

**INSTRUCTIONS DOCUMENT
FOR
REQUEST FOR APPLICATIONS
FOR
APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT
FOR
THE SUPPLY OF FUELS INCLUDING PETROLEUM AND OILS TO LOCAL AUTHORITIES.**

**TENDER REFERENCE NUMBER: SUPPLY OF FUELS INCLUDING PETROLEUM AND OILS
2015/2016.**

CLOSING DATE: Monday 11th May 2015

CLOSING TIME: 15:00

DATED ISSUED: Tuesday 31st March 2015

Please Return Tenders in Hard Copy to:

**Application Ref: "Fuels" 2015 / 2016
SEO Corporate Services
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry**

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1.0 INTRODUCTION AND PROJECT DESCRIPTION

The Local Government Operational Procurement Centre (LGOPC) acting as a Central Procurement Body (CPB) under the auspices of Kerry County Council is coordinating the establishment of a Framework of Suppliers on behalf of the contracting authorities listed in Appendix No 1 (the "**Framework Purchasers**").

This Framework relates to the procurement of Suppliers for the purpose of supply only of Petroleum and Oils (hereinafter referred to as "**Fuels**") to the Contracting Authorities.

In order to be appointed to the framework the Supplier must be in a position to supply a minimum of one of the "Fuels" as listed in the award criteria.

The appointment to the Framework is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the tender 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. The tender process is being conducted in compliance with the legal framework established by this legislation.

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. LGOPC have published a contract notice on Official Journal of the EU (OJEU) and on www.etenders.gov.ie on 31st March 2015.

Please note that all information relating to this Framework, including instructions, clarifications and changes, will be published on the Irish Government's eTenders website www.etenders.gov.ie only.

Any modification to the Request for Applications shall be issued at least five days (5) before the Closing Date as indicated on 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 the LGOPC shall revise the Closing Date in order to comply with this requirement.

If a Supplier becomes aware of any ambiguity, discrepancy, error or omission in or between these documents, it must immediately notify the LGOPC.

The LGOPC invites Applications from Suppliers who wish to be included on this Framework for the Supply of Fuels for the purpose of meeting the requirements of the Contracting Authorities that may arise from time to time during the duration of the Framework.

The Suppliers attention is drawn to the fact that they must fully comply with or fully disclose all required information included under the "Conflicts of Interest and Registerable Interest" section on page 14 of this document.

The Suppliers that are admitted to the Framework will be invited to participate in mini-competitions by the Contracting Authorities for nominated supply calls.

Applications for admittance to the Framework will be assessed in accordance with the criteria set out in Section 2. If a Suppliers Application for admittance to the Framework is successful, the Supplier will be invited to enter into the Framework Agreement.

Included in Schedule 4, attached to this document, Suppliers will have the option of nominating which Contracting Authority they wish to be considered for. Contracting Authorities will then, as needs arise, issue a Request for Mini-Tenders to all those Suppliers appointed to the Framework who have registered their interest in their particular location.

Each Supplier's costs will be the sole liability of that Supplier. The LGOPC has no obligation to reimburse the Suppliers 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.

Appendix 4 to these Instructions contains a glossary of terms. Unless the context otherwise requires, capitalised terms in these Instructions have the meaning given in the glossary of terms.

Applications to the Framework and the Duration of the Framework

The LGOPC expect to set up the Framework in accordance with the indicative timetable set out in Appendix 2 but reserve the right in its absolute discretion to amend that timetable.

It is anticipated that the Framework will commence in June 2015 and that the term of the Framework will be for 24 months (2015/2016) from establishment with an option to the LGOPC of one further 24 month extension.

Please read these Instructions carefully and complete all forms as requested. Failure to provide all the requested information may result in your application being deemed non-compliant.

The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.

If a Supplier alters or edits these Instructions, that Supplier's application may be deemed inadmissible.

Suppliers are required to complete or submit all information as requested in Schedule 5 prior to the Closing Date.

No part of the Application will be returned to the Supplier.

Submission of Applications

Please return the signed original of the Application.

Applications must be submitted in the format requested and delivered no later than 15:00, Monday 11th May 2015 ("the Tender Deadline").

The Application must be parcelled, securely sealed and labelled and delivered to the following address:

Application Ref: "Fuels" 2015 / 2016
SEO Corporate Services
Kerry County Council
County Buildings
Rathass
Tralee
Co. Kerry

Late submissions will not be accepted.

It is the responsibility of each individual Supplier to ensure that its Application is delivered to Kerry County Council by the Tender Closing Date. Responsibility for proof of delivery to the correct location before the Tender Closing Date rests with the applicant.

Format of Applications

All Information submitted by the applicant must 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.

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

Suppliers are required to complete the Form of Tender and Pricing Schedule Document at Schedule 3 and return in hard copy format as directed.

The Form of Tender and Pricing Schedule is required for award criteria for the establishment of the Framework only.

On each occasion that a Framework Purchaser decides, at its discretion, to award a Draw-down Contract from the Framework for a supply contract it will do so by way of Mini-Competition.

Termination from the Framework

A Supplier may be terminated from the Framework pursuant to the terms of the Framework Agreement.

The Framework may be terminated at any time during its term at the sole and absolute discretion of the LGOPC and the Contracting Authorities.

Communications and Clarifications

It is mandatory that all Suppliers provide an email address for receiving correspondence during the Evaluation Period and also for any Mini-Competitions as they arise.

During the Evaluation Period, clarification may be sought via e-mail from Suppliers. Responses to requests for clarification shall not materially change any of the elements of the Application submitted.

Suppliers are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is up to the Supplier to ensure that they fully understand the requirements of these Instructions. Where a Supplier does not fully understand the requirements, the query should be logged on www.etenders.gov.ie.

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

Technical Standards

The categories of Fuels are listed in Schedule 2.

All Fuels supplied must comply with all prevailing legal and industry standards during the term of the Framework Agreement. This is a fundamental condition and is a condition precedent to the supply of any Fuels under a draw-down Contract.

All Fuels must comply with the requirements 2009/30/EC, SI 155 of 2011, SI 156 of 2011, SI 119 of 2008 and the following particulars.

- o ***Unleaded Petrol***

Unleaded Petrol with up to 10% Ethanol, for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2008 (or equivalent).

- o ***Automotive Diesel***

Automotive Ultra Low Sulphur Diesel Fuel with up to 7% FAME to EN 14214, for use in Road Vehicles Class A1, conforming to IS EN 590: 2009 (or equivalent).

- o ***Marked Gas Oil***

Fuel Oil for agricultural and industrial engines, which must be at 10ppm Sulphur content or less and must conform to SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.

Fuel Oil for use in static or for use in Central Heating Burners must be at the 1,000ppm and must conform to Class A2 EN 251: 1998 (or equivalent) Winter Grade Gas Oil. BS 2869: 2006 (or equivalent) , SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.

- o ***Kerosene***

Kerosene for use in Heating Systems Class - C2, conforming to BS. 2869: 2010 (or equivalent).

The appointed Suppliers will be fully responsible for the quality of the materials and their compliance with the technical requirements as set out in the tender documents and all statutory requirements.

Compliance may be verified if deemed necessary by conformance testing or by supply of nominated verification data/results at Mini Competition stage.

All Fuels supplied will be in compliance with the technical standards as detailed in this Instructions Document and any further technical requirements as set out in the Mini Competitions.

Suppliers will be fully liable for all Fuels supplied by them through the course of any Draw-down Contract.

LGOPC Discretion

The LGOPC does not undertake to accept the lowest tender, or part or all of any tender and the acknowledgement of receipt of any tender shall not constitute any actual or implied agreement between the LGOPC and the Supplier.

No Collusion

By submission of an Application, the Supplier warrants that:

- o 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 or with any competitor;
- o Unless otherwise required by law, the prices that have been quoted in the Application have not knowingly been disclosed by the Supplier, directly or indirectly, to any other Supplier or competitor, nor will they be so disclosed; and
- o No attempt has been made or will be made by the Supplier to induce any other person or firm to submit or not to submit an Application for the purpose of restricting competition.

2.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

Applications for admittance to the Framework will be checked;

- o to ensure that they are complete and include all information required;
- o to ensure that they comply with the requirements of these Instructions; and

Following this, Suppliers are ranked on price having satisfied the admittance criteria.

Note: If Suppliers submit Declarations (included in schedule 6 of this document) that are later discovered to be false the Supplier will be immediately eliminated from the Framework.

Criteria applying for admittance to the Framework	Weighting
<p>o Relevant Experience</p> <p>Suppliers must complete the declaration that they have satisfactory experience, and has successfully completed similar supply contracts for the fuel types as set out in Schedule 2 giving up to three examples of a supply contract. Declaration and relevant supply experience form must be submitted in hard copy in the form attached.</p>	Pass/Fail
<p>o Specification</p> <p>Confirmation that the requirements of the Specification set out in Schedule 1 of this document can and will be complied with. Declaration must be submitted in hard copy in the form attached.</p>	Pass/Fail
<p>o Insurance</p> <p>Suppliers must complete the declaration that they will have in place the relevant insurance as outlined below and in the Specification (Section A) prior to commencing any Draw-down Contract. Declaration must be submitted in hard copy in the form attached.</p> <ul style="list-style-type: none"> o Employers Liability (€13,000,000) o Public Liability (€6,500,000) o Product Liability (€6,500,000) 	Pass/Fail
<p>o Health & Safety</p> <p>Suppliers must complete the declaration that they are complying with all relevant Health & Safety Legislation. Declaration must be submitted in hard copy in the form attached.</p> <p>A signed and dated copy of the current safety statement will be required following evaluation.</p> <p>Suppliers to confirm that all vehicles will be labeled as appropriate for the goods carried and comply with H&S, CPL and ADR and Carriage of Dangerous Goods Regulations as applicable.</p> <p>Suppliers are referred to Section D of the Specification as set out in Schedule 1</p>	Pass/Fail

<p>o Safe Pass Card/CPC</p> <p>Suppliers are required to complete the declaration that all relevant employees engaged in an activity that requires the following competencies will obtain the relevant certification as follows; Declaration must be submitted in hard copy in the form attached.</p> <p><i>1. Safepass (or equivalent) – required for certain activities</i></p> <p>Part 1, Section 4 of the Safety Health and Welfare at Work (Construction) Regulations 2006 provides details on the categories of workers that recognise a Safety Awareness Registration Card this must comply with the provisions of the Safety, Health, and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Application) Regulations, and the Safety, Health and Welfare at Work (Construction) Regulations 2006 as appropriate.</p> <p>Schedule 4 of the Safety Health and Welfare at Work (Construction) Regulations 2013 provides for the recognition of equivalent safety awareness schemes approved by Solas.</p> <p><i>2. CPC - required for all drivers</i></p> <p>Driver CPC is a legal requirement that Professional Drivers of <u>C1, C1E, C and CE vehicles (trucks) and D1, D1E, D and DE vehicles</u> must comply with. Professional Drivers must possess a Driver CPC qualification for the appropriate license category and be CPC compliant . The legal basis for the Driver CPC programme is EU Directive 2003/59/EC which was transposed into Irish law in 2008 as <u>SI No 359</u>.</p> <p>Suppliers are referred to Section D of the Specification as set out in Schedule 1</p>	Pass/Fail
<p>o Tax Compliance – current Tax Clearance Certificate</p> <p>Suppliers are required to complete the declaration that they are fully tax compliant and hold a current tax clearance certificate. Declaration must be submitted in hard copy in the form attached.</p>	Pass/Fail
<p>o Pay Rates</p> <p>Suppliers are required to complete the declaration that they comply with all statutory requirements in relation to PAYE, PRSI, etc. Declaration must be submitted in hard copy in the form attached.</p>	Pass/Fail
<p>o Personal Situation Declaration Form (Appendix A)</p> <p>Suppliers to forward copy of PSDF in the format as set out in Appendix A. Declaration must be submitted in hard copy in the form attached.</p>	Pass/Fail
<p>o Conflicts of Interest</p> <p>Suppliers are required to complete the declaration that there are no existing conflicts of interest. Declaration must be submitted in hard copy in the form attached.</p>	Pass/Fail

Award Criteria

Suppliers will be assessed on price and ranked in accordance with the criteria set out below. A maximum of up to one hundred of the highest ranked Suppliers per Lot who achieve the highest score will be appointed to the Framework.

Suppliers applying for appointment to the framework for the supply of "Fuels" must be in a position to supply at least one of the fuels as identified in the Lots below in the award criteria. Each Lot will be evaluated separately. A maximum of a total of one hundred of the highest ranked Suppliers per Lot is allowed to fulfill the requirements of the Framework award criteria.

Award Criteria	Weighting
<p>Price</p> <p>Contractors must indicate and complete at least one of the Lots for fuel types included in the Form of Tender and Pricing Schedule included in schedule 3 of this document.</p>	
<p>Lot 1</p> <p>Supply of 2,000 litres of Unleaded Petrol with up to 10% Ethanol, for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2008 (or equivalent).</p>	100% (100 marks)
<p>Lot 2</p> <p>Supply of 2,000 litres of Automotive Ultra Low Sulphur Diesel Fuel with up to 7% FAME to EN 14214, for use in Road Vehicles Class A1, conforming to IS EN 590: 2009 (or equivalent).</p>	100% (100 marks)
<p>Lot 3</p> <p>Supply of 2,000 litres of Fuel Oil for agricultural and industrial engines, which must be at 10ppm Sulphur content or less and must conform to SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.</p>	100% (100 marks)
<p>Lot 4</p> <p>Supply of 2,000 litres of Fuel Oil for use in static or for use in Central Heating Burners must be at the 1,000ppm and must conform to Class A2 EN 251: 1998 (or equivalent) Winter Grade Gas Oil. BS 2869: 2006 (or equivalent), SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.</p>	100% (100 marks)
<p>Lot 5</p> <p>Supply of 2,000 litres of Kerosene for use in Heating Systems Class - C2, conforming to BS. 2869: 2010 (or equivalent).</p>	100% (100 marks)

Award marks (100) will be allocated for each of the Fuel Lots as per the above weighting. Marks will be determined on the basis of the supply of 2,000 litres of each of the five Fuels listed.

The lowest of each price in each Lot will be awarded 100% of the marks of the 100 marks available and the next most competitive will receive a pro rata mark.

Following the evaluation, all Suppliers will be notified of the outcome of the evaluation. Following the expiry of a standstill period, successful Suppliers will be required to sign and return the Framework Agreement.

All documents will have to be completed in hardcopy – a tender submittals document is included in Schedule 5.

No amendments to the Framework Agreement will be accepted or negotiated. Should a successful Supplier fail to enter into a Framework Agreement in the required form, that Supplier shall not be appointed to the Framework. The Framework Agreement includes the terms and conditions of any Draw-down Contract awarded to members of the Framework.

The appointment of the successful Supplier to the Framework does not constitute a commitment or guarantee from the LGOPC or any Framework Purchaser to purchase or procure works from the Supplier and does not confer any exclusivity on the appointed Suppliers. The LGOPC and Contracting Authorities reserve the right to carry out separate procurement processes for any material supplies as described in this competition from any Suppliers outside of the Framework should they, at their sole discretion, consider it appropriate to do so.

Successful Framework Suppliers will be required to comply with the Safety, Health and Welfare at Work Act 2005 and any subsequent relevant Safety, Health and Welfare legislation.

ONLY SUPPLIERS INCLUDED ON THE FRAMEWORK WILL BE ASKED TO TENDER FOR MINI COMPETITIONS

Operation of Mini-Competitions

On each occasion that a Framework Purchaser decides, at its discretion, to award a Draw-down Contract from the Framework it will do so by way of Mini-Competition.

The relevant Framework Purchaser shall issue a Request for Mini Tender to all relevant Framework Suppliers via the LAquotes.ie (supplygov.ie) procurement system. If a Supplier is successful in being appointed a position on the framework, they must register on LAquotes (supplygov), if they have not registered previously.

The Framework Suppliers shall comply with any procedures, processes, time limits, instructions or other requirements as issued by the relevant Framework Purchaser in relation to the Mini Competition and shall bear any and all costs associated therewith. Framework Suppliers will be required to meet the terms and conditions of each competition as published for each Draw-down Contract.

Mini Tenders received will be evaluated on the basis of the pass/fail criteria and award criteria as set out in Appendix 3. However, prior to evaluating any Mini Tender, the Framework Suppliers must satisfy the Framework Purchaser that it meets the pass/fail requirement set out in Appendix 3. Any Framework Supplier that fails to meet the pass/fail criteria may be excluded from further consideration in the Mini Competition.

The acknowledgement of receipt of any Mini Tender shall not constitute any actual or implied agreement between the Supplier and Framework Purchaser.

It is intended that Suppliers performance will be monitored during the Framework. Where any Contractor fails to perform satisfactorily any Draw-down Contract awarded, the Draw-down Contract may be terminated and the Supplier may be eliminated from the Framework. **Please refer to the Framework Agreement for full details of the Contract and Performance Review mechanism.**

For the avoidance of doubt, individual Framework Purchasers may award Draw-down Contracts on behalf of one or more Framework Purchasers.

Suppliers shall ensure that all information is provided with their Application for admittance to the Framework and if successful, any subsequent further information provided for Mini Competitions is correct. Where a Supplier is found to have furnished false, misleading or incorrect information, the LGOPC will impose such sanctions as it deems appropriate in the particular case. The sanction will be determined by the LGOPC at its own discretion and it may include all steps up to the complete exclusion from the Framework and/or termination of the Draw-down Contract.

3.0 GENERAL INFORMATION

Disclaimer

The information provided in these Instructions is offered in good faith for the guidance of the Suppliers participating in this competition. The content of these Instructions are for information purposes only and may not be used for any purpose save for this competition. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission of the LGOPC (which may be withheld in its sole discretion).

These Instructions are a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Instructions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the LGOPC nor Kerry County Council nor their advisers, consultants, 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 should not assume that any such information or statements shall remain unchanged.

The LGOPC is not bound by any anomalies, errors or omissions in these Instructions. Suppliers shall immediately notify the LGOPC should they become aware of any ambiguity, discrepancy, error or omission in these Instructions. The LGOPC shall, upon receipt of such notification, notify all Suppliers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at the LGOPC's sole discretion form part of the Framework Agreement.

The LGOPC reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein at any time by notice by email to Suppliers.

By participating in this competition, the Supplier acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the LGOPC and the Supplier 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 Framework Purchaser of the terms of the Mini Tender, or the entering into of the Draw-down Contract, pursuant to the procedure adopted for the Mini Competition.

The LGOPC reserves the right, without notice:

- o to change the basis of, or the procedures (including the timetable) relating to the Framework
- o to reject any, or all, of the Applications
- o not to invite a Supplier to proceed further
- o not to furnish a Supplier with additional information, or
- o to abandon the competition.

In such circumstances, the LGOPC and its advisors shall not be liable to any persons as a result thereof. The LGOPC shall not be bound to accept any Application and reserves the right not to form a Framework in respect of some or all of the supplies, works and/or services for which Applications are invited.

Conflicts of Interest and Registerable Interest

Any actual or potential conflict of interest involving a tenderer (whether by reason of the tenderer having or having had a role in the LGOPC in relation to the contract or by reason of the tenderer having or having had an interest in another tenderer or another tenderer having or having had an interest in the tenderer) must be fully disclosed by the tenderer as soon as it becomes apparent. The LGOPC reserves the right to raise conflict of interest issues with tenderers.

Where the LGOPC considers 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.

Where the LGOPC considers that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the LGOPC and the tenderer and the LGOPC being fully satisfied that those safeguards have been put in place and will be complied with.

Where the LGOPC considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the tenderer from the tender process, the LGOPC shall exclude the tenderer.

Any registrable interest involving the tenderer and the LGOPC or their relatives must be fully disclosed in the tender, or must be communicated to the LGOPC immediately upon such information becoming known to the tenderer, in the event of this information only coming to the tenderer's notice after the submission of a tender 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.

Freedom of Information Acts

The LGOPC and Kerry County Council is subject to the FOI Act and acknowledges that it would expect information provided in response to these Instructions to potentially be sensitive, confidential and commercially sensitive.

Suppliers 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 can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The LGOPC and Kerry County Council will have regard to such a statement but are not bound by it.

In order to demonstrate compliance with the requirements of any Draw-down Contract a Supplier may rely on the resources of other entities, whatever the legal nature of the link between the Supplier and those other entities. If a Supplier 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 Draw-down Contract, for example by including an undertaking by those entities to make the necessary resources available to the Supplier if successful.

Subcontracting

Suppliers must indicate in their online submission if they intend to sub-contract any part of the contract to third parties and will be asked to identify any such proposed subcontractors prior to entry onto the Framework.

Consortium/Joint venture

A consortium/joint venture will not be required to convert into a specific legal form in order to submit an Application, but may be required to do so prior to award of the Framework Agreement. The LGOPC or Framework Purchaser may:

- o contract with one Supplier who will act as the agreed prime contractor;
- o contract with each member of the consortium/joint venture on the basis of joint and several liabilities;
- o contract with one member of the consortium/joint venture as prime contractor to whom the other members will be sub-contractors; or
- o at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

Tax Clearance Certificate

A current Tax Clearance Certificate or demonstration of a satisfactory level of subcontractor tax compliance will be required from the successful Supplier prior to entering into a Draw-down Contract. Successful Suppliers 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.

Suppliers are required to produce an in date Notification of Determination to the Framework Purchaser or the principal Supplier, before any contract is awarded. Suppliers 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.

Where a Tax Clearance Certificate expires within the course of any Drawn-down Contract, the LGOPC or Framework Purchaser reserves the right to seek a renewed certificate. All payments under a Draw-down Contract will be conditional on the Supplier being in possession of a valid certificate at all times.

Employees

Suppliers shall also be aware that they may be asked to provide evidence prior to commencing any supply contract of membership of a pension and sick pay scheme for all of their employees that will be employed to work on the relevant Draw-down Contract.

The Supplier 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.

Safety Statement

The Supplier 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 to manage safety of its staff, clients and the general public in its premises and outside its premises. 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. If short listed for appointment to the Framework, the Contractor will be asked to submit their Current Safety Statement or equivalent document.

Language

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

Declarations

Suppliers shall ensure that all information provided with their Applications including subsequent further information is correct. Where a Supplier is found to have furnished false, misleading or incorrect information, the LGOPC will impose such sanctions as it deems appropriate in the particular case, and in the case of a false Declaration, the Supplier will be immediately excluded from the Framework. The sanction for other false, misleading or incorrect information will be determined by the LGOPC at its own discretion and it may include all steps up to the complete exclusion from the Framework.

By participating in this competition, Suppliers accept, confirm and acknowledge that any Supplier will be immediately eliminated from the Framework if they do not provide the required evidence of compliance with the Online Declarations when requested by the LGOPC or it is subsequently discovered that any Online Declaration provided is false.

Applicable Law

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

Child Protection and Garda Clearance

It will be a condition of the entry to the Framework and any contracts awarded to Suppliers that their employees, agents or sub-contractors strictly adhere to the Framework Purchaser's Child Protection policy which will be included with the tender documents for the information of Suppliers – if applicable.

It will be a condition of the participation in the Framework that all personnel employed by any Supplier for the purpose of carrying out any Draw-down Contract awarded, including sub-contractors and agents, will be in a position to obtain Garda Clearance if requested to do so at any time during the term of the Framework – if applicable.

4.0 APPENDICES AND SCHEDULES

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

Appendix 1; Contracting Authorities

Appendix 2; Indicative Timetable

Appendix 3; Award Criteria for Mini Competitions

Appendix 4; Glossary of Terms

Schedule 1; Specification Document

Schedule 2; Categories of "Fuels"

Schedule 3; Form of Tender and Pricing Schedule

Schedule 4; Suppliers Nomination Schedule – Contracting Authorities / Fuels

Schedule 5; Tender Submittals

Schedule 6; Declarations

Schedule 7; Appendix A (attached separately as word document)

APPENDIX 1 – CONTRACTING AUTHORITIES

Ref	Contracting Authorities
1	Cavan County Council*
2	Clare County Council
3	Cork City Council*
4	Cork County Council
5	Donegal County Council*
6	Fingal County Council*
7	Galway City Council*
8	Galway County Council*
9	Kerry County Council
10	Kildare County Council*
11	Kilkenny County Council
12	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	Offaly County Council*
20	Roscommon County Council*
21	Sligo County Council*
22	South Dublin County Council*
23	Tipperary County Council
24	Waterford City and County Council
25	Westmeath County Council
26	Wexford County Council
27	Wicklow County Council

* Local Authorities currently on an existing framework and may avail of this framework from 30th July 2015.

APPENDIX 2- INDICATIVE TIMETABLE

Procedure to set up Framework	Date*
Date of Issue of Instructions to Suppliers	Tuesday 31 st March 2015
Deadline for receipt of Queries	Tuesday 5 th May 2015
Date for Receipt of Application to join Framework	Monday 11 th May 2015
Appointment to the Framework	June 2015

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

APPENDIX 3 – AWARD CRITERIA FOR MINI COMPETITIONS

<i>Pre-condition to the award of any Draw-down Contract pursuant to a Mini Competition</i>	
The Supplier can unambiguously demonstrate that they can complete the supply requirements as per the mini-tender documentation and within the nominated time period (if applicable outside normal working hours) as set out in the mini-tender documents.	Pass/Fail

Suppliers that satisfy the pass/fail requirement above will be assessed in accordance with the award criteria below.

<i>Award Criteria for Mini Competitions</i>	Percentage Weighting
Overall Price	100%

Where, after a competition, two Suppliers are level on marks the Framework Purchaser reserves the right to either;

1. Ask the drawn Suppliers to resubmit prices and continue this process until there is a winner, or
2. To divide the contract between the two drawn Suppliers.

APPENDIX 4 – GLOSSARY OF TERMS

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

Application	means an application for admittance to the Framework submitted pursuant to these Instructions
Closing Date	means the latest date for submission of Applications to join the Framework
Draw-down Contract	means the contract as entered into between the Framework Purchaser and the successful Framework Supplier following a Mini-Competition and which will take the appropriate form of the public works contract types
Evaluation Period	means the period during which LGOPC are evaluating Applications
Framework	means the Framework of successful Suppliers set up pursuant to these Instructions
Framework Agreement	means the Agreement which tenderers will be required to enter into if successful in their Application to participate in the Framework
Framework Purchaser	means an individual Local Authority as listed in Appendix 1
Instructions	means this Instruction document and all Appendices and Schedules hereto
Mini Competition	means a tender competition between the Framework Suppliers for the award of a Draw-down Contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini Tenders	means a tender submitted by a Supplier in response to a Mini Competition
Personal Situation Declaration	means the declaration set out in the Appendix A
Specification	means the specification document set out in Schedule 1
Supplier	means an entity that submits an Application
LAQuotes / Supplygov	www.LAQuotes.ie is an online procurement system utilised for the procurement of goods and services for Local Authorities nationally. This system will be renamed www.supplygov.ie in the second quarter of 2015
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 or Good Friday or as specifically set out in the tender documents attached to the mini competition

SCHEDULE 1: GENERAL SPECIFICATION DOCUMENT

The categories of Fuels are listed in Schedule 2.

All Fuels supplied must comply with all prevailing legal and industry standards during the term of the framework agreement. This is a fundamental condition and is considered as a condition precedent to the supply of any fuel under a RTF contract.

All Fuels must comply with the requirements 2009/30/EC, SI 155 of 2011, SI 156 of 2011, SI 119 of 2008 and the following particulars.

- o **Unleaded Petrol**

Unleaded Petrol with up to 10% Ethanol, for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2008 (or equivalent).

- o **Automotive Diesel**

Automotive Ultra Low Sulphur Diesel Fuel with up to 7% FAME to EN 14214, for use in Road Vehicles Class A1, conforming to IS EN 590: 2009 (or equivalent).

- o **Marked Gas Oil**

Fuel Oil for agricultural and industrial engines, which must be at 10ppm Sulphur content or less and must conform to SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.

Fuel Oil for use in static or for use in Central Heating Burners must be at the 1,000ppm and must conform to Class A2 EN 251: 1998 (or equivalent) Winter Grade Gas Oil. BS 2869: 2006 (or equivalent) , SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.

- o **Kerosene**

Kerosene for use in Heating Systems Class - C2, conforming to BS. 2869: 2010 (or equivalent).

The appointed Supplier will be fully responsible for the quality of the materials and their compliance with the technical requirements as set out in the tender documents and all statutory requirements.

Compliance may be verified if deemed necessary by conformance testing or by supply of nominated verification data/results at RFT stage.

The proposed materials to be supplied include but are not limited to those as listed in Schedule 2.

All materials supplied will be in compliance with the technical standards as detailed in this Schedule and Schedule 2 and any further technical requirements as set out in the Mini Competitions.

Suppliers will be fully liable for all products supplied by them through the course of any draw down contract.

Section A: Insurances

The following Insurances are required if awarded a Draw-down Contract;

Public (and Products) Liability Insurance;

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

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

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

Employers Liability Insurance;

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

The Employers Liability Insurance will meet the following requirement:

- o Cover must apply to the employees of the Supplier engaged on the Draw-down Contract.
- o The liability for death or injury to employees must be covered on an unlimited basis.
- o The cover must indemnify the Framework Purchaser as principal and must include a non-vitiation clause.
- o Cover must be extended to cover the Supplier in respect of liability assumed by him under the Draw-down Contract, e.g. the description of the insured's business must be unambiguous.

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

Suppliers do not need to have the insurances outlined above in place at the time of submitting an Application but will be required to put those insurances in place should they be successful in a Mini Competition. The Framework Purchaser will not be responsible for any cost incurred by Suppliers in putting in place the required insurances.

Insurance of Subcontractors

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

Exclusions

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

- o 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 Suppliers insurance policy.

or

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

No Framework Supplier shall be awarded a contract unless satisfactory evidence of insurance is submitted prior to contract award by the Insurance Broker/Company. Where the Insurance Policy in question lapses prior to the end of the period of the Framework it shall be the responsibility of the Supplier to ensure that said policy is renewed.

The onus is on the Supplier to advise the LGOPC when their insurance has lapsed or has been cancelled. All Suppliers must notify the LGOPC and the Framework Purchaser of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in immediate barring of the Suppliers for the duration of the Framework.

Section B: Payment, Tax Clearance, etc.

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

The Suppliers invoice shall show the following information:

- o The Suppliers name and address
- o The Suppliers VAT Registration Number
- o Invoice number and date
- o The Contracting Authorities order number
- o The RFT (Request For Tender) reference number from the supplygov system

Prior to invoicing, some Contracting Authorities may require Suppliers to submit periodic (e.g. weekly or monthly) statements of materials/services provided during the period, for the purpose of certification.

Payment: A number of the Contracting Authorities only pay via EFT(Electronic Fund Transfer) and the remittance is sent to Supplier via email.

Each of the Contracting Authorities is subject to the provisions of the Freedom of Information(FOI) Act 1997 and the Freedom of Information (Amendment) Act 2003. If you consider that any of the information supplied by you is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified in a separate letter. In such cases, the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for in the Act.

The Supplier or his/her agent will take their instructions from the Director of Services, or authorised employees.

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.

Suppliers engaged by Contracting Authorities shall provide the names and addresses of all drivers of delivery vehicles in the "Driver's Details" section of supplygov.ie and enter updates as the need arises during the currency of the Framework.

Suppliers and their employees are expected to adhere to acceptable standards of behavior, i.e. standards expected of Contracting Authorities staff.

Section D: Health & Safety (Legal/Paperwork)

All Suppliers shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising there under. All articles and substances supplied for use at work, including any plant, machine, tool or hazardous substance, shall comply with the requirements of the current Safety, Health & Welfare at Work Act, Regulations, Codes of Practice and Guidance.

All employees entering Local Authority sites shall have a Safe Pass Card, with FAS accreditation. Details to be submitted online and original cards must be available upon request on site on any given day.

All employees driving delivery vehicles shall have a current full driver's license pertaining to the item(s) of vehicle they are driving. Copies to be available upon request on site on any given day.

All employees driving delivery vehicles shall hold a current marked fuel licence who deliver marked gas oil or marked kerosene pertaining to the item(s) of vehicle they are driving. Copies to be available upon request on site on any given day.

All employees driving delivery vehicles shall hold a current auto fuel traders licence who deliver mineral oil (i.e hydrocarbon oil, liquefied petroleum gas and substitute fuel) for use for combustion in the engine of a motor vehicle, pertaining to the item(s) of vehicle they are driving. Copies to be available upon request on site on any given day.

Section F: Supplies and Services Terms & Conditions

The Supplier is responsible for ensuring that the supplied Fuels meet the required Specification as detailed here and in any Mini-Competition.

The Supplier may be required to produce evidence of a quality control plan and quality control documentation to prove testing against and compliance with the required specification. The supplied Fuels shall be in accordance with the relevant Specification. Should the supplied Fuel not conform to the standards, the Supplier will be excluded from the Framework.

A Safety Data Sheet (SDS) must be supplied with all hazardous substances.

SCHEDULE 2: CATEGORIES OF "FUELS"

- o Unleaded Petrol
- o Duty Paid Diesel Oil (D.E.R.V.)
- o Sulphur Free Marked Gas Oil
- o Kerosene (28 second oil/Heating Oil)

SCHEDULE 3: FORM OF TENDER AND PRICING SCHEDULE

To: Local Government Operational Procurement Centre

Having read and understood the Instructions (including the Specification Document, and the Framework Agreement) we hereby tender to Supply "Fuels" including Petroleum and Oils.

We confirm that this Tender offer shall remain open for acceptance by you for a period of six calendar months from the Tender 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 Fuels sought on the basis of the information contained in the annexed Schedules and contained in the Form of Tender and Pricing Schedule submitted by us in hard copy and we understand and acknowledge that the essence of tendering is that the 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 tenderer done and we undertake that we will not do at any time any of the following acts;

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

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

In this Form of Tender and Pricing Schedule the word "person" includes any persons and 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 and Pricing Schedule shall have the same meaning as in the Framework Agreement.

Pricing Schedule

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

Suppliers applying for appointment to the framework for the supply of "Fuels" must be in a position to supply at least one of the fuels as identified in Lots in the pricing schedule below.

Suppliers should provide competitive prices in line with current market rates at the time of tender.

The Pricing schedule is to be priced excluding delivery (ex works).

The Pricing Schedule is to be priced at rates dated on or around the date of your tender return.

Contractors must indicate (✓) their selection(s) and provide a price for at least one of the Lots below.

Description	Please Tick (✓)	Quantity	Unit	Rate €	Total €
Lot 1 - Supply of Unleaded Petrol with up to 10% Ethanol, for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2008 (or equivalent).	<input type="checkbox"/>	2,000	Litres		
Lot 2 - Supply of Automotive Ultra Low Sulphur Diesel Fuel with up to 7% FAME to EN 14214, for use in Road Vehicles Class A1, conforming to IS EN 590: 2009 (or equivalent).	<input type="checkbox"/>	2,000	Litres		
Lot 3 - Supply of Fuel Oil for agricultural and industrial engines, which must be at 10ppm Sulphur content or less and must conform to SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.	<input type="checkbox"/>	2,000	Litres		
Lot 4 - Supply of Fuel Oil for use in static or for use in Central Heating Burners must be at the 1,000ppm and must conform to Class A2 EN 251: 1998 (or equivalent) Winter Grade Gas Oil. BS 2869: 2006 (or equivalent), SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.	<input type="checkbox"/>	2,000	Litres		
Lot 5 - Supply of Kerosene for use in Heating Systems Class - C2, conforming to BS. 2869: 2010 (or equivalent).	<input type="checkbox"/>	2,000	Litres		

Duly authorised to sign on behalf of the tenderer:

Signed: _____

On behalf of: _____

Date: _____

Name of tenderer: _____

Postal Address: _____

Contact email address: _____

Signature: _____

Print Name of signatory: _____

Capacity or authority of signatory: _____

Dated: _____

SCHEDULE 4: SUPPLIERS NOMINATION SCHEDULE – CONTRACTING AUTHORITIES / FUELS**Name of Supplier:** _____**Nomination of Contracting Authorities**

Below suppliers should nominate their interest in which Contracting Authority they wish to be considered for.

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

* Local Authorities currently on an existing framework and may avail of this framework from 30th July 2015.

Name of Supplier: _____

Nomination of Fuels

Below suppliers should indicate their interest in which fuels they intend supplying

Fuel Type	Please Indicate (✓)
Lot 1 - Supply of Unleaded Petrol with up to 10% Ethanol, for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2008 (or equivalent).	<input type="checkbox"/>
Lot 2 - Supply of Automotive Ultra Low Sulphur Diesel Fuel with up to 7% FAME to EN 14214, for use in Road Vehicles Class A1, conforming to IS EN 590: 2009 (or equivalent).	<input type="checkbox"/>
Lot 3 - Supply of Fuel Oil for agricultural and industrial engines, which must be at 10ppm Sulphur content or less and must conform to SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.	<input type="checkbox"/>
Lot 4 - Supply of Fuel Oil for use in static or for use in Central Heating Burners must be at the 1,000ppm and must conform to Class A2 EN 251: 1998 (or equivalent) Winter Grade Gas Oil. BS 2869: 2006 (or equivalent), SI 119 of 2008, SI 155 of 2011 and SI 156 of 2011.	<input type="checkbox"/>
Lot 5 - Supply of Kerosene for use in Heating Systems Class - C2, conforming to BS. 2869: 2010 (or equivalent).	<input type="checkbox"/>

SCHEDULE 5 – TENDER SUBMITTALS

Please ensure that all of the following have been submitted as per the details below by the Closing Date.

These tender submittals have been prepared as an assistance only to the applicant – it is the sole responsibility of the applicant to ensure that all information requested through the Instructions Document is included as required notwithstanding any omission or error in the preparation of the tender submittals.

<i>Document name</i>	
	<i>To be submitted in hardcopy to Corporate Services Kerry County Council as below</i>
Form of Tender and Pricing Schedule	Yes
Suppliers Nomination Schedule – Contracting Authorities / Fuels	Yes
Scheduled Declarations (to be completed on headed paper)	Yes
Declaration that the Applicant has satisfactory experience and has successfully completed similar supply contracts including completed relevant supply experience form (to be completed on headed paper)	Yes
Declaration that the Applicant can meet the requirements of the specification (to be completed on headed paper)	Yes
Declaration that the Applicant can meet the requirements for Safepass/CPC (to be completed on headed paper)	Yes
Declaration that the Applicant can meet the requirements for Health and Safety Legislation (to be completed on headed paper)	Yes
Declaration that the Applicant can meet the requirements for Insurances (to be completed on headed paper)	Yes
Declaration that the Applicant can meet the requirements for Tax Compliance, Pay Rates and Conflicts of Interest (to be completed on headed paper)	Yes
Declaration: PSDF in the format as set out in Appendix A	Yes

Failure to submit the details above may result in the Application being disqualified.

Postal address for Corporate Services

**Application Ref: "Fuels"2015 / 2016
 SEO Corporate Services
 Kerry County Council
 County Buildings
 Rathass
 Tralee
 Co. Kerry**

SCHEDULE 6 – DECLARATIONS

- Declarations – attached separately as word documents – (to be completed on headed paper and returned in hard copy).
- Scheduled Declarations (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant has satisfactory experience and has successfully completed similar supply contracts for fuel types as set out in schedule 2 of the Instructions Document Including Relevant Supply Experience Form: Supply of "Fuels". (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant can meet the requirements of the specification set out in schedule 1 of this document. (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant can meet the requirements for Safepass/CPC. (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant can meet the requirements for Health and Safety Legislation. (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant can meet the requirements for Insurances. (to be completed on headed paper and returned in hard copy).
- Declaration that the Applicant can meet the requirements for Tax Compliance, Pay Rates and Conflicts of Interest. (to be completed on headed paper and returned in hard copy).

Scheduled Declarations

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

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

Declarations completed by Supplier;		
o Does the Contractor/Supplier have employees?	Yes	
o I confirm that the Contractor/Supplier complies with Safety, Health and Welfare at Work Act, 2005	Yes	
o Does the Contractor/Supplier intend to subcontract all or part of any works	Yes	No

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration that the Applicant has satisfactory experience and has successfully completed similar supply contracts for fuel types as set out in schedule 2 of the Instructions Document

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

Minimum requirement as set out in the Criteria for Admittance to the Framework – satisfactory experience

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply of "Fuels", that our company has satisfactory experience and has successfully completed similar contracts for fuel types as set out in the Instructions Document.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Relevant Supply Experience Form: Supply of "Fuels"

Name of Supplier: _____

Address of Supplier: _____

Suppliers must fill out at up to **three** examples of completing a supply contact.
 The supplier agrees that the LGOPC can confirm the substantive details of these references with those nominated in the table.

Reference No 1.

Supply contract details	
Client/Awarding Authority	
General contract details, type of Fuels supplied	
Quantities of Fuels supplied	
Date of supply	
Contact details for references in the Contracting Authority: Name; Phone no; e-mail;	

Reference No 2.

Supply contract details	
Client/Awarding Authority	
General contract details, type of Fuels supplied	
Quantities of Fuels supplied	
Date of supply	
Contact details for references in the Contracting Authority: Name; Phone no; e-mail;	

Reference No 3.

Supply contract details	
Client/Awarding Authority	
General contract details, type of Fuels supplied	
Quantities of Fuels supplied	
Date of supply	
Contact details for references in the Contracting Authority: Name; Phone no; e-mail;	

Declaration that the Applicant can meet the requirements of the Specification

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

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

A Dhaoine Uaisle,

I declare that as an applicant interested in being assessed for suitability for appointment to the Framework for the Supply of "Fuels" ,that our company can meet the requirements of the specification set out in schedule 1 of this document.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

Declaration that the Applicant can meet the requirements for Safepass/CPC

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

Minimum requirement as set out in the Criteria for Admittance to the Framework – Safepass/CPC

A Dhaoine Uaisle,

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

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

As a Supplier interested in this framework it is confirmed that all relevant employees engaged in an activity that requires the following competencies as necessary has 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.

3. CPC - required for all drivers

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

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

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

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

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

A Dhaoine Uaisle,

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

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

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

- o All supply and other Contracts 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
- o All vehicles used for the delivery of fuels 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]

Date: _____

Declaration that the Applicant can meet the requirements for Insurances.

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

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

A Dhaoine Uaisle,

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

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

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

- 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]

Date: _____

Declaration that the Applicant can meet the requirements for Tax Compliance, Pay Rates and Conflicts of Interest.

Print on Letterhead Paper.

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

Regarding: Application for appointment to the Framework for the Supply of "Fuels" Including Petroleum and Oils to Local Authorities

Minimum requirement as set out in the Criteria for Admittance to the Framework – Tax Compliance, Pay Rates and Conflicts 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 "Fuels", that our company meets the minimum criteria as set out in the Instructions Document.

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

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

1. We are fully tax compliant and the holder of a current Tax Clearance certificate.
2. We have a Pension and Sickness Scheme in place for Employees.
3. We confirm that we comply with all statutory requirements in relation to PAYE and PRSI, employment agreements registered or purported to be registered under the Industrial Relations Act 1994 to 2012, relevant sick pay and pension schemes and minimum standard conditions and pay rates of the relevant industry.
4. We as a Supplier (including any parent, subsidiary or associated company of the Contractor/Supplier or any director, partner or person in an equivalent position in the Contractor/Supplier) confirm that (a) it is not engaged in any service or operation which relates or may relate in any direct way to the outcome of this Competition; and (b) there is no registerable interest involving the tenderer or any subcontractors and any of the members of Contracting Authorities or their relatives.

Is mise, le meas

Signed: _____
On behalf of [Name of Supplier]

Date: _____

SCHEDULE 6 – APPENDIX A

- Appendix A – Applicant's Personal Situation Declaration (attached separately as word document) (to be completed and returned in hard copy).

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

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

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

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

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

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

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

- (a) has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established or with those of the country of the 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 practicing Solicitor

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