

# **INSTRUCTIONS DOCUMENT**

**FOR**  
**REQUEST FOR APPLICATIONS**  
**FOR**  
**APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT**  
**FOR**  
**THE SUPPLY OF BITUMEN EMULSIONS**

<b>APPLICATION REFERENCE NUMBER:</b>	<b>BITUMEN EMULSIONS 2016</b>
<b>CLOSING DAY:</b>	<b>MONDAY</b>
<b>CLOSING DATE:</b>	<b>9<sup>th</sup> NOVEMBER 2015</b>
<b>CLOSING TIME:</b>	<b>15:00</b>
<b>DATED ISSUED:</b>	<b>28<sup>th</sup> SEPTEMBER 2015</b>

**Please Return Applications in Hard Copy to :**

**Application Ref: Bitumen Emulsions Framework 2016**  
**Reception,**  
**Transport Infrastructure Ireland (TII)**  
**Parkgate Business Centre,**  
**Parkgate Street,**  
**Dublin 8,**  
**Ireland**  
**D08 YFF1**  
***For the Attention of Tony Redmond***

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## 1.0 INTRODUCTION

### 1.1 General

- 1.1.1 Transport Infrastructure Ireland (TII) acting as the Central Purchasing Body (CPB) is coordinating the establishment of a Framework of Suppliers/Contractors on behalf of the Contracting Authorities listed in **Appendix 1**.
- 1.1.2 The purpose of this competition is to establish a Multi-party Framework for the procurement of Suppliers/Contractors of Bitumen Emulsions to the Contracting Authorities.
- 1.1.3 It is anticipated that the Framework will commence in **December 2015** and that the term of the Framework will be for **13 months** (until the end of calendar year 2016) from establishment, with an option to TII of an extension of up to a further 12 months (until the end of calendar year 2017), subject to available budgets and other factors.
- 1.1.4 TII invites Applications from Suppliers/Contractors who wish to be included on this Framework for Supply of Bitumen Emulsions.
- 1.1.5 The Suppliers/Contractors that are admitted to the Framework will be invited to participate in mini-competitions by the Contracting Authorities for the provision of supplies and services described herein. Other than as strictly provided for in the Public Procurement Regulations (SI 329 of 2006), the Framework will only be concluded when the number of Suppliers/Contractors admitted to the Framework is not less than 3.
- 1.1.6 The Mini-Competitions will be run on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the Framework Agreement. Details are set out hereunder in Part 3.3.
- 1.1.7 All information relating to this Framework, including instructions, clarifications and changes, is being published on the Irish Government's eTenders website ([www.etenders.gov.ie](http://www.etenders.gov.ie)) only.
- 1.1.8 **Appendix 5** 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 SUPPLIERS/CONTRACTORS

### 2.1 General

- 2.1.1 The appointment to this Framework is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the application process comprises Directive 2004/18/EC of the European Parliament and of the Council, on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006, S.I. No. 329 of 2006.
- 2.1.2 The total value of contracts that will be awarded pursuant to this Framework will exceed the threshold for the application of the EU Procurement Directives. TII published a contract notice on the Official Journal of the EU (OJEU) and on the [www.etenders.gov.ie](http://www.etenders.gov.ie) website on **September 28<sup>th</sup> 2015**.
- 2.1.3 If a Supplier/Contractor becomes aware of any ambiguity, discrepancy, error or omission in or between these documents, it must immediately notify TII, even after the date specified in Section 2.4.2 has passed.
- 2.1.4 Notification of a modification to this Request for Applications shall be issued at least **six days (6)** prior to the Closing Date indicated on [www.etenders.gov.ie](http://www.etenders.gov.ie) and shall be issued as an addendum to, and shall be deemed to constitute part of, the Request for Applications. If necessary, TII will amend the Closing Date in order to comply with this requirement.
- 2.1.5 Applications for admittance to the Framework will be assessed in accordance with the Framework Evaluation Criteria set out in Part 3.0 hereunder. If a Supplier's Application for admittance to the Framework is successful, the Supplier/Contractor will be invited to enter into the Framework Agreement by formally signing the *Multi-party Framework Agreement for the Supply of Bitumen Emulsions* - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 2.1.6 Contracting Authorities as listed in **Appendix 1** will issue a Request for Mini-Tenders to all those appointed to the Framework who have registered interest in their particular location.
- 2.1.7 This competition supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authorities and Suppliers/Contractors in relation to the subject matter of this competition, and Suppliers/Contractors should place no reliance on such previous documentation and correspondence.

### 2.2 Applications to the Framework and Duration of the Framework

- 2.2.1 TII expect to set up the Framework for a period of 13 months in accordance with the indicative timetable set out in **Appendix 2** but reserves the right to extend the Term of this Framework for a period of up to 12 months on the same terms and conditions, subject to TII's obligations at law.
- 2.2.2 The Suppliers/Contractors should study the contents of these Instructions carefully, including the information and documents contained in the Appendices and Schedules and complete all of the requirements set out therein. Failure to provide all the requested information may result in your Application being deemed non-compliant and the Application may be rejected. The Suppliers/Contractors attention is drawn to Sections 2.4 to 2.6 in particular.
- 2.2.3 TII's detailed requirements in relation to this competition are set out in the General Specification Document hereunder in **Schedule 1**. Suppliers/Contractors are required to confirm in their Applications that the quality of their proposed products complies with the General Specification Document in this Schedule.
- 2.2.4 TII will not accept responsibility for information relayed (or not relayed) via third parties.

- 2.2.5 If the Supplier/Contractor alters or edits these Instructions, that Supplier/Contractor's Application may be deemed non-compliant and may be rejected.
- 2.2.6 TII reserves the right to update, delete, vary, extend or alter this Request for Applications and the information and documents contained herein at any time by notice by email to Suppliers/Contractors.
- 2.2.7 Each Supplier/Contractor's costs will be their sole liability. TII has no obligation to reimburse the Supplier/Contractor in respect of costs incurred by it in the preparation of its Application or otherwise as a result of its participation in the process, whatsoever or howsoever arising.
- 2.2.8 Suppliers/Contractors entering into the Framework Agreement will be required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at [www.Supplygov.ie](http://www.Supplygov.ie) (formerly [www.LAQuotes.ie](http://www.LAQuotes.ie)) prior to award at Mini-Competition stage.

### 2.3 Bitumen Emulsion Products – Division into Lots

2.3.1 This framework will be divided into two (2) lots, as follows -:

- (i) Lot **1** provides for **pricing** for Supply Only of Bitumen Emulsion products
- (ii) Lot **2** provides for **pricing** for the Supply & Spraying of Bitumen Emulsion products

Note : Since delivery charges vary by Contracting Authority, such charges are not to be included in the tender prices to be submitted at Framework stage for these Lots.

### 2.4 Submission of Applications

2.4.1 Applicants are required to submit the following documents, signed where indicated -:

- 1) Form of Tender and Pricing included in **Schedule 2** for the following Bitumen Emulsion products -:
  - a) 70% Cationic Bitumen Emulsion C69B 3
  - b) 65% Cationic Bitumen Emulsion C65BP 3
  - c) 40% Cationic Bitumen Emulsion C40B 4
  - d) Polymer Modified Emulsion C72BP 3 Cohesion  $\geq 1.2$  Joules/cm<sup>2</sup>
  - e) Polymer Modified Emulsion C72BP 3 Cohesion  $\geq 1.4$  Joules/cm<sup>2</sup>
- 2) Current Tax Clearance Certificate
- 3) Declarations for (all as per Appendix 3) -:
  - a) Economic and Financial Standing
  - b) Parent Company Guarantee (If applicable)
  - c) Safe Pass/CPC/CSCS
  - d) Health & Safety Legislation
  - e) Insurances
  - f) Pay Rates
  - g) Construction Product Regulations
  - h) No Conflict of Interest
  - i) Supplier/Contractor's Personal Situation
- 4) Evidence demonstrating Technical & Professional ability (per Appendix 3/Schedule 4)

2.4.2 Applications must be **submitted in hardcopy and delivered no later than 15:00hrs Irish Time on Friday, 9<sup>th</sup> November 2015** ("the Closing Date").

2.4.3 Please return the signed original of all documents.

2.4.4 The Application must be parceled, securely sealed, **labeled** and delivered to the following address:

**Application Ref: Bitumen Emulsions Framework 2016**

**Reception,  
Transport Infrastructure Ireland (TII)  
Parkgate Business Centre,  
Parkgate Street,  
Dublin 8,  
Ireland  
D08 YFF1.  
*For the Attention of Tony Redmond***

2.4.5 Submitted parcels shall be labeled only as indicated above and shall be free from any identifying company markings.

2.4.6 No part of the Application will be returned to the Supplier/Contractor.

2.4.7 It is the responsibility of each individual Supplier/Contractor to ensure that its Application is delivered to TII by the noted deadline. Responsibility for proof of delivery to the correct location before the Closing Date rests with the Supplier/Contractor.

## **2.5 Format of Submissions**

2.5.1 The Application and all accompanying documents are to be in the English language.

2.5.2 All information is required to be submitted in **hard copy** by the Supplier/Contractor and be in loose leaf format in a twin ring binder only. Pages in documents should not be stapled together or bound in any other way.

2.5.3 Applicants are required to submit their Applications in the format set out in the Form of Tender Document attached as **Schedule 2** herein, and to submit the required accompanying documents as listed in paragraph 2.4.1 above.

## **2.6 Price**

2.6.1 Suppliers/Contractors are required to complete the Bitumen Emulsions Pricing Schedule encompassed as part of the Form of Tender Document, included herein at **Schedule 2**.

2.6.2 Tender prices shall be in Euro (€) and all prices must be exclusive of VAT.

### **2.6.3 Product Prices**

- (i) Prices tendered on the Application Date (**9<sup>th</sup> November 2015**) for the Bitumen Emulsion products (the "Product Prices" - See **Schedule 2**), will be used for the purpose of the Framework Evaluation process.
- (ii) The prices tendered will set 'ceiling rates' for the product **Base Prices** that will be established for each Contracting Authority at Mini-Competition stage. i.e. the product Base Prices shall not exceed the rates submitted at Framework application stage.
- (iii) Thereafter, these 'ceiling rates' will not apply to the monthly updating of the established Base Prices provided for in this Framework.

### **2.6.4 Delivery Rates**

Suppliers/Contractors are not required to submit Rates for Delivery at Framework Application stage. Instead, these rates will be requested by each individual Contracting Authority at Mini-Competition stage and will form part of the Contract Award Criteria for those competitions.

### 2.6.5 **Spraying Service and Waiting Time Rates**

Suppliers/Contractors are not required to submit Rates for Spraying Service or Waiting Time as part of their Application. Instead, these rates will be requested, if required, by each individual Contracting Authority at Mini-Competition stage and may form part of the Contract Award Criteria for those competitions, as per Part 3.3 hereunder.

## **2.7 Termination from the Framework**

2.7.1 A Supplier/Contractor may be terminated from the Framework pursuant to the terms of the *Multi-party Framework Agreement for the Supply of Bitumen Emulsions* contract.

2.7.2 The Framework may be terminated at any time during the 13 month period noted and/or during any extension period if applicable, at the sole and absolute discretion of TII.

## **2.8 Communications and Clarifications**

2.8.1 It is mandatory that all Suppliers/Contractors provide an email address for receiving correspondence during the Evaluation Period and also for the Mini-Competitions. All Mini-Competitions will be conducted through [www.Supplygov.ie](http://www.Supplygov.ie).

2.8.2 Any and all queries from Suppliers/Contractors in relation to the requirements of this Request for Applications shall be submitted directly to TII. Such queries are to be submitted online only through [www.etenders.gov.ie](http://www.etenders.gov.ie) no later than **10 days** prior to the deadline for the receipt of Applications.

2.8.3 TII will endeavour to respond to all reasonable queries received without delay but, in any case, no later than **6 days** prior to the deadline for the receipt of Applications, but does not undertake to respond to all queries received.

2.8.4 Subject to Paragraph 2.8.5, the query and TII's response will, where appropriate, be communicated to all Suppliers/Contractors, without disclosing the name of the Supplier/Contractor who initiated the query.

2.8.5 If a Supplier/Contractor 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 TII, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law.

2.8.6 During the Evaluation Period, clarification of submitted content may be sought via e-mail from Suppliers/Contractors. Response to requests for clarification may not materially change any of the elements of the submitted Application.

2.8.7 Where TII 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.

2.8.8 Suppliers/Contractors are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is the responsibility of the Supplier/Contractor to ensure that they fully understand the requirements of these Instructions. Where a Supplier/Contractor does not fully understand the requirements, the query should be submitted on [www.etenders.gov.ie](http://www.etenders.gov.ie), pursuant to paragraph 2.8.2 above.

2.8.9 If a Supplier/Contractor fails to comply in any way with these Instructions, TII may (but is not obliged to) disqualify the Supplier/Contractor concerned and reject its Application. Without prejudice to this right, TII may (but is not obliged to) seek clarification or further information from the Supplier/Contractor (that does not materially alter its Application) or take any other step permitted by law.

**2.9 No Collusion**

2.9.1 By submission of an Application, the Supplier/Contractor 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 Supplier/Contractor 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 Supplier/Contractor, directly or indirectly, to any other Supplier/Contractor or competitor, nor will they be so disclosed;
- No attempt has been made or will be made by the Supplier/Contractor to induce any other person or firm to submit or not to submit an Application for the purpose of restricting competition.



## 3.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

### 3.1 General

- 3.1.1 Applications for admittance to the Framework will be checked to ensure that :
- they are complete and include all information required
  - they comply with the requirements of these Instructions by submitting the required information in **hard copy** by the Closing Date
- 3.1.2 In the first instance, Suppliers/Contractors suitability will be assessed in accordance with the Minimum Suitability Criteria set out in **Appendix 3** hereunder.

**Note:** If a Supplier/Contractor submits Declarations that are later discovered to be false, the Supplier/Contractor will be immediately eliminated from the Framework.

- 3.1.3 All Suppliers/Contractors 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) **Lot 1 - Supply only** of Bitumen Emulsion products

Framework Award Criteria (Price Only) – Lot 1		Weighting
<b>Price (500 marks)</b> Prices <u>ex works</u> (excluding delivery charges) will be assessed by a comparative cost analysis for the prices (ex. VAT) submitted for -:		
<b>i)</b>	Supply of 1 Tonne of Cationic 70% Emulsion – C69B 3	<b>20%</b> (100 marks)
<b>ii)</b>	Supply of 1 Tonne of Cationic 65% Emulsion – C65BP 3	<b>20%</b> (100 marks)
<b>iii)</b>	Supply of 1 Tonne of Cationic 40% Emulsion – C40B 4	<b>20%</b> (100 marks)
<b>iv)</b>	Supply of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.2$ Joules/cm <sup>2</sup>	<b>20%</b> (100 marks)
<b>v)</b>	Supply of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.4$ Joules/cm <sup>2</sup>	<b>20%</b> (100 marks)
<b>Total</b>		<b>100%</b>

Award marks (100) will be allocated for each of the products as per the above weighting. Prices will be determined on the basis of the supply of 1 Tonne of each of the products listed. Each of the five products will be scored separately.

The lowest price tendered for a product will be awarded 100% of the 100 marks available for that product and each other price offered for that product will receive a pro rata mark by deducting one percent of the total marks for price for each percentage point difference between the lowest price and the tender price for that product, i.e.

**Tender Price being evaluated – Lowest Tendered Price**

**Lowest Tendered Price**

**X Available Marks For Price**

The marks awarded for each of the five products will be added and the Supplier/Contractor with the highest overall mark will be ranked No. 1 on the framework for **Lot 1**, with the next highest cumulative mark ranked No. 2, etc.

(ii) **Lot 2 - Supply and Spraying** of Bitumen Emulsion products

<b>Framework Award Criteria (Price Only) – Lot 2</b>		<b>Weighting</b>
<b>Price (500 marks)</b> Prices (excluding delivery charges) will be assessed by a comparative cost analysis for the prices (ex. VAT) submitted for -:		
<b>i)</b>	Supply & Spraying of 1 Tonne of Cationic 70% Emulsion – C69B 3	<b>20%</b> (100 marks)
<b>ii)</b>	Supply & Spraying of 1 Tonne of Cationic 65% Emulsion – C65BP 3	<b>20%</b> (100 marks)
<b>iii)</b>	Supply & Spraying of 1 Tonne of Cationic 40% Emulsion – C40B 4	<b>20%</b> (100 marks)
<b>iv)</b>	Supply & Spraying of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.2$ Joules/cm <sup>2</sup>	<b>20%</b> (100 marks)
<b>v)</b>	Supply & Spraying of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.4$ Joules/cm <sup>2</sup>	<b>20%</b> (100 marks)
<b>Total</b>		<b>100%</b>

Award marks (100) will be allocated for each of the products as per the above weighting. Prices will be determined on the basis of the supply of 1 Tonne of each of the products listed. Each of the five products will be scored separately.

The lowest price tendered for a product will be awarded 100% of the 100 marks available for that product and each other price offered for that product will receive a pro rata mark by deducting one percent of the total marks for price for each percentage point difference between the lowest price and the tender price for that product, i.e.

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

The marks awarded for each of the five products will be added and the Supplier/Contractor with the highest overall mark will be ranked No. 1 on the framework for **Lot 2**, with the next highest cumulative mark ranked No. 2, etc.

- 3.1.4 Following the evaluation, all Suppliers/Contractors will be notified of the outcome of the evaluation. Following the expiry of a standstill period, successful Suppliers/Contractors will be invited to enter into the Framework Agreement by formally signing and returning the *Multi-party Framework Agreement for the Supply of Bitumen Emulsions 2016* - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 3.1.5 No amendments to the Framework Agreement will be accepted or negotiated. Should a successful Supplier/Contractor fail to enter into a Framework Agreement in the required form, that Supplier/Contractor shall not be appointed to the Framework. The Framework Agreement includes the terms and conditions of any Mini-Competition Contract awarded to members of the Framework under the Agreement.
- 3.1.6 The appointment of the successful Supplier/Contractor to the Framework does not constitute a commitment or guarantee from TII or any Contracting Authority to purchase supplies or services from the Supplier/Contractor and does not confer any exclusivity on the appointed Supplier/Contractor. TII and Contracting Authorities reserve the right to carry out separate procurement processes for any supplies or services described in this competition from any Supplier/Contractor outside of the Framework, should they, at their sole discretion, consider it appropriate to do so.
- 3.1.7 Successful Framework Suppliers/Contractors will be required to comply with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation, including Safety, Health and Welfare at Work (Construction) Regulations 2013.

## 3.2 Construction Product Regulations

3.2.1 Suppliers/Contractors are reminded of their obligations under Regulation 305/2011 of the European Parliament and of the Council, in particular Article 11, as follows -:

1. *Suppliers shall draw up a declaration of performance in accordance with Articles 4 and 6, and affix the CE marking in accordance with Articles 8 and 9.*

*Suppliers shall, as the basis for the declaration of performance, draw up technical documentation describing all the relevant elements related to the required system of assessment and verification of constancy of performance.*

2. *Suppliers shall keep the technical documentation and the declaration of performance for a period of 10 years after the construction product has been placed on the market.*

3. *Suppliers shall ensure that procedures are in place to ensure that series production maintains the declared performance. Changes in the product-type and in the applicable harmonised technical specifications shall be adequately taken into account.*

*Suppliers shall, where deemed appropriate with regard to ensuring the accuracy, reliability and stability of the declared performance of a construction product, carry out sample testing of construction products placed or made available on the market, investigate, and, if necessary, keep a register of complaints, of non-conforming products and of product recalls, and keep distributors informed of any such monitoring.*

4. *Suppliers shall ensure that their construction products bear a type, batch or serial number or any other element allowing their identification, or, where the size or nature of the product does not allow it, that the required information is provided on the packaging or in a document accompanying the construction product.*

5. *Suppliers shall indicate on the construction product or, where that is not possible, on its packaging or in a document accompanying it, their name, registered trade name or registered trade mark and their contact address. The address shall indicate a single point at which the manufacturer can be contacted.*

6. *When making a construction product available on the market, Suppliers shall ensure that the product is accompanied by instructions and safety information in a language determined by the Member State concerned which can be easily understood by users.*

7. *Suppliers who consider or have reason to believe that a construction product which they have placed on the market is not in conformity with the declaration of performance or not in compliance with other applicable requirements in Regulation 305/2011, shall immediately take the necessary corrective measures to bring that construction product into conformity, or, if appropriate, to withdraw or recall it. Furthermore, where the product presents a risk, manufacturers shall immediately inform the competent national authorities of the Member States in which they made the construction product available to that effect, giving details, in particular, of the non-compliance and of any corrective measures taken.*

8. *Suppliers shall, further to a reasoned request from a competent national authority, provide it with all the information and documentation necessary to demonstrate the conformity of the construction product with the declaration of performance and compliance with other applicable requirements in this Regulation, in a language which can be easily understood by that authority. They shall cooperate with that authority, at its request, on any action taken to eliminate the risks posed by construction products which they have placed on the market.*

### 3.3 Mini-Competitions (for each Lot)

- 3.3.1 Under this Framework, Contracting Authorities will award Contracts by way of Mini-Competition only. The provisions of this Section 3 apply to each Lot.
- 3.3.2 **ONLY SUPPLIERS/CONTRACTORS INCLUDED ON THE FRAMEWORK WILL BE INVITED TO TENDER FOR MINI COMPETITIONS.**
- 3.3.3 Each Contracting Authority shall be limited to running a maximum of two (2) Mini-Competitions per Local Authority or per Local Authority sub-area during the Framework period (December 2015 to December 2016). Where possible, this shall be limited to one (1) competition. If the Framework is extended, additional Mini-Competitions must be run.
- 3.3.4 Local Authorities are permitted if they so choose, to divide their Local Authority into a maximum of **3** sub-areas for the purpose of running separate Mini-Competitions in each sub-area.
- 3.3.5 The first Mini-Competitions are anticipated to be run in early December 2015 and each Contracting Authority will base their demand for the noted products on the respective quantities purchased in 2015. This will facilitate early visibility of expected demand to the Suppliers/Contractors.
- 3.3.6 The quantities tendered in any Mini-Competition are not absolute and may be subject to fluctuation depending on available funding, weather, etc.. Accordingly, the quantities to be purchased by the Contracting Authorities during the Framework period may increase or decrease from that outlined in the Mini-Competitions.
- 3.3.7 The relevant Contracting Authority shall issue the Mini-Competition to all Suppliers/Contractors appointed to the Framework via the [www.Supplygov.ie](http://www.Supplygov.ie) (formerly [www.LAQuotes.ie](http://www.LAQuotes.ie)) system.
- 3.3.8 Suppliers/Contractors listed on the Framework may only submit one tender in response to a Request for Mini Tenders.
- 3.3.9 Suppliers/Contractors shall comply with any procedures, processes, time limits, instructions or other requirements as issued by the relevant Contracting Authority in relation to the Mini-Competition and shall bear any and all costs associated therewith. Suppliers/Contractors shall be required to meet the requirements as published for each Contract and to complete or submit all other information as requested prior to the award of any contract.
- 3.3.10 The Pricing Schedule to be used for the Mini-Competitions is included as **Schedule 5** of these Instructions and sets out the schedule of items to be priced at Mini-Competition stage. Note that not all items included in the Schedule may be included in every Mini-Competition, and that Contracting Authorities may add other items where necessary.
- 3.3.11 **Product Prices**
- (i) Prices tendered at the first Mini-Competition Tender Date (c. December 2015) for the Bitumen Emulsion products sought by the Contracting Authority (together the "Product Prices"), will be used in the MEAT Evaluation for the Mini-Competition.
  - (ii) Tenders for all required products will be scored, evaluated and ranked as set out in these instructions.
  - (iii) Suppliers/Contractors who submit tenders in response to a Mini-Competition should note the requirements of section 2.6.3 in regard to the product prices previously tendered under this Framework competition.
  - (iv) The prices tendered by each Tenderer at the first Mini-Competition will establish the Base Prices from each Tenderer to the relevant Contracting Authority for that Mini-Competition, for the Bitumen Emulsion products to be purchased during 2016.
  - (v) For the purpose of addressing market fluctuation, the established Base Prices will be adjusted by each Supplier/Contractor thereafter, no later than the 3<sup>rd</sup> working day of every month, in accordance with the Platts Index, as follows -:

On the scheduled dates set out below of every month, each Supplier shall email the Contracting Authority detailing the update to their Base Prices (tendered at Mini-Competition Stage) by reference to movements in the price of 3.5% HFO Cargo FOB NWE as quoted by Platts European Marketscan and the ECB average monthly reference rate for the previous month for US Dollars as quoted on the Central Bank of Ireland’s website (“Platts Index”).

	<b>Date for updating price as above, 2016</b>	<b>Platts Index (Reference Period)</b>	<b>(Period covered for invoicing purposes)</b>
1	6 <sup>th</sup> January, 2016	December 2015	January 2016
2	3 <sup>rd</sup> February, 2016	January 2016	February 2016
3	3 <sup>rd</sup> March, 2016	February 2016	March 2016
4	5 <sup>th</sup> April, 2016	March 2016	April 2016
5	5 <sup>th</sup> May, 2016	April 2016	May 2016
6	3 <sup>rd</sup> June, 2016	May 2016	June 2016
7	5 <sup>th</sup> July, 2016	June 2016	July 2016
8	4 <sup>th</sup> August, 2016	July 2016	August 2016
9	5 <sup>th</sup> September, 2016	August 2016	September 2016
10	5 <sup>th</sup> October, 2016	September 2016	October 2016
11	3 <sup>rd</sup> November, 2016	October 2016	November 2016
12	5 <sup>th</sup> December, 2016	November 2016	December 2016

- (vi) For the avoidance of doubt, the Platts Index (as described above) shall **only** apply to the product prices, and not other prices (e.g. delivery rates, waiting charges, spraying charges etc.).
- (vii) Prices will not be updated on [www.LABitumen.ie](http://www.LABitumen.ie).
- (viii) Application of the Platts Index will be subject to random spot checks completed by TII during the Framework period. Suppliers/Contractors found to have not applied the indexation correctly may be suspended from the Framework and any ongoing contracts terminated.
- (ix) If the Framework is extended into 2017, new Base Prices will be established by each Contracting Authority by means of a Mini-Competition.

### 3.3.12 **Delivery Rates**

At Mini-Competition stage, Suppliers/Contractors will be requested to submit rates for delivery of the Bitumen Emulsion products to one or more locations specified by the Contracting Authority, by completing the relevant Delivery Rate Schedule to be included in the Mini-Competition. The rates tendered, (not including the minimum delivery charge) will form part of the Contract Award Criteria for those competitions.

Successful Tenderers will be required to deliver the Bitumen Emulsions to the relevant Contracting Authority at the rate tendered per Tonne to the location(s) specified in the Delivery Rates Table, (subject to a minimum charge). The rates submitted will remain fixed for the duration of the Mini-Competition. The Minimum Delivery Charge per load for each location will only apply in cases where the delivery charge as determined from the load size would be less than the tendered minimum delivery charge to that location.

If the Framework is extended into 2017, new Delivery Rates will be established by each Contracting Authority by means of a Mini-Competition.

### 3.3.13 **Spraying Service Rates**

Suppliers/Contractors for Lot 2 may also be requested to submit Rates at Mini-Competition stage for providing a Spraying Service to the Contracting Authority, by completing the relevant Spraying Service Rates Table to be included in the Mini-Competition. The rates tendered will form part of the Contract Award Criteria for those competitions.

Successful Tenderers will be required to spray the Bitumen Emulsions for the relevant Contracting Authority at the rate tendered per Tonne (subject to quantity sprayed and minimum daily charge) in the Spraying Service Rates Table. The rates submitted will remain fixed for the duration of the Mini-Competition.

If the Framework is extended into 2017, new Spraying Service Rates will be established by each Contracting Authority by means of a Mini-Competition.

### 3.3.14 **Waiting Time Charges**

Suppliers/Contractors may also be requested to submit Rates for Waiting Times greater than 2 hours to the relevant Contracting Authority at Mini-Competition stage, by completing the Waiting Time Rates Table to be included in the Mini-Competition.

Note that these Rates will not form part of the Contract Award Criteria for those competitions and shall remain fixed for the duration of the Mini-Competition.

If the Framework is extended for an additional 12 months to include 2017, new Waiting Time Charges will be established by each Contracting Authority by means of a Mini-Competition.

### 3.3.15 **Mini-Competition Evaluation**

- 1) Tenders submitted for supply only (Lot 1) of Bitumen Emulsion products will be evaluated on the basis of the MEAT Contract Award Criteria for Lot 1 hereunder.

As a pre-condition to this evaluation, the Health & Safety declaration submitted at Framework stage will be checked by reviewing the company's Safety Statement or equivalent document and that of its proposed subcontractor(s), if applicable, to ensure that it -:

- describes the measures, procedures, systems, roles and responsibilities used by the Supplier/Contractor/Subcontractor to manage the safety of its staff, clients and the general public in its premises and outside its premises; and
- demonstrates compliance with the Safety, Health and Welfare at Work Act 2005 and Safety Health and Welfare at Work (Construction) Regulations 2013

This assessment shall be on a **Pass/Fail** basis and any Framework Contractor that fails to achieve a Pass rating may be excluded from further consideration in the Mini Competition.

<b>Mini-Competition Award Criteria (MEAT) – Lot 1 (Supply only)</b>		<b>Weighting</b>
<b>1</b>	<b>Quality (100 marks) (20%)</b>	
<b>1a</b>	Technical Support <i>(Description of proposed full time staff and facilities available to provide technical advice and support to Contracting Authorities)</i>	<b>10%</b> (50 marks)
<b>1b</b>	After Sales Support <i>(Details of Customer Service Charter/Protocol proposed to be used on the contract, including -: Testing and Quality Assurance Protocol Complaints Procedure)</i>	<b>10%</b> (50 marks)
<b>2</b>	<b>Price (400 marks) (80%)</b> Prices will be assessed based on the <u>sum</u> of the prices (ex. VAT) submitted for the following -:	
<b>2a</b>	The Supply of [XX] Tonnes of [ <b>Emulsion products</b> ], expressed as <u>Total Cost</u> for the required quantities of all products specified	<b>80%</b> (400 marks)
<b>2b</b>	The Delivery to Location(s) specified by the Contracting Authority, expressed as the <u>Total Cost</u> for delivery of the specified quantities to these locations	
<b>Total</b>		<b>100%</b>

- 2) Tenders submitted for supply and spraying (Lot 2) of Bitumen Emulsion products will be evaluated on the basis of the MEAT Contract Award Criteria for Lot 2 hereunder.

As a pre-condition to this evaluation, the Health & Safety declaration submitted at Framework stage will be checked by reviewing the company’s Safety Statement or equivalent document and that of its proposed subcontractor(s), if applicable, to ensure that it -:

- describes the measures, procedures, systems, roles and responsibilities used by the Supplier/Contractor/Subcontractor to manage the safety of its staff, clients and the general public in its premises and outside its premises; and
- demonstrates compliance with the Safety, Health and Welfare at Work Act 2005 and Safety Health and Welfare at Work (Construction) Regulations 2013; and
- demonstrates the company’s competency to carry out the role of Project Supervisor for the Construction Stage (PSCS) and Project Supervisor Design Process (PSDP) as specified by the Safety, Health and Welfare at Work (Construction) Regulations 2013, if applicable

This assessment shall be on a **Pass/Fail** basis and any Framework Contractor that fails to achieve a Pass rating may be excluded from further consideration in the Mini Competition.

Mini-Competition Award Criteria (MEAT) – Lot 2 (Supply and Spray)		Weighting
<b>1</b>	<b>Quality (100 marks) (20%)</b>	
<b>1a</b>	Technical Support <i>(Description of proposed full time staff and facilities available to provide technical advice and support to Contracting Authorities)</i>	<b>10%</b> (50 marks)
<b>1b</b>	After Sales Support <i>(Details of Customer Service Charter/Protocol proposed to be used on the contract, including -: Testing and Quality Assurance Protocol Complaints Procedure)</i>	<b>10%</b> (50 marks)
<b>2</b>	<b>Price (400 marks) (80%)</b> Prices will be assessed based on the <u>sum</u> of the prices (ex. VAT) submitted for the following -:	
<b>2a</b>	The Supply of [XX] Tonnes of [Emulsion products], expressed as <u>Total Cost</u> for the required quantities of all products specified	<b>80%</b> (400 marks)
<b>2b</b>	The Delivery to Location(s) specified by the Contracting Authority, expressed as the <u>Total Cost</u> for delivery of the specified quantities to these locations	
<b>2c</b>	Spraying Rate, expressed as the Average Total Cost to spray the specified quantity (Total Cost for each pricing band will be totalled and averaged)	
<b>Total</b>		<b>100%</b>

- 3) Information submitted in support of the Quality element of the Award criteria shall be bound and limited to no more than 5 pages, not including covers. Pages in excess of this amount will not be considered in the evaluation.

**3.3.16 Contract Award (Lot 1 & Lot 2)**

- (i) Following evaluation on the basis of the MEAT Contract Award Criteria above, the tenderers will be ranked in descending order, with the Most Economically Advantageous Tenderer ranked No. 1.
- (ii) With respect to the order of ranking, this Framework provides that the Contracting Authority will allocate some of the Authority’s product requirements to the **second, third, and if applicable, fourth ranked tenderers**. This distribution of requirements will be allocated in accordance with the following Allocation Matrices -:

**Allocation based on Tenderer Ranking (MEAT) (3 Tenderers)**

Tenderer No. 1	Ranking Gap	Tenderer No. 2	Tenderer No. 3
100% - (%No.2 + %No.3)	≤0.5% < No.1	% equal to No.1	% equal to No.1
	>0.5% & ≤1.0% < No.1	30%	30%
	>1.0% & ≤1.5% < No.1	20%	20%
	>1.5% & ≤2.5% < No.1	10%	10%
	>2.5% < No.1	0%	0%

**Allocation based on Tenderer Ranking (MEAT) (4 Tenderers)**

Tenderer No. 1	Ranking Gap	Tenderer No. 2	Tenderer No. 3	Tenderer No. 4
100% - (%No.2 + %No.3 + %No.4)	≤0.5% < No.1	% equal to No.1	% equal to No.1	% equal to No.1
	>0.5% & ≤1.0% < No.1	20%	20%	20%
	>1.0% & ≤1.5% < No.1	15%	15%	15%
	>1.5% & ≤2.5% < No.1	10%	10%	10%
	>2.5% < No.1	0%	0%	0%

- (iii) Suppliers/Contractors should note that, where more than four tenderers partake in a Mini-Competition, the obligation on a Contracting Authority to distribute its product requirements will be limited to the four highest ranked tenderers only.
- (iv) Suppliers/Contractors should also note that the resultant allocation of demand is not a mandatory requirement. All Suppliers/Contractors will be afforded the right of refusal. In the case of refusal, the percentage to be allocated will be divided equally amongst the remaining participating Suppliers/Contractors on the basis of their own tendered prices.
- (v) Allocations will be based on total quantity of all products to be purchased by the relevant Contracting Authority under that Mini-Competition for the duration of the Framework period.
- (vi) Allocations will apply separately to each individual product to be supplied to the relevant Contracting Authority, except in cases where the total quantity of a product (including all locations) is limited to one load or less and is impractical to divide between suppliers. In such cases, allocations of one load or less will be offered to the No. 1 ranked Tenderer.
- (vii) The Contracting Authorities will make every effort to ensure that their total annual demand will be allocated in accordance with the distributions suggested by the above matrices. All Contracting Authorities will track ordered quantities and expenditure on an on-going basis, and adjust outstanding allocations in a timely manner so that all qualifying Suppliers/Contractors receive the applicable quantities. A tolerance level of +/- 2.5% of the required allocations will be allowed for 2016 only, with the resultant quantity difference to be corrected in 2017 allocations.

**3.3.17 Delivery Dockets**

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

- The Suppliers/Contractors name and address
- The Suppliers/Contractors VAT Registration Number
- The Contracting Authority's order number and RFT reference number from the SupplyGov system
- Information on Product Type and Quantity
- A CE marking statement on the docket specific to delivery consignment or an attached CE marking statement with an unambiguous reference to the delivery docket and consignment and linked to the relevant Declaration of Performance
- The CE marking statement must reference the point of delivery of the product and distribution process as appropriate



- 3.3.18 The acknowledgement of receipt of any Mini Tender shall not constitute an actual or implied agreement between the Contractor and Contracting Authority.
- 3.3.19 It is intended that Supplier/Contractor performance will be monitored during the Framework and during the execution of all Contracts. A **Performance Evaluation Report** will be completed by the Contracting Authority at the end of the Contract or earlier if necessary, that will record the performance of the Supplier/Contractor on the Contract. Such Reports will be copied to the Supplier/Contractor and consideration of such Reports may be incorporated into the Award Criteria for future Framework competitions and associated Mini-Competitions for the supply of Bitumen Emulsion. A copy of the **Performance Evaluation Report** is included in **Appendix 4**.
- 3.3.20 Where any Supplier/Contractor fails to satisfactorily perform any Mini-Competition Contract awarded, the Contract may be terminated and the Contracting Authority shall have the right to re-allocate the awarded quantity to one or more of the other Suppliers/Contractors. In such an event, the percentage to be re-allocated will be divided equally amongst the remaining participating Suppliers/Contractors. Please refer to the Framework Agreement for full details of the Contract and Performance Review mechanism.
- 3.3.21 For the avoidance of doubt, individual Contracting Authorities may award Framework Contracts on behalf of one or more Contracting Authorities.

## 4.0 GENERAL INFORMATION

### 4.1 Disclaimer

- 4.1.1 The information provided in these Instructions is offered in good faith for the guidance of the Suppliers/Contractors 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 TII (which may be withheld in its sole discretion).
- 4.1.2 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 TII nor their advisers, consultants, Suppliers/Contractors, 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, Suppliers/Contractors should not assume that any such information or statements shall remain unchanged.
- 4.1.3 TII are not bound by any anomalies, errors or omissions in these Instructions. Suppliers/Contractors shall immediately notify TII should they become aware of any ambiguity, discrepancy, error or omission in these Instructions, even if the date specified in Paragraph 2.4.2 has passed. TII shall, upon receipt of such notification, notify all Suppliers/Contractors of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at TII's sole discretion form part of the Framework Agreement.
- 4.1.4 TII 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 Suppliers/Contractors.
- 4.1.5 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.
- 4.1.6 By participating in this competition, the Supplier/Contractor acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between TII and the Supplier/Contractor prior to the execution of the Framework Agreement nor will there exist any contractual, implied or quasi-contractual relationship in relation to a Mini Competition prior to the acceptance by a Contracting Authority of the terms of the Mini Tender, pursuant to the procedure adopted for the Mini Competition.
- 4.1.7 TII 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 a Supplier/Contractor to proceed further
  - not to furnish a Supplier/Contractor with additional information, or
  - to abandon the competition
- 4.1.8 In such circumstances, TII and its advisors shall not be liable to any persons as a result thereof. TII 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.

## 4.2 Freedom of Information Acts

- 4.2.1 TII are subject to the FOI Act 2014 and acknowledges that information provided in response to these Instructions may be confidential or commercially sensitive.
- 4.2.2 Suppliers/Contractors are asked to consider if any of the information supplied by them in response to these Instructions should not be disclosed because it is commercially sensitive or confidential. If this is the case, Suppliers/Contractors can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. TII will have regard to such a statement but are not bound by it. The requirements of the FOI Act will at all times take precedence.
- 4.2.3 In order to demonstrate compliance with the requirements of this competition or any Mini-Competition, a Supplier/Contractor may rely on the resources of other entities, whatever the legal nature of the link between the Supplier/Contractor and those other entities. If a Supplier/Contractor is relying on the resources of another entity, it must prove in the Application that those resources will be available to it for the performance of any Mini-Competition Contract, for example by including an undertaking by those entities to make the necessary resources available to the Supplier/Contractor if successful.

## 4.3 Subcontracting

- 4.3.1 Suppliers/Contractors must indicate 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.

## 4.4 Consortium/Joint Venture

- 4.4.1 A consortium/joint venture will not be required to convert into a specific legal form in order to submit an Application, but may be required to do so prior to award of the Framework Agreement. TII or Contracting Authority may:
- contract with one Supplier/Contractor who will act as the agreed prime contractor;
  - contract with each member of the consortium/joint venture on the basis of joint and several liabilities;
  - contract with one member of the consortium/joint venture as prime contractor to whom the other members will be sub-contractors; or
  - at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

## 4.5 Tax Clearance Certificate

- 4.5.1 A current Tax Clearance Certificate or demonstration of a satisfactory level of subcontractor tax compliance will be required from all Applicationers as part of this Framework competition. Successful Suppliers/Contractors 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.
- 4.5.2 Subcontractors engaged at Mini-Competition stage are required to produce an in-date (not older than 30 days) Notification of Determination to the Contracting Authority or the principal Contractor, before any contract is awarded. Suppliers/Contractors 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](http://www.revenue.ie).
- 4.5.3 Where a Tax Clearance Certificate expires within the course of any subsequent Mini-Competition Contract, TII or Contracting Authority reserves the right to seek a renewed certificate. All

payments under a Mini-Competition Contract will be conditional on the Supplier/Contractor being in possession of a valid certificate at all times.

#### 4.6 Employees

- 4.6.1 Suppliers/Contractors shall also be aware that they may be asked to provide evidence prior to commencing any works of membership of a pension and sick pay scheme for all of their employees that will be employed to work on the relevant Mini-Competition Contract.
- 4.6.2 The Supplier/Contractor shall comply with all statutory requirements in relation to PAYE and PRSI, registered employment agreements, relevant sick pay and pension schemes and minimum standard conditions and pay rates of the relevant industry.

#### 4.7 Insurances

- 4.7.1 Suppliers/Contractors are required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at [www.Supplygov.ie](http://www.Supplygov.ie) (formerly [www.LAQuotes.ie](http://www.LAQuotes.ie)). Suppliers/Contractors are required to complete or submit all other information as requested in the Form of Tender document set out in **Schedule 2** prior to awarding any Mini-Competition Contract.

##### 4.7.2 Insurance of Subcontractors

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

##### 4.7.3 Exclusions

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

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

*or*

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

- 4.7.4 Insurances must also cover the Contractor/Supplier's role as Project Supervisor for the Construction Stage (PSCS), as applicable.

#### 4.8 Safety Statement

- 4.8.1 The Supplier/Contractor shall provide a copy of the company Safety Statement or equivalent document which sets out the details of the overall Safety Management System, and which describes the measures, procedures, systems, roles and responsibilities used by the Supplier/Contractor to manage safety of its staff, clients and the general public in its premises and outside its premises.
- 4.8.2 The requirements of the preceding paragraph 4.8.1 shall apply to any Subcontractor carrying out spraying works on behalf of the Supplier/Contractor.

- 4.8.3 The minimum requirement is that the evidence provided will demonstrate compliance with the Safety, Health and Welfare at Work Act 2005 and Safety Health and Welfare at Work (Construction) Regulations 2013.
- 4.8.4 The requirements under Health and Safety legislation will only be evaluated by the relevant Contracting Authority at Mini-Competition Stage when the Contractor/Supplier is being considered for award of a contract.
- 4.8.5 Where applicable, successful Contractors/Suppliers who are subsequently awarded spraying works will be appointed Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013.

#### **4.9 Language**

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

#### **4.10 Declarations**

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

#### **4.11 Applicable Law**

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

#### **4.12 Canvassing**

- 4.12.1 Canvassing or any effort by an Applicant to influence any staff or agents of TII 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 TII, Kerry County Council or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 4.12.2 In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

#### **4.13 Standstill**

- 4.13.1 TII's decision on the outcome of the Framework Application evaluation process will be communicated via email to Applicants. TII will observe a Standstill Period of fourteen (14) days between the communication of the award decision to the Applicants and the formal conclusion of the Framework.
- 4.13.2 In accordance with S.I. No. 130 of 2010, European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010, there is no standstill period for a contract awarded on the basis of a framework agreement.

**4.14 Conflicts of Interest and Registrable Interest**

- 4.14.1 Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in TII 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. TII reserves the right to raise conflict of interest issues with Applicants.
- 4.14.2 Where TII 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.
- 4.14.3 Where TII 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 TII and the Applicant and TII being fully satisfied that those safeguards have been put in place and will be complied with.
- 4.14.4 Where TII considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, TII shall exclude the Applicant.
- 4.14.5 Any registrable interest involving the Applicant and TII or their relatives must be fully disclosed in the Application, or must be communicated to TII 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.

**4.15 Confidentiality**

- 4.15.1 All documents issued and information given to Applicants must be treated as strictly confidential. Applicants should not release details of the Application documents other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Application.

## 5.0 APPENDICES AND SCHEDULES

### 5.1 General

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

Appendix 1: Contracting Authorities

Appendix 2: Indicative Timetable

Appendix 3: Minimum Suitability Criteria for Framework Evaluation

Appendix 4: Performance Evaluation Report

Appendix 5: Glossary of Terms

Schedule 1: General Specification Document

Schedule 2: Form of Tender

Schedule 3: Personal Situation Declaration Form

Schedule 4: Template Declarations

Schedule 5: Mini-Competition Pricing Schedule

## APPENDIX 1 – CONTRACTING AUTHORITIES

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



## APPENDIX 2 – INDICATIVE TIMETABLE

<b>Procedure to set up Framework</b>	<b>Date*</b>
Date of Issue of Instructions to Applicants	September 28 <sup>th</sup> 2015
Deadline for receipt of Queries	October 29 <sup>th</sup> 2015
Date for Receipt of Application to join Framework	November 9 <sup>th</sup> 2015
Appointment to the Framework	November 30 <sup>th</sup> 2015
Anticipated date that Mini-Competitions will be conducted	December 2015

\* TII reserves the right to change these dates at its absolute discretion

## APPENDIX 3A – MINIMUM SUITABILITY CRITERIA FOR LOT 1 FRAMEWORK EVALUATION

Minimum Suitability Criteria for Framework Evaluation	Weighting
<p><b><i>Economic and Financial Standing</i></b></p> <p>The Applicant shall have an annual average turnover, of not less than €2,500,000 (excluding VAT) directly related to the supply of bitumen emulsions during each of the two previous full financial years.</p> <p>Such evidence shall be in the form of a <i>Self Declaration</i> from the financial officer certifying same for the specific company putting forward this application.</p>	Pass/Fail
<p><b><i>Technical and Professional Ability</i></b></p> <p>Applicants are required to provide the following evidence to demonstrate technical and professional ability:</p> <ul style="list-style-type: none"> <li>▪ a list of the contracts undertaken by the company for this category of supplies for the previous two years with a general description. Template form B2 (Certificate of Satisfactory Execution) included in <b>Schedule 4</b> shall be returned for each reference (a minimum of 5 no. with a cumulative value in excess of € 200,000). In the case that a subsidiary relies upon a parent company, a completed Parent Company Guarantee in the format as attached in <b>Schedule 4</b> must be provided.</li> <li>▪ submit CVs demonstrating the educational and professional qualifications of the Applicant's managerial staff and those of the person or persons responsible for providing the Supplies. The Senior Director to have at least 5 years' experience in the supply and manufacture of bituminous emulsions, the Project Director to have at least 3 years experience in the supply and manufacture of bituminous emulsions, Operatives responsible for the production/supply process to have at least 2 years' experience in the production/supply of bituminous emulsions.</li> <li>▪ submit an organogram illustrating the organisational structure and responsibilities of managerial staff – include information on the average annual manpower for the last three years;</li> <li>▪ a list of the tools, plant and/or technical equipment available to the Applicant for carrying out the contract.</li> </ul>	Pass/Fail
<p><b><i>Insurance</i></b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that, prior to commencing any contract, they will have in place the relevant insurance as outlined hereunder and referenced in the Framework Agreement and in part 4.7 of these Instructions.</p> <ul style="list-style-type: none"> <li>▪ Employers Liability (€13,000,000)</li> <li>▪ Public Liability (€6,500,000)</li> <li>▪ Product Liability (€6,500,000)</li> </ul>	Pass/Fail
<p><b><i>Health &amp; Safety</i></b></p> <p>Suppliers/Contractors and all Subcontractors engaged on their behalf are required to complete the declaration (copy included in <b>Schedule 4</b>) that they are complying with all relevant Health &amp; Safety Legislation.</p> <p>A signed and dated copy of the current safety statement in regard to the supply and delivery of the specified Bitumen Emulsion products is required for evaluation at Mini-Competition stage (Refer to paragraph 4.8).</p> <p>Suppliers/Contractors and Subcontractors to confirm that all vehicles will be labeled as appropriate for the goods carried and comply with H&amp;S, CPL, ADR and Carriage of Dangerous Goods Regulations as applicable.</p> <p><i>Contractors/Suppliers/Subcontractors should note that compliance with the requirements under Health and Safety legislation will <u>only</u> be evaluated at Mini-Competition Stage when the Contractor/Supplier including Subcontractors, are being considered for award of a contract.</i></p>	Pass/Fail

<p><b>Safe Pass Card/CPC/CSCS</b></p> <p>Suppliers/Contractors and all Subcontractors engaged on their behalf are required to complete the declaration (copy included in <b>Schedule 4</b>) that all relevant employees engaged in an activity that requires the following competencies as necessary have such certifications;</p> <p><i>1. Safepass (or equivalent)– required for certain activities</i></p> <p>Part 1, Section 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides details on the categories of workers that recognise a Safety Awareness Registration Card. This must comply with the provisions of the Safety, Health, and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations, and the Safety, Health and Welfare at Work (Construction) Regulations 2013 as appropriate.</p> <p>Schedule 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides for the recognition of equivalent safety awareness schemes approved by Solas.</p> <p><i>2. CPC - required for all drivers</i></p> <p>CPC is a legal requirement that <b>all professional drivers</b> of <u>C1, C1E, C and CE vehicles (trucks) and D1, D1E, D and DE vehicles</u> complete and pass the CPC exam to gain their Driver CPC qualification - the legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as <u>SI No 359</u>.</p> <p><i>3. CSCS – required for certain activities</i></p> <p>CSCS is covered under Schedule 4 of the Safety, Health &amp; Welfare at Work (Construction) Regulations 2013. Individuals who are working in the nominated occupation categories are required to hold a CSCS registration card.</p>	<p>Pass/Fail</p>
<p><b>Tax Compliance – current Tax Clearance Certificate</b></p> <p>Suppliers/Contractors are required to submit a current Tax Clearance Certificate</p>	<p>Pass/Fail</p>
<p><b>Pay Rates</b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that they comply with all statutory requirements in relation to PAYE, PRSI, etc, and have a Pension and Sickness scheme in place for Employees.</p>	<p>Pass/Fail</p>
<p><b>Construction Product Regulations.</b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that;</p> <ul style="list-style-type: none"> <li>▪ they confirm and acknowledge that they will be fully liable for all products supplied by them through the course of any Mini-Competition contract.</li> <li>▪ that all construction products associated with harmonised Standard IS EN 13808 are CE marked and have a Declaration of Performance and a FPC System independently certified to System 2+ and are in accordance with the Binder and the NRA Specification for Road Works Series 900_Road Pavements - Bituminous Materials.</li> <li>▪ a CE mark must be forwarded for each product that is being priced as listed in <b>Schedule 5</b>. Evidence must be submitted demonstrating that the products are being produced within specification for a period of not less than 3 months in advance of the date of publication of the Contract Notice for this competition.</li> <li>▪ that the Supplier/Contractor by submitting their Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance</li> </ul>	<p>Pass/Fail</p>
<p><b>Personal Situation Declaration Form (Appendix A)</b></p> <p>Supplier/Contractors to forward copy of PSDF in the format as set out in <b>Schedule 3</b></p>	<p>Pass/Fail</p>
<p><b>Conflicts of Interest</b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that there are no existing conflicts of interest</p>	<p>Pass/Fail</p>
<p><b>Subcontracting</b></p> <p>Suppliers/Contractors to indicate if they intend to sub-contract any part of the contract to third parties and to provide details of such proposed subcontractors</p>	<p>Pass/Fail</p>

## APPENDIX 3B – MINIMUM SUITABILITY CRITERIA FOR LOT 2 FRAMEWORK EVALUATION

Minimum Suitability Criteria for Framework Evaluation	Weighting
<p><b><i>Economic and Financial Standing</i></b></p> <p>The Applicant shall have an annual average turnover, of not less than €2,500,000 (excluding VAT) directly related to the supply and spraying of bitumen emulsions during each of the two previous full financial years.</p> <p>Such evidence shall be in the form of a <i>Self Declaration</i> from the financial officer certifying same for the specific company putting forward this application.</p>	Pass/Fail
<p><b><i>Technical and Professional Ability</i></b></p> <p>Applicants are required to provide the following evidence to demonstrate technical and professional ability:</p> <ul style="list-style-type: none"> <li>▪ a list of the contracts undertaken by the company for this category of supplies for the previous two years with a general description. Template form B2 (Certificate of Satisfactory Execution) included in <b>Schedule 4</b> shall be returned for each reference (a minimum of 5 no. with a cumulative value in excess of € 200,000). In the case that a subsidiary relies upon a parent company, a completed Parent Company Guarantee in the format as attached in <b>Schedule 4</b> must be provided.</li> <li>▪ a list of the Spraying contracts undertaken by the company for the previous two years with a general description. Template form B2 (Certificate of Satisfactory Execution) included in <b>Schedule 4</b> shall be returned for each reference (a minimum of 5 no. with a cumulative value in excess of € 100,000). In the case that a subsidiary relies upon a parent company, a completed Parent Company Guarantee in the format as attached in <b>Schedule 4</b> must be provided.</li> <li>▪ submit CVs demonstrating the educational and professional qualifications of the Applicant's managerial staff and those of the person or persons responsible for providing the Supplies and Services. The Senior Director to have at least 5 years' experience in the supply and manufacture of bituminous emulsions, the Project Director to have at least 3 years' experience in the supply and manufacture of bituminous emulsions, Operatives responsible for the production/supply/spraying process to have at least 2 years' experience in the production/supply/spraying of bituminous emulsions.</li> <li>▪ submit an organogram illustrating the organisational structure and responsibilities of managerial staff – include information on the average annual manpower for the last three years;</li> <li>▪ a list of the tools, plant and/or technical equipment available to the Applicant for carrying out the contract. This shall include specific details in regard to the spraying equipment proposed by the Applicant, including but not limited to, in-date Certificates of Calibration and Certificates of Road Worthiness.</li> </ul>	Pass/Fail
<p><b><i>Insurance</i></b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that, prior to commencing any contract, they will have in place the relevant insurance as outlined hereunder and referenced in the Framework Agreement and in part 4.7 of these Instructions.</p> <ul style="list-style-type: none"> <li>▪ Employers Liability (€13,000,000)</li> <li>▪ Public Liability (€6,500,000)</li> <li>▪ Product Liability (€6,500,000)</li> </ul>	Pass/Fail
<p><b><i>Health &amp; Safety</i></b></p> <p>Suppliers/Contractors and all Subcontractors engaged on their behalf are required to complete the declaration (copy included in <b>Schedule 4</b>) that they are complying with all relevant Health &amp; Safety Legislation.</p>	Pass/Fail

<p>A signed and dated copy of the current safety statement in regard to the supply, delivery, and spraying of the specified Bitumen Emulsion products is required for evaluation at Mini-Competition stage (Refer to paragraph 4.8).</p> <p>Suppliers/Contractors and Subcontractors to confirm that all vehicles will be labeled as appropriate for the goods carried and comply with H&amp;S, CPL, ADR and Carriage of Dangerous Goods Regulations as applicable.</p> <p><i>Contractors/Suppliers/Subcontractors should note that compliance with the requirements under Health and Safety legislation will <u>only</u> be evaluated at Mini-Competition Stage when the Contractor/Supplier including Subcontractors are being considered for award of a contract.</i></p>	
<p><b>Safe Pass Card/CPC/CSCS</b></p> <p>Suppliers/Contractors and all Subcontractors engaged on their behalf are required to complete the declaration (copy included in <b>Schedule 4</b>) that all relevant employees engaged in an activity that requires the following competencies as necessary have such certifications;</p> <p><i>1. Safepass (or equivalent)– required for certain activities</i></p> <p>Part 1, Section 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides details on the categories of workers that recognise a Safety Awareness Registration Card. This must comply with the provisions of the Safety, Health, and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations, and the Safety, Health and Welfare at Work (Construction) Regulations 2013 as appropriate.</p> <p>Schedule 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides for the recognition of equivalent safety awareness schemes approved by Solas.</p> <p><i>3. CPC - required for all drivers</i></p> <p>CPC is a legal requirement that <b>all professional drivers</b> of <u>C1, C1E, C and CE vehicles (trucks)</u> and <u>D1, D1E, D and DE vehicles</u> complete and pass the CPC exam to gain their Driver CPC qualification - the legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as <u>SI No 359</u>.</p> <p><i>3. CSCS – required for certain activities</i></p> <p>CSCS is covered under Schedule 4 of the Safety, Health &amp; Welfare at Work (Construction) Regulations 2013. Individuals who are working in the nominated occupation categories are required to hold a CSCS registration card.</p>	<p>Pass/Fail</p>
<p><b>Tax Compliance – current Tax Clearance Certificate</b></p> <p>Suppliers/Contractors are required to submit a current Tax Clearance Certificate as part of this Framework competition.</p>	<p>Pass/Fail</p>
<p><b>Pay Rates</b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that they comply with all statutory requirements in relation to PAYE, PRSI, etc, and have a Pension and Sickness scheme in place for Employees.</p>	<p>Pass/Fail</p>
<p><b>Construction Product Regulations.</b></p> <p>Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that;</p> <ul style="list-style-type: none"> <li>▪ they confirm and acknowledge that they will be fully liable for all products supplied and services provided by them through the course of any Mini-Competition contract.</li> <li>▪ that all construction products associated with harmonised Standard IS EN 13808 are CE marked and have a Declaration of Performance and a FPC System independently certified to System 2+ and are in accordance with the Binder and the NRA Specification for Road Works Series 900_Road Pavements - Bituminous Materials.</li> <li>▪ a CE mark must be forwarded for each product that is being priced as listed in <b>Schedule 5</b>. Evidence must be submitted demonstrating that the products are being produced within specification for a period of not less than 3 months in advance of the date of publication of the Contract Notice for this competition.</li> </ul>	<p>Pass/Fail</p>

<ul style="list-style-type: none"> <li>▪ that the supplier/contractor by submitting their Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance</li> </ul>	
<p><b><i>Personal Situation Declaration Form (Appendix A)</i></b> Suppliers/Contractors to forward copy of PSDF in the format as set out in <b>Schedule 3</b></p>	Pass/Fail
<p><b><i>Conflicts of Interest</i></b> Suppliers/Contractors are required to complete the declaration (copy included in <b>Schedule 4</b>) that there are no existing conflicts of interest</p>	Pass/Fail
<p><b><i>Subcontracting</i></b> Suppliers/Contractors to indicate if they intend to sub-contract any part of the contract to third parties and to provide details of such proposed subcontractors</p>	Pass/Fail

## APPENDIX 4 – PERFORMANCE EVALUATION REPORT

Supply of Bitumen Emulsions Mini-Competition Performance Evaluation		
Details of Mini-Competition		
<b>Contracting Authority:</b>		
<b>Buyer Contact Name:</b>		
<b>RFT Reference No.:</b>		
<b>Name of Supplier:</b>		
<b>Supplier Contact Name:</b>		
<b>Supplier Ranking:</b>		
<b>Products Purchased:</b>	<b>Product Name</b>	<b>Quantity Purchased (Tonnes)</b>
<b>Total Out-turn Cost (incl. VAT):</b>	€	
<b>Comments:</b>		

Evaluation Completed By -	
<b>Buyer Contact Name:</b>	
<b>Buyer Contact No:</b>	
<b>Buyer email address:</b>	
<b>Date of Review:</b>	
<b>Signature:</b>	

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



## APPENDIX 5 – GLOSSARY OF TERMS

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

Application	means an Application for admittance to the Framework submitted pursuant to these Instructions
Application Deadline	means the latest date for submission of Applications to join the Framework
Base Rates	Means the product prices tendered to the Contracting Authority by each Tenderer at the first Mini-Competition
Closing Date	means the latest date & time for submission of Applications to join the Framework
Contracting Authority	means an individual Local Authority as listed in Appendix 1
Evaluation Period	means the period during which TII are evaluating Applications
Framework	means the Framework of successful Suppliers/Contractors set up pursuant to these Instructions
Framework Agreement	means the Agreement which Applicants will be required to enter into if successful in their Application to participate in the Framework
Instructions	means this Instruction Document and all Appendices and Schedules hereto
Mini Competition	means a tender competition between the Framework Suppliers/Contractors for the award of a Contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini Tender	means a tender submitted by a Supplier/Contractor in response to a Mini-Competition
Online Declarations	means the declarations provided in response to these Instructions, as set out in Schedule 3
Personal Situation Declaration	means the declaration set out in the Schedule 4
Specification	means the General Specification document set out in Schedule 1
Supplier/Contractor	means an entity that submits an Application
Working Hours	means between 9am and 5pm on a day that is not Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Good Friday, or as specifically set out in the tender documents attached to the mini-competition

## SCHEDULE 1: GENERAL SPECIFICATION DOCUMENT

### 1.1 General

1.1.1. The Bituminous Emulsion products to be supplied shall comply with the following specifications.

#### NRA INTERIM ADVICE NOTE 10/14 SPECIFICATION FOR ROAD WORKS SERIES 900

Table 15 Binder Properties – Cationic Bituminous Emulsions

hEN reference	EN 13808							
Table column reference			1	2	3	4	5	6
Use			Bond Coat	Tack Coat	Surface Dressing	Surface Dressing	Surface Dressing	Surface Dressing
Grade			C65BP 3	C40B 4	C69B3	C69BP 3	C72BP 3	C72BP 3
Test	Test Method	Unit						
<b>Properties of the Emulsion</b>								
Binder content	EN 1428	% by mass	63 to 67 (Class 7)	38 to 42 (Class 3)	67 to 71 (Class 9)	67 to 71 (Class 9)	≥ 71 (Class 11)	≥ 71 (Class 11)
Residual binder after distillation	EN 1431	% by mass	≥ 63 (Class 7)	≥ 38 (Class 3)	≥ 67 (Class 9)	≥ 67 (Class 9)		
Breaking Value (Forshammer filler)	EN 13075-1		< 110 & 110-195 (Class 2 & 4)	< 110 & 110-195 (Class 2 & 4)	< 110 & 70-155 (Class 2 & 3)	< 110 & 70-155 (Class 2 & 3)	< 110 & 70-155 (Class 2 & 3)	< 110 & 70-155 (Class 2 & 3)
Residue on Sieving, 500um	EN 1429	% by mass	NR (Class 0)	NR (Class 0)	≤ 0,2 (Class 3)	≤ 0,2 (Class 3)	≤ 0,2 (Class 3)	≤ 0,5 (Class 4)
Redwood #2 Viscosity @ 85°C	EN 16345	seconds	NR (Class 0)	NR (Class 0)	20-100 (Class 3)	20-100 (Class 3)	20-100 (Class 3)	20-100 (Class 3)
<b>Properties of Residual, Recovered, Stabilised and Aged Binders</b>								
Sample for test	See HD 300		Bituminous Phase of the emulsion		Residual Binder by Distillation	Bituminous Phase of the emulsion	Bituminous Phase of the emulsion	Bituminous Phase of the emulsion
Penetration at 25°C	EN 1426	0,1mm			≤ 270 (Class 6)	≤ 270 (Class 6)	≤ 270 (Class 6)	≤ 270 (Class 6)
Softening point	EN 1427	°C			DV (Class 1)	DV (Class 1)	≥ 39 (Class 7)	≥ 39 (Class 7)
Cohesion (pendulum test)	EN 13588	J/cm <sup>2</sup>	≥ 1,0			≥ 1,0	≥ 1,2	≥ 1,4
<b>Notes</b>								
Performance classes in accordance with IS EN 13808 Tables 2, 3 and 4								
Tests must be carried out within 10 days of sampling; Sampling should be taken at point of delivery only in accordance with IS EN 58 & IS EN 12594								
Binder contents carried out in accordance with IS EN 1428 exceeding the upper limit are permitted once the viscosity requirement is met								
The binder content when determined by IS EN 1428 shall be defined as, 100 - (minus) Water Content								
Abbreviations: DV: Declared Value; NR: Not Required								

## SCHEDULE 2: FORM OF TENDER

### To: Transport Infrastructure Ireland

Having read and understood the Instructions (including the Specification Document, and the Framework Agreement) we hereby tender to Supply Bitumen Emulsions.

We confirm that this Tender offer shall remain open for acceptance by you for a period of six calendar months from the Application Deadline.

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

We are hereby tendering to supply the products sought on the basis of the information contained in the annexed schedules and contained in the Pricing Schedule submitted by us and we understand and acknowledge that the essence of tendering is that the client shall receive bona fide competitive tenders from all economic operators tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the prices tendered by or under or in accordance with any agreement or arrangement with any other person.

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

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

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

In this Form of Tender the word "person" includes any persons and any body or association, corporate and unincorporated, legal or natural and "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular.

Other terms used in this Form of Tender shall have the same meaning as in the Framework Agreement.

Duly authorised to sign on behalf of the Applicant :

**Signed:** \_\_\_\_\_

**On behalf of:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name of signatory: \_\_\_\_\_

Capacity or authority of signatory: \_\_\_\_\_

Dated: \_\_\_\_\_

Schedule of Prices for Award to Framework – Lot 1	Price (€) ex VAT
<b>Price :</b> Prices <u>ex works</u> (excluding delivery charges) and ex VAT for -:	
Supply of 1 Tonne of Cationic 70% Emulsion – C69B 3	€
Supply of 1 Tonne of Cationic 65% Emulsion – C65BP 3	€
Supply of 1 Tonne of Cationic 40% Emulsion – C40B 4	€
Supply of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.2$ Joules/cm <sup>2</sup>	€
Supply of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.4$ Joules/cm <sup>2</sup>	€

Schedule of Prices for Award to Framework – Lot 2	Price (€) ex VAT
<b>Price :</b> Prices (excluding delivery charges) and ex VAT for -:	
Supply & Spraying of 1 Tonne of Cationic 70% Emulsion – C69B 3	€
Supply & Spraying of 1 Tonne of Cationic 65% Emulsion – C65BP 3	€
Supply & Spraying of 1 Tonne of Cationic 40% Emulsion – C40B 4	€
Supply & Spraying of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.2$ Joules/cm <sup>2</sup>	€
Supply & Spraying of 1 Tonne of Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.4$ Joules/cm <sup>2</sup>	€

## SCHEDULE 3: PERSONAL SITUATION DECLARATION FORM

### APPENDIX A: APPLICANT'S PERSONAL SITUATION DECLARATION DECLARATION ON OATH/SOLEMN DECLARATION

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

Name of Contractor/Service Provider:	Text Entry [block capitals]
--------------------------------------	-----------------------------

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

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

**2.** And that no individual or in the case of a Consortium, Group or Joint Venture no member of the Consortium, Group or Joint Venture:

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

**3.** And that each individual or in the case of a Consortium, Group or Joint Venture each member of the Consortium, Group or Joint Venture:

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

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

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

Witnessed in the presence of: a Commissioner of Oaths: OR a Judicial Authority/ Administrative/ Notary/ Competent Profession or Trade Body in country of origin of Applicant or in the country whence that Applicant comes [delete as appropriate]

Signed :	[Commissioner of Oaths]	Date:	
Name :	Text Entry [block capitals]		

## SCHEDULE 4: TEMPLATE DECLARATIONS

A 'WORD' copy of these declarations is available for download and use on the etenders website

### Parent Company Guarantee [Delete this red text and print on Letterhead Paper]

<b>To:</b>	[Name and address of Applicant]
<b>Regarding:</b>	[Title of contract]
<b>Date:</b>	

A Dhaoine Uaisle,

We refer to the Application for the above contract submitted by our subsidiary,

[Name of Applicant]

We confirm that, if the above contract is awarded to the above-named Applicant, we will execute and deliver to you the parent company guarantee required by the contract.

Is sinne, le meas

Signed: \_\_\_\_\_  
On behalf of [Parent Company]

Date: \_\_\_\_\_

## CERTIFICATE OF SATISFACTORY EXECUTION (Form B2 - Supplies and Works)

<b>Activity.</b> (Title of applicant activity)	<i>[Supplier entry]</i>		
<b>Site.</b> (Supply contract, title and brief description)	<i>[Supplier entry]</i>		
<b>Site Location.</b>	<i>[Supplier entry]</i>		
<b>Proportion of contract undertaken by applicant.</b>	<i>[Supplier entry]</i>	<b>Application entity</b> (sole trader/joint venture)	<i>[Supplier entry]</i>
<b>Value.</b> (Contract value at award)	<i>[Supplier entry]</i>	<b>Contract value at completion stage</b>	<i>[Supplier entry]</i>
<b>Dates.</b> Start date	<i>[Supplier entry]</i>	<b>Completion date</b>	<i>[Supplier entry]</i>
<b>General Info</b> Role of company in delivery of contract.	<i>[Supplier entry]</i>		
<b>Name and address of contracting authority</b>	<i>[Supplier entry]</i>		
<b>Contracting authority contact name</b>	<i>[Supplier entry]</i>	<b>Phone no : e-mail :</b>	<i>[Supplier entry]</i>
<b>Contracting Authority Signature</b>			
<b>Other Information</b>	Other information required where applicable		
<b>Suppliers/Contractors Name</b>	<i>[Supplier entry]</i>	<b>Date</b>	<i>[Supplier entry]</i>

**Declaration that the Applicant can meet the requirements for Safepass/CPC/CSCS.****[Delete this red text and print on Letterhead Paper]****To: Transport Infrastructure Ireland****Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**Minimum requirement as set out in the Criteria for Admittance to the Framework – Safepass/CPC/CSCS

A Dhaoine Uaisle,

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

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

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

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

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

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

*2. CPC – required for all drivers*

CPC is a legal requirement that **all professional drivers** of C1, C1E, C and CE vehicles (trucks) and D1, D1E, D and DE vehicles complete and pass the CPC exam to gain their Driver CPC qualification - the legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as SI No 359.

*3. CSCS – required for certain activities*

CSCS is covered under Schedule 4 of the Safety, Health & Welfare at Work (Construction) Regulations 2013. Individuals who are working in the nominated occupation categories are required to hold a CSCS registration card.

Is mise, le meas

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of [Name of Supplier/Contractor]



**Declaration that the Applicant can meet the requirements for Health and Safety Legislation.**

**[Delete this red text and print on Letterhead Paper]**

To: **Transport Infrastructure Ireland**

**Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**

Minimum requirement as set out in the Criteria for Admittance to the Framework – Health and Safety Legislation.

A Dhaoine Uaisle,

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

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

As a Supplier/Contractor applying for qualification onto this framework it is confirmed that;

- o All supply, spraying (if applicable) and other Contracts as applicable will be completed in compliance with all appropriate Health and Safety Legislation and attendant Regulations including the Safety, Health and Welfare at Work Act 2005, and the Safety, Health and Welfare at Work (Construction) Regulations 2013 as appropriate.
- o All vehicles used for the transport or spraying of bitumen emulsion will be labeled as appropriate for the goods carried and comply with H&S, CPL, ADR and Carriage of Dangerous Goods Regulations as applicable.

Is mise, le meas

Signed: \_\_\_\_\_  
On behalf of [Name of Supplier/Contractor]

Date: \_\_\_\_\_

**Declaration that the Applicant can meet the requirements for Insurances.**

**[Delete this red text and print on Letterhead Paper]**

To: **Transport Infrastructure Ireland**

**Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**

Minimum requirement as set out in the Criteria for Admittance to the Framework – Insurances.

A Dhaoine Uaisle,

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

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

As a Supplier/Contractor applying for qualification onto this framework it is confirmed that we will arrange to have in place the relevant insurances as outlined below and referenced in the Framework Agreement and in the Instructions Document prior to commencing any contract.

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

Is mise, le meas

Signed: \_\_\_\_\_  
On behalf of [Name of Supplier/Contractor]

Date: \_\_\_\_\_

**Declaration that the Applicant can meet the requirements for Pay Rates**

**[Delete this red text and print on Letterhead Paper]**

To: **Transport Infrastructure Ireland**

**Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**

Minimum requirement as set out in the Criteria for Admittance to the Framework – Pay Rates

A Dhaoine Uaisle,

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

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

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

1. We have a Pension and Sickness Scheme in place for Employees.
2. We confirm that we comply with all statutory requirements in relation to PAYE and PRSI, employment agreements registered or purported to be registered under the Industrial Relations Act 1994 to 2012, relevant sick pay and pension schemes and minimum standard conditions and pay rates of the relevant industry.

Is mise, le meas

Signed: \_\_\_\_\_  
On behalf of [Name of Supplier/Contractor]

Date: \_\_\_\_\_

**Declaration that the Applicant can meet the requirements for Construction Product Regulations**

**[Delete this red text and print on Letterhead Paper]**

To: **Transport Infrastructure Ireland**

**Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**

Minimum requirement as set out in the Criteria for Admittance to the Framework – Construction Product Regulations

A Dhaoine Uaisle,

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

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

As a Supplier/Contractor interested in this framework;

- o we confirm and acknowledge that we will be fully liable for all products supplied by us through the course of any contract.
- o that all construction products associated with harmonised Standard IS EN 13808 are CE marked and have a Declaration of Performance and a FPC System independently certified to System 2+ and are in accordance with the Binder and the NRA Specification for Road Works Series 900\_Road Pavements - Bituminous Materials.
- o a CE mark will be forwarded for each product that is being priced as listed in Schedule 5. Evidence will be submitted demonstrating that the products are being produced within specification for a period of not less than 3 months in advance of the date of publication of the Contract Notice for this competition.
- o that by submitting our Declaration of Performance (even if prepared by others) we are assuming full legal responsibility for the conformity of the construction product with its declared performance

Is mise, le meas

Signed: \_\_\_\_\_  
On behalf of [Name of Supplier/Contractor]

Date: \_\_\_\_\_

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

**[Delete this red text and print on Letterhead Paper]**

To: **Transport Infrastructure Ireland**

**Regarding: Application for appointment to the Framework for the Supply of Bitumen Emulsions**

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

A Dhaoine Uaisle,

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

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

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

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

Is mise, le meas

Signed: \_\_\_\_\_  
On behalf of [Name of Supplier/Contractor]

Date: \_\_\_\_\_

## **SCHEDULE 5: MINI-COMPETITION PRICING SCHEDULE**

### **Instructions for Completing the Pricing Schedule**

#### **THIS SCHEDULE IS NOT TO BE FILLED IN AS PART OF THE FRAMEWORK APPLICATION STAGE.**

Tender Prices must be entered for all products listed for pricing by the Contracting Authority during the term of the Mini-Competition.

The prices tendered by each Tenderer at the first Mini-Competition will establish the Base Prices from each Tenderer to the relevant Contracting Authority for that Mini-Competition, for the Bitumen Emulsion products to be purchased during 2016.

For the purpose of addressing market fluctuation, the established Base Prices will be adjusted by each Supplier/Contractor thereafter no later than the 3<sup>rd</sup> working day of every month, with reference to the Platts Index, as set out in paragraph 3.3.11 of these Instructions. On the same day, each Supplier/Contractor shall email the Contracting Authority detailing the update to their Base Prices.

The Delivery Rate Table must be completed by the tenderer for each location specified by the Contracting Authority in the Mini-Competition tendered. A Minimum Delivery Charge per load shall be tendered for each location and will only apply when the charge is greater than the actual cost arising from the applicable delivery charge per tonne multiplied by the tonnage ordered.

The Spraying Services Rate and Waiting Time Rate Tables must be completed where requested. A Minimum Daily Charge shall be tendered for the purpose of quantifying charges for days when sprayers are on site but no spraying takes place.

These prices only apply to the particular Contracting Authority running the Mini-Competition and to this Mini-Competition only.

This Schedule includes -:

1. Product Base Rates
2. Delivery Rate(s)
3. Spraying Rate
4. Waiting Time Rate

<b>Mini-Competition Pricing Schedule</b>		<b>Page 1 of 2</b>
<b>Contracting Authority Name:</b>		
<b>Sub-Area (if applicable):</b>		
<b>Tenderer Name:</b>		

<b>1) Product Base Rates (all prices excluding VAT)</b>		
<b>Product</b>	<b>Quantity (Tonnes)</b>	<b>Price ex works per Tonne</b>
<b>Cationic Bitumen Emulsion</b>		
1. 70% binder content - tanks		€
2. 65% binder content - tanks		€
3. 40% binder content - tanks		€
<b>Polymer Modified Products</b>		
4. Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.2$ Joules/cm <sup>2</sup>		€
5. Polymer Modified Emulsion – C72BP 3 Cohesion $\geq 1.4$ Joules/cm <sup>2</sup>		€
<b>Other Products</b>		
6.		€
7.		€
8.		€
9.		€
10.		€
<b>Delivery lead time (Days from receipt of order)</b>		
<i>Note - : For the purpose of establishing base rates, Contracting Authorities are to include estimated quantities for all product items listed above.</i>		

<b>2) Spraying Rate (all prices excluding VAT)</b>		<b>Price per Tonne</b>
<b>Total Quantity to be sprayed (Tonnes)</b>		
<b>1</b>	<10T	€
<b>2</b>	>10T - 15T	€
<b>3</b>	>15T - 20T	€
<b>4</b>	>20T - 25T	€
<b>5</b>	>25T	€
<b>6</b>	Minimum Daily Charge (when no spraying completed)	€

<b>3) Waiting Time Rate (excluding VAT)</b>		<b>Price per Hour in excess of 2 Hours</b>
	Waiting Charge	€

<b>Mini-Competition Pricing Schedule</b>	<b>Page 2 of 2</b>
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**4) Delivery Rate Schedule (all prices excluding VAT)**

<b>Location Delivered From :</b>					
<b>Location(s) delivered to :</b>	<b>Quantity (Tonnes)</b>	<b>Price <i>per Tonne</i></b>	<b>Minimum Delivery Charge <i>per Load</i></b>		
<b>1</b>		€		€	
<b>2</b>		€		€	
<b>3</b>		€		€	
<b>4</b>		€		€	
<b>5</b>		€		€	
<b>6</b>		€		€	
<b>7</b>		€		€	
<b>8</b>		€		€	
<b>9</b>		€		€	
<b>10</b>		€		€	
<b>11</b>		€		€	
<b>12</b>		€		€	
<b>13</b>		€		€	
<b>14</b>		€		€	
<b>15</b>		€		€	
<b>16</b>		€		€	
<b>17</b>		€		€	
<b>18</b>		€		€	