**Instruction to Tenderers**

for the

Restricted Procedure

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*The*

*Project*

using the

for use with the

**TERM MAINTENANCE AND REFURBISHMENT WORKS CONTRACT**

Office of Government Procurement

Instructions to Tenderers

Restricted Procedure for Works Contractors

using the Term Maintenance and Refurbishment Works Contract

Document Reference ITT-W6 v 1.2

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Department of Public Expenditure & Reform

Government Buildings

Upper Merrion Street

Dublin 2

#### Preface

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|  | The Employer is making these documents available to Candidates for the framework contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose. |

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|  | The Employer makes no representation, warranty, or undertaking in or in connection with these documents. The Employer has not authorised anyone to make any representation in connection with these documents on its behalf, and Candidates should not rely on any representation purportedly made on the Employer’s behalf in connection with them. Neither the Employer nor its officers, employees, or advisers will have any liability in connection with these documents. Candidates must make their own assessment of the adequacy, accuracy, and completeness of these documents. |

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|  | The Employer reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the subject works in another way. If this happens, neither the Employer nor its officers, employees, or advisers will be liable to any Candidate or other person. The Employer also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Employer does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone. |

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|  | Neither the Employer nor its officers, employees, or advisers have any responsibility for Candidates’ costs or losses in connection with this competition. There will be no contract between any Candidate and the Employer concerning the subject of these documents (except for the Candidate’s irrevocable offer to be bound by its Tender for the period stated) unless and until the Contract has been entered by issue of a Tender Acceptance. These Instructions will not be part of any Contract. |

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|  | These documents are being made available on the terms stated in these Instructions. They are not being distributed to the public, and have not been filed, registered, or approved in any jurisdiction. Possession or use of these documents contrary to any law is prohibited. Candidates must inform themselves of and observe all laws concerning the possession and use of these documents. |

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|  | Candidates must treat these documents, their Tenders, and their participation in this competition as confidential. Candidates must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law. |

 Continued on next page

Preface, Continued

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|  | The Employer is entitled to disclose information about this competition, including the identity of the Candidates, to any person. If a Candidate considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. The Employer will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003, but is not bound by the Candidate’s view. |

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|  | If a Candidate, or its personnel involved in this competition, or its management, or its proposed consultants or subcontractors (including Specialists), have or have had any other interest in or involvement in relation to the subject works (including any involvement with the Employer or any involvement with another Candidate’s Tender), the Candidate must disclose this to the Employer as soon as it becomes apparent to the Candidate. The Employer will decide on the appropriate course of action. |

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|  | It will be a condition of the award of the Contract that the Candidate must comply with the terms of Department of Finance Circular 43/2006[[1]](#footnote-1): Tax Clearance Procedures: Public Sector Contracts, or any replacement. (See section 10.3.)Candidates may obtain information regarding their obligations concerning* taxation from the Revenue Commissioners (www.revenue.ie)
* environmental protection from the Environmental Protection Agency (www.epa.ie)
* employment protection and working conditions from the National Employment Rights Authority (www.employmentrights.ie)
 |

#### 1. Introduction

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| 1.1 This procedure | The Employer has sent a contract notice for the Works to etenders. The Candidates have submitted responses to the Suitability Questionnaires and those that have been pre-qualified and shortlisted are being invited to participate in a tender competition. These documents set out the award criteria and the evaluation and award process which will be followed by the Employer in making the assessment of which tender is either (i) the most economically advantageous or (ii) lowest price only depending on the award criterion stated in Appendix 3 to these Instructions. The documents also set out the information which must be supplied by Candidates. Tenders must be submitted in compliance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Employer. |

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| 1.2 These documents | These documents are being sent to all the Candidates.Documents (when fully completed by the relevant parties) to be included in the Contract * Volume A: Works Requirements
* Volume B: Form of Tender and Schedule
* Volume C: Pricing Document
* Volume D: Framework or Standard Agreement depending on which option is stated in the Particulars; Term Maintenance and Refurbishment Works Contract; model form Project Supervisor Appointment; Task Order and Rates of Pay and Conditions of Employment Certificate

Any post tender clarifications that are to be part of the contract will be attached to the Tender Acceptance. |

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| **1.3 Documents outside the Contract** | These Instructions; any other information issued to Candidates not stated to amend the Contract documents and any information submitted with Tenders and not called for in these Instructions will not form part of any Contract. |

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| **1.4** **Lots and Number of Contracts** | The lots (if any) and the number of Contracts the Employer expects to award for each lot (if there are sufficient compliant tenders) are listed in the Particulars. |

#### 2. Communications

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| 2.1 Contact | All communications with the Employer concerning this competition must be in writing (which includes email), and with the Employer’s contact person identified in the Particulars (as may be amended by supplemental information – see Section 2.2 below). |

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| 2.2 Supplemental information | The Employer may issue supplemental information to all Candidates. Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will become part of the Contract only if it is stated to amend the Contract documents. The Employer will not normally issue supplemental information later than the date stated in the Particulars. |

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| 2.3 Queries | Queries may be raised in writing by post (or email if an address is provided in the Particulars) using the Employer’s contact details for queries stated in the Particulars. Queries must be raised as soon as possible; and should be raised in any event no later than when stated in the Particulars although the Employer may at its discretion respond to queries raised after that date. The Employer has no obligation to respond to queries. If the Employer responds to a query, it will send the response to each Candidate, unless the Candidate has clearly designated the query as confidential. If the Candidate has designated the query as confidential, and the Employer decides that the response should be sent to all Candidates, the Employer will so notify the Candidate asking the query, who will have the option of withdrawing the query or having any response sent to all Candidates. The Employer may exercise its rights under section 2.2 of these Instructions and issue any information it considers appropriate to all Candidates following withdrawal of the query. Responses to queries will not be part of the Contract, unless they state that they are amending the Contract documents.If a Candidate becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, they must immediately notify the Employer, even after the time for submitting queries has expired. |

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| 2.4 Prequalification | A Candidate wishing to change any of the information in its prequalification submission for this competition must do so by written request to the Employer. The Employer may decide, at its discretion, whether to accept or reject the change.  |

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| 2.5 Other | As indicated in the Particulars |

#### 3. Candidates

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| 3.1 Name | Each Candidate must sign the Form of Tender using the Candidate’s full correct legal name. This must be the name in which the Candidate pre-qualified, and was invited to tender. |

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| 3.2 Joint Ventures | If a Candidate is one or more human or legal persons (such as a partnership, joint venture of consortium), each of them must sign the Form of Tender. |

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| 3.3 Mandatory Exclusion | Although invited to tender, a Candidate shall be excluded if, to the Employer’s knowledge at the time of the award decision, it has been convicted of an offence involving* participation in a prescribed criminal organisation or
* corruption or
* fraud or
* money laundering.
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| 3.4 Discretionary Exclusion | Although invited to tender, a Candidate may be excluded if, at the time of the award decision, it* is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities’ Contracts) Regulations 2006 or
* has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Candidate or
* has committed grave professional misconduct provable by means that the Employer can demonstrate or
* has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Candidate ordinarily resides or carries on business or
* has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Candidate ordinarily resides or carries on business or
* has provided a statement or information to the Employer or another contracting authority knowing it to be false or misleading, or has failed to provide to the Employer or another such contracting authority a statement or information that is reasonably required by the Employer or other authority for the purpose of awarding the public contract concerned.
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**4. Requirements for Tenders**

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| 4.1 Delivery | Tenders must be received at the place stated in the Particulars, at or before the latest time stated in the Particulars (or a later date and time advised by the Employer to all Candidates) in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.The completed tender documents should be sent in the manner described in the Particulars i.e. by registered post or delivered by hand [Faxed or emailed submissions will not be accepted] to the address stated in the Particulars. It is the responsibility of Candidates to obtain a receipt, indicating time when submission was received, from the Contracting Authority.Tenders received late will not be considered.All Tenders received on time will be opened promptly after receipt. |

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| 4.2 Tender Documents  | Tenders must include all the documents listed in Appendix 1. |

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| 4.3 Format | The original Pricing Document (Volume C) must be returned completed in ink. If Volumes B or C have been amended by supplemental information, Candidates must use the most recently issued versions. If replacement pages are issued as supplemental information, Candidates must insert the most recently issued pages in place of the replaced pages.No amendments or alterations to the Form of Tender or attached Schedule are permitted. Any such amendments/alterations may result in the Candidate’s tender being rejected.Tenders must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars. |

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| 4.4 Language | Tenders and all information included with them must be in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language. |

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| 4.5 Qualification | Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not specified in these documents. |

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| 4.6 Consistency with suitability assessment | Subject to 2.4, tenders must be consistent with the Candidate’s suitability assessment submissions for this competition. Otherwise, the tender may be disqualified at any time during the competition. |

*Continued on next page*

**3. Candidates,** Continued

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| 4.7 Pricing | Unless otherwise stated, all sums given in Tenders must be in euro, to two decimal places. Candidates must not insert additional items in the Pricing Document, except where permitted to do so by the Pricing Document, or make any alterations to the Pricing Document.Amounts must be included wherever required in the Pricing Document. Blank spaces, the terms ‘nil’ or ‘included’, or dashes or the like must not be used. Where zero is a permitted entry, it must be stated as ‘0.00’.Candidates must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Candidate to benefit disproportionately from clause 6.2 of the Conditions. Each amount in the Pricing Document must cover the full inclusive value (excluding value-added tax) of the relevant work, and, where applicable, a balanced allocation of the Notional Tender Total.All items and quantities in the Pricing Document must be priced.Candidates must not use negative rates or prices, or omit rates, or use zero rates, in the Pricing Document.If any tender does not comply with this section, the Employer may proceed according to sections 5 or 6. |

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| 4.8 Value-Added Tax | Unless otherwise stated, all amounts in these documents exclude value-added tax (VAT).  |

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| 4.9 Project Supervisor  | The Contractor or its nominee will be appointed as project supervisor for the construction stage under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Particulars. In this case the Contractor or its nominee will be required to accept appointment on the terms set out in the form of appointment in Volume D. |

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| **4.10 Specialists**  | It will be evident from the Schedule (in volume B) if the Contractor is required to enter into subcontracts with Specialists. If so, terms tendered to the Employer by those Specialists are in Appendix 2 to these Instructions. |

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| 4.11 Tender execution  | The Form of Tender must be signed as follows:* if the Candidate is a company, the signature must be that of a director and the execution must be witnessed;
* if the Candidate is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
* if the Candidate is a company registered elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. If so requested by the Employer a legal opinion that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered following the submission of tenders and must be provided at the Candidate’s cost.
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#### 5. Non-Compliant Tenders

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|  | If a Candidate fails to comply in any way with these Instructions, the Employer may (but is not obliged to) disqualify the Candidate concerned and reject any Tender concerned as non-compliant, and, without prejudice to this right, the Employer may (but is not obliged to) seek clarification or further information (that does not materially alter a Tender) from the Candidate in respect of the relevant tender or take any other step permitted by law, including the principles of equal treatment, non-discrimination, transparency and proportionality. |

#### 6. Corrections, unbalanced and abnormal tenders and rates

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| 6.1 Errors | The Employer may, without any responsibility for this, examine the Pricing Document for errors in addition or extension. If there is an error in extension, the rate will be adjusted, so that the extension remains the same.If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the Notional Tender Total remains the same. This will apply if the total of the tendered and extended rates and prices (with value-added tax added if applicable) does not add up to the Notional Tender Total.The Employer will decide which amounts and rates are to be adjusted.No adjustment made under this section will affect the Notional Tender Total.The Employer reserves the right to open all Pricing Documents from tenderers without the need to revert to the tenderers for permission. |

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| 6.2 Unbalanced Tenders | If, in the Employer’s opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 6.1 above) do not reflect a balanced allocation of the Notional Tender Total, the Employer may (but is not obliged to) do either or both of the following:* require the Candidate to provide a breakdown of any tendered amounts, to show that they reflect a fair allocation of the Notional Tender Total and
* invite the Candidate to adjust rates or prices tendered in the Pricing Document, but without adjusting the Notional Tender Total.

If, having considered the information provided, the Employer is of the view that the Candidate’s tendered rates or prices in the Pricing Document do not reflect a balanced allocation of the Notional Tender Total, the Employer may reject the tender. |

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| 6.3 Abnormally low tenders, abnormally high or low rates or prices | If, in the Employer’s opinion, any tendered amounts are abnormally low or abnormally high, the Employer may require the Candidate to provide details of their constituent elements of the Notional Tender Total or the tendered amounts. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities’ Contracts) Regulations 2006. Any failure to provide such information, when requested, may exclude the tender from further consideration. If, having considered the information provided, the Employer is of the view that any tendered amounts are abnormally low or abnormally high, the Employer may reject the Tender.[Employers should exercise with caution the rights reserved by this section 6. In most cases, it is expected that Candidates will be best judge of their own costs. (delete this note before issue of these Instructions)] |

#### 7. Assessment of Tenders

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| 7.1 Award Criterion | The award criterion is: (i) the Most Economically Advantageous Tender meeting the specified minimum criteria (if any) or (ii) the lowest price only depending on what is stated in Appendix 3 to these Instructions.The assessment of the Most Economically Advantageous Tender (if applicable) will be made on the basis of the award criteria in Appendix 3. |

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| 7.2 Clarification | The Employer may seek clarification or further information or both from one or more Tenderer in relation to its tender submission. The Employer may meet with one or more Tenderer for these purposes. The Employer will confirm to the Tenderer concerned in written minutes any clarification arising from a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also section 8.4. |

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| 7.3 Compliance | The Employer may assess whether any of the grounds for exclusion in section 3.4 or 3.5 above apply. The Employer may assess whether Tenderers continue to meet the criteria on which they were selected for invitation to tender. The Employer will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 6 above.Following the assessments under this section, the Employer may proceed according to sections 5 or 8 whichever is appropriate. |

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| **7.4 Assessment of comparative cost** | The quantities in the Pricing Document are notional quantities for the purpose of arriving at the Notional Tender Total for tender assessment purposes only.  |

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| **7.5 Change in circumstances** | If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Employer, in a tender or otherwise, including in a Suitability Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Employer as soon as it becomes aware of this. If it comes to the Employer’s attention that* + there has been a change in circumstances concerning a Tenderer that could affect the Employer’s assessment of that Tenderer’s tender or
	+ information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Employer may (but is not required to) revise its assessment of the Tenderer’s tender on the basis of the information then available to the Employer. |

8. Award Process

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| 8.1 Notification | As soon as practicable after reaching the award decision, the Employer will inform all Tenderers of the decision. The notification to the Tenderer to whom the Employer has decided to make an award will be in the form of a *Letter to Successful Tenderer* (R.na7) and the notification to the other Tenderers will be in the form of the *Letter to Unsuccessful Tenderer* (R.na8). The *Letter to Successful Tenderer* (R.na7) will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Tender Acceptance*.The Employer will not issue the *Tender Acceptance* earlier than any period that may be stated in the *Letter to Successful Tenderer* (R.na7) or in the *Letter to Unsuccessful Tenderer* (R.na8). |

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| 8.2 Letter to Successful Tenderer | The Employer may issue to the Tenderer who submitted the Most Economically Advantageous Tender or Lowest Price Tender a *Letter to Successful Tenderer* (R.na7) requiring that Tenderer to submit to the Employer any or all of the following:* evidence of the insurances required by the Contract
* a Tax Clearance Certificate or demonstrate a satisfactory level of sub-contractor tax compliance from the Revenue Commissioners[[2]](#footnote-2)
* any required appointment as project supervisor for the construction stage or the design process and the construction stage
*

If the Tenderer to whom such a *Letter to Successful Tenderer*  is addressed does not submit the documents as required within the time allowed, the Employer may* proceed according to the process in section 8.1 above to initiate award to the Tenderer who submitted the next Most Economically Advantageous or Lowest Price Tender or
* allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or
* issue the *Tender Acceptance* to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided).
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| 8.3 Tender Acceptance | The Employer may issue the *Tender Acceptance* at any time during the Tender validity period referred to in the Form of Tender.Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be referred to in the *Tender Acceptance*. |

Continued on next page

8. Award Process, Continued

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| **8.4 The Agreement** | Following issue of the *Tender Acceptance*, the Employer will inform the Contractor of the arrangements for the completion of the Agreement.There are two forms of Agreement, the first; the Standard Agreement is where the Term Maintenance and Refurbishment Contract is awarded as a standalone contract.The second; the Framework Agreement is where the Term Maintenance and Refurbishment Contract is awarded as a single operator Framework Agreement.The Particulars will indicate which Agreement is to be completed.Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be attached to the Agreement, and will be included in the Contract. |

Glossary of terms used in these Instructions

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|  | Terms defined in the Conditions of the Contract identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

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| Term | Meaning |
| Candidate | a person (or group of persons) that has been invited to submit a Tender |
| Contract | the Framework Agreement or the Agreement that may be awarded by the Employer at the end of this competition |
| this competition | the award process for which these Instructions are issued |
| these documents | These Instructions and the invitation letter and other documents issued with it and any additional information issued by the Employer to Candidates in connection with the competition |
| Notional Tender Total | the notional total amount stated in a completed Pricing Document. |
| These Instructions | * this volume, including the Preface at the start, Particulars and Appendices
* other information or instructions issued by the Employer to Candidates in connection with the competition not stated to amend the Contract documents
 |
| Tender | a tender for the Contract, including the completed Form of Tender, completed Schedule and completed Pricing Document |
| Tenderer | A Candidate that has submitted a tender is designated a tenderer [2004/18/EC Article 1(8) and SI No 329 0f 2006 Regulation 3(1)] |
| Tender Acceptance | the means by which the Contract is awarded. The Employer completes the ‘Tender Accepted’ section of the successful tenderer’s Form of Tender and returns it to the successful tenderer. |

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#### Particulars

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tender (ITT).

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| Tender for | TITLE OF CONTRACT  |
| comprising | General description of the Works  |
| At | Location of the works  |
| For | NAME OF EMPLOYER  |
| Using (Instructions section 1.2) |  for use with the form of Conditions set out in the Maintenance and Refurbishment Works Framework Contract (PW-CF11) published on [www.constructionprocurement.gov.ie](http://www.constructionprocurement.gov.ie) on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date). |

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| Employer’s contact details(Instructions sections 2.1, 2.3) | Contact name  |
|  | Address  |
|  | Phone:      Email:       | Fax:       |

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| Supplemental Information and Queries(Instructions sections 2.2, 2.3) | Latest date for queries | dd-mm-yyyy (14 days before latest time for receipt of Tender)  |
| Date after which Employer will not normally issue supplemental information or responses to queries | dd-mm-yyyy (8 days before latest time for receipt of Tender)  |

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| Tender Date(Instructions section 5.1) | Latest date and time for submission of Tenders: dd-mm-yyyy hh:mm  |

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| Tender submissions (in writing) must be sent to(Instructions section 5.1)  | Contact name |
|  | Address |

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| Delivery by(Instructions section 5.1) | Hand or registered prepaid post. Tenderers should obtain a signed receipt acknowledging delivery. |

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| Copies(Instructions section 5.3) | Number of Paper Copies of Tender | One  |
|  | Number and type of Electronic Copies of Tender: | Not applicable  |

|  |  |
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| Other(Instructions section 2.5) | Not Applicable  |

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| Format of Tender Submissions(Instructions section 5.4) | Candidates should submit their tender in a sealed envelope or box (the “Outer Envelope[[3]](#footnote-3)”) containing one or a series of separate sealed envelopes or boxes, each containing one or more separate bound folder for each of:. * completed Form of Tender and Schedule (Volume B)
* completed Pricing Document (Volume C)

Each envelope or box within the Outer Envelope must be clearly marked with the name of the Candidate, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example “Tender of ABC Limited for [contract title], Volume B; Form of Tender and Schedule copy 1, master”.  |

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| Language(Instructions section 5.5) | English |

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| Lots and Number of Contracts expected to be Awarded for each (Instructions section 1.4) | Lot | Contracts |
| Not Applicable |       |
| Not Applicable |       |
| Not Applicable |       |
| Not Applicable |       |
| Not Applicable |       |

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| Project Supervisor (Instructions section 4.9) | Contractor (or its nominee) be appointed Project Supervisor for Construction Stage. |

**Appendix 1: Tender Return Documents**

 (Section 4.2 of these Instructions)

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| --- | --- |
|  | * Completed Form of Tender and Schedule (Volume B)
* Completed Pricing Document (Volume C)
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**Appendix 2: Specialist Contract Terms Tendered to the Employer**

(Section 4.10 of these Instructions)

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**Appendix 3: Award Criteria**

 (Section 7.1 of these Instructions)

1. Refers to Section 7.1 of these Instruction

If the award criteria below indicate that the Notional Tender Total will receive 100% Weighting then the Award Criterion for the contract shall be lowest price only. Where other award criteria are included and the Notional Tender Total receives less than 100% Weighting then the Award Criterion for the contract shall be Most Economically Advantageous Tender (MEAT).

The award criteria are as follows:

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| **Criterion** | **% Weighting** |
| Notional Tender Total (from Volume B) |      % |
|       |      % |
|       |      % |
|       |      % |
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|  | 100% |

**2.** The score for Notional Tender Total will be assessed as follows: Each tender will be given a score using the following formula:

S **=** () **x** M

where

S is the score to be given to a tender for the criterion “Notional Tender Total”

T is the Notional Tender Total derived from the tender in question

L is the lowest Notional Tender Total from the compliant tenders received

H is the highest Notional Tender Total from the compliant tenders received

M is the maximum score for the criterion.

3. [For each criterion other than “Lowest Notional Tender Total” each tender will be given a provisional score. The final score to be given to each tender for the criterion will be derived from the following

S **=** (1 -()) **x** M

where

S is the final score to be given to a tender for the criterion.

T is the provisional score awarded to the tender in question for the criterion

L is the lowest provisional score awarded to a compliant tender for the criterion.

H is the highest provisional score awarded to a compliant tender for the criterion.

M is the maximum score for the criterion in question[[4]](#footnote-4).

(4) The tenders with the highest overall score will be the most economically advantageous. If there is a tie, the tender(s) with the lowest “Notional Tender Total” will be the most economically advantageous among the tied tenders.

1. As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at <http://www.revenue.ie/en/tax/rct/subcontractor.html>  Note that the changes relate to use of the C2 only [↑](#footnote-ref-1)
2. As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at <http://www.revenue.ie/en/tax/rct/subcontractor.html>  Note that the changes relate to use of the C2 only [↑](#footnote-ref-2)
3. This may be an outer box with sealed wrapping. [↑](#footnote-ref-3)
4. This is proposed for consideration as a way of making maximum use of the range. [↑](#footnote-ref-4)