**Applicants**") who wish to be included on this Framework Agreement ("**Applications**").
- 1.1.5 An applicant (Contractor/Supplier) can make only one Application in response to this competition.
- 1.1.6 The Framework welcomes initiatives by suppliers that promote the implementation of Green Public Procurement (GPP). Contracting Authorities (Framework Purchasers) will have the opportunity, as desired, to request tenders for other environmentally friendly products at mini-competition stage. Refer to Clause 5.1.9 of Section 5 'Operation of Mini-Competitions' for more details.
- 1.1.7 The suppliers that are admitted to the Framework Agreement (the "**Suppliers**") will be invited to participate in mini-competitions by Framework Purchasers for the Supply Only of Road Making Material described herein ("**Mini-Competitions**") using a request for tender.
- 1.1.8 Contracts awarded under the Framework Agreement ("**Mini-Competition Contracts**") will be awarded on the basis of the most economically advantageous tender, identified on the basis of price only, subject to passing the contract evaluation criteria applying to the Mini-Competition.
- 1.1.9 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.
- 1.1.10 Applicants must nominate which Contracting Authorities (Framework Purchasers) they wish to be considered for by completing the table included with the **Form of Tender**. Contracting Authorities 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 an interest with that particular Contracting Authority.
- 1.1.11 Applicants attention is drawn to the fact that they must fully comply with and fully disclose all required information included under paragraph **6.11** - "Conflicts of Interest and Registrable Interest" of this document.
- 1.1.12 **Appendix 2** to these Instructions contains a glossary of terms. Unless the context otherwise requires, capitalised terms in these Instructions have the meaning given in the glossary of terms.

2.0 INSTRUCTIONS TO APPLICANTS

2.1 General

- 2.1.1 The appointment to this Framework is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the application process comprises Directive 2014/24/EC of the European Parliament and of the Council, on public procurement, implemented into Irish law by European Union (Award of Public Authority Contracts) Regulations SI No. 284 of 2016.
- 2.1.2 The total value of Mini-Competition Contracts that will be awarded pursuant to this Framework is estimated to exceed the threshold for the application of the EU Procurement Directives. The LGOPC published a contract notice on the Official Journal of the EU (OJEU) and on the www.etenders.gov.ie website on 13th March, 2017.
- 2.1.3 This competition supersedes and replaces all previous documentation, communications and correspondence between the Framework Purchasers and Applicants in relation to the subject matter of this competition, and Applicants should place no reliance on such previous documentation and correspondence.
- 2.1.4 The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.
- 2.1.5 If the Applicant alters or edits these Instructions, that Applicant's Application may be deemed non-compliant and may be rejected.
- 2.1.6 Each Applicant's costs will be their sole liability. The LGOPC has no obligation to reimburse the Applicant in respect of costs incurred by it in the preparation of its Application or otherwise as a result of its participation in this process, whatsoever or howsoever arising.

2.2 Contracting Authorities

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

3.0 APPLICATIONS TO THE FRAMEWORK

3.1 General

- 3.1.1 Applications for admittance to the Framework will be assessed in accordance with the framework evaluation criteria set out in Part 4.0 of these Instructions.
- 3.1.2 If an Application for admittance to the Framework is successful, the Applicant will be invited to enter into the Framework Agreement by formally signing the *Multi-party Framework Agreement for Road Making Materials (Supply Only) for Local Authorities* - a copy of which can be viewed under the Contract Notice at www.etenders.gov.ie.

3.2 Information to be included in the Applications

- 3.2.1 Applicants are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is the responsibility of the Applicants to ensure that they fully understand the requirements of these Instructions.
- 3.2.2 Applicants should read the contents of this Instructions Document carefully, including the Appendices & Schedules, the accompanying Framework Agreement, Tender Submission Check List, Forms to be completed and submitted with the Application, and the Form of Tender prior to preparing and submitting an application.
- 3.2.3 Applicants are required to submit the information as outlined in Part 4 of these Instructions, completed as indicated -:
- 1) Form of Tender, including the Pricing Schedule.
 - 2) Completed Declarations as outlined in Part 4.3 of this Instructions Document (included separately in the tender documents).
- 3.2.4 To assist with the preparation of applications, a **Tender Submission Checklist** is included with the tender documents.
- 3.2.5 Failure to provide all of the specified information may result in the Application being deemed non-compliant and the Application may be rejected.
- 3.2.6 Applicants must ensure that all documentation and declarations are printed and appropriately signed, dated and witnessed where applicable. All signed documents must include a clear, **original signature**.
- 3.2.7 The LGOPC's detailed requirements in relation to this competition are set out in the General Specification Document included at **Schedule 1** to the Framework Agreement.

3.3 Company Registration Details

- 3.3.1 Where the Applicant is a registered company with the Companies Registration Office (www.cro.ie), the Applicant must ensure that the registered company name is used in all parts of the application process and in all documents submitted as part of the application process.
- 3.3.2 Where the Applicant is currently registered on www.Supplygov.ie, the company name included on www.Supplygov.ie must match the registered company name as recorded on www.cro.ie.
- 3.3.3 Where the Applicant is not registered with the Companies Registration Office (www.cro.ie), the name of the company included in all parts of the application process and used in all documents submitted as part of the application process, must match the entity as registered on www.Supplygov.ie and in line with its VAT Registration Number.

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

3.4 Communications and Clarifications (During Tender period)

- 3.4.1 Any and all queries from Applicants in relation to the requirements of this competition shall be submitted online only through www.etenders.gov.ie no later than 10th April, 2017, which is **10 days** prior to the deadline for the receipt of Applications.
- 3.4.2 The LGOPC will endeavour to respond to all reasonable queries received without delay but, in any case, no later than 14th April, 2017, which is **6 days** prior to the deadline for the receipt of Applications, but does not undertake to respond to all queries received.
- 3.4.3 Subject to Paragraph 3.4.4, the query and the LGOPC's response will, where appropriate, be communicated to all those expressing an interest, without disclosing the name of the Applicant who initiated the query.
- 3.4.4 If an Applicant believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Application, it must mark the query as "Confidential" and state the reason(s) why. If the LGOPC, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law.

3.5 Format of Submissions

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

3.6 Submission of Applications

- 3.6.1 Applications must be submitted in hardcopy and received no later than 15:00hrs Irish Time **on Thursday, 20th April 2017** ("the **Closing Deadline**").
- 3.6.2 Please return the signed original of all documents requested.
- 3.6.3 The Application must be parcelled, securely sealed, **labelled** and delivered to the following address:
- Application Ref: "Road Making Materials (Supply Only) for Local Authorities"**
AO Corporate Affairs
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry
- 3.6.4 Submitted parcels shall be labelled only as indicated above and shall be free from any identifying company markings.
- 3.6.5 Where an Applicant is currently registered on www.Supplygov.ie, the Applicant's Supplier Identification number (www.Supplygov.ie number) should be clearly marked on all materials submitted.

- 3.6.6 No part of the Application will be returned to the Applicant.
- 3.6.7 It is the responsibility of each individual Applicant to ensure that its Application is delivered only to the address specified in 3.6.3 above by the noted deadline. Responsibility for proof of delivery to the correct location before the Closing Deadline rests with the Applicant.

3.7 Price

- 3.7.1 Applicants are required to complete the **Form of Tender** and return in **hard copy** format as directed.
- 3.7.2 As part of the Form of Tender, Applicants must complete the **Pricing Schedule** included therein that requires the Suppliers to provide prices for the products they are in position to supply. Product prices tendered on the Form of Tender and Pricing Schedule will establish the **key rates** applying to this Framework and will -:
- (i) Apply to those products for the initial 12 months of the Framework Agreement only (from the Framework Application Closing Deadline),
 - (ii) Be used for the purpose of the Framework evaluation process as set out in Section 4 of these Instructions, and
 - (iii) Represent the maximum prices that may be proposed in response to a Mini-Competition for those products (i.e. Suppliers who submit responses to a Mini-Competition may reduce the prices they submitted as part of their application for admittance to the Framework but may not exceed these prices).
- 3.7.3 When responding to a Mini-Competition Request for Tender, Suppliers admitted to the Framework Agreement may only provide prices for Products that they priced as part of their application for admittance to the Framework (i.e. at Mini-Competition stage, a Supplier may not provide a Price for a Product that was not priced at Framework application stage).
- 3.7.4 Applicants should note that any currency variations occurring over the term of any Mini-Competition Contract shall be borne by the Supplier.
- 3.7.5 Tender prices shall be in Euro (€) and all prices must be **exclusive** of VAT.

3.8 Reliance on the Capacities of other Entities

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

3.9 Subcontracting

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

- 3.9.2 At mini competition contract stage, when responding to a Request for Tender, the Supplier must indicate to the Contracting Authority the qualifications and experience of staff it proposes for completion of the services defined in the Request for Tender.
- 3.9.3 When responding to a Mini-Competition Request for Tender, where subcontractors are proposed for completion of works and/or services, the Supplier shall indicate to the Contracting Authority the name, contact details and legal representatives of the subcontractors.
- 3.9.4 The Contracting Authority may take appropriate measures by, amongst other things, verifying in accordance with the provisions in the Regulations, whether there are grounds for exclusion of subcontractors under Regulation 57 of the 2016 Regulations.
- 3.9.5 If applicable, the provisions of this section 3.9 will be enforced at Mini Competition stage, whereby Suppliers responding to Requests for Tender must provide the necessary details and proof required, as set out in the Declarations included with the tender documents.

3.10 Consortium/Joint Venture

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

3.11 European Single Procurement Document (ESPD)

- 3.11.1 Submission of a European Single Procurement Document (ESPD) for this competition is optional – if an Applicant intends to submit an ESPD, it should adhere to the instructions below.
- 3.11.2 In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, LGOPC must accept an ESPD as preliminary evidence confirming that the Applicant fulfills the following conditions:-
- i) it is not in one or more of the situations referred to in Regulation 57 in which an economic operator shall or may be excluded; and
 - ii) it meets the relevant criteria for selection as defined more explicitly in the Suitability Assessment Questionnaire for each Lot for which it is seeking admission to the Framework.
- 3.11.3 The information that Applicants must include in the ESPD is set out in the tender documents. Potential Applicants must examine this information carefully in view of their participation and possible submission of an ESPD. If an Applicant proposes to submit an ESPD and it is relying on the capacities of one or more other entities, those entities must also each submit an ESPD setting out the relevant information for the respective entity. In addition, where a group of economic operators, including temporary associations, participate together in this competition and they intend to submit an ESPD, a separate ESPD setting out the information required under Parts II to V of the ESPD form must be submitted for each of the participating economic operators.

3.12 No Collusion

- 3.12.1 By submission of an Application, the Applicant warrants that:

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

4.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

4.1 General

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

No.	Stage	Action (For Office Use Only)
1	<u>Compliance Check</u>	Examine completeness of all submissions received on time
2	<u>Suitability Assessment</u> Applicants must pass the specific requirements listed in this Instructions Document and associated declarations, including any additional requested information	Determine suitability of compliant Applicants
3	<u>Tender Award</u> Form of Tender (FOT) Applicants must submit, a fully completed, signed and dated Form of Tender (FOT)	Rank tenders by normalising tender prices (key rates)

4.2 Compliance Check (Stage 1)

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

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

4.3 Minimum Suitability Criteria (Stage 2)

4.3.1 Applicants must fully complete and submit in hardcopy all of the declarations set out in the table below. Template forms are included separately with the tender documents.

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
<i>Forms and Declarations:</i> Applicants must fully complete and submit, in hard copy format, <u>all</u> of the following Forms / Declarations in the Template Forms provided. (Template Forms are included separately with the Tender Documents).	
1. Supplier Registration Details Form	Pass/Fail
2. Declaration A: Personal Situation Declaration Form	Pass/Fail
3. Declaration B: Compliance with requirements of Health and Safety legislation	Pass/Fail
4. Declaration C: Employees and Subcontracting (with attachment)	Pass/Fail
5. Declaration D: Tax Compliance	Pass/Fail
6. Declaration E: Conflicts of Interest & Registrable Interest(s)	Pass/Fail
7. Declaration F: Construction Products Regulations	Pass/Fail

8. Declaration G: Compliance with General Specification (attached as Schedule 1 to the Framework Agreement).	Pass/Fail
9. Declaration H: Minimum Insurance Requirements	Pass/Fail

4.3.2 Quarry Compliance

Applicants shall note the requirements regarding **Quarry Compliance** as set out in Section **1.8** of the General Specification (attached as Schedule 1 to the Framework Agreement).

When applicable, these provisions will be verified by the Contracting Authority at Mini-Competition stage, at which stage a schedule of the Supplier’s Quarry Sources must be provided if requested when responding to a Request For Tender. Please refer to the Mini-Competition Contract Evaluation and Award Criteria included as **Appendix 5** to this Instructions Document and as **Schedule 2** to the Framework Agreement.

4.4 Tender Award (Stage 3)

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

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

4.4.2 In order to secure a place on the Framework, the Applicant’s Application will be ranked after the tender prices submitted for each product item are normalised in accordance with the following procedure -:

a) The following formula will be used to normalise the tender prices for each item of material being tendered -:

$$\text{Normalised Score for the Product Item being evaluated} = \frac{\text{Lowest Price Tendered for the product Item}}{\text{Tender Price for the product Item being evaluated}}$$

b) All product items being tendered will be normalised separately with respect to the lowest price tendered for the product item being normalised. This will produce a score of 1.0 or less for the tender price being evaluated.

c) The normalised scores for all the product items included in the Applicant’s Application will be totalled and the score averaged as follows -:

$$\text{Average Normalised Score for Applicant’s Application} = \frac{\text{Applicant’s Total Score for all product items tendered}}{\text{Number of product items tendered}}$$

d) The Applicant’s Application will be ranked in accordance with the average normalised score arising for the Application.

e) The Applicant with the highest average normalised score shall be awarded 1,000 marks.

f) All other Applicants will receive a pro rata mark based on the ratio between its average normalised score and that of the highest average normalised score, as follows -:

$$\text{Applicant's Mark for Ranking Purposes} = \frac{\text{Average Normalised Score being evaluated}}{\text{Highest Average Normalised Score}} \times 1,000$$

- g) The Applicant with the highest average mark will be ranked No. 1 on the framework, with the next highest cumulative mark ranked No. 2, etc.
- h) A worked example of this normalising process is attached for reference in a separate document.

4.4.3 Applicants should note that this competition does not account for delivery charges or any costs and/or charges associated with loading; part loads; standing time; disposal of excess material and/or distances from quarries and/or batching plants etc.

Contracting Authorities (Framework Purchasers) may request that such elements are to be allowed for in pricing at Mini-Competition stage, where applicable.

4.5 Minimum Standards in Support of Declarations in Section 4.3

- 4.5.1 Certain evidence must be available for inspection by the Contracting Authorities (Framework Purchasers) or the LGOPC, **if requested** in support of the Declarations submitted during the application process. Suppliers **do not** have to supply this information unless requested to do so.
- 4.5.2 The evidence to be submitted in regard to the Declarations when/if requested is as set out separately in each Declaration included as part of this competition.

4.6 Communications and Clarifications (Post Tender)

- 4.6.1 It is mandatory that all Applicants provide an email address for receiving correspondence during the evaluation period and also for the Mini-Competitions. This e-mail address shall be included in the Supplier Registration Details Form included with the tender documents as a separate template form that must be completed and returned as part of the application process.
- 4.6.2 During the evaluation period, clarification of submitted content may be sought via e-mail from Applicants. Response to requests for clarification shall be submitted no later than the date specified in the request and must not materially change any of the elements of the submitted Application.
- 4.6.3 If an Applicant fails to comply in any way with these Instructions, the LGOPC may (but is not obliged to) disqualify the Applicant concerned and reject its Application. Without prejudice to this right, the LGOPC may (but is not obliged to) seek clarification or further information from the Applicant (that does not materially alter its Application) or take any other step permitted by law.

4.7 Framework Agreement

- 4.7.1 Following the evaluation, all Applicants will be notified of the outcome of the evaluation. Following the expiry of a standstill period, successful Applicants will be invited to enter into the Framework Agreement by formally signing and returning the *Multi-party Framework Agreement for Road Making Materials (Supply Only) for Local Authorities* - a copy can be viewed under the Contract Notice at www.etenders.gov.ie.
- 4.7.2 It is envisaged that the number of Applicants invited for admittance to the Framework will be up to five hundred (**500**) of the highest ranking Applicants or such number as deemed appropriate by the LGOPC to meet the needs of the Framework Purchasers, whichever is the greater amount.
- 4.7.3 If an Applicant is successful in being appointed to a position on the Framework Agreement, they must register on www.supplygov.ie, if not already registered.

- 4.7.4 No amendments to the Framework Agreements will be accepted or negotiated. Should a successful Applicant fail to enter into a Framework Agreement in the required form, that Applicant shall not be appointed to the Framework. The Framework Agreement includes the terms and conditions for the award of Mini-Competition Contracts under the Framework Agreement.
- 4.7.5 The appointment of the successful Applicants to the Framework Agreement does not constitute a commitment or guarantee from the LGOPC or any Framework Purchaser to enter into a contract with the Supplier 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 works described in this competition from any supplier outside of the Framework Agreement, should they, at their sole discretion, consider it appropriate to do so.

4.8 Termination from the Framework

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

4.9 Safety Statement

- 4.9.1 When requested, prior to the appointment to the Framework Agreement, successful Applicants must provide a current Safety Statement complying with Section 1.7 of the General Specification (Signed, Dated and Company Registrations Office Company Name referenced where applicable).
- 4.9.2 The requirements under Health and Safety legislation will only be evaluated by the relevant Framework Purchaser at Mini-Competition Stage when the Supplier is being evaluated in response to a Mini-Competition Request for Tender. Please refer to the Mini-Competition Evaluation Criteria included in Appendix 5 to this Instructions Document and to Schedule 2 attached to the Framework Agreement.

5.0 OPERATION OF MINI-COMPETITIONS

5.1 General

- 5.1.1 Mini-Competition Contracts awarded under the Framework Agreement will be awarded by way of Mini-Competition only.
- 5.1.2 All Mini-Competitions will be conducted through www.Supplygov.ie.
- 5.1.3 **ONLY SUPPLIERS INCLUDED ON THE FRAMEWORK WILL BE INVITED TO TENDER FOR MINI COMPETITIONS.**
- 5.1.4 The Contracting Authorities will issue Mini-Competition Requests for Tender, via the www.Supplygov.ie (formerly www.LAQuotes.ie) system, to all those Suppliers appointed to the Framework Agreement who have registered an interest in their particular local authority.
- 5.1.5 Suppliers listed on the Framework may only submit one tender in response to a Mini-Competition Request for Tender.
- 5.1.6 Suppliers shall comply with any procedures, processes, time limits, contract evaluation criteria, 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.
- 5.1.7 If the Supplier is a subsidiary, a parent company guarantee may be sought at Mini-Competition stage if relevant.
- 5.1.8 The quantities of materials to be purchased by Framework Suppliers may increase or decrease from that outlined in any given Mini-Competition.
- 5.1.9 Suppliers who submit tenders in response to a Mini-Competition should note the provisions of Section 3.7 in regard to the **Key Rates** tendered under this competition to secure a place on the Framework Agreement.
- 5.1.10 Applicants that intend to tender for an alternative environmentally friendly product at Mini-Competition stage will:-
- (i) Be restricted to the Ceiling Rate established by the price submitted at Framework application stage for the corresponding product, and
 - (ii) In order to ensure compliance with environmental technical standards, be required, at that stage, to submit an Environmental Product Declaration (EPD) in accordance with EN 15804 for each alternative environmentally friendly product they propose.

5.2 Mini-Competition Evaluation

- 5.2.1 Tenders submitted in response to a Mini-Competition Request for Tender for any Lot will be evaluated on the basis of the Mini-Competition Contract Evaluation and Award Criteria (the "Mini-Competition Award Criteria") set out in **Schedule 2** of the Framework Agreement.
- 5.2.2 A copy of the Mini-Competition Award Criteria is also attached to this Instructions Document at **Appendix 5**.
- 5.2.3 Suppliers must pass all of the Mini-Competition Award Criteria prior to being evaluated on price. Suppliers failing any of the Mini-Competition Award Criteria will not proceed any further in the evaluation process.

- 5.2.4 For the avoidance of doubt, individual Contracting Authorities may award Framework Mini-Competition contracts on behalf of one or more Contracting Authorities.
- 5.2.5 The Supplier's Proposal submitted in response to a Mini-Competition Request for Tender will set the prices for the Products and price components specified by the Contracting Authority in the Request for Tender. As the requirement for the supply of Products arises, the Contracting Authority will evaluate the Proposals and enter into a Mini-Competition Contract with the most economically advantageous tender. The holding of a Mini-Competition Request for Tender does not constitute a commitment or guarantee from a Contracting Authority to enter into a Mini-Competition Contract with the Supplier and does not guarantee the Supplier that any particular Product will be procured pursuant to the Mini-Competition Request for Tender.

6.0 GENERAL INFORMATION

6.1 Disclaimer

- 6.1.1 The information provided in these Instructions is offered in good faith for the guidance of the Applicants participating in this competition. The content of these Instructions are for information purposes only and may not be used for any purpose save for this competition. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission of the LGOPC (which may be withheld in its sole discretion).
- 6.1.2 These Instructions are a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Instructions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the LGOPC nor their advisers, consultants, 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.
- 6.1.3 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 3.4.1 has passed. The LGOPC shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at the LGOPC's sole discretion form part of the Framework Agreement.
- 6.1.4 The LGOPC reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein at any time by notice by email to Applicants.
- 6.1.5 Where Contracting Authorities request clarification or further information on any matters relating to the Application or supporting documentation, such information shall be submitted no later than the date specified in the request.
- 6.1.6 By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the LGOPC and the Applicant prior to the execution of the Framework Agreement nor will there exist any contractual, implied or quasi-contractual relationship with any Framework Purchaser in relation to a Mini Competition Request for Tender prior to the acceptance by a Framework Purchaser of the terms of the Request for Tender, pursuant to the procedure adopted for the Mini Competition.
- 6.1.7 The LGOPC reserves the right, without notice:
- to change the basis of, or the procedures (including the timetable) relating to the Framework
 - to reject any, or all, of the Applications
 - not to invite an Applicant to proceed further
 - not to furnish an Applicant with additional information, or
 - to abandon the competition
- 6.1.8 In such circumstances, the LGOPC and its advisors shall not be liable to any persons as a result thereof. The LGOPC shall not be bound to accept any Application and reserves the right not to form a Framework in respect of some or all of the supplies, works and/or services for which Applications are invited.

6.2 Subcontracting

- 6.2.1 Applicants must indicate in the declaration regarding employees and subcontracting attached separately, 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 C**.

6.3 Tax Clearance

- 6.3.1 All payments under a Mini-Competition Contract will be conditional on the Applicant being tax compliant.
- 6.3.2 Successful Applicants must comply with the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.
- 6.3.3 In line with the legislative provisions of Section 95 of the Finance Act 2014, the following provisions in relation to eTax Clearance Certificates have been brought into force by Revenue, effective from December 2015 -:
- processing of tax clearance applications, certificates issued by the Collector-General and verification by third parties, is all in **electronic** format; and
 - where a taxpayer is found to be non-compliant with their obligations their tax clearance certificate can be **rescinded** (or withdrawn).
- 6.3.4 eTax Clearances will be available to business, PAYE and non-resident customers with a PPSN/Tax Reference number (TRN). There is no change to the current process for customers/applicants that are not registered for Irish tax, i.e. non-residents or some community/voluntary groups. These applications will continue to be processed by the Collector General's Office. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) applicants.
- 6.3.5 Applications in eTax Clearance will be processed in real time. Suppliers who are tax compliant will receive a Tax Clearance Access Number. This number along with the Supplier's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.
- 6.3.6 Subcontractors engaged at Mini-Competition stage are required to produce an in-date (not older than 30 days) Notification of Determination to the Contracting Authority or the principal Supplier, before any contract is awarded. Applicants requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I of The Taxes Consolidation Act, 1997 (as amended) should contact their local Revenue office. Contact details are available on the Revenue website at www.revenue.ie.

6.4 Employees

- 6.4.1 Applicants shall also be aware that they may be asked to provide evidence prior to commencing any works that they offer 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.
- 6.4.2 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.

6.5 Language

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

6.6 Declarations

- 6.6.1 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 may 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.
- 6.6.2 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 and/or Contracting Authorities or it is subsequently discovered that any declaration provided is false.
- 6.6.3 At any time during the period of validity of the Framework, the LGOPC will issue requests to participating Suppliers to submit renewed and updated self-declarations on the fulfillment of criteria for qualitative selection, within a time limit to be specified in the requests. Suppliers may be excluded from the Framework in the event that they fail to continue to meet the criteria for qualitative selection.

6.7 Applicable Law

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

6.8 Freedom of Information Acts

- 6.8.1 The LGOPC is subject to the Freedom of Information Act 2014 and acknowledges that information provided in response to these Instructions may be confidential or commercially sensitive.
- 6.8.2 Applicants are asked to consider if any of the information supplied by them in response to this competition should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The LGOPC will have regard to such a statement but are not bound by it. The requirements of the Freedom of Information Act will at all times take precedence.

6.9 Canvassing

- 6.9.1 Canvassing or any effort by an Applicant to influence any staff or agents of the LGOPC and/or Contracting Authorities in relation to any aspect of the application process may result in automatic disqualification from the application process. Where an Applicant has an existing relationship with the LGOPC, the Contracting Authorities, Kerry County Council or their employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 6.9.2 In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

6.10 Standstill

- 6.10.1 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 Agreement.

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

6.11 Conflicts of Interest and Registrable Interest

- 6.11.1 Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in the LGOPC and/or Contracting Authorities in relation to the contract or by reason of the Applicant having or having had an interest in another Applicant or another Applicant having or having had an interest in the Applicant or any other situation creating a conflict of interest, actual or potential) must be fully disclosed by the Applicant as soon as it becomes apparent. The LGOPC and/or Contracting Authorities reserve the right to raise conflict of interest issues with Applicants.
- 6.11.2 Where the LGOPC and/or Contracting Authorities consider that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.
- 6.11.3 Where the LGOPC and/or Contracting Authorities consider that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the LGOPC and/or Contracting Authorities and the Applicant and the LGOPC and/or Contracting Authorities being fully satisfied that those safeguards have been put in place and will be complied with.
- 6.11.4 Where the LGOPC and/or Contracting Authorities considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, the LGOPC and/or Contracting Authorities shall exclude the Applicant.
- 6.11.5 Any registrable interest involving the Applicant and the LGOPC and/or Contracting Authorities or their relatives must be fully disclosed in the Application, or must be communicated to the LGOPC and/or Contracting Authorities immediately upon such information becoming known to the Applicant, in the event of this information only coming to the Applicant's notice after the submission of an Application and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995.

6.12 Confidentiality

- 6.12.1 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.

6.13 Child Protection and Garda Clearance

- 6.13.1 It will be a condition of the entry to the Framework Agreement and any Mini-Competition Contract awarded to Suppliers that their employees, agents or sub-contractor strictly adhere to the Framework Purchaser's child protection policy which will be included with the tender documents for the information of tenderers – if applicable.
- 6.13.2 It will be a condition of the participation in the Framework Agreement that all personnel employed by any Supplier for the purpose of carrying out any Mini-Competition Contract awarded, including sub-contractors and agents, will be in a position to obtain Garda clearance if requested to do so at any time during the term of the Framework Agreement - if applicable.

7.0 APPENDICES AND SCHEDULES

7.1 General

7.1.1 The following Appendices and Schedules are attached to this Instructions Document.

Appendix 1: Indicative Timetable

Appendix 2: Glossary of Terms

Appendix 3: Contracting Authorities (Framework Purchasers)

Appendix 4: Categories of Materials to be Supplied

Appendix 5: Mini-Competition Contract Evaluation & Award Criteria

7.1.2 The following Schedules are attached to the **Framework Agreement for Road Making Materials (Supply Only) for Local Authorities**.

Schedule 1: General Specification Document

Schedule 2: Mini-Competition Contract Evaluation & Award Criteria

Schedule 3: Contracting Authorities (Framework Purchasers)

Schedule 4: Categories of Materials to be Supplied

Schedule 5: Sample Mini-Competition Contract

Schedule 6: Performance Evaluation Report

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

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

APPENDIX 1: INDICATIVE TIMETABLE

Procedure to set up Framework	Date*
Date of Issue of Instructions to Applicants	13 th March, 2017
Deadline for receipt of Queries	10 th April, 2017
Date for Receipt of Application to join Framework (Closing Deadline)	20 th April, 2017
Appointment to the Framework	Quarter 2, 2017

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

APPENDIX 2: GLOSSARY OF TERMS

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

Applicant	means an entity that submits an Application
Application	means an Application for admittance to the Framework submitted pursuant to these Instructions
Ceiling/Key Rate	Ceiling Rates or Key Rates refer to rates tendered by the Applicant in the Form of Tender. Ceiling Rates will form part of the Framework Agreement. These rates remain preserved for the initial 12 month period from the Framework Application Closing Deadline. At mini competition stage, Suppliers will not be able to tender rates higher than the corresponding rates already submitted for similar items in the Form of Tender. This applies to the first 12 months from the Framework Application Closing Deadline only.
Closing Deadline	means the latest date & time for submission of Applications for admittance to the Framework Agreement
Contracting Authority	has the same meaning as Framework Purchaser and means an individual local authority as listed in Appendix 3
ESPD	means the European Single Procurement Document
Evaluation Period	means the period during which the LGOPC are evaluating Applications
Framework	means the Framework of successful Applicants set up pursuant to these Instructions
Framework Agreement	means the Agreement which Applicants will be required to enter into if successful in their Application to participate in the Framework
Framework Purchaser	has the same meaning as Contracting Authority and means an individual local authority as listed in Appendix 3
Instructions or Instructions Document	means this Instruction Document and all Appendices hereto
LGOPC	Local Government Operational Procurement Centre, Kerry County Council
Mini-Competition	means a tender competition between the Suppliers for the award of a contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini-Competition Contract	Means the agreement to be entered into by the Framework Purchaser and a Supplier under and pursuant to which the Supplier will provide products in accordance with the terms and conditions contained therein
Mini-Competition Request for Tender or Request for Tender	means a tender request issued by the Framework Purchasers to the Suppliers, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Out of Hours Emergency Works	These are works of an unplanned nature that requires immediate attention – contractors will be secured as per the procedure outlined in the Framework Agreement.
Specification	means the General Specification document set out in Schedule 1 to the Framework Agreement
Working Hours	means between 9am and 5pm on a day that is not Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Good Friday, or as specifically set out in the tender documents attached to the Mini-Competition
www.supplygov.ie	The website formerly known as www.LAQuotes.ie . All Mini-Competitions will be administered through this portal.

APPENDIX 3: CONTRACTING AUTHORITIES (FRAMEWORK PURCHASERS)

The following Contracting Authorities are participating in this Framework Agreement -:

	Contracting Authorities (Framework Purchasers)
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	Dun-Laoghaire-Rathdown County Council
8	Fingal County Council
9	Galway City Council
10	Galway County Council
11	Kerry County Council
12	Kildare County Council
13	Kilkenny County Council
14	Laois County Council
15	Leitrim County Council
16	Limerick City and County Council
17	Longford County Council
18	Louth County Council
19	Mayo County Council
20	Meath County Council
21	Monaghan County Council
22	Tipperary County Council
23	Offaly County Council
24	Roscommon County Council
25	Sligo County Council
26	South Dublin County Council
27	Waterford Council
28	Westmeath County Council
29	Wexford County Council
30	Wicklow County Council

APPENDIX 4: CATEGORIES OF MATERIALS TO BE SUPPLIED

Refer to **Schedule 1 – General Specification** attached to the Framework Agreement for Technical Standards of the Materials to be supplied.

Please note that:

- (1) Items 1 to 13 below are associated with **Series 900** of the TII *Specification for Road Works* dated **March 2011**.
- (2) Items 14 to 20 below are associated with the latest version of **Series 900** of the TII *Specification for Road Works* (CC-SPW-00900).
- (3) The latest version of the **TII Specification for Road Works** should be used **for all other series** in the Specification.
- (4) The product descriptions in the table below are broadly indicative of the products that will be required by Contracting Authorities at Mini-Competition stage. At Mini-Competition stage a Contracting Authority may require an equivalent product and this will be specified in the Request for Tender.
- (5) When responding to a Mini-Competition Request for Tender, Suppliers admitted to the Framework Agreement may only provide prices for Products that they priced as part of their application for admittance to the Framework (i.e. at Mini-Competition stage, a Supplier may not provide a Price for a Product that was not priced at Framework application stage).

	Sub Category	Product Description
<u>1</u>	Bituminous Bound Materials	906 Dense Base Course Asphalt Concrete (Recipe Mixtures)
<u>2</u>	Bituminous Bound Materials	906 Dense Binder Course Asphalt Concrete (Recipe Mixtures)
<u>3</u>	Bituminous Bound Materials	907 Regulating Course
<u>4</u>	Bituminous Bound Materials	910 Hot Rolled Asphalt Surface Course (Recipe Mixtures)
<u>5</u>	Bituminous Bound Materials	912 Close Graded Asphalt Concrete Surface Course
<u>6</u>	Bituminous Bound Materials	915 Coated Chippings for Application to Hot Rolled Asphalt Surface Course
<u>7</u>	Bituminous Bound Materials	916 Open Graded Asphalt Concrete Surface Course
<u>8</u>	Bituminous Bound Materials	929 Dense Base Course (Design Mixture)
<u>9</u>	Bituminous Bound Materials	929 Dense Binder Course (Design Mixture)
<u>10</u>	Bituminous Bound Materials	930 EME2 Base and Binder Course Asphalt Concrete
<u>11</u>	Bituminous Bound Materials	930 EME2 Base and Binder Course Asphalt Concrete
<u>12</u>	Bituminous Bound Materials	942 Polymer Modified Stone Mastic Asphalt Surface Course
<u>13</u>	Bituminous Bound Materials	Clause 920 Bond or Tack or other Bituminous sprays
<u>14</u>	Bituminous Bound Materials	Asphalt Concrete Products (Clause 3 of Series 900)
<u>15</u>	Bituminous Bound Materials	Hot Rolled Asphalt Products (Clause 4 of Series 900)
<u>16</u>	Bituminous Bound Materials	Stone Mastic Asphalt Products (Clause 5 of Series 900)
<u>17</u>	Bituminous Bound Materials	Porous Asphalt Products (Clause 6 of Series 900)
<u>18</u>	Bituminous Bound Materials	Surface Treatments (Clause 7 of Series 900)
<u>19</u>	Bituminous Bound Materials	Regulating Course (Clause 2.2 of Series 900)
<u>20</u>	Bituminous Bound Materials	Bond Coat (10.1.4 of Series 900)
<u>21</u>	Cold Mix Bitumen Bound Materials	Stabilised Wetmix/Foam Mix
<u>22</u>	Cold Mix Delay Set Bituminous Macadam	10mm Normal Delay Set
<u>23</u>	Cold Mix Delay Set Bituminous Macadam	10mm Short Delay Set
<u>24</u>	Cold Mix Delay Set Bituminous Macadam	14mm Normal Delay Set
<u>25</u>	Cold Mix Delay Set Bituminous Macadam	14mm Short Delay Set
<u>26</u>	Cold Mix Delay Set Bituminous Macadam	6mm Normal Delay Set
<u>27</u>	Cold Mix Delay Set Bituminous Macadam	6mm Short Delay Set
<u>28</u>	Fill Material & Unbound Material	Clause 503 Bedding, Laying and Surrounding of Pipes

<u>29</u>	Fill Material & Unbound Material	Clause 505 Backfilling of Trenches and Filter Drains
<u>30</u>	Fill Material & Unbound Material	Clause 803 Granular Material Type A
<u>31</u>	Fill Material & Unbound Material	Clause 804 Granular Material Type B
<u>32</u>	Fill Material & Unbound Material	Clause 805 Granular Material Type C
<u>33</u>	Fill Material & Unbound Material	Clause 806 Granular Type D (Wet-Mix Macadam)
<u>34</u>	Fill Material & Unbound Material	Clause 807 Granular Type E (Close Grained Unbound Mixtures)
<u>35</u>	Fill Material & Unbound Material	Clause 808
<u>36</u>	Fill Material & Unbound Material	Clause 821 Cement Bound Granular Mixtures A (CBGM A)
<u>37</u>	Fill Material & Unbound Material	Clause 822 Cement Bound Granular Mixtures B (CBGM B)
<u>38</u>	Fill Material & Unbound Material	Clause 823 Cement Bound Granular Mixtures C (CBGM C).
<u>39</u>	Geotextiles (woven)	Geotextile – various strengths
<u>40</u>	Geotextiles (nonwoven)	Geotextile – various strengths
<u>41</u>	Geosynthetic Geogrids	Geogrid – various strengths
<u>42</u>	Sand, Gravels and Topsoil	Bedding Sand (Paving)
<u>43</u>	Sand, Gravels and Topsoil	Clean Sharp Sand
<u>44</u>	Sand, Gravels and Topsoil	Gravel Filling
<u>45</u>	Sand, Gravels and Topsoil	Jointing Sand
<u>46</u>	Sand, Gravels and Topsoil	Natural or Crushed Gravel
<u>47</u>	Sand, Gravels and Topsoil	Pea-Gravel, 12.5mm to 5mm only
<u>48</u>	Sand, Gravels and Topsoil	Pit Run Gravel
<u>49</u>	Sand, Gravels and Topsoil	Screened Gravel
<u>50</u>	Sand, Gravels and Topsoil	Top Soil, Class 5B, 5C
<u>51</u>	Sand, Gravels and Topsoil	Unwashed Sand
<u>52</u>	Sand, Gravels and Topsoil	Washed Sand (Building)
<u>53</u>	Sand, Gravels and Topsoil	Washed Sand (Plastering)
<u>54</u>	Stone	100mm - 50mm broken stone
<u>55</u>	Stone	100mm Down Broken Stone
<u>56</u>	Stone	150mm -100mm broken stone
<u>57</u>	Stone	225mm - 100mm Down Broken Stone
<u>58</u>	Stone	225mm Down Broken Stone
<u>59</u>	Stone	37.5mm Down Broken Stone
<u>60</u>	Stone	400mm Down Broken Stone
<u>61</u>	Stone	50mm - 20mm Down Broken Stone
<u>62</u>	Stone	50mm Down Broken Stone
<u>63</u>	Stone	Boulders
<u>64</u>	Stone	Drainage Stone Single Size - 100mm
<u>65</u>	Stone	Drainage Stone Single Size - 35mm
<u>66</u>	Stone	Drainage Stone Single Size - 50mm
<u>67</u>	Stone	Drainage Stone Single Size -150mm
<u>68</u>	Stone	Drainage Stone Single Size -37.5mm
<u>69</u>	Stone	Granular Material (Rock fill) 500mm Class 6B
<u>70</u>	Stone	Grit 6/4mm
<u>71</u>	Stone	Quarry Fines
<u>72</u>	Stone	Screenings - 20 mm Down
<u>73</u>	Stone	Screenings - 25 mm Down
<u>74</u>	Stone	Screenings - 37.5 mm Down
<u>75</u>	Stone	Selected Well Graded Granular Material (Rock Fill) 125mm Class 6C

<u>76</u>	Stone	Single Size Broken Stone - 37.5mm
<u>77</u>	Stone	Single Size Broken Stone - 50mm
<u>78</u>	Stone	Single Size Broken Stone - 75mm
<u>79</u>	Surface Dressing Chips	10/14mm Chippings
<u>80</u>	Surface Dressing Chips	14/20mm Chippings
<u>81</u>	Surface Dressing Chips	2/6mm Chippings
<u>82</u>	Surface Dressing Chips	6/10mm Chippings

Note: Suppliers appointed to the Framework will be invited to tender at Mini-Competition stage by their nominated Contracting Authorities for the products they have priced in the Form of Tender submitted at Framework application stage.

APPENDIX 5: MINI-COMPETITION CONTRACT EVALUATION & AWARD CRITERIA

5.1 Contract Evaluation Criteria

- 5.1.1 Suppliers submitting a response to a Mini-Competition Request for Tender must submit the information listed in the table hereunder, that will be assessed on a Pass/Fail basis. Suppliers shall note that not all of the criteria listed may apply to every Mini-Competition Request for Tender.
- 5.1.2 Only those Suppliers passing all of the following contract evaluation criteria will proceed for assessment in accordance with the contract award criteria set out in part 5.2 below.

Contract Evaluation Criteria		Weighting
1	<p>Compliance with Site specific Requirements</p> <p>Submit confirmation in writing confirming compliance with the requirements of the General Specification set out in Schedule 1 to the Framework Agreement and as more specifically set out in the particular road making materials (supply only) requirements of the Mini Competition.</p>	Pass/Fail
2	<p>Proposed Resources Availability</p> <p>Submit confirmation in writing that the Supplier has sufficient resources and availability to provide the requested road making materials within the specified timeframes, respecting the nominated start and finish dates outlined in the Request for Tender documents.</p>	Pass/Fail
3	<p>Health & Safety Competency of Supplier’s Personnel</p> <p>For all Suppliers Personnel entering a Contracting Authority site, details of the following must be entered on www.supplygov.ie under ‘My Checklist’ -:</p> <ul style="list-style-type: none"> ▪ Solas/Fás Safepass Card, or equivalent ▪ A valid CSCS card for any additional skill covered under the Construction Skills Certification Scheme required in relation to the delivery of the requested Road Making Materials as defined in the Request For Tender 	Pass/Fail
4	<p>Quarry Sources (if relevant)</p> <p>Where Suppliers are sourcing materials from quarries or pits, the Supplier shall submit a list of such quarry sources for checking in regard to the provisions set out section 1.8 of the General Specification in regard to compliance with Waste Management Regulations and Planning and Development Acts, as stated in Section 1.8 of the General Specification and to confirm that all relevant statutory required permits are in place and current.</p>	Pass/Fail
5	<p>Safety Statement (Code of Practice for 3 or Less Employees)</p> <p>The company’s Safety Statement or equivalent document submitted prior to admittance to the Framework Agreement will be assessed for compliance with the provisions set out in the Safety, Health & Welfare at Work Act 2005 and enforcing Regulations.</p>	Pass/Fail

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

5.2 Mini-Competition Contract Award Criteria

- 5.2.1 The Supplier that achieves the highest ranking score by reference to the criteria in the table below will be awarded the Mini-Competition Contract.

Mini-Competition Award Criteria		Weighting	Maximum Marks Available
Most Economically Advantageous Tender: Price (1,000 Marks) (100%)			
Prices will be assessed based on the <u>sum</u> of the prices (ex. VAT) submitted for the required road making material products as follows:			
1a	The supply only of [XX] units of road making materials expressed as <u>total cost</u> for the required quantities of all products specified	100%	1,000
1b	If applicable - the delivery to location(s) specified by the Contracting Authority in the Mini-Competition Request for Tender, expressed as the <u>tendered cost</u> for delivery of the specified quantities to these locations which may be specified in the Mini-Competition Request for Tender.		
1c	If applicable, - additional requirements specified by the Contracting Authority in the Mini-Competition Request for Tender which may give rise to charges associated with deliveries; loading; part loads; standing time; availability of materials; disposal of excess material and/or distances from quarries/batching plants etc.		
Total		100%	1,000

- 5.2.2 The price component(s) and relative weightings will be specified by the Contracting Authority at Mini-Competition Request for Tender stage.
- 5.2.3 The Supplier’s Proposal submitted in response to a Mini-Competition Request for Tender must not exceed the Key Rates tendered by the Supplier in its Application for similar items (**Key Rates**).
- 5.2.4 The lowest total cost tendered for the supply and if applicable the delivery and any other additional specified requirements of the required products (1a + 1b + 1c above) will be awarded 100% of the **1,000** marks available for price.
- 5.2.5 The Supplier’s Proposal submitted in response to a Mini-Competition Request for Tender will set the prices for the Products and price components specified by the Contracting Authority in the Request for Tender. As the requirement for the supply of Products arises, the Contracting Authority will evaluate the Proposals and enter into a Mini-Competition Contract with the most economically advantageous tender. The holding of a Mini-Competition Request for Tender does not constitute a commitment or guarantee from a Contracting Authority to enter into a Mini-Competition Contract with the Supplier and does not guarantee the Supplier that any particular Product will be procured pursuant to the Mini-Competition Request for Tender.
- 5.2.6 The remaining Suppliers for that Mini-Competition will receive a pro rata mark for price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest tendered cost, i.e.

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

- 5.2.7 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.
- 5.2.8 In the event that, after a competition, more than one Supplier are level on marks, the Framework Purchaser reserves the right to either:
- 1) Ask the Suppliers to resubmit prices and continue this process until there is a winner, or

- 2) To divide the project between the equally ranked Suppliers, or
- 3) Award the contract by random selection concluded in an open and transparent forum, or
- 4) To re-tender the project

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

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

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

5.3.1 In addition to the information to be provided when submitting a tender in response to a Mini-Competition Request for Tender (as outlined in part 2.1 above), the preferred Supplier must provide to the Framework Purchaser for their review and approval, prior to formal award of contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Framework Purchaser:

- Satisfactory evidence of insurance submitted online by the Insurance Broker/Company