



# LAQuotes Irish Water Plant Hire Procurement Region 1 to 7

## **INSTRUCTIONS DOCUMENT**

### **THE PROVISION OF PLANT HIRE FOR WATER SERVICES INFRASTRUCTURE REQUEST FOR APPLICATIONS FOR APPOINTMENT TO THE FOLLOWING PANELS**

- Panel 1: Region 1 – Counties: Donegal, Leitrim, Sligo, Roscommon and Mayo  
Panel 2: Region 2 – Counties: Galway, Clare, Limerick and Tipperary  
Panel 3: Region 3 – Counties: Cork and Kerry  
Panel 4: Region 4 – Counties: Waterford, Kilkenny, Wexford and Carlow  
Panel 5: Region 5 – Counties: Kildare, Wicklow, Laois and Offaly  
Panel 6: Region 6 – Counties: Meath, Westmeath, Longford, Louth, Cavan and Monaghan  
Panel 7: Region 7 – County Dublin

<b>LAQUOTES REFERENCE NUMBER:</b>	<b>Irish Water Plant Hire (Region 1 to 7) 2015</b>
<b>TRANCHE ONE CLOSING DATE:</b>	<b>Monday, 20<sup>th</sup> October 2014</b>
<b>CLOSING TIME:</b>	<b>15:00</b>
<b>DATED ISSUED:</b>	<b>19<sup>th</sup> September 2014</b>

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**Please Submit Applications Online at [www.LAQuotes.ie](http://www.LAQuotes.ie)**

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## INSTRUCTIONS TO APPLICANTS

### 1. INTRODUCTION AND PROJECT DESCRIPTION

#### About Irish Water

- 1.1. In 2011, the Irish Government commissioned an independent assessment on the transfer of water services functions from the 34 City and County Councils to a public water utility. This independent assessment focused on an assessment of the current provision of water services and analysis on the optimal organisational form for the public water utility. This emanated from the commitments set down in the programme for Government and in the Programme of Financial Support between the Government and the EU/IMF/ECB. In April 2012, the Government announced that Irish Water is to be established as an independent state owned company within the Bord Gáis Group (legal name has changed to Ervia). The independent assessment recommended a transition strategy using a staged approach with City and County Councils acting as agents of Irish Water for a period with Irish Water taking over their operations on a phased basis from January 2015 with a full transfer of operations by the end of 2017 at the earliest.
- 1.2. In its role as a provider of drinking water and waste water services to household, commercial and industrial customers in Ireland (not served by Group Water Schemes), the responsibilities of Irish Water as specified by the Government are:
  - The abstraction, treatment and distribution of drinking water;
  - The collection and treatment of waste water and sludge disposal;
  - Strategic planning for the sector including water resource management;
  - Source private finance for investment in capital projects;
  - The roll-out of the water metering programme;
  - Customer billing and relationship management, including requests for new connections;
  - Conservation of water supplies through maintaining and upgrading the infrastructure including investment on mains rehabilitation.
- 1.3. Irish Water is established under the Water Services Act 2013. Initially responsible for commencing two new activities in water (domestic metering & domestic billing) Irish Water will ultimately become responsible for all of the existing domestic & commercial, water and wastewater activities of Ireland's 31 City and County Councils through 2014/15.
- 1.4. For more information on Irish Water, please see IW's website, which can be found at [www.water.ie](http://www.water.ie).

#### About Ervia, formerly Bord Gáis Éireann

- 1.5. Bord Gáis Éireann (**BGE**) was established in 1976 and is a commercial State body operating in the energy and water industries. A commercial enterprise majority owned by the Irish State<sup>[1]</sup>, the company, headquartered in Cork City, Ireland employs over 1,000 staff. In its Annual Report and Financial Statements for 2012, BGE reported a revenue of €1,625 million<sup>[2]</sup>.

With effect from 20 June 2014, Bord Gáis Éireann's legal name has changed to Ervia.

This change of name arises from the sale of the Bord Gáis Energy business. The sale

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[1] BGE is majority owned by the Government of Ireland, through the Minister for Finance (86.73%), the Minister for Communications, Energy and Natural Resources (10%), while the Bord Gáis Employee Share Ownership Trust holds 3.27%.

[2] BGE's Annual Report and Financial Statements for 2012 may be accessed at: [http://bordgais.annualreport12.com/BG\\_AR12.pdf](http://bordgais.annualreport12.com/BG_AR12.pdf)

of that business included the sale of the Bord Gáis Éireann name and brand.

The change of name was effected by an order made under section 8 of the ESB (Electronic Communications Networks) Act 2014. Excluding the sale of the Bord Gáis Energy business and consequent change of name, the Ervia business remains the same.

All references in any document, legislation or legal proceedings to Bord Gáis Éireann, from 20 June 2014, should be taken as a reference to Ervia.

Ervia is currently undertaking a process of organisational change to comply with Government requirements with respect to the sale of the Bord Gáis Energy business and the unbundling requirements of the Third Gas Directive (Directive 2009/73/EC). Accordingly, Ervia reserves the right to transfer all or any part of the contract to be awarded pursuant to this competition to one or more third parties (which may be an associated company of Ervia (for example, a networks subsidiary of Ervia)).

### **The Procedure**

- 1.6. Irish Water hereby invites Applications from suitable Applicants who wish to be included on one or more of the Panels of Suppliers for the provision of plant hire to Irish Water in Region 1 to 7 (as identified on the map appended to these Instructions as Appendix 4). The Applicants that are admitted to a Panel will then be invited to submit Call Off Tenders for that plant hire. The procedure for the operation of the Panels is set out in Section 2 of these Instructions. Kerry County Council is coordinating the setting up of the Panels on behalf of Irish Water, utilising the LAQuotes online procurement system, but accepts no liability whatsoever in relation to its role in this competition.
- 1.7. This competition is not subject to the European Communities (Award of Contracts by Utility Undertakings) Regulations 2007 and is being undertaken in accordance with the rules and procedures set out in these Instructions only.
- 1.8. Suitably qualified Applicants are hereby invited to submit an Application to join the Panels. Applications will be assessed in accordance with the selection criteria set out at **Appendix 1**.
- 1.9. Irish Water expects to set up the Panels in accordance with the indicative timetable set out in Appendix 3. Irish Water reserves the right in its absolute discretion to amend that timetable.

### **The Plant and Machinery**

- 1.10. The categories of plant and machinery to be procured under the Panels are listed in Schedule 2 and available when Applicants logon to [www.LAQuotes.ie](http://www.LAQuotes.ie). Applicants may apply to supply one or more items on the online application forms. If more than one item of plant of the same type is available each item should be listed separately and identified separately by serial number and registration number if available. The serial number shall be the manufacturer's identification mark unique to the machine. If an identification number is not provided for an item then it will not be eligible for inclusion as an item to be procured from the Panels.

### **The Duration of the Panel and Termination from the Panels**

- 1.11. It is anticipated that Tranche one for the 7 Panels will commence in January 2015 and that the Panels will be for one year (i.e. calendar year 2015) subject to budget and other factors with a possible extension of one year at the discretion of Irish Water. Irish Water

may re-open the Panels and invite new Applications (Tranche two) during the initial year at the sole discretion of Irish Water.

- 1.12. If an Applicant is terminated from a Panel pursuant to clause 11 (Termination) of the Agreement, that Applicant shall not be entitled to re-join that Panel, or any other Panel during the term of the Agreement.

### **Electronic Procurement and Deadlines for First Tranche**

- 1.13. This procurement process is being conducted electronically. No hard copy documents are issued to Applicants. Applications are to be delivered electronically only. If an Applicant wishes to be included in the first tranche of Applicants that are admitted to the Panels it is the responsibility of that Applicant to ensure that its Application is submitted online at [www.LAQuotes.ie](http://www.LAQuotes.ie) by 15:00 hours on Monday, 20<sup>th</sup> October 2014. Late Applications and Applications via email or fax will not be accepted for admission to the first tranche of Suppliers that are appointed to the Panels but, as indicated above, Irish Water may re-open the Panels and invite new Applications (Tranche two) during the initial year at the sole discretion of Irish Water.

### **Formalities**

- 1.14. 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.** If a section of the online questionnaire is not applicable to your operations please indicate N/A. Appendix 5 to these Instructions contains a glossary. Unless the context otherwise requires, capitalised terms in these Instructions have the meaning given in the glossary.
- 1.15. Please note that all information relating to the Panels, including Instructions, clarifications and changes, will be published on the Irish Government's eTenders website ([www.etenders.gov.ie](http://www.etenders.gov.ie)) ONLY.
- 1.16. Irish Water will not accept responsibility for information relayed (or not relayed) via third parties.
- 1.17. If the Applicant alters or edits these Instructions, that Applicant's Application may be deemed inadmissible.

### **Queries prior to Evaluation:**

- 1.18. All responses to queries raised will be transmitted via [www.etenders.gov.ie](http://www.etenders.gov.ie). Questions will only be accepted via [www.etenders.gov.ie](http://www.etenders.gov.ie). Applicants should note that the deadline for the receipt of queries is Thursday, 9<sup>th</sup> October 2014.

### **Clarification during Evaluation Period:**

- 1.19. During the Evaluation Period, clarification may be sought via e-mail from Applicants. Responses to requests for clarification may not materially change any of the elements of the Application submitted.
- 1.20. It is mandatory that all Applicants provide an email address for receiving correspondence during the Evaluation Period and also for any Call Off Competitions as they arise. The email address information is to be provided online at [www.LAQuotes.ie](http://www.LAQuotes.ie).

## **2. THE SETTING UP AND OPERATION OF THE PANELS**

### **Evaluation Procedure for Admission to the Panels**

- 2.1. Applications will be checked:

- 2.1.1. to ensure that they are complete and include all information required;
- 2.1.2. to ensure that they comply with the requirements of these Instructions; and
- 2.1.3. in particular, to ensure that the required information has been submitted online at [www.LAQuotes.ie](http://www.LAQuotes.ie) by the Tranche One Closing Date.
- 2.2. Applicants that fail to meet any of the preliminary checks may, at Irish Water's absolute discretion, be eliminated from this competition.
- 2.3. Following this, Applicants' suitability will be assessed in accordance with the selection criteria set out at **Appendix 1**. To assist in the evaluation of applications, Irish Water may ask any Applicant to clarify or supplement the content of any aspect of its Application.
- 2.4. Following the evaluation, all Applicants will be notified of the outcome of the evaluation. Successful Applicants will be required to sign and return the Agreement, a copy of which can be downloaded from [www.LAQuotes.ie](http://www.LAQuotes.ie) or [www.etenders.gov.ie](http://www.etenders.gov.ie) and to provide a signed copy of the Personal Situation Declaration (in the form attached at **Schedule 4**). It is a condition of the appointment of the Applicant to the Panels that the Agreement and the completed Personal Situation Declaration is signed and returned to Kerry County Council. No amendments to the Agreement or the Personal Situation Declaration will be accepted or negotiated. Should a successful Applicant fail to provide the Personal Situation Declaration or to enter into the Agreement in the required form, that Applicant shall not be appointed to the Panels. The Agreement includes the terms and conditions of any Call Off Contract awarded to members of the Panels.
- 2.5. No part of the Application will be returned to the Applicant.
- 2.6. The appointment of the successful Applicant to a Panel does not constitute a commitment or guarantee from Irish Water to purchase or procure any supplies from the Applicants and does not confer any exclusivity on the appointed Applicant. Irish Water reserves the right to carry out separate procurement processes for any supplies and services described in this competition from any Applicant outside of the Panels should they, at their sole discretion, consider it appropriate to do so.

#### **Operation of Call Off Contracts**

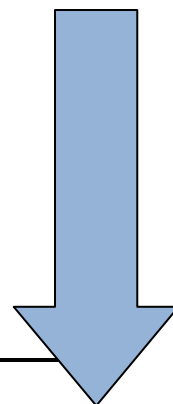
- 2.7. Call Off Contracts will be awarded following the procedure set out in schedule 3 of the Agreement. The Applicants will be required to submit fixed prices in accordance with the specific requirements of the Call Off Competition. Irish Water will indicate which pricing method will be applied – hourly rate – plant only, hourly rate – plant and operator, daily rate, price per job etc. The Call Off Contracts will be awarded either on the basis of most economically advantageous tender (MEAT) by application of the indicative selection criteria set out in Appendix 2 as may be supplemented as appropriate in relation to the specific drawdown requirements, or on the basis of the lowest price. The type of procedure used, whether MEAT or lowest price, will be stated in the Call Off Competition.
- 2.8. As regards the call off procedure set out in schedule 3 of the Agreement, Irish Water does not undertake to accept the lowest tender for any Call Off Contract, or part or all of any such tender and the acknowledgement of receipt of any Call Off Tender shall not constitute any actual or implied agreement between Irish Water and the Applicant.

**Diagram 1**

STEPS FROM ADVERTISEMENT TO CALL OFF CONTRACT

Application for inclusion on a Panel

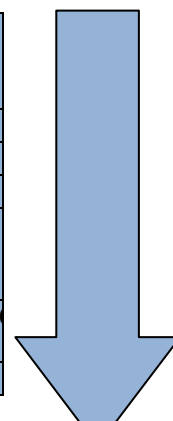
1	<b>SELECTION CRITERIA</b>	HEALTH AND SAFETY DECLARATION HAS BEEN SUBMITTED
		SAFETY STATEMENT MEETS IRISH WATER'S MINIMUM REQUIREMENTS
		INSURANCE DECLARATION HAS BEEN SUBMITTED
		SAFE PASS CARD (online form completed)
		TAX COMPLIANCE DECLARATION HAS BEEN SUBMITTED
		DECLARATION REGARDING PAYING MINIMUM WAGE
		DECLARATION REGARDING CONFLICTS OF INTEREST



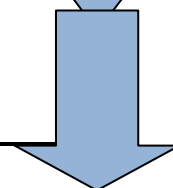
**ONLY THOSE INCLUDED ON A PANEL  
WILL BE ASKED TO TENDER FOR CALL OFF COMPETITIONS**

Tender for the award of a Call Off Contract (see Appendix 2)

2	<b>INDICATIVE SELECTION CRITERIA</b>	AVAILABILITY OF MACHINERY
		ABILITY TO RESPOND WITHIN THE REQUIRED TIME
		CONFIRMATION THAT SPECIFICATION IS MET
		REQUIRED QUALIFICATION / CERTIFICATION IS MET
		AVAILABILITY OUTSIDE WORKING HOURS AND ABILITY TO RESPOND WITHIN REQUIRED TIMEFRAMES (if applicable)
		REQUIRED EXPERIENCE OF SUCCESSFULLY COMPLETING SIMILAR PROJECTS



3	<b>INDICATIVE AWARD CRITERIA</b>	OVERALL PRICE
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### 3. GENERAL INFORMATION

#### Disclaimer

- 3.1. The information provided in these Instructions is offered in good faith for the guidance of the Applicants participating in this competition. The content of these Instructions are for information purposes only and may not be used for any purpose save for this competition. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used for design purposes without the prior written permission of Irish Water (which may be withheld in its sole discretion).
- 3.2. 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 Irish Water 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, Applicants should not assume that any such information or statements shall remain unchanged.
- 3.3. Irish Water is not bound by any anomalies, errors or omissions in these Instructions. Applicants shall immediately notify Irish Water should they become aware of any ambiguity, discrepancy, error or omission in these Instructions. Irish Water shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at Irish Water's sole discretion form part of the Agreement.
- 3.4. Irish Water reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein at any time by notice by email to Applicants.
- 3.5. Any advice of a modification to these Instructions shall be issued at least five days (5) before the Closing Date (i.e. 15<sup>th</sup> of October 2014) on [www.etenders.gov.ie](http://www.etenders.gov.ie) only and shall be issued as an addendum to, and shall be deemed to constitute part of, the Applications. If necessary, Irish Water shall revise the Tranche One Closing Date in order to comply with this requirement.
- 3.6. Each Applicant's costs will be the sole liability of that Applicant. Irish Water has no obligation to reimburse the Applicant in respect of costs incurred by it in the preparation of its Application or otherwise as a result of its participation in this competition, whatsoever or howsoever arising.
- 3.7. By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between Irish Water and the Applicant prior to the execution of the Agreement nor will there exist any contractual, implied or quasi-contractual relationship in relation to a Call Off Competition prior to the acceptance by Irish Water of the terms of the Call Off Tender, or the entering into of the Call Off Contract, pursuant to the procedure adopted for the Call Off Competition.
- 3.8. Irish Water reserves the right, without notice:
  - to change the basis of, or the procedures (including the timetable) relating to the Panels;
  - to reject any, or all, of the Applications;
  - not to invite an Applicant to proceed further;
  - not to furnish an Applicant with additional information; or



- to abandon the competition.

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

### **Confidential information**

- 3.9. Applicants are asked to consider if any of the information supplied by them in response to these Instructions should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. Irish Water and Kerry County Council will have regard to such a statement but are not bound by it, and will comply with the requirements of any applicable legislation in this regard (including obligations under the Freedom of Information legislation).

### **Key Requirements**

- 3.10. Applicants are required to complete their Applications online at [www.LAQuotes.ie](http://www.LAQuotes.ie). If a question is not applicable to the Applicant's operations please indicate N/A.
- 3.11. In order to demonstrate compliance with Irish Water's requirements, an Applicant may rely on the resources of other entities, whatever the legal nature of the link between the Applicant and those other entities. If an Applicant is relying on the resources of another entity, it must prove to Irish Water in the Application that those resources will be available to it for the performance of any Call Off Contract, for example by including an undertaking by those entities to make the necessary resources available to the Applicant if successful.
- 3.12. Applicants 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 Panels.
- 3.13. 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 Agreement. Irish Water may:
- 3.13.1. contract with one contractor who will act as the agreed prime contractor;
  - 3.13.2. contract with each member of the consortium/joint venture on the basis of joint and several liabilities;
  - 3.13.3. contract with one member of the consortium/joint venture as prime contractor to whom the other members will be sub-contractors; or
  - 3.13.4. at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.
- 3.14. A current Tax Clearance Certificate or demonstration of a satisfactory level of subcontractor tax compliance will be required from the successful Applicants prior to entering into a Call Off Contract. Successful Applicants must comply with the terms of the Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement. These certificates and clearance requirements will be required prior to the contract award but do not have to be submitted as part of any Application at this stage. Applicants are now required to produce an in date Notification of Determination to Irish Water or the principal contractor, before the contract is awarded. Applicants requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I should contact their local Revenue office. Contact details are available on the Revenue website at [www.revenue.ie](http://www.revenue.ie).

- 3.15. Where a Tax Clearance Certificate expires within the course of the contract, Irish Water reserves the right to seek a renewed certificate. All payments under a Call Off Contract will be conditional on the Applicant being in possession of a valid certificate at all times.
- 3.16. Applicants 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 Call Off Contract.
- 3.17. The Applicant 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.
- 3.18. Applicants are required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at [www.LAQuotes.ie](http://www.LAQuotes.ie). Applicants are required to complete or submit all other information as requested in the Applicants' Checklist set out in Schedule 3 prior to commencing any contract.
- 3.19. The Applicant 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 Applicant 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. In the situation where a safety statement is currently on file on the LAQuotes system and meets these revised requirements, the Applicant shall be required to complete a safety statement declaration form which can be downloaded from [www.LAQuotes.ie](http://www.LAQuotes.ie).
- 3.20. Applicants are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is up to the Applicant to ensure that they fully understand the requirements of these Instructions. Where an Applicant does not fully understand the requirements, the query should be logged on [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 3.21. If an Applicant fails to comply in any way with these Instructions, Irish Water may (but is not obliged to) disqualify the Applicant concerned and reject its Application. Without prejudice to this right, Irish Water may (but is not obliged to) seek clarification or further information from the Applicant (that does not materially alter its Application) or take any other step permitted by law.
- 3.22. Where Irish Water requests clarification or further information on any matters relating to the Application, such information shall be submitted no later than the date specified in the request.
- 3.23. All correspondence in relation to the competition shall be in the English language or the Irish language (accompanied by an English translation).
- 3.24. Applicants shall ensure that all information provided with their Applications including subsequent further information is correct. Where an Applicant is found to have furnished false, misleading or incorrect information, Irish Water will impose such sanctions as it deems appropriate in the particular case, and in the case of a false Online Declaration, the Applicant will be immediately excluded from the Panel(s). The sanction for other false, misleading or incorrect information will be determined by Irish Water at its own discretion and it may include all steps up to the complete exclusion from the Panel(s).
- 3.25. A Call Off Contract may include the requirement to carry out the role of Project Supervisor for the Design Process, Project Supervisor Construction Stage or both. For the avoidance of doubt, in the event that these roles are required the tenderers will be

entitled to rely on the experience and competency of other entities when submitting a quotation.

- 3.26. By participating in this competition, Applicants accept, confirm and acknowledge that:
1. any Applicant will be immediately eliminated from the Panels if they do not provide the required evidence of compliance with the Online Declarations when requested by Irish Water or it is subsequently discovered that any Online Declaration provided is false and
  2. the award of any Call Off Contract will be on the basis of either the most economically advantageous tender or the lowest price depending on the type of procedure stated in the invitation to tender for the Call Off Competition.
- 3.27 The laws of Ireland shall apply to this competition and this competition shall be subject to the exclusive jurisdiction of the Irish courts.
- 3.28 In response to a request for quotation, the response should include as a minimum whether it's with or without an operator, what type of equipment / plant is being hired and the number of hours and rates.

**APPENDIX 1- SELECTION CRITERIA FOR APPOINTMENT TO THE PANELS**

All qualifying Applications received will be evaluated against the selection criteria listed below. If Applicants submit Online Declarations that are later discovered to be false the Applicant will be immediately eliminated from the Panels.

<b>Selection Criteria</b>	<b>Weighting</b>
<ul style="list-style-type: none"> <li>• <b>Health &amp; Safety</b></li> </ul> <p>Applicants must declare that they are complying with all relevant Health &amp; Safety Legislation.</p> <p>A copy of their current safety statement must be available on <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> and this must meet Irish Water's minimum requirements (identified in Section 3.19)</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Insurance</b></li> </ul> <p>Applicants must declare that they will have in place the relevant insurance as outlined in the terms &amp; conditions prior to commencing any contract.</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Safe Pass Card</b></li> </ul> <p>Applicants are required to confirm that they have a valid Safe Pass Card with Fás Accreditation for employees or equivalent online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a>.</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Tax Compliance</b> – current Tax Clearance Certificate</li> </ul> <p>Applicants are required to confirm online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> that they are tax compliant</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Pay Rates</b></li> </ul> <p>Applicants are required to confirm online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> that they comply with all statutory requirements in relation to PAYE, PRSI, etc.</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Specification</b></li> </ul> <p>Applicants are required to confirm online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> that the Applicant will comply with the requirements of the Specification at Schedule 1</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Personal Situation Declaration</b></li> </ul> <p>Applicants are required to confirm online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> that they will submit, when requested, a signed declaration that none of the circumstances set out in Schedule 4 (Personal Situation Declaration Form) apply to the Applicant.</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Conflicts of Interest</b></li> </ul> <p>Applicants are required to confirm online at <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> that there are no existing conflicts of interest</p>	Pass/Fail
<ul style="list-style-type: none"> <li>• <b>Termination from Panels</b></li> </ul> <p>If an Applicant has been terminated from the Panels pursuant to clause 11 (Termination) of the Agreement it will not be entitled to re-join that Panel, or any other Panel during the term of the Agreement</p>	Pass/Fail

**APPENDIX 2 – INDICATIVE SELECTION AND AWARD CRITERIA  
FOR CALL OFF COMPETITIONS**

When Irish Water, at its discretion, decides to award a Call Off Contract for plant hire it will apply the selection criteria set out below, as may be supplemented as appropriate in relation to the specific drawdown requirements, in order to select Applicants to submit Call Off Tenders.

If the invitation to tender for the Call Off Competition states that the award criteria is the most economically advantageous tender (MEAT), Irish Water will apply the indicative award criteria set out below as may be supplemented as appropriate in relation to the specific drawdown requirements, or on the basis of the lowest price. The type of procedure used, whether MEAT or lowest price will be stated in the Call Off Competition.

Firstly, tenders will be assessed to see if they meet the pass/fail criteria below. Any Applicant that fails to meet the pass/fail criteria below may be excluded from further consideration.

**Selection Criteria for Call Off Competitions**

<ul style="list-style-type: none"> <li>The Applicant has the required machines/plant available</li> </ul>	Pass/Fail
<ul style="list-style-type: none"> <li>The Applicant can supply the Plant Hire Services within the delivery period required.</li> </ul>	Pass/Fail
<ul style="list-style-type: none"> <li>Confirmation that the requirements of the Specification set out in Schedule 1 of this document can and will be complied with.</li> </ul>	Pass/Fail
<ul style="list-style-type: none"> <li>If applicable, confirmation that requirements specified in the invitation to tender for the Call Off Competition can be met. This criterion may be broken down into sub-criteria to take account of the particular characteristics of the job, the subject of the Call Off Competition.</li> </ul>	Pass/Fail
<ul style="list-style-type: none"> <li>If applicable, confirmation that evidence of the relevant specific qualification/certification can and will be provided.</li> </ul>	Pass/Fail
<ul style="list-style-type: none"> <li>Relevant Experience, if applicable, confirmation that the minimum level(s) of experience set out in the invitation to tender for the Call Off Competition can and will be complied with.</li> </ul> <p>The Applicant must have satisfactory experience and must have successfully completed similar works to the contract being offered. Irish Water may request submission of details of other similar work carried out by the Applicant. In assessing the similarity of the works completed Irish Water will assess the type and variety of works done and the conditions under which and the locations where the contract work was carried out. In assessing whether the contracts were satisfactorily carried out and were similar, Irish Water may be requesting reports from the previous employer or employer's representative.</p>	Pass/Fail

<ul style="list-style-type: none"> <li>If applicable, confirmation that the plant concerned will be available outside of Working Hours and that any maximum response time specified can and will be complied with.</li> </ul>	Pass/Fail

Applicants that pass the selection criteria above will be assessed in accordance with the award criteria below. The Applicant that achieves the highest ranking score by reference to the award criteria below will be awarded the drawdown contract.

Award Criteria	Percentage Weighting	Minimum Requirements
Overall Price	[0%-100%]	[ ]%

Where, after a competition, two Call Off Tenders are level on marks, Irish Water reserves the right to either:

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

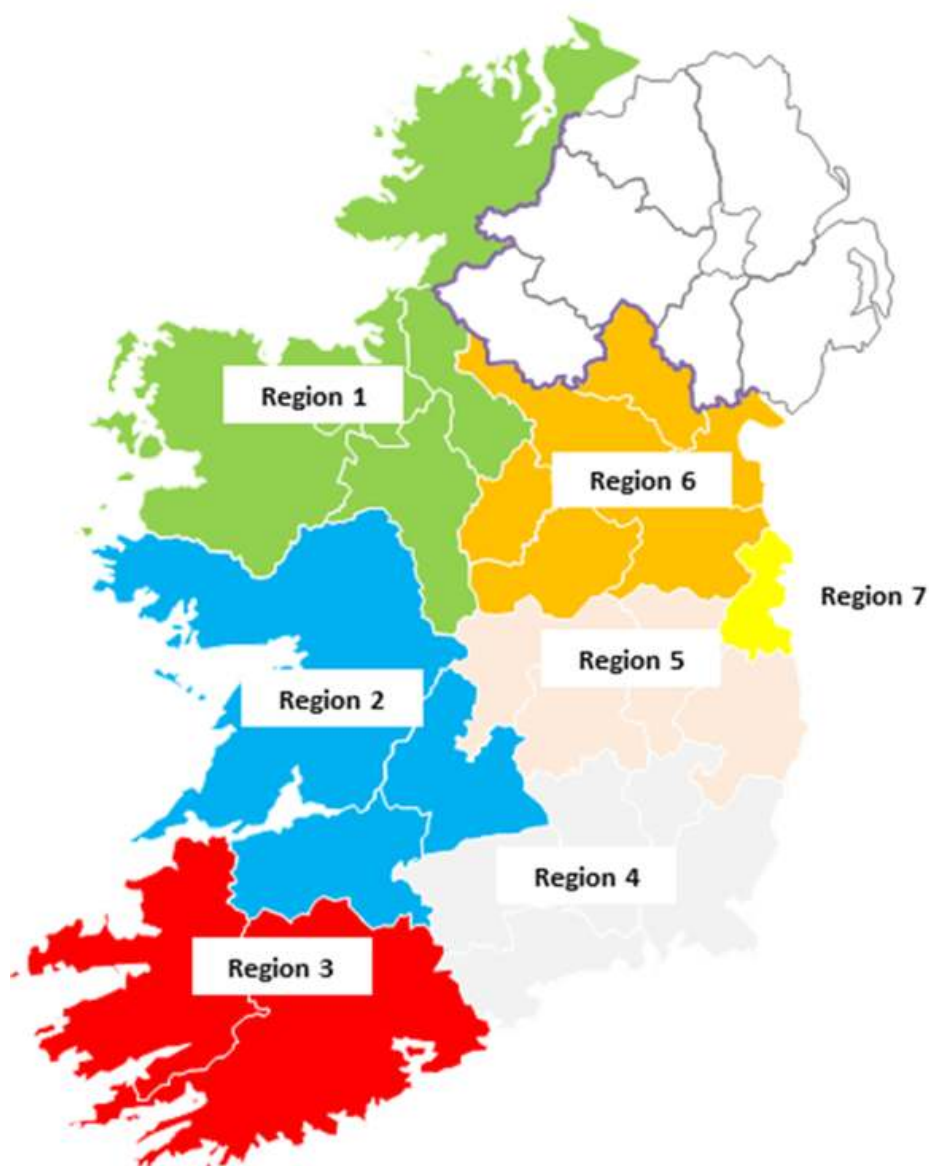
**APPENDIX 3 - INDICATIVE TIMETABLE**

<b>PROCEDURE TO SET UP THE FIRST TRANCHE PANELS</b>	<b>Date*</b>
Date of Issue of Instructions	19 <sup>th</sup> September 2014
Deadline for receipt of Queries	9 <sup>th</sup> October 2014
Date for Receipt of Application to join Panels (First Tranche)	20 <sup>th</sup> October 2014
Appointment to the Panels (First Tranche)	31 <sup>st</sup> December 2014

\*Dates may be subject to change at Irish Water's absolute discretion.

**APPENDIX 4 – MAP IDENTIFYING REGIONS**

- Region 1 – Counties: Donegal, Leitrim, Sligo, Roscommon and Mayo
- Region 2 – Counties: Galway, Clare, Limerick and Tipperary
- Region 3 – Counties: Cork and Kerry
- Region 4 – Counties: Waterford, Kilkenny, Wexford and Carlow
- Region 5 – Counties: Kildare, Wicklow, Laois and Offaly
- Region 6 – Counties: Meath, Westmeath, Longford, Louth, Cavan and Monaghan
- Region 7 – County Dublin





**APPENDIX 5 – GLOSSARY**

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

Agreement	has the meaning given in clause 1 of the Terms and Conditions for the Provision of Plant Hire for Water Services Infrastructure (available on <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> )
Application	means an application to join the Panel(s), submitted pursuant to these Instructions
Call Off Competition	means a tender competition for a Call Off Contract, undertaken in accordance with the procedure set out in Appendix of the Agreement
Call Off Contract	means a contract in relation to the provision of services or supplies awarded pursuant to the procedure set out in schedule 3 of the Agreement
Call Off Tender	means a tender submitted by an Applicant in relation to a Call Off Competition
Applicant	means an entity that submits an Application
Evaluation Period	means the period during which Irish Water are evaluating Applications
Instructions	means these instructions and all Appendices and Schedules hereto
Online Declarations	means the declarations provided in response to these Instructions, as set out in Schedule 3
Panel	means a panel of successful Applicants set up pursuant to these Instructions
Personal Situation Declaration	means the declaration set out in Schedule 4
Specification	means the specification document set out in Schedule 1
Supplier	means an Applicant that has been appointed to a Panel of Suppliers
Tranche One Closing Date	means the date for submission of Applications to join the first tranche of Suppliers/Applicants that are appointed to a Panel
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

**SCHEDULE 1: SPECIFICATION DOCUMENT**

**Note: Failure to comply with this Specification may result in disqualification from the Panels.**

**Section A: Insurance**

1.1 No machine/vehicle or Supplier shall be awarded a contract unless satisfactory evidence of insurance is submitted online 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 Panels it shall be the responsibility of the Suppliers to ensure that said policy is renewed and to ensure that the insurance details are updated on [www.LAQuotes.ie](http://www.LAQuotes.ie).

Employers Liability Insurance will be required where the item of plant to be hired is to be operated by anyone other than its owner (where the owner is an individual – any reference to owner below means an individual owner) even for periods of holiday leave, sick leave etc. Any operator of a machine other than its owner will be deemed to be an employee even if that employee is a relation of the owner.

- a. Cover must apply to the employees of the Supplier engaged on the contract.
- b. The liability for death or injury to employees must be covered on an unlimited basis.
- c. The cover must indemnify Irish Water as principal.
- d. Cover must be extended to cover the Supplier in respect of liability assumed by him under the contract, e.g. the description of the Insured's business must be unambiguous.

Indemnity to Irish Water as principal is required with a minimum limit of €13m for Employer's Liability, €6.5m for Public/Products Liability, and €5m for Motor Third Party Property Damage Insurance. In respect of plant which is hired without an operator, Irish Water requires evidence of €6.5m Public/Products Liability insurance cover including liability arising from defective equipment.

- 1.2 The Supplier shall be liable for and shall indemnify Irish Water for and in respect of all and any losses, claims, demands damages or expenses which Irish Water may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract breach of duty, wilful default or fraud of the Supplier, its employees, sub-contractors or agents or any of them.
2. The onus is on the Supplier to advise Kerry County Council when their insurance has lapsed or has been cancelled. All Suppliers must notify Kerry County Council of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in immediate barring of the Supplier for the duration of the Panels.
3. When quoting for the hire and employment of agricultural tractors, trailers and hedgecutters, Suppliers are advised that insurance policies 'limited to agricultural and forestry use' do not cover work of a commercial nature and must be extended to permit such work.

**Section B: Payment, Tax Clearance, etc.**

4. Requirements relating to tax clearance are set out in the Agreement. Where plant/machinery is being hired with a driver, the Supplier is required to produce a current Tax Clearance Certificate from the Revenue Commissioners and comply with the new RCT systems that were introduced on the 1<sup>st</sup> of January 2012. For further details on this system please logon to [www.revenue.ie](http://www.revenue.ie).
5. The Supplier of a machine/vehicle must deliver it free to and from the site where it is required for hire unless a delivery price is allowed and submitted as part of the Call Off Competition.
6. No payment will be made in respect of Hired Machinery standing on days on which Irish Water does not normally work.
7. Payment will be made at the working rate for each hour or part of hour worked. Where allowed the standby rate will be paid when the machine is not working, due to stoppages caused by Irish Water or by inclement weather, up to a maximum of six hours in any day. No payment will be made for time lost in stoppages due to a breakdown in the machine itself and where machines require services and repairs. A time sheet, showing fully the hours of each day work under the headings of working, standing, idle, etc. signed by the person authorised by Irish Water and countersigned by the plant operator must be filled up for each days work. It is on these returns that payment will be made. Irish Water will not generally pay standby rates.
8. Where equipment/machines are hired without driver/operator, a day is clearly defined/understood as a period of 24 hours and a week is seven consecutive days.
9. Refuelling of plant is not permitted during Working Hours and payment for time worked will only be made on the basis of the relevant City or County Council's time records of hours/days worked and not on the Supplier's own time sheets. Unless otherwise stated fuel costs to be paid by the Supplier. No allowance will be made for public holidays established under the Organisation of Working Time Act 1997, Good Friday, Church holidays or other holidays recognised by Irish Water, the City Councils or County Councils.
10. A person authorised by Irish Water may terminate the employment of a machine/vehicle at any time, on giving at least one hour's notice to the operator in charge of a machine. Irish Water shall cease to be responsible for any further charges for standing, travelling or removal costs on the expiration of the one hour termination period.
11. Only plant and items that were included in the Application and are entered on the LAQuotes system at the time of the relevant Call Off Competition will be allowed to work. Substitutions of plant items may be allowed where such items are being replaced by other machines of similar type and capacity provided Irish Water is satisfied that need for substitution arises because of normal plant replacement requirements and the machine being replaced is registered to Supplier.
12. Clause 8 of the Agreement sets out requirement in relation to payment.
13. Prior to invoicing, Irish Water may require Suppliers to submit periodic (e.g. weekly or monthly) statements of service provided during the period, for the purpose of certification.
14. Payment: Irish Water only pays Suppliers via EFT (Electronic Fund Transfer) and the remittance is sent to Supplier via email.
15. Irish Water is not subject to the Freedom of Information Acts 1997-2003 (the FOI Act). Kerry County Council is subject to the FOI Act and acknowledges that it would expect the

Call Off Tenders to be sensitive, confidential and commercially sensitive because, amongst other details, that information will include:

- pricing information and details of fee structures;
- details of how Suppliers undertake projects and their understanding of and approach to projects;
- details regarding Suppliers' business;
- information in relation to insurances; and
- information about Suppliers' proposed teams.

16. In addition, Suppliers are asked to consider if any information provided by them in relation to the Call Off Tenders 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. Irish Water and Kerry County Council will have regard to such a statement but are not bound by it.
17. The plant Supplier or his/her agent or employees will take their instructions from persons identified by Irish Water.
18. The Supplier shall not be at liberty to impose any conditions of hire at any time on Irish Water and any document purporting to impose any such conditions of hire shall be void in so far as such conditions of hire are concerned.
19. Suppliers engaged by Irish Water shall provide the names and addresses of all operators of plant hired in the "Driver's Details" section of [www.LAQuotes.ie](http://www.LAQuotes.ie) and enter updates as the need arises during the currency of the Agreement.
20. Suppliers and their employees are expected to adhere to acceptable standards of behaviour, i.e. standards expected of Irish Water staff.

### **Section C: Plant/Operator Requirements & Conditions**

21. It shall be the responsibility of the Supplier to ensure that the maintenance requirements as set out in manufacturer's recommendations shall be met for all items of plant or equipment on offer. (This requirement does not extend to the daily checks to be carried out by Irish Water on any items of plant or equipment on hire without operator.) Furthermore the Supplier must be able to satisfy Irish Water that such standards are being met by production of maintenance records upon request. The operator of the machine/vehicle in conjunction with the Supplier is responsible for undertaking regular maintenance, inspection and the prompt carrying out of any subsequent repairs. Such inspections are to be logged in an appropriate logbook available with each machine/vehicle for spot inspections.
22. Bad work, done as a result of not competently working a machine/vehicle, will be repaired at the Supplier's expense.
23. The machine/vehicle offered should be capable of carrying out the work for which it was made without any diminution of power or output from the minimum laid down by the makers of the machine. Plant should not normally be in excess of six years old. Irish Water, at its discretion, is entitled to specify machine age limits in individual Call Off Tenders. Where plant in excess of six years old is proffered for use, persons authorised by Irish Water may monitor its performance, efficiency & suitability. Such inspections in no way exonerate the supplier/operator from their responsibility to inspect, maintain and at all times provide safe equipment, regardless of age. Removal charges for plant deemed

unsuitable after monitoring by the authorised staff will not be applicable. Delivery charges for plant replacing such items will not be applicable. It should also be noted that any machine/vehicle that is accepted for work by the respective Irish Water might be dismissed from a work site, if found, on examination not to comply with the current Road Traffic Acts, or relevant Health and Safety Regulations, or by non-compliance of the Agreement, in any particular instance. This will be at the discretion of Irish Water.

24. Irish Water will not provide storage of materials/machinery and will not accept any responsibility for any loss or damage to materials or plant placed on any work site by the Supplier or his agents. The Supplier shall make his own arrangements for the protection of his machine/vehicle and materials. Plant or tools stored by Irish Water by prior agreement, for the Supplier's convenience, will be stored at the Supplier's own risk.

Where plant is hired with a driver, the plant shall be at the risk of the owner/provider and Irish Water shall not be liable to compensate the owner/provider for damage sustained to the plant, nor shall Irish Water be liable to pay any hire charge in respect of any plant which shall remain idle or inoperable as a result of damage to same.

PLEASE NOTE the Agreement shall apply to the exclusion of any terms and conditions which the Supplier may purport to apply at any time, whether contained in any invoice, delivery docket or other document produced by or furnished to Irish Water by the Supplier, its agents or employers.

25. The operator in charge of a machine/vehicle shall be skilled in the operation of the machine and thoroughly conversant with the machine/vehicle, which he/she is operating and shall not be employed to work more than any one machine on any day. The operator must remain in constant attendance on the machine/vehicle while it is employed and under no circumstances shall a machine/vehicle be operated by any person other than those for whom the relevant documentation as required by this Agreement has been submitted.
26. All mechanically propelled vehicles/machines operating on public roads must have a valid registration plate applicable to that particular vehicle/machine.
27. A current Vehicle Registration Certificate in respect of each vehicle entered may be required. Irish Water reserves the right to seek proof of ownership prior to or during the hired period.
28. A valid and current Certificate of Road Worthiness (CRW) must be submitted in respect of vehicles and trailers required to possess one. All goods trailers with a Gross Vehicle Weight (GVW) of more than 3,500kg require a Certificate of Road Worthiness. Goods vehicles and trailers, for which a current Certificate of Road Worthiness is not available, will not be hired.
29. In the case of lorries/haulage/etc. a photocopy of the current road freight licence must be submitted specifying which items are covered.
30. Hauliers are required by law to have a current road haulage operator's licence. All vehicles listed under the Supplier's account on [www.LAQuotes.ie](http://www.LAQuotes.ie) must be authorised on this licence.
31. All vehicles/machines for which a Road Fund Licence (Tax Disc) is required must display a current Tax Disc correctly. Vehicles hired for commercial work must be taxed as general haulage and must use derv fuel.
32. All vehicles/machines for which an "Insurance Disc" is required must display a current "Insurance Disc" correctly.

33. All Plant/vehicles hired will be required to have suitable flashing/warning beacons in working order at all times.
34. Trailers or attachments having a maximum gross vehicle weight exceeding 3,500Kgs shall be licenced and also have a current certificate of road worthiness. Where a certificate of road worthiness cannot be obtained the following shall be required in respect of agricultural tractors and attachments: A certifying document from a competent professional mechanic on headed paper stating that the items of plant included in the Agreement are roadworthy safe and fit for their intended usage as an individual item of plant and also in combination with all other items of plant (included in the Application) to which they shall be attached. This certifying document shall cover all aspects of safe performance in relation to the item(s) of plant and attachments as quoted for and in particular shall address the following:
- Braking Systems
  - Steering
  - Hitching Arrangements
  - Hand Braking Systems controlling Attachments
  - Break away braking systems
  - Other safety items in relation to Tyres, Lights, Indicators, Reversing Buzzers, Flashing Beacons, Rear and side reflector markings, etc.
35. Agricultural tractors and trailers shall comply in all respects with the requirements of the current Road Traffic Acts and Road Transport Acts and all regulations made under those Acts. Where agricultural tractors are hired with drivers, such drivers shall hold driving licences of the classes required under the Road Traffic Acts. All road going vehicles must comply with the requirements of the various Road Traffic Acts and regulations.
36. Suppliers are reminded that bitumen emulsion sprayers whether chassis or trailer mounted are subject to the requirements of the European Communities (Vehicle Testing) Regulations, 2004 where used to transport bitumen emulsion on public roads. Certificate of Roadworthiness shall therefore be required in respect of such items where it is intended that they be used to transport bitumen emulsion from storage depots to work sites. The serial number, name of Issuing Authority and the date of the Certificate of Roadworthiness should be included in respect of each such plant item.
37. Supplier shall be required to provide in respect of bitumen emulsion sprayers certified results of Spraybar Distribution Test (Depot Tray Test) carried out in accordance with B.S. 1707 within six months preceding date of the relevant Call Off Competition. Suppliers whose sprayers are included on the plant hire list will be required to provide on request certified results of Spraybar Distribution Test undertaken on each Spraybar during the course of 2010. Gas heating systems where used shall be up to approved standards for such systems. Certification shall be provided on request.
38. All transport vehicles, earth-moving machinery, materials-handling machinery and locomotives used for the purposes of construction work must comply with Schedule 6 of the Safety, Health and Welfare at Work (Construction) Regulations 2013.
39. Vehicles will comply with any applicable vehicle policies and Suppliers will comply with any applicable safety management systems (e.g. the City or County Council's Plant Check Sheet) that are identified to the Suppliers by Irish Water.
40. All hedge\_cutting contractors must provide FETAC accreditation in 'hedgerow management and mechanical hedge cutting'.
41. Irish Water may require GPS tracking capability; this will be specified in the Call Off Competition.

42. Road Sweepers shall be 'dual sweep'.
43. For construction work on roads the Supplier shall ensure the following:
- Compliance with Regulation 97 of the Safety, Health and Welfare at Work (Construction) Regulations 2013.
  - The provision and maintenance of adequate guarding, signing and lighting arrangements in compliance with DoT, 2010 Chapter 8 of the "Traffic Signs Manual".
  - The provision of a person / persons in possession of a current CSCS for signing, lighting and guarding at roadworks
  - The provision of a person / persons in possession of a current CSCS for health and safety at roadworks where the CSCS card holder for signing, lighting and guarding at roadworks is absent from the site
  - The provision of a written, site-specific traffic management plan(s) for all projects as defined in Chapter 8 as Category A and B type works.

#### **Section D: Health & Safety (Legal/Paperwork)**

44. All Suppliers shall submit a Safety Statement to Irish Water as part of the process for appointment to a Panel. Where requested by Irish Water as part of the Call Off Competition, Suppliers must submit an updated Safety Statement in accordance with the Safety, Health and Welfare at Work Act, 2005 and all Regulations, Codes of Practice and Guidance arising thereof. The Safety Statement has to be up to date and signed by the Head of the Company. The Safety Statement must include Risk Assessments relating to the relevant Call Off Contract.

All Suppliers shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereof.

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.

45. All employees operating plant/vehicles or involved in the delivery of road making materials shall have a Safe Pass Card, with FAS accreditation. Plant operators, as listed in the Schedule 4 of the Safety, Health and Welfare at Work (Construction) Regulations 2013, must be in possession of a Construction Skills Certification Scheme (CSCS) ticket. The Safe pass card and CSCS equivalent in Northern Ireland (CSR card) will also be accepted. Details to be submitted online and original cards must be available upon request on site on any given day. Details must be kept up to-date at all times on [www.LAQuotes.ie](http://www.LAQuotes.ie)
46. All employees operating plant/vehicles shall have a current full driver's licence pertaining to the item(s) of plant they are operating. Copies to be available upon request on site on any given day.
47. All machines used for lifting, lifting appliances and all lifting gear shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations arising thereof, Codes of Practice and Guidance. In particular plant utilised for lifting shall be fitted with hose burst protection valves (check valves) onto each lifting arm and the fitting of these valves shall be certified by a competent person on Form GA1 as approved by the Health and Safety Authority. In respect of a mini excavator, a certified GA1 form stating that check valves are fitted is required if the machine will be used for lifting. If the mini excavator is not designed for lifting, a certificate either from the manufacturer or a main agent to this effect is required. The GA1 form should be completed when a excavator or loader are being used as a crane and a GA1 form should be completed, when a machine is being used specifically for lifting only. In addition form GA2 must be completed on a weekly basis by the operator.

As required by law currently in force, all cranes, winches, lifting equipment and lifting tackle shall have periodic inspections and be issued with a Report of Thorough Examination by a qualified Engineer/Surveyor. Also all lifting chain slings, rope slings, links, hooks, shackles and swivels shall be tested and issued with a Test Certificate having the appropriate information labelled or stamped onto the specific lifting item for identification.

All Tracked Excavators and Rubber Tyred Excavators if used for the purpose of lifting shall have the Safe Working Load (S.W.L.) stamped on to the manufacturer's plate or clearly identified elsewhere on the main structure of the machine. Each machine shall also have in force a Report of Thorough Examination by a qualified Engineer/Surveyor. Evidence of same should be provided for the above at commencement of hire period to hirer.

### **Section E: Health & Safety (Plant/Equipment)**

48. All lorries and specified plant are to be equipped with wire watchers, reversing cameras, front view (blind spot) mirrors, reverse alarms and suitable flashing beacons. All lorries shall be required to operate on dipped headlights. Tyres shall be replaced when they reach the minimum legal tread depth of 1.6mm. All Lorries shall be equipped with hands free communication. Some City and County Councils have a policy of discouraging the use of mobile phones, including the use of hands free equipment and this must be adhered to.
49. The operator in charge of a machine/vehicle shall be provided with the necessary Personal Protective Equipment (P.P.E.) by the Supplier, in order to safely carry out his duties; e.g. safety boots, reflective vests, helmets etc.
50. All hired plant must be fitted with a reverse alarm which cannot be disabled.
51. Drivers' seat of vehicles in excess of 7000kg gross vehicle weight should be ergonomically designed and fitted with a suitable suspension system.
52. Vehicles in excess of 7000kg gross vehicle weight should be fitted with a reversing camera which has a colour monitor fitted in the cab.
53. Hedge-cutters shall have a safety guard fitted on both sides and rear of the vehicle cab. A guard must also be fitted to the rear of the flail head. A beacon is to be mounted on roof of agricultural tractor cab.
54. Hired lorries/trucks must have the exhaust emission piped vertically behind the cab. This does not apply to trucks using Add Blue system or similar.
55. All plant or associated equipment using L.P.G. as a means to heat bitumous emulsion materials shall be supplied with a certificate of thorough examination issued by a certified Liquid Petroleum Gas Engineer, certifying that all pipe work, tanks, burners, flame failure valves and temperature probes meet with all the relevant safety standards.
56. Plant must comply with requirements for Auxiliary Devices and Visual Aids under Regulation 87 of the Safety, Health and Welfare at Work (Construction) Regulations 2013.
57. All Pick-ups may be required to be fitted with complete wire meshing across the rear window and may be required to be fitted with an operational 55 Watt Work Lamp which shall be attached to the cab roof and shall be capable of being rotated and oriented in any direction. The Load carrying area of a Van should have a protective layer of plywood, or separate material to the floor and sides. There should be a solid bulkhead between the load carrying area and the passenger area.



58. A Roll Over Protection System (ROPS), shall be provided on all earth moving machines and rollers. ROPS shall comply with Machinery Directive 98/37 and subsequent revisions and shall be designed, manufactured and tested to recognised standards. The machines in question shall be labelled to show compliance with recognised standards and these labels shall display the following information.

Name and address of ROPS manufacturer  
ROPS Identification mark  
Machine make/model that ROPS is suited for &  
Machine mass that ROPS is designed for

59. Items of plant with cabs provided shall incorporate a working cigarette lighter point on the dash board into which operators can insert the jack of their “plug in speakers” when using mobile phones. All Hired in Crew Cabs to be fitted with mobile telephone kits or the Supplier to agree to fit crew cab with same. If any operator is observed using a hand held mobile phone while driving the hire will be immediately terminated.
60. All pick-ups and vans, when required, shall be supplied with a tow-bar approved by the vehicle manufacturer, clearly stating the maximum towing capacity of the complete tow-bar attachment.
61. All ex-operator vehicles to be supplied with suitable First Aid Kits, Fire Extinguishers and warning breakdown triangles.
62. The Supplier will ensure that drivers and operators of machines are aware of the location of the serial numbers of plant used and will assist site staff in positively identifying the machines.

### **Section G: General Terms & Conditions**

63. Where plant is to be used for the collection of waste the requirements of the Waste Management (Collection Permit) Regulations, 2001 shall be adhered to. Anyone hauling waste must hold a Waste Collection Permit and must also be satisfied that a Waste Permit has been granted by Irish Water for the site to which the waste is being drawn.
64. A person with a good command of the English language must be present on site at all times during working hours.
65. Vans hired, shall be supplied with a roof rack if so requested by Irish Water, at no extra cost.

**SCHEDULE 2: CATEGORIES OF PLANT**

Articulated Semi Trailers	Pumps
Bulldozers	Refuse Collection Vehicles
Cars	Ride-on Lawnmower
Cranes	Road Graders and Blade Graders
Draglines	Road Planers
Drilling Rigs	Rollers
Dumpers	Skips
Edging Machines	Suction Machines
Excavators	Sweepers
Forklift Trucks	Tar Patching Machines/Units
Gritters/Chip Spreaders	Tar Sprayers Binder Distributers & Combi Units
Loading Shovels/Teleporters	Tractor & Attachments
Lorries/Trucks	Tree Cutting & Branch Lopping
Mobile Welding Plants	Vacuum Sludge Tankers
Pavers	Vans/Jeeps/Pickups
Piling Rigs	Velocity Patcher
Pipe Line Cleaners	Water Tanker
Portable Canteens/Portaloos/Site Storage Containers	Working Platforms/Hoists/Elevations

Note: The following items of plant can only be hired by the Local Authority (without Driver) to be used by their own personnel to operate the vehicles:

Pipe Line Cleaners  
 Vacuum Sludge Tankers

<b>SCHEDULE 3: APPLICANTS CHECKLIST</b>
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Please ensure that all of the following have been submitted **online** at [www.LAQuotes.ie](http://www.LAQuotes.ie) by the Tranche One Closing Date:

- Valid Safe Pass Card with Fás Accreditation for employees online at [www.LAQuotes.ie](http://www.LAQuotes.ie)
- Current Safety Statement
- Online Declarations:
  - Health & Safety Compliance
  - Insurance
  - Tax Compliance
  - Pay Rates
  - Personal Situation Declaration
  - Conflicts of Interest Declaration

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

**SCHEDULE 4: PERSONAL SITUATION DECLARATION FORM**

This declaration of compliance with Article 45 of EU Council Directive 2004/18/EC **MUST** be signed by all **Applicants**

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

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Country:** \_\_\_\_\_

**Please enter Yes or No as appropriate to the following statements relating to the current status of your organisation.**

		Yes/No
1.	The Applicant (including a Director or Partner of the Applicant) has been the subject of conviction by final judgment of participation in a prescribed criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA	
2.	The Supplier, (including a Director or Partner of the Applicant) has been the subject of conviction by final judgment of corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively.	
3.	The Supplier (including a Director or Partner of the Applicant) has been the subject of conviction by final judgment of fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities.	
4.	The Supplier, (including a Director or Partner of the Applicant) has been the subject of conviction by final judgment of money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.	

		Yes/No
5.	The Applicant, (including a Director or Partner of the Applicant) is bankrupt or the subject of a bankruptcy petition.	
6.	The Applicant, being a body corporate, is being wound up or the subject of proceedings for compulsory winding up.	
7.	The Applicant's affairs, or its director or partner's affairs, are being administered by a court, or the Applicant is the subject of proceedings in which it is sought to have the Applicant's affairs so administered.	
8.	The Applicant (including a Director or Partner of the Applicant) has entered into an arrangement with creditors.	
9.	The Applicant (including a Director or Partner of the Applicant) has suspended business activities.	

		Yes/No
10.	The Applicant (including a Director or Partner of the Applicant) is, in the opinion of Irish Water, in any situation analogous to any of those mentioned in subparagraphs (5) to (9) under a law of Ireland, another Member State or a third country relating to bankruptcy or insolvency.	
11.	The Applicant (including a Director or Partner of the Applicant) has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the operator.	
12.	The Applicant (including a Director or Partner of the Applicant) has committed grave professional misconduct provable by means that Irish Water can demonstrate.	
13.	The Applicant (including a Director or Partner of the Applicant) has not fulfilled an obligation to pay a social security contribution as required by a law of — the country or territory where the Applicant ordinarily resides or carries on business, or Ireland.	
14.	The Applicant (including a Director or Partner of the Applicant) has not fulfilled an obligation to pay a tax or levy imposed by or under a law of— the country or territory where the Applicant, Director or Partner ordinarily resides or carries on business, or Ireland.	
15.	The Applicant (including a Director or Partner of the Applicant) has provided a statement or information to Irish Water or another contracting authority knowing it to be false or misleading, or has failed to provide to Irish Water or another such authority a statement or information that is reasonably required by Irish Water for the purpose of awarding the public contract concerned.	
16.	The Applicant (including a Director or Partner of the Applicant) has failed to comply with employment law— where the Applicant, Director or Partner ordinarily resides or carries on business, or in Ireland.	

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE APPLICANT'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

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

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

Print Name: \_\_\_\_\_

Position in Applicant: \_\_\_\_\_

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

Instruction To Applicants – Irish Water Plant Hire (Region 1 to 7) 2015

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

\_\_\_\_\_

E-mail Address: \_\_\_\_\_