

Framework Agreement
for
Construction Work

Department of Finance

Public Works Framework Agreement
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15 April 2010

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Government Buildings
Upper Merrion Street
Dublin 2.

Agreement

THIS FRAMEWORK AGREEMENT is made on BETWEEN

The Employer: The Local Government Operational Procurement Centre (LGOPC) - acting as Central Purchasing Body (CPB) on behalf of the Contracting Authorities detailed in Schedule 4 attached to this document.

Principal office of Employer: Unit 9, Ground Floor,
Building C, Reeks Gateway,
Rock Road,
Killarney, Co. Kerry.

AND

The Contractor:

www.supplygov.ie (SupplyGov) ID (if available): _____

Registered office of Contractor:

THE EMPLOYER AND THE CONTRACTOR AGREE as follows:

1. Framework

- 1.1 The Contractor and other Participants named in the attached Framework Rules are part of a framework for the Contractor and those other Participants to do construction work for the Employer.
- 1.2 If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs construction work as described in the Framework Rules, the Employer may procure the work by awarding contracts (**Works Contracts**) according to the attached Framework Rules. The Employer may also procure the work in other ways, and does not guarantee that any work will be procured under this agreement.

2. Works Contracts

- 2.1 If the Contractor is selected for any work according to the attached Framework Rules, the Employer and Contractor agree to enter a Works Contract in the terms established under this agreement.
- 2.2 Works Contracts will be on the terms of the Public Works Short Form of Contract PW-CF6 or if applicable, the Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer PW-CF5 as completed by the Employer and the Contractor according to the attached Framework Rules.
- 2.3 Works Contracts awarded within the Framework Period may be for work that continues after

that period.

3. Communications

3.1 The Contractor's contact person for communications with the Employer in relation to this agreement and Works Contracts is:

<i>Name of Contractor's contact person</i>			
<i>Address</i>			
<i>Telephone</i>		<i>Mobile phone</i>	
<i>Fax</i>		<i>eMail</i>	

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Contractor must promptly appoint a replacement, who must be a director or senior manager of the Contractor, and notify the Employer of the new contact person.

3.2 The Employer's contact persons for communications with the Contractor in relation to this agreement is:

<i>Name of Employer's contact person</i>	Thomas Griffin		
<i>Address</i>	Unit 9, Ground Floor, Building C, Reeks Gateway, Rock Road, Killarney, Co. Kerry.		
<i>Telephone</i>	0761064020	<i>Mobile phone</i>	
<i>Fax</i>		<i>eMail</i>	eproc@kerrycoco.ie

The Employer may change these details by notice to the Contractor.

4. Tax Clearance Certificate

At all times during the Framework Period, the Contractor must hold a valid tax clearance certificate issued by the Revenue Commissioners.

5. Performance Measurement

5.1 On completion of each Works Contract, and other times requested by the Employer, the Contractor must collate and give the Employer the data necessary to demonstrate compliance with the performance indicators listed in the attached Performance Measurement Table.

5.2 The Employer may review the Contractor's performance according to the attached Framework Rules and Performance Measurement Table. The Contractor must provide any information required by the Employer for this.

6. Confidentiality

6.1 The Contractor must not disclose to anyone:

- official information as defined in the Official Secrets Act 1963 or
- other information that the Employer notifies the Contractor is confidential

except as necessary to perform the Contractor's obligations under this agreement or a Works

Contract or to comply with the law.

- 6.2 The Contractor's obligations under this clause are perpetual, and this clause survives termination of this agreement.

7. **Termination**

- 7.1 The Employer may terminate this agreement by written notice to the Contractor:
- if a Works Contract with the Contractor is terminated or
 - according to the attached Framework Rules or
 - if the Contractor breaks this agreement or
 - if any statement made by the Contractor in connection with the procedure by which this agreement was awarded to the Contractor was untrue when made or subsequently ceases to be true or
 - without cause, if the Employer also terminates its agreements with the other Participants listed in the Framework Rules.
- 7.2 Termination of this agreement does not affect any Works Contract already entered.
- 7.3 The Contractor is not entitled to any payment because this agreement has been terminated.

8. Limitation on liability

Neither the Contractor nor the Employer have any liability to the other under or in connection with this agreement for breach of contract, negligence, breach of duty or anything else. This does not affect their liability under any Works Contract.

9. This Agreement

- 9.1 Neither party may assign rights under this agreement.
- 9.2 This, and any Works Contracts, are the entire agreement between the Employer and the Contractor about its subject matter. Neither the Employer nor the Contractor has relied on any agreement, understanding, or statement that is not written or referred to in this agreement.
- 9.3 This agreement can only be changed in writing, signed by authorised representatives of the Employer and the Contractor.
- 9.4 This agreement is governed and to be construed according to Irish law.

SIGNED by the Employer and the Contractor on the date at the top of this agreement

Signed on behalf of the Employer:

*Signature of person authorised to
sign contracts on behalf of the
Employer:*

Signed on behalf of the Contractor:

*Signature of person authorised to
sign contracts on behalf of the
Contractor:*

Framework Rules

1. The Framework

1.1 *The Employer* The Local Government Operational Procurement Centre (LGOPC) - acting as Central Purchasing Body (CPB) on behalf of the Contracting Authorities detailed in Schedule 4 attached to this document.

has established a framework for the procurement of construction work in relation to

Road Making Materials and Ancillary Works for Local Authorities – Supply and Place without PSCS (Lot 1)

The framework consists of a **Framework Agreement** between the Employer and each of the **Participants** listed below. Each Framework Agreement incorporates these rules.

1.2 If, during the period starting on

and ending on

(the **Framework Period**), the Employer needs construction work as described in rule 1.1 above, the Employer may procure it by awarding **Works Contracts** according to these rules. The Employer may also procure the work in other ways, and does not guarantee that any work will be procured under these rules.

2. Participants

2.1 The Participants in the Framework are listed below, in alphabetical order.

The Contracting Authorities (Framework Purchasers) participating in this Framework Agreement are listed in Schedule 4 attached to this document.

2.2 A Participant whose Framework Agreement has been terminated will no longer be considered a Participant under these rules.

3. Call off by competition

- 3.1 When the Employer decides to procure work under these rules, the Employer will send each Participant a written invitation to tender. The invitation will be sent by email to each Participant's current email address as given in or notified under its Framework Agreement. The invitation will include a draft Works Contract, based on the *Public Works Short Form of Contract PW-CF6* or if applicable, the *Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer PW-CF5* with the Schedule completed by the Employer in its discretion, including details of the required Works. The invitation will fix a time limit for Participants to send in tenders taking account of such factors as the complexity of the subject-matter of the Works Contract and the time needed to send in tenders.
- 3.2 The award process for Works Contracts tendered under this rule 3 will be conducted in accordance with these rules and any procedures stated in the invitation to tender. It may include an electronic auction.
- 3.3 Participants wishing to be considered for a Works Contract must submit a tender complying with the invitation to tender. Tenders must propose resources (including key persons) that are consistent with the Participant's tender proposal for its Framework Agreement.
- 3.4 The award criteria for Works Contracts awarded under a procedure initiated under this Rule 3 will be as follows (with the range of weighting given in brackets):

Total Cost - (90%) (900 marks available)
Project Methodology - (10%) (100 marks available)
Total - (100%) (1,000 marks available)

Lot 1 Participants are reminded that the key rates, as submitted at Framework application stage as listed in the Form of Tender, represent the maximum prices, (ceiling rates) that may be proposed in response to a Mini-Competition Request for Tender for those items of work (i.e. Contractors who submit responses to a Mini-Competition Request for Tender may reduce the prices they submitted as part of their application for admittance to the Framework but may not exceed these prices).

These rates apply for the initial 12 month period after the Framework application Closing Deadline. Rates submitted in response to Mini-Competitions Request for Tenders after this 12 month period will not be subject to the ceiling rates.

The above criteria are not listed in order of importance. The Employer may attach different weightings to them for different Works Contracts, depending on the service requirement, and will indicate the weightings in the invitation to tender.

4. Performance Review, Termination and Promotion

- 4.1 On completion of each Works Contract, the Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participants' performance according to the attached Performance Measurement Table. The Employer may review Participants' performance of their Works Contracts and the Framework Agreement at the end of each year of the Framework Period, according to the attached Performance Measurement Table.

- 4.2 If a Participant has reached 'Failure Level 1' for any indicator according to the attached Performance Measurement Table, the Employer may give that Participant a written Warning Notice and may exclude that Participant from further competitions until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem.

- 4.3 If a Participant
- receives two Warning Notices during the Framework Period or
 - has reached 'Failure Level 2' for any indicator according to the attached Performance Measurement Table

the Employer may terminate that Participant's Framework Agreement.

- 4.4 The Employer may give each Participant details of the result of its annual performance review, and of the average results for each item and the average overall score.

Performance Measurement Table

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1.	Health and Safety	Failure to maintain safety measures as set out in the Safety and Health Plan	Term	1	2
2.	Health and Safety	Receipt of Prohibition Notice from HSA directing works to cease	Term	1	1
3.	Quality of Materials and / or workmanship	Materials supplied do not meet technical specification, CE marking or equivalent and / or workmanship does not meet the requirements of the drawings and/or specifications	Term	1	2
4.	Quality of Materials and / or workmanship	Failure of the Contractor to execute the Mini-Competition Contract in a proper and workmanlike manner and using good practice	Term	2	1
5.	Programme	Failure to respect the nominated start and finish dates	Term	1	1

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
6.	Legal Requirements	Requirement for immediate cessation of the works on foot of committing or causing the Framework Purchaser to commit a serious breach of legal or statutory requirements concerning the project	Term	1	1
7.	Personnel	Requirement for immediate removal of Contractor's personnel on foot of their negligence or insufficient competence to carry out their tasks in compliance with the Contractor's obligations under the Mini-Competition Contract	Term	1	2
8.					

SCHEDULES TO FRAMEWORK AGREEMENT

General

Schedule 1:	General Specification
Schedule 2:	Categories of Works Tendered
Schedule 3:	Mini-Competition Contract Evaluation & Award Criteria (Lot 1)
Schedule 4:	Framework Purchasers
Schedule 5:	Performance Evaluation Report

SCHEDULE 1 - GENERAL SPECIFICATION DOCUMENT

1.1 General

- 1.1.1 This specification is compiled for the purposes of establishing a Multi-Party Framework for Road Making Materials and Ancillary Works for Local Authorities – Supply and Place.
- 1.1.2 The technical requirements set out in this general specification are non-specific. All Road Making Materials and Ancillary Works procured through this Framework shall be in compliance with the technical standards as detailed and any further technical requirements as set out in the Mini Competition Requests for Tenders.
- 1.1.3 The Framework will consist of 2 Lots:
- Lot 1 - Road Making Materials and Ancillary Works – Supply and Place without PSCS
 - Lot 2 - Road Making Materials and Ancillary Works – Supply and Place with PSCS

1.2 Technical Standards

- 1.2.1 The Road Making Materials and Ancillary Works - Supply and Place shall comply with the Technical Specifications set out in this section.
- 1.2.2 The proposed categories of works tendered for Road Making Materials and Ancillary Works - Supply and Place are included but are not limited to those as listed in Schedule 2 attached hereto.
- 1.2.3 Road Making Materials shall comply with the requirements of the following -:
- Transport Infrastructure Ireland (TII) Design Manual for Road and Bridges and TII Manual of Contract Documents for Road Works with particular reference to The Specification for Road Works
 - Must meet the specifications set out by the Contracting Authorities as outlined in the Mini Competition.
 - IAT Guidelines for Surface Dressing in Ireland, 3rd Edition, 2014
 - Various tests and CE certification may be required and will be communicated at Mini Competition stage, for example: Duriez test results and grading curves must be supplied for stabilised wetmix products.
- 1.2.4 The appointed Contractor will be fully responsible for the quality of the materials and their compliance with the technical requirements as set out in the tender documents. Compliance will be verified by use of material conformance testing (remote and in-situ) and reference to the quality management systems within the production plant.
- 1.2.5 All works will be undertaken in compliance with the technical standards as detailed in this Schedule and Schedule 2 Categories of Works Tendered and any further technical requirements as set out in the Mini Competition Requests for Tenders.
- 1.2.6 In relation to each Irish and/or British and/or European Norm Standard Specification that is referred to in the tender document it shall be taken as meaning the latest edition/year of that Standard Specification together with all amendments relating thereto which were published six months before the closing date for this tender.
- 1.2.7 Contractors will be fully liable for all products supplied and placed by them through the course of any Mini-Competition Contract. Contractors will confirm -:
- that all construction products associated with harmonised Standards will be CE marked and have a Declaration of Performance

- that the Contractor by submitting a Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance
- that together with the technical specification, the Declaration of Performance will give all the information to the Framework Purchaser needed to assess whether the product(s) meets the essential characteristics in accordance with the applicable harmonised technical specifications
- that the CE mark shall be followed by the two last digits of the year in which it was affixed (and remains current), the name and the registered address of the manufacturer, or the identifying mark allowing identification of the name and address of the manufacturer easily and without any ambiguity
- that certification of an organisations Factory Production Control system by a notified body will be available if so required under the regulation and requested

1.2.8 Where reference is made in this document to a particular make, source, process, trademark, type or patent, this is not to be regarded as a de facto requirement. In all such cases it should be understood that such indications are to be treated for reference purposes only, to which the words "or equivalent" will always be appended.

1.3 Quarry Compliance

1.3.1 Where applicable categories of works tendered under this Framework whereby materials are required to be sourced from quarries, the Applicants quarry sources shall comply with the relevant provisions of:

- SI No. 566 of 2009, The Waste Management (Management of Waste from the Extractive Industries) Regulations 2009; and
- Section 261 of the Planning and Development Acts, 2000 to 2011 and/or have planning permission pursuant to the above Acts (as may be amended), and
- that all statutorily required permits as may be necessary for each quarry source facility nominated (for example discharge licence under Section 4 of the Water Pollution Acts 1977 - 1990) are in place and current.

1.3.2 These provisions will be verified by the Contracting Authority at Mini-Competition stage, at which stage a schedule of the Contractors quarry sources must be provided if and when requested.

1.3.3 If necessary, compliance with these provisions will be verified by the Contracting Authority with the relevant Local Authority having jurisdiction over the quarry sources identified. Suppliers found to be non-compliant for any source may be temporarily removed from the Framework for all Local Authorities.

1.4 Insurances

1.4.1 No Contractor will be awarded a Mini-Competition Contract unless satisfactory evidence of insurance is submitted online by the Insurance Broker/Company, prior to the award of a Mini-Competition Contract. Where the Insurance Policy in question is due to expire prior to the end of the period outlined in the Mini-Competition Contract, it shall be the responsibility of the Contractor to ensure that, in advance of the expiration date, said policy is renewed, that the relevant Local Authorities are so informed, and that the insurance details are updated on www.Supplygov.ie.

1.4.2 It is the responsibility of the Contractor to advise the LGOPC when their insurance has lapsed or has been cancelled. All Contractors must notify the LGOPC and the Framework Purchaser of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in the immediate termination of the Contractor from the Framework Agreement.

1.4.3 The following Insurances are required to be in place for a Mini-Competition Contract to be awarded -

(i) **Public Liability Insurance**

- €6,500,000 for any one event
- 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 Contractor will be required to include the Framework Purchaser as joint insured and must include a non-vitiation clause.

Public Liability Insurance must specifically be extended to include all motorised vehicles to which the Road Traffic Acts do not apply (such as rollers, pavers, off site vehicles, etc.). Alternatively, such vehicles should be scheduled (by Registration or VIN) in the Motor Policy.

(ii) **Products Liability Insurance**

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

(iii) **Motor Policy Insurance**

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

The Motor Policy Insurance shall comply with the following requirements -:

- The Cover must indemnify the Framework Purchaser as principal
- The Cover shall provide for loading and unloading risks both on and beyond public thoroughfares
- The Limit of Indemnity shall be not less than € 6,500,000 on any one event, for third party injury or property damage, and not less than €6,500,000 for third party working risk, unlimited for any one period.

(iv) **Employers Liability Insurance**

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

The Employers Liability Insurance shall comply with the following requirements -:

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

The Contractor shall be liable for and shall indemnify the Framework Purchaser for and in respect of all and any losses, claims, demands, damages or expenses that 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 Contractor, its employees, sub-contractors or agents, or any of them.

Applicants do not need to have the insurances outlined above in place at the time of submitting an Application for inclusion on the Framework but will be required to put those insurances in

place prior to the award of a Mini-Competition Contract. The Framework Purchaser will not be responsible for any cost incurred by Contractors for putting in place the required insurances.

For Lot 2, Insurances must also cover the Contractor's role as Project Supervisor for the Construction Stage (PSCS).

1.4.4 Insurance of Subcontractors

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

1.4.5 Exclusions

If Contractors 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 Contractor at time of Mini-Competition will be required to either -:

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

or

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

1.5 Performance Bond

1.5.1 A Performance Bond is a contract of guarantee whereby the guarantor or surety (authorised to do guarantee business) undertakes to pay damages to a second party, in this case the Framework Purchaser, arising from a breach of contract, for losses sustained by the Framework Purchaser due to non-performance by the Contractor. In essence, the guarantor undertakes to be answerable for losses suffered by the Framework Purchaser if the Contractor's obligations are not performed in accordance with the Mini-Competition Contract. The guarantor or surety will pay the Framework Purchaser only for proven losses under the Mini-Competition Contract. When a bond is called in, the Framework Purchaser has a guarantee that funds up to the amount of the bond will be available to defray the Framework Purchasers losses resulting from the Contractor's default.

1.5.2 In the instance of this Framework, the Framework Purchasers may require a performance bond for Mini-Competition Contracts. Performance bonds are generally required (not mandatory, depending on particular circumstances) for all contracts with an estimated value in excess of €500,000 (including VAT).

1.5.3 Framework Purchasers may also require a performance bond in respect of contracts below €500,000 (including VAT) if they anticipate that there would be a significant risk to them if such a bond were not in place.

1.5.4 If applicable to a Mini-Competition Contract, the minimum performance bond requirements as a percentage of a Mini-Competition Contract sum is 12.5%.

1.6 Payment, Tax Clearance, etc.

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

1.6.2 The Contractors invoice shall show the following information:

- The Contractors name and address
 - The Contractors VAT Registration Number
 - Invoice number and date
 - The Framework Purchaser's purchase order number
 - The RFT (Request For Tender) reference number from the www.SupplyGov.ie system
 - The quarry/depot of origin from which the materials have been supplied (if requested)
 - Information on works included
 - The Price
- 1.6.3 Prior to invoicing, some Framework Purchasers may require Contractors to submit periodic (e.g. weekly or monthly) statements of works carried out during the period, for the purpose of certification.
- 1.6.4 A number of the Framework Purchasers only pay via EFT (Electronic Fund Transfer) and the remittance is sent to Supplier via email.
- 1.6.5 The Contractor or his/her agent will take their instructions from the Director of Services, or authorised employees.
- 1.6.6 Where Framework Purchasers request clarification or further information on any matters relating to the tender or supporting documentation, such information shall be submitted no later than the date specified in the request.

1.7 Machinery/Operator Requirements & Conditions

- 1.7.1 The delivery vehicles in use should be capable of delivery of materials for which they were intended. It should also be noted that any delivery vehicles accepted for work by the respective Framework Purchaser might be dismissed from a work site, if found, on examination not to comply with the current Road Traffic Act (if applicable), or Health and Safety Regulations, or by non-compliance of any terms and conditions, in any particular instance. This will be at the discretion of the Framework Purchaser.
- 1.7.2 The Framework Purchaser will not provide storage of materials/vehicles and the Framework Purchaser will not accept any responsibility for any loss or damage to materials or vehicles placed on any work site by the Contractor or his agents. The Contractors shall make their own arrangements for the protection of their vehicles and materials. Plant or tools stored by a Framework Purchaser by prior agreement for the Contractor's convenience will be stored at the Contractor's own risk.
- 1.7.3 PLEASE NOTE the terms and conditions in this Specification (Schedule 1) and in the Framework Agreement and in any purchase order issued by the Framework Purchasers shall apply, to the exclusion of any terms and conditions which the Contractor may purport to apply at any time, whether contained in any invoice, delivery docket or other document produced by or furnished to the Framework Purchaser by the Contractor, its agents or employers.
- 1.7.4 Contractors engaged by Framework Purchasers shall provide the names and addresses of all drivers, in the "Driver's Details" section of www.Supplygov.ie and enter updates as the need arises during the Framework Period.
- 1.7.5 The driver in charge of a vehicle shall be skilled in its the operation and thoroughly conversant with the vehicle, which he/she is operating The driver must remain in constant attendance on the vehicle while it is employed and under no circumstances shall a vehicle be operated by any person other than those for whom the relevant documentation as required by these terms and conditions has been submitted.
- 1.7.6 All mechanically propelled vehicles/machines operating on public roads must have a valid registration plate applicable to that particular vehicle/machine.

- 1.7.7 All vehicles for which a Road Fund Licence (Tax Disc) is required must display a current Tax Disc correctly.
- 1.7.8 All vehicles for which an "Insurance Disc" is required must display a current "Insurance Disc" correctly
- 1.7.9 A valid and current Certificate of Road Worthiness (CRW) must be available 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. In addition, such vehicles shall comply with the provisions of the Road Safety Authority (Commercial vehicle roadworthiness) (vehicle maintenance and repair) Regulations 2013.
- 1.7.10 Contractors are reminded that bitumen sprayers whether chassis or trailer mounted are subject to the requirements of the Commercial Vehicle Roadworthiness (Vehicle Testing) Regulations 2013 where used to transport bitumen 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 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.
- 1.7.11 Contractors shall be required to provide in respect of bitumen sprayers certified results of Spraybar Distribution Test (Depot Tray Test) carried out in accordance with B.S.1707 within six months preceding the date of the relevant Mini-Competition. Contractors 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 2016. Gas heating systems where used shall be up to approved standards for such systems. Certification shall be provided on request.
- 1.7.12 All vehicles used by the Contractor will be required to have suitable flashing/warning beacons in working order at all times.
- 1.7.13 The Contractor should note that following the completion of all Contracts, a Performance Evaluation Report will be completed by the Framework Purchaser that will record the performance of the Contractor on the Mini-Competition Contract. Such reports will be copied to the Contractor and consideration of such reports may be incorporated into the suitability assessment of the Contractor during subsequent Framework competitions and Mini-Competitions for Road Making Materials and Ancillary Works – Supply and Place.

1.8 Health & Safety (Safety Statement)

- 1.8.1 When requested, prior to the appointment to the Framework Agreement, successful Contractors must provide a current Safety Statement or equivalent document with their application, that sets out the details of the company's overall safety management system, and that describes the measures, procedures, systems, roles and responsibilities used by the Applicant to secure and manage the safety, health, and welfare at work of its staff, other workers, clients, home occupants, and the general public in the place of work.
- 1.8.2 The Safety Statement shall be prepared in accordance with Section 20 of the Safety, Health & Welfare at Work Act 2005, and implementing Regulations.
- 1.8.3 The Safety Statement must be signed, dated and Company Registrations Office Company Name included, where applicable.
- 1.8.4 Where the Contractor has 3 or less employees, the documents included in the Health & Safety Authority Code of Practice for Contractors with Three or Less Employees can be used to satisfy the requirement for submission of a Safety Statement. The Contractor shall complete and sign the documents included as Appendix E to the Code of Practice and submit these along with the associated Safe System of Work Plans.
- 1.8.5 The minimum requirement is that the evidence provided will demonstrate compliance with the Safety, Health and Welfare at Work Act 2005, including but not limited to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the Safety Health and Welfare at Work (Construction) Regulations 2013.

- 1.8.6 The requirements under Health and Safety legislation will only be evaluated by the relevant Framework Purchaser at Mini-Competition Stage when the Contractor is being evaluated in response to a Mini-Competition Request for Tender. Please refer to the Mini-Competition Contract Evaluation and Award Criteria included in **Schedule 3** herein.
- 1.8.7 Successful Contractors who are subsequently awarded contracts under Lot 2 will be appointed Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013.

1.9 Health & Safety (Legal/Paperwork)

- 1.9.1 Contractors shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereunder. 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.
- 1.9.2 All employees entering Contracting Authority sites shall have a Safe Pass Card, with SOLAS accreditation or equivalent.
- 1.9.3 The Safe Pass Card and CSCS equivalent qualifications (e.g. 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.
- 1.9.4 Plant operators, as listed in the Schedule 5 of Safety, Health and Welfare at Work (Construction) Regulations 2013, must be in possession of a valid Construction Skills Certification Scheme (CSCS) card for the item of plant being operated.
- 1.9.5 All employees operating plant/vehicles shall have a current full driver's license pertaining to the item(s) of plant they are operating. Copies must be available upon request on site on any given day.
- 1.9.6 For construction work on roads the Contractor/Supplier shall ensure the following:
- a. Compliance with Regulation 97 of the Safety, Health and Welfare at Work (Construction) Regulations 2013 is complied with. The provision and maintenance of adequate Signing, Lighting and Guarding arrangements in compliance with Department of Transport (DoT), 2010, Chapter 8 of the "Traffic Signs Manual" and "Guidance for the Control and Management of Traffic at Roadworks" – 2nd Edition where required.
 - b. The provision of a person / persons in possession of a current CSCS for Signing, Lighting and Guarding at roadworks, where required.
 - c. 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, where required.
 - d. If successfully appointed to the DPS, details of cards will need to be submitted online prior to the award of any Contract.
 - e. 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, where required.

1.10 Health & Safety (Plant/Equipment)

- 1.10.1 The operator in charge of a machine/vehicle shall be provided with the necessary Personal Protective Equipment (P.P.E.) by the Contractor in order to safely carry out his duties; e.g. safety boots, reflective vests, helmets etc.
- 1.10.2 All plant must be fitted with a reverse alarm which cannot be disabled.
- 1.10.3 Check valves are required on machines as per the guidance of the HSA or particular requirement of the Contracting Authority.

- 1.10.4 All plant or associated equipment using L.P.G. as a means to heat bituminous 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.
- 1.10.5 Plant must comply with requirements for Auxiliary Devices and Visual Aids under Regulation 87 and Schedule 7 of the Construction Regulations 2013 - SI No. 291.
- 1.10.6 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.
- 1) Name and address of ROPS manufacturer.
 - 2) ROPS Identification mark.
 - 3) Machine make/model that ROPS is suited for .
 - 4) Machine mass that ROPS is designed for.

1.11 Health & Safety (Project Supervisor Construction Stage) – Lot 2 Only

- 1.11.1 Contractors or their nominee may, if awarded a Mini-Competition Contract, be appointed as Project Supervisor for the Construction Stage (PSCS) under the Safety, Health and Welfare at Work (Construction) Regulations 2013, as advised in the Request for Tender. (Any costs associated with the provision of PSCS role by a Contractor are the Contractor's responsibility.)
- 1.11.2 If the role of PSCS is required, the Contractor will be assessed at Request for Tender stage to demonstrate their competence or their outsourced nominee's competence to carry out the role.
- 1.11.3 Where a Contractor enters a site where they are not the nominated PSCS, they must comply with any directions given by the PSCS. A more detailed questionnaire (at the discretion of the Framework Purchaser) may be required for any Contractors that undertake the role of 'Project Supervisor Construction Stage' (PSCS) at Mini-Competition Contract stage.

1.12 Terms and Conditions

- 1.12.1 Contractors and their employees are expected to adhere to acceptable standards of behaviour, i.e. standards expected of Contracting Authorities staff.
- 1.12.2 Except in relation to Health & Safety matters within their control, the Contractor or his/her agent will take their instructions from the Director of Services, or authorised employees of the Framework Purchaser.
- 1.12.3 The Contractor is responsible for ensuring that the materials and workmanship meet the required specification as detailed in this Schedule 1 (General Specification), and in any subsequent Mini-Competition Request for Tender. The Contractor 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 materials and workmanship shall be in accordance with the relevant specification. Should the materials and/or workmanship not conform to the standards; the Contractor will be excluded from the Framework. All samples specified here and in the Mini-Competition shall be provided free of charge, when required, to the Framework Purchaser. Testing & sampling shall be carried out to the relevant standards. Contractors should note that the requirements of the specification identified in this Schedule 1 must be met.
- 1.12.4 All Framework Purchasers will be advised of Contractors appointed to the Framework who are eligible to compete in Mini-Competitions within their Local Authority.
- 1.12.5 In addition, each Contractor shall ensure that operations at the site specified in his/her Application/ reply to a Mini-Competition comply with the requirements of the Planning and Development Acts and

other relevant Statutes and Regulations in force. Contractors found to be non-compliant in this respect will be immediately removed from the Framework for all Framework Purchasers.

- 1.12.6 If applicable, Contractors for surface dressing chippings, base course, binder course and surface course materials are required to submit copies of the most recent Type Test Certs and C.E. Marking Certifications with any competition/tenders.
- 1.12.7 If applicable, Material Safety Data Sheet (MSDS) must be supplied with all hazardous substances.
- 1.12.8 Note: Failure to comply with these terms and conditions may result in non-qualification or disqualification from the Framework

1.13 Contract Performance

- 1.13.1 It is intended that, Contractors' performance will be monitored during the Framework Agreement and during the execution of all Mini-Competition Contracts.
- 1.13.2 A Performance Evaluation Report will be completed by the Framework Purchaser at the end or at any time during the Mini-Competition Contract, that will record the performance of the Contractor on the Mini-Competition Contract. Such reports will be copied to the Contractor and the content of such reports may be considered when formulating new award criteria for future centralised procurement competitions for Road making Materials and Ancillary Works – Supply and Place. A copy of the Performance Evaluation Report is included in **Schedule 5**.
- 1.13.3 Where any Contractor fails to satisfactorily perform a Mini-Competition Contract awarded, the Mini-Competition Contract may be terminated and the Framework Purchaser shall have the right to re-tender the contract. Please refer to the Framework Agreement for full details of the Mini-Competition Contract and performance review mechanism.

1.14 Data Protection

- 1.14.1 The LGOPC recognises that Contractors may submit personal data on behalf of themselves or others as part of their tender and this information can be regarded as "Personal Data" under the Data Protection Acts 1988 and 2003 (as amended from time to time) and Directive 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any implementing legislation. LGOPC, as the Data Controller, may share and/or disclose details (including personal data, such as names of supplier personnel, contact details, supplier personnel experience, etc.) with other bodies/entities within the public and or Semi-State sectors as required by this Framework. Contractors will be required to sign a data protection declaration consenting on their own behalf and on behalf of those individuals whose personal data the Contractor submits to LGOPC, to these identified disclosures, and the Contractor must procure all relevant consents in this regard.

SCHEDULE 2 - CATEGORIES OF WORKS TENDERED

Refer to **Schedule 1 – General Specification** attached to this Framework Agreement for Technical Standards for the works.

Please note the following:

- (1) Items 1 to 13 below are associated with **Series 900** of the NRA *Specification for Road Works* dated **March 2011**.
- (2) Items 14 to 20 below are associated with the latest version of **Series 900** of the TII *Specification for Road Works* (CC-SPW-0900).
- (3) The latest version of the TII *Specification for Road Works* shall be used for all other series in the Specification.
- (4) Other sub categories of works are included separately.
- (5) The item of works descriptions in the table below are broadly indicative of the item of works that will be required by Contracting Authorities at Mini-Competition stage. At Mini-Competition stage a Contracting Authority may require an equivalent item of works and this will be specified in the Request for Tender.
- (6) When responding to a Mini-Competition Request for Tender, Contractors admitted to the Framework Agreement may only provide prices for item of works that they priced as part of their application for admittance to the Framework (i.e. at Mini-Competition stage, a Contractor may not provide a price for an item of works that was not priced at Framework application stage).

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

<u>27</u>	Cold Mix Delay Set Bituminous Macadam	6mm Short Delay Set
<u>28</u>	Fill Material & Unbound Material	Clause 503 Bedding, Laying and Surrounding of Pipes
<u>29</u>	Fill Material & Unbound Material	Clause 505 Backfilling of Trenches and Filter Drains
<u>30</u>	Fill Material & Unbound Material	Clause 803 Granular Material Type A
<u>31</u>	Fill Material & Unbound Material	Clause 804 Granular Material Type B
<u>32</u>	Fill Material & Unbound Material	Clause 805 Granular Material Type C
<u>33</u>	Fill Material & Unbound Material	Clause 806 Granular Type D (Wet-Mix Macadam)
<u>34</u>	Fill Material & Unbound Material	Clause 807 Granular Type E (Close Grained Unbound Mixtures)
<u>35</u>	Fill Material & Unbound Material	Clause 808
<u>36</u>	Fill Material & Unbound Material	Clause 821 Cement Bound Granular Mixtures A (CBGM A)
<u>37</u>	Fill Material & Unbound Material	Clause 822 Cement Bound Granular Mixtures B (CBGM B)
<u>38</u>	Fill Material & Unbound Material	Clause 823 Cement Bound Granular Mixtures C (CBGM C).
<u>39</u>	Geotextiles (woven)	Geotextile (woven) – various strengths
<u>40</u>	Geotextiles (nonwoven)	Geotextile (nonwoven) – various strengths
<u>41</u>	Geosynthetic Geogrids	Geogrid – various strengths
<u>42</u>	Sand, Gravels and Topsoil	Bedding Sand (Paving)
<u>43</u>	Sand, Gravels and Topsoil	Clean Sharp Sand
<u>44</u>	Sand, Gravels and Topsoil	Gravel Filling
<u>45</u>	Sand, Gravels and Topsoil	Jointing Sand
<u>46</u>	Sand, Gravels and Topsoil	Natural or Crushed Gravel
<u>47</u>	Sand, Gravels and Topsoil	Pea-Gravel, 12.5mm to 5mm only
<u>48</u>	Sand, Gravels and Topsoil	Pit Run Gravel
<u>49</u>	Sand, Gravels and Topsoil	Screened Gravel
<u>50</u>	Sand, Gravels and Topsoil	Top Soil, Class 5B, 5C
<u>51</u>	Sand, Gravels and Topsoil	Unwashed Sand
<u>52</u>	Sand, Gravels and Topsoil	Washed Sand (Building)
<u>53</u>	Sand, Gravels and Topsoil	Washed Sand (Plastering)
<u>54</u>	Stone	100mm - 50mm broken stone
<u>55</u>	Stone	100mm Down Broken Stone
<u>56</u>	Stone	150mm -100mm broken stone
<u>57</u>	Stone	225mm - 100mm Down Broken Stone
<u>58</u>	Stone	225mm Down Broken Stone
<u>59</u>	Stone	37.5mm Down Broken Stone
<u>60</u>	Stone	400mm Down Broken Stone
<u>61</u>	Stone	50mm - 20mm Down Broken Stone
<u>62</u>	Stone	50mm Down Broken Stone
<u>63</u>	Stone	Boulders
<u>64</u>	Stone	Drainage Stone Single Size - 100mm
<u>65</u>	Stone	Drainage Stone Single Size - 35mm
<u>66</u>	Stone	Drainage Stone Single Size - 50mm
<u>67</u>	Stone	Drainage Stone Single Size -150mm
<u>68</u>	Stone	Drainage Stone Single Size -37.5mm
<u>69</u>	Stone	Granular Material (Rock fill) 500mm Class 6B
<u>70</u>	Stone	Grit 6/4mm
<u>71</u>	Stone	Quarry Fines
<u>72</u>	Stone	Screenings - 20 mm Down
<u>73</u>	Stone	Screenings - 25 mm Down
<u>74</u>	Stone	Screenings - 37.5 mm Down

<u>75</u>	Stone	Selected Well Graded Granular Material (Rock Fill) 125mm Class 6C
<u>76</u>	Stone	Single Size Broken Stone - 37.5mm
<u>77</u>	Stone	Single Size Broken Stone - 50mm
<u>78</u>	Stone	Single Size Broken Stone - 75mm
<u>79</u>	Surface Dressing	10/14mm Chippings
<u>80</u>	Surface Dressing	14/20mm Chippings
<u>81</u>	Surface Dressing	2/6mm Chippings
<u>82</u>	Surface Dressing	6/10mm Chippings

	Other Sub Categories	Ancillary Works Description
<u>83</u>	Ancillary Road Construction Works	Raising or lowering covers
<u>84</u>	Ancillary Road Construction Works	Recycling of Existing Roads and cold milling, planning/stabilisation
<u>85</u>	Ancillary Road Construction Works	Saw Cutting
<u>86</u>	Footpath Works	Concrete Footpaths
<u>87</u>	Footpath Works	In-situ concrete kerbing
<u>88</u>	Footpath Works	Kerbs, Paths, Channels, Edgings
<u>89</u>	Footpath Works	Tarmacadam footpaths
<u>90</u>	Footpath Works	Footpaths Bases
<u>91</u>	Footpath Works	Waterproof concrete protection / surfacing
<u>92</u>	Footpath Works	Gravel Footpaths
<u>93</u>	Services Installation	Service ducts and chambers
<u>94</u>	Services Installation	Meters and boxes
<u>95</u>	Services Installation	Valves, fittings etc
<u>96</u>	Services Installation	Water pipework
<u>97</u>	Services Installation	Drainage pipework
<u>98</u>	Services Installation	Boxes & chambers
<u>99</u>	Services Installation	Chambers and Gullies
<u>100</u>	Services Installation	Ducting
<u>101</u>	Surfacing Works	High Friction Surfacing – Epoxy Resin (or similar)
<u>102</u>	Surfacing Works	Hot Applied Coloured Surfacing
<u>103</u>	Surfacing Works	Footpath Overlay
<u>104</u>	Surfacing Works	Pavement Overlay
<u>105</u>	Surfacing Works	Special Surfacing (eg. Ralumac) to Local Authority Specification
<u>106</u>	Traffic Management / Calming Works	Traffic Calming
<u>107</u>	Traffic Management / Calming Works	Speed Ramps / Speed Cushions / Raised Tables

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

SCHEDULE 3 - MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA (LOT 1)

3.1 Contract Evaluation Criteria

- 3.1.1 Contractors submitting a response to a Request for Tender must comply with the requirements listed in the Table hereunder, that will be assessed on a Pass/Fail basis. Contractors should note that not all of the criteria listed may apply to every Mini-Competition Request for Tender.
- 3.1.2 If the Contractor is a subsidiary, a parent company guarantee may be sought at Mini-Competition stage if relevant.
- 3.1.3 Only those Contractors passing all of the following criteria will proceed for assessment in accordance with the Mini-Competition Contract Award Criteria set out in part 3.2 below.

Contract Evaluation Criteria (Lot 1)		Weighting
1	<p>Proposed Project Team and Availability</p> <p>Provide confirmation in writing that the Contractor has the required resources available to complete the works within the specified timeframe, respecting the nominated start and finish date outlined in the Request for Tender documents.</p> <p>In doing so, Contractors will be asked to clearly identify the names of the resources that they intend to allocate to the Mini-Competition Contract.</p>	Pass/Fail
2	<p>Details of Contractors Proposed Project Team</p> <p>Provide the following details for the proposed project team -:</p> <ol style="list-style-type: none"> 1) Details of the staff assigned to perform the contract in the form of an Organogram of the Project Team, and their roles and responsibilities. 2) The following minimum details for each member of the project team -: <ol style="list-style-type: none"> (i) Evidence of educational and professional qualifications and/or technical accreditations (with dates obtained) (ii) Employment history with specific reference to experience of the contractor's personnel on works projects of a similar nature, size and complexity to those to be tendered under this Framework or experience in so far as they are relevant to health and safety management of works projects. (iii) Details of a minimum of three (3) projects in last three (3) years shall be provided for each member. <p>The requirements for personnel shall be proportionate to the needs of the contract depending on the nature, size and complexity of the works being tendered.</p> <p>Specific additional details may be required for site staff responsible for managing the works.</p>	Pass/Fail
3	<p>Health & Safety Competency of Workers</p> <p>For each member of the project team, details of the following must be entered on www.supplygov.ie under 'My Checklist' -:</p> <ul style="list-style-type: none"> ▪ Solas/Fás Safepass Card, or equivalent <p>And where relevant to the works required in the Request for Tender -:</p> <ul style="list-style-type: none"> ▪ A valid CSCS card for any additional skill covered under the Construction Skills Certification Scheme required for the proposed Works defined in the Request For Tender 	Pass/Fail

	<ul style="list-style-type: none"> ▪ A valid and compliant Driver CPC Card for the appropriate vehicle category ▪ Any additional qualifications required for the proposed works defined in the Request For Tender ▪ Evidence of attendance by two (2) operatives from the Project Team at Health & Safety training provided by an independent training provider - minimum twelve (12) hours or two (2) days CPD over previous five (5) yrs. <i>(Safe Pass courses, site induction courses and Health and Safety training such as Manual Handling are not acceptable as CPD in the context of specific health and safety training.)</i> 	
4	Temporary Traffic Management Plan Provide confirmation in writing that <u>prior to the award of the Mini-Competition Contract</u> , the Contractor will provide the Framework Purchaser with a Temporary Traffic Management Plan demonstrating compliance with section 1.9.6 of the General Specification Document included as Schedule 1 to the Framework Agreement.	Pass/Fail
5	Health & Safety Questionnaire Complete and provide the Health & Safety Questionnaire included with the Request for Tender.	Pass/Fail
6	Compliance with Specification and Particular Requirements Provide confirmation in writing that the works will comply with the requirements of the General Specification, and as more specifically set out in the particular requirements of the Request for Tender.	Pass/Fail
7	Safety Statement (Code of Practice for 3 or Less Employees) The company's Safety Statement or equivalent document submitted prior to appointment to the Framework Agreement will be assessed for compliance with the provisions set out in the Safety, Health & Welfare at Work Act 2005 and enforcing Regulations.	Pass/Fail

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

3.2 Mini-Competition Contract Award Criteria

3.2.1 The Mini-Competition Contract will be awarded to the most economically advantageous tender, identified following application of the contract award criteria and weightings detailed below.

Contract Award Criteria & Weightings		
Lot 1 Road Making Materials – Supply and Place <u>without</u> PSCS		
CRITERION	Weighting	MAXIMUM MARKS AVAILABLE
Total Cost	90%	900
Project Methodology	10%	100
Total	100%	1,000

3.2.2 Depending on the nature of the required works, the total cost may comprise one or more of the following:

- Lump sum cost tendered for the works
- Green procurement

- Additional resources
- Delay & compensation event charges
- Adjustments for plant & materials

- 3.2.3 The total cost component(s) will be specified by the Contracting Authority at Request For Tender stage.
- 3.2.4 The total cost in the Contractor's tender submitted in response to a Mini Competition Request for Tender must not exceed the Key Rates tendered by the Contractor in its Application for similar items (**Key Rates**).
- 3.2.5 The lowest total cost tendered for completion of the works will be awarded 100% of the **900** marks available for total cost.
- 3.2.6 The remaining Contractors for that Mini-Competition will receive a pro rata mark for total cost based on the difference between their total tendered cost and that of the lowest total cost tenderer, expressed as a percentage of the lowest total cost as follows -:

$$\text{Marks Awarded for Total Cost} = \frac{\text{Total Cost of Lowest Valid Tender}}{\text{Total Cost of Valid Tender being Evaluated}} \times \text{Maximum Marks Available (900)}$$

- 3.2.7 The Qualitative criteria will comprise of the following -:
- Project Methodology

Contractors must describe in detail how they intend to deliver the required works. Responses to this criterion must address in particular the characteristics of the contract, including but not limited to, the site specific constraints in relation to working times, project schedules, risk management, project management, project programme, resourcing proposals and allowable project duration.

The exact requirements will be specified by the Contracting Authority in the Request For Tender.

- 3.2.8 The project methodology will be assessed on the basis of the level of detail provided and the quality of the methodology. More specific details may be set out in the Request For Tender.
- 3.2.9 The marks awarded for total cost and project methodology will be added together to give the total marks to be awarded to each tenderer.
- 3.2.10 The marks awarded will determine the highest scoring Contractor who will be ranked No. 1 for the Mini-Competition. The remaining Contractors will be ranked in descending order, i.e. the next highest mark ranked No. 2, etc.
- 3.2.11 Lot 1 works will be completed in accordance with the **Public Works Short Form of Contract (PW-CF6)** except for works in excess of €500,000 which will be completed in accordance with the **Public Works Contract for Minor Building & Civil Engineering Works designed by the Employer (PW-CF5)** - a copy of these contract Forms can be viewed at <http://constructionprocurement.gov.ie/contracts/>
- 3.2.12 The acknowledgement of receipt of any Mini Competition Request for Tender shall not constitute an actual or implied agreement between the Contractor and the Contracting Authority.
- 3.2.13 Where, after a competition, two or more Contractors are level on marks the Contracting Authority reserves the right to either;
- a) Ask the equally ranked Contractors to resubmit prices and continue this process until there is a winner, or
 - b) To divide the works between the equally ranked Contractors, or
 - c) Award the contract by random selection concluded in an open and transparent forum, or

d) To re-tender the works

- 3.2.14 All Contractors submitting a tender in response to a Mini-Competition Request For Tender will be informed of the outcome of the competition without delay following conclusion of the Mini-Competition evaluation process.
- 3.2.15 Mini-Competitions will be conducted in accordance with the provisions of the Mini-Competition Request for Tender and the Framework Agreement, as re-produced hereunder.
- 3.2.16 Pursuant to a Mini-Competition, the Framework Purchaser shall award a Mini-Competition Contract to one Contractor (the highest ranked Contractor). The successful Contractor shall provide the products and/or works in accordance with the terms and conditions of the Mini-Competition Contract specified for the contract. Contracts will be awarded using either the **Public Works Short Form of Contract (PW-CF6)** or the **Public Works Contract for Minor Building & Civil Engineering Works designed by the Employer (PW-CF5)**.

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

- 3.3.1 In addition to the information to be provided when submitting a tender in response to a Mini-Competition Request for Tender (as outlined in part 3.1 above), the preferred Contractor must provide to the Framework Purchaser for their review and approval, prior to formal award of contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Framework Purchaser:
- Satisfactory evidence of insurance submitted online by the Insurance Broker/Company
 - Site Specific Risk Assessment, if applicable
 - Site Specific Method Statement, if applicable

SCHEDULE 4 - FRAMEWORK PURCHASERS

The Framework Purchasers are as follows -:

Ref	Contracting Authorities (Framework Purchasers)
1	Cavan County Council
2	Carlow County Council
3	Clare County Council
4	Cork City Council
5	Cork County Council
6	Donegal County Council
7	Dun-Laoghaire-Rathdown County Council
8	Fingal County Council
9	Galway City Council
10	Galway County Council
11	Kerry County Council
12	Kilkenny County Council
13	Laois County Council
14	Leitrim County Council
15	Limerick City and County Council
16	Longford County Council
17	Louth County Council
18	Mayo County Council
19	Meath County Council
20	Monaghan County Council
21	Tipperary County Council
22	Offaly County Council
23	Roscommon County Council
24	Sligo County Council
25	South Dublin County Council
26	Waterford City and County Council
27	Westmeath County Council
28	Wexford County Council
29	Wicklow County Council

SCHEDULE 5 - PERFORMANCE EVALUATION REPORT**Road Making Materials and Ancillary Works – Supply and Place
Mini-Competition Performance Evaluation (Lot 1)****Details of Mini-Competition**

Framework Purchaser:	
Framework Purchaser Contact Name:	
RFT Reference No.:	
Name of Contractor:	
Contractor Contact Name:	
Contractor Ranking:	
Details of Contract Awarded:	
Total Out-turn Cost (incl. VAT):	€
Comments:	

Evaluation Completed By -

Framework Purchaser Contact Name:	
Framework Purchaser Contact No:	
Framework Purchaser email address:	
Date of Review:	
Signature:	

Performance Evaluation of Road Making Materials and Ancillary Works – Supply and Place					
Scoring Range	Excellent	Very Good	Good	Moderate	Poor
(Maximum of 25 to be scored for each criteria below)	21 - 25	16 - 20	11 - 15	6 - 10	0 - 5
Please give one rating for each criteria. Add comments as required to justify your rating.					
Evaluation Criteria (Total score available – 100)					Score
1	Adherence to the specified Project Programme [25]				
	<i>Did the Contractor complete the works within the specified timeframe ?</i> <i>Were any difficulties or delays encountered?</i> <i>Were these difficulties or delays within the control of the Contractor or his Project Team ?</i>				
	Comments				
2	Quality of Workmanship [25]				
	<i>Was the specified works completed in a timely and efficient manner, consistent with good practice based on past experience with previous works of a similar nature?</i> <i>Did the Project Team demonstrate a desire to complete the work to a high quality ?</i> <i>Were there any Defects in completed work requiring revisiting to repair?</i>				
	Comments				
3	Contractor Responsiveness [25]				
	<i>Could the Framework Purchaser communicate easily with the Contractor ?</i> <i>Were all issues arising addressed in a professional and timely manner ?</i> <i>Did the Framework Purchaser have to issue any requests for corrective action(s) ?</i>				
	Comments				
4	Compliance with the requirements of Health & Safety Legislation [25]				
	<i>Did the Contractor comply with the Safety, Health and Welfare at Work (Construction) Regulations 2013 ?</i> <i>Did all on-site members of the Project Team possess FÁS accredited Safe Pass cards and where applicable, CSCS cards ?</i> <i>Did the activities of the Project Team demonstrate awareness of Health & Safety risks associated with the works ?</i> <i>Did the Contractor's site activities create any Health & Safety risks ?</i>				
	Comments				