



Feidhmeannacht na Seirbhíse Sláinte  
Health Service Executive

# **TERMS & CONDITIONS**

FOR

**REQUEST FOR APPLICATIONS**

**FOR APPOINTMENT TO A**

**MULTI-PARTY FRAMEWORK AGREEMENT**

FOR

# **MINOR BUILDING WORKS – HSE** **ACUTE LIVE HOSPITAL ENVIRONMENTS**

Building a Better Health Service

CARE COMPASSION TRUST LEARNING



*The business division of the HSE*

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# 1.0 IMPORTANT NOTES

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## 1.1 GENERAL

- 1.1.1 The appointment to this Framework Agreement<sup>1</sup> is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the Application<sup>2</sup> process comprises Directive 2014/24/EC of the European Parliament and of the Council, on public procurement, implemented into Irish law by European Union (Award of Public Authority Contracts) Regulations SI No. 284 of 2016.
- 1.1.2 The information provided in is offered in good faith for the guidance of the Tenderer<sup>3</sup>/Contractor<sup>4</sup> participating in this tender competition. The content is for information purposes only and may not be used for any purpose save for this tender competition.
- 1.1.3 No part of the Tender Documents<sup>5</sup>, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission of the Contracting Authority (which may be withheld in its sole discretion).
- 1.1.4 These Terms & Conditions 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 Terms and Conditions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the Contracting Authority 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, Tenderers/Contractors should not assume that any such information or statements shall remain unchanged.
- 1.1.5 Contracting Authorities are not bound by any anomalies, errors or omissions. Tenderers/Contractors shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority shall, upon receipt of such notification, notify all Tenderers/Contractors of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at the Contracting Authorities sole discretion form part of the Framework Agreement.
- 1.1.6 By participating in this tender, the Tenderer acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the Contracting Authority and the Tenderer prior to the execution of the Framework Agreement nor will there exist any contractual, implied or quasi-contractual relationship with the Contracting Authority in relation to a Supplementary Request for Tender (sRFT)<sup>6</sup> prior to the acceptance by the Contracting Authority of the terms of the Supplementary Request for Tender, pursuant to the procedure adopted for the Supplementary Request for Tender.
- 1.1.7 The Contracting Authority reserves the right, without notice:
- To change the basis of, or the procedures (including the timetable) relating to the Framework Agreement;
  - To reject any, or all, of the Applications;
  - Not to invite a Tenderer to proceed further;
  - Not to furnish a tenderer with additional information, or
  - To abandon the tender competition.

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<sup>1</sup> means the Agreement that Tenderers will be required to enter if successful in their Application to participate in the Framework Agreement.

<sup>2</sup> means an Application for admittance to the Framework Agreement submitted via [www.etenders.gov.ie](http://www.etenders.gov.ie) pursuant to the Instructions Document.

<sup>3</sup> means an entity that submits a tender.

<sup>4</sup> means Tenderers admitted to the Framework Agreement and shall have the same meaning as Supplier on the [www.supplygov.ie](http://www.supplygov.ie) system.

<sup>5</sup> means the Instructions Document, Online Qualification Questions, Pricing Document, Terms & Conditions and Framework Agreement.

<sup>6</sup> means a tender request issued via [www.supplygov.ie](http://www.supplygov.ie) by the Contracting Authority to the Contractors, undertaken in accordance with the procedure set out in the Terms & Conditions.

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- 1.1.8 In such circumstances, the Contracting Authority and its advisors shall not be liable to any persons as a result thereof. The Contracting Authority shall not be bound to accept any Application and reserves the right not to form a Framework Agreement in respect of some or all the supplies, works and/or services for which Applications are invited.
- 1.1.9 This tender competition supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers/Contractors in relation to the subject matter of this tender competition, and Contractors should place no reliance on such previous documentation and correspondence.
- 1.1.10 The Contracting Authority will not accept responsibility for information relayed (or not relayed) via third parties.
- 1.1.11 Each Tenderers/Contractors costs will be their sole liability. The Contracting Authority has no obligation to reimburse the Contractor in respect of costs incurred by it in the preparation of its Application or otherwise because of its participation in this process, whatsoever or howsoever arising.

## **1.2 COMPANY REGISTRATION DETAILS**

- 1.2.1 Where a Contractor is registered with the Companies Registration Office ([www.cro.ie](http://www.cro.ie)) then they must ensure that:
- The registered company name as recorded on ([www.cro.ie](http://www.cro.ie)) is used in all parts of the Application (where appropriate);
  - The company name included on [www.supplygov.ie](http://www.supplygov.ie)<sup>7</sup> must also match the company name as recorded on ([www.cro.ie](http://www.cro.ie)).
- 1.2.2 Where a Contractor is not registered with the Companies Registration Office ([www.cro.ie](http://www.cro.ie)) then they must ensure that-:
- The company name as registered with their VAT Registration Number is used in all parts of the Application (where appropriate);
  - The company name included on [www.supplygov.ie](http://www.supplygov.ie) must match the company name as registered with their VAT Registration Number.
- 1.2.3 It is the responsibility of the Contractor to ensure that any errors or inconsistencies in the above information are corrected prior to admittance to the Framework Agreement.

## **1.3 RELIANCE ON THE CAPACITIES OF OTHER ENTITIES**

- 1.3.1 To demonstrate compliance with the requirements of this tender competition or any Supplementary Request for Tender, a Contractor may rely on the capacities of other entities, regardless of the legal nature of the links between the Contractor and those other entities.
- 1.3.2 A Contractor may only rely on the capacities of other entities where those entities will perform the works and/or services for which these capacities are required.
- 1.3.3 Where a Contractor wants to rely on the capacities of other entities, it shall demonstrate to the Contracting Authority that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect.
- 1.3.4 Contractors responding to this tender competition must provide the necessary details and proof required, as set out in the online Application process.

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<sup>7</sup> SupplyGov.ie is a procurement platform facilitating Local Authorities and other state agencies in the procurement of goods, works and services from Suppliers (incl. Contractors and Service Providers). The website has been developed by the Local Government Operational Procurement Centre (LGOPC) to streamline the procurement process of contracting authorities in respect of the operation of local authority led Category Councils for Plant Hire and Minor Building & Civil Works.

## **1.4 CONSORTIUM/JOINT VENTURE**

- 1.4.1 A consortium/joint venture will not be required to convert into a specific legal form to submit a Tender but may be required to do so prior to admittance to the Framework Agreement. The Contracting Authority may:
- Contract with one Contractor who will who will carry overall responsibility for the performance of the works;
  - Contract with each member of the consortium/joint venture based on joint and several liabilities;
  - Contract with one member of the consortium/joint venture and the other members will be Subcontractors<sup>8</sup>; or
  - At its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

## **1.5 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)**

- 1.5.1 The ESPD is a self-declaration by Tenderers consisting of a formal statement by the Tenderer that the relevant grounds for exclusion do not apply, that the relevant selection criteria are fulfilled and that it will provide the relevant information as required by the Contracting Authority.
- 1.5.2 Submission of an ESPD for this tender competition is at the discretion of the Tenderer – if a Tenderer intends to submit an ESPD, it shall comply with these instructions.
- 1.5.3 In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, the Contracting Authority shall accept a European Single Procurement Document (ESPD) as preliminary evidence confirming that the Tenderer fulfils the following conditions-:
- it is not in one or more of the situations referred to in Regulation 57 in which the entity<sup>9</sup> shall or may be excluded; and
  - it meets the relevant criteria for qualitative selection as defined in the tender documents.
- 1.5.4 The ESPD shall be provided exclusively in electronic form and shall be drawn up on the basis of a standard form established by the European Commission.
- 1.5.5 The information that Tenderers must include in the ESPD is set out in the Tender Call. Potential Tenderers must examine this information carefully in view of their participation and possible submission of an ESPD.
- 1.5.6 If a Tenderer proposes to submit an ESPD and it is relying on the capacities of one or more other entities, those entities must also each submit an ESPD setting out the relevant information for the respective entity.
- 1.5.7 In addition, where a group of entities, including temporary associations, participate together in this tender competition and they intend to submit an ESPD, a separate ESPD must be submitted for each of the participating entities.
- 1.5.8 An ESPD is not required for Subcontractors on whose capacities the tenderer does not rely. Tenders shall note that information concerning proposed Subcontractors and completed Personal Situation Declaration Forms will be required at Supplementary Request For Tender stage.

## **1.6 SUBCONTRACTING**

- 1.6.1 Contractors responding to Requests for Tender must provide the necessary details and proof required, as set out in the eSuitability Questionnaire included with the Tender Documents.

<sup>8</sup> A person to whom the execution of part of the Works is subcontracted (by the Contractor or another subcontractor).

<sup>9</sup> means 'economic operator' as defined in EU Directive 2014/24 – EU Procurement Directive.

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- 1.6.2 The Contracting Authority may take appropriate measures by, amongst other things, verifying in accordance with the provisions in the Regulations, whether there are grounds for exclusion of Subcontractors under Regulation 57 of the 2016 Regulations.
- 1.6.3 At Supplementary Request for Tender stage, the Contractor must indicate to the Contracting Authority the qualifications and experience of Contractors Personnel<sup>10</sup> it proposes for completion of the works and/or services defined in the Supplementary Request for Tender.
- 1.6.4 When responding to a Supplementary Request for Tender, where Subcontractors/Specialist<sup>11</sup>s are proposed for completion of works, the Contractor shall indicate to the Contracting Authority the name, contact details and legal representatives of the subcontractor/s.

## **1.7 TAX COMPLIANCE**

- 1.7.1 All payments under a contract awarded pursuant to a Supplementary Request for Tender Contract will be conditional on the Contractor being tax compliant.
- 1.7.2 Contractors must comply with the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.
- 1.7.3 In line with the legislative provisions of Section 95 of the Finance Act 2014, the following provisions in relation to eTax Clearance Certificates have been brought into force by Revenue, effective from December 2015 -:
- Processing of tax clearance applications, certificates issued by the Collector-General and verification by third parties, is all in electronic format; and
  - Where a taxpayer is found to be non-compliant with their obligations their tax clearance certificate can be rescinded (or withdrawn).
- 1.7.4 eTax Clearances will be available to business, PAYE and non-resident customers with a PPSN/Tax Reference number (TRN). There is no change to the current process for customers/Contractors that are not registered for Irish tax, i.e. Non-residents or some community/voluntary groups. These applications will continue to be processed by the Collector General's Office. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) Contractors.
- 1.7.5 Applications in eTax Clearance will be processed in real time. Contractors who are tax compliant will receive a Tax Clearance Access Number. This number along with the Contractor's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.
- 1.7.6 Subcontractors engaged at Supplementary Request for Tender stage are required to produce an in-date (not older than 30 days) Notification of Determination<sup>12</sup> to the Contracting Authority or the principal Contractor, before any contract is awarded. Contractors requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I of The Taxes Consolidation Act, 1997 (as amended) should contact their local Revenue office. Contact details are available on the Revenue website at [www.revenue.ie](http://www.revenue.ie).

## **1.8 EMPLOYEES**

- 1.8.1 Contractors 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.

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<sup>10</sup> The Contractors representative, supervisor and Subcontractors, employees and other persons working on or adjacent to the site for the Contractor or Subcontractors, and other persons assisting the Contractor to perform the Contract.

<sup>11</sup> means a Subcontractor or supplier of a Works Item named in the Contract and/or Contractor's Personnel who do or are to do design, and/or Contractor's Personnel stated in the works requirements to be Specialists.

<sup>12</sup> means the rate of tax that applies to the subcontractor and the tax credits that reduce the tax payable.

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- 1.8.2 Contractors shall also be aware that they may be asked to provide evidence prior to commencing any works of membership of a pension and sick pay scheme for all Contractors Personnel that will be employed to work on the relevant Supplementary Request for Tender contract.

## **1.9 STATUTORY OBLIGATIONS AND APPLICABLE LAW**

- 1.9.1 Contractors are advised that national legislation applies for example in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Contractors must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tenders.
- 1.9.2 The laws of Ireland will govern this competitive process. This competitive process, any resulting Framework Agreement and any resulting contract will be subject to the exclusive authority of the Irish Courts.

## **1.10 FREEDOM OF INFORMATION ACTS**

- 1.10.1 The Contracting Authority are subject to the FOI Act 2014 and acknowledge that information provided in response to this tender may be considered confidential or commercially sensitive.
- 1.10.2 Contractors are asked to consider if any of the information supplied by them in response to this tender should not be disclosed because it is commercially sensitive or confidential. If this is the case, Contractors can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The Contracting Authority will have regard to such a statement but are not bound by it. The requirements of the FOI Act will always take precedence.

## **1.11 CANVASSING**

- 1.11.1 Canvassing or any effort by a Contractor to influence any staff or agents of the Contracting Authority in relation to any aspect of the Application process may result in automatic disqualification from the Application process.
- 1.11.2 Where a Contractor has an existing relationship with the Contracting Authority, or its employees, the Contractor is advised that any discussions, correspondence, or other influences on the Application process may be treated as canvassing.
- 1.11.3 In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

## **1.12 CONFLICTS OF INTEREST AND REGISTRABLE INTEREST**

- 1.12.1 Any actual or potential conflict of interest involving a Contractor (whether because of the Contractor having or having had a role in the Contracting Authority in relation to the contract or because of the Contractor having or having had an interest in another Contractor or another Contractor having or having had an interest in the Contractor or any other situation creating a conflict of interest, actual or potential) must be fully disclosed by the Contractor as soon as it becomes apparent. The Contracting Authority reserves the right to raise conflict of interest issues with Contractors.
- 1.12.2 Where the Contracting Authority consider that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.
- 1.12.3 Where the Contracting Authority consider that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the Contracting Authority and the Contractor and the Contracting Authority being fully satisfied that those safeguards have been put in place and will be complied with.



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- 1.12.4 Where the Contracting Authority considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Contractor from the Application process, the Contracting Authority shall exclude the Contractor.
- 1.12.5 Any registrable interest involving the Contractor and the Contracting Authority or their relatives must be fully disclosed, or must be communicated to the Contracting Authority immediately upon such information becoming known to the Contractor, in the event of this information only coming to the Contractor's notice after the submission of an Application and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995.

### **1.13 CONFIDENTIALITY**

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

### **1.14 DATA PROTECTION**

- 1.14.1 In this clause, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 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 repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.
- 1.14.2 The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this call for tender competition and Supplementary Requests for Tender .
- 1.14.3 The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose personal data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the [www.supplygov.ie](http://www.supplygov.ie) website for the purpose of the participation of the Tenderer in this tender competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purpose of its participation in this tender competition.
- 1.14.4 The Contracting Authority, as the Data Controller, may process the Personal Data as follows:
- disclosing data (including Personal Data of tenderers and/or their employees or other related third-party agents such as those persons names, contact details, work experience etc.) with the Local Government Operational Procurement Centre ("LGOPC") (the LGOPC operates under the auspices of Kerry County Council) and [www.supplygov.ie](http://www.supplygov.ie) website.
- 1.14.5 The Contracting Authority, as the Data Controller, may share the Personal Data as follows:
- share such Personal Data with other bodies within the public and/or semi-state sectors that use the [www.supplygov.ie](http://www.supplygov.ie) service as required by this Framework. The list of such public and/or/semi-State bodies is maintained on [www.supplygov.ie](http://www.supplygov.ie) and is updated from time to time. In addition, such Personal Data may be shared with the Office of Government Procurement, the Local Government Management Agency and with other bodies as required under law.

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## **1.15 INSURANCE**

- 1.15.1 The Contractor shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising directly because of the negligence, act or omission, breach of contract, breach of duty, willful default or fraud of the Contractors Personnel.
- 1.15.2 Contractors do not need to have the insurances in place at the time of applying but will be required to put those insurances in place should they be successful in a Supplementary Request for Tender. The Contracting Authority will not be responsible for any cost incurred by Contractors in putting in place the required insurances.
- 1.15.3 No Contractor shall be awarded a contract unless satisfactory evidence of insurance is submitted prior to contract award by the insurance broker/company. Where the insurance policy in question lapses prior to the end of the period of the Framework Agreement it shall be the responsibility of the Contractor to ensure that said policy is renewed.
- 1.15.4 The onus is on the Contractor to advise the Contracting Authority when their insurance has lapsed or has been cancelled. All Contractors must notify the Contracting Authority of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in immediate barring of the Contractor for the duration of the Framework Agreement.

## **1.16 PUBLIC/PRODUCT LIABILITY INSURANCE**

- 1.16.1 The minimum level of Public Liability Insurance required in respect of any one accident below which the Contractor and PSCS will bear the cost:
- €6,500,000 for any one event;
  - Maximum excess: €6,500.
- 1.16.2 The policy shall indicate that 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 shall be €6,500 for property only with no excess for death, injury or illness.
- 1.16.3 The policy shall include an indemnity to principal clause.
- 1.16.4 The successful Contractor will be required to include the Contracting Authority as joint insured and may be required to include a non-vitiation clause.
- 1.16.5 The Contractor will also be required to extend a public liability policy to include for products and pollution liability insurance to indemnify the Contracting Authority in relation to defective products supplied whether manufactured, altered or just sold by the Contractor.
- 1.16.6 Public Liability Insurance must specifically be extended to include all motor 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 Reg or VIN) in the motor policy.

## **1.17 EMPLOYER'S LIABILITY INSURANCE**

- 1.17.1 The minimum level of Employer's Liability Insurance required in respect of any one accident below which the Contractor and PSCS will bear the cost:
- €13,000,000 for any one event;
  - Maximum excess: €6,500.
- 1.17.2 The policy shall meet the following requirements:
- Cover must apply to the employees of the Contractor engaged on the Supplementary Request for Tender Contract;
  - The liability for death or injury to employees must be covered;

- The cover must indemnify the Contracting Authority as principal and may be required to include a non-vitiating clause;
- Cover must be extended to cover the Contractor in respect of liability assumed by him under the Supplementary Request for Tender Contract, e.g. The description of the insurer's business must be unambiguous.

## **1.18 PROFESSIONAL INDEMNITY INSURANCE**

- 1.18.1 Contractors may be requested to arrange Professional Indemnity Insurance as part of a Supplementary Request for Tender contract.
- 1.18.2 The minimum level of insurance cover required will vary depending on the scale, nature and complexity of the Supplementary Request for Tender contract. Insurance requirements will be identified in individual Requests for Tender.
- 1.18.3 Where a Contracting Authority requires a collateral warranty from a Specialist/s, the Contractor shall provide the collateral warranty in a form approved by the Contracting Authority, (e.g. GCCC standard form reference MF 1.12 'Collateral Warranty' executed by the Specialist and the Contractor) or equivalent.
- 1.18.4 Contractors shall note that where appropriate the standard minimum levels of insurance required by the Contracting Authority are as follows:
- €6,500,000 for any one event;
  - Maximum excess: €50,000.
- 1.18.5 Where required, cover shall:
- be provided on an 'each and every claim' basis;
  - be provided in respect of 'joint and several liability';<sup>13</sup>
  - provide for claims for breach of professional duty or civil liability as well as negligence;
  - be maintained for six (6) years after completion of the Supplementary Request for Tender contract;
  - extend to include Specialist advisors engaged as Subcontractors by the Contractor.
- 1.18.6 Where required, Collateral warranties required from Specialists shall include a requirement to carry professional indemnity insurance if the Specialist is involved in design.
- 1.18.7 Where required, the policy shall, where appropriate, cover and indemnify the Contracting Authority for all liabilities arising from the performance or non-performance by the Contractor of its duties under the Building Control Amendment Regulations (BCAR), 2014 and for all liabilities arising from the performance or non-performance by the Contractor of its duties as Project Supervisor for the Construction Stage (PSCS).

## **1.19 EXCLUSIONS**

- 1.19.1 Contractors that have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain works will be required to either:
- Have the exclusion removed from their insurance policy and employ a competent and appropriately insured Specialist to carry out the excluded activity and put in place contingency cover on the Contractor's insurance policy; or
  - Have the Specialist subcontractor included with the Contractor as a full joint insured on the subcontractor's insurance policy and have the Contracting Authority joint insured on the subcontractor's insurance policy. Contractors should note that the Contracting Authority will

<sup>13</sup> If the Contractor consists of a joint venture, consortium or other unincorporated grouping of two or more persons, each person is jointly and severally liable to the Employer for the performance of the Contract.

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not be responsible for any cost incurred by the Contractor in complying with the insurance requirements outlined above.

## **1.20 CONSTRUCTION PRODUCT REGULATIONS**

1.20.1 Proof of compliance with these regulations may be sought at any time during a Supplementary Request for Tender contract. When requested, Contractors shall 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 needed to judge 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 first affixed, 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 organisation's Factory Production Control system by a notified body will be available if so required under the regulation and requested.

## **1.21 HEALTH & SAFETY – SAFETY STATEMENT**

1.21.1 When requested, prior to the appointment to the Framework Agreement, successful Contractors must provide a current Safety Statement or equivalent document to the Contracting Authority.

1.21.2 The Safety Statement shall be prepared in accordance with Section 20 of the Safety, Health & Welfare at Work Act 2005, and implementing Regulations.

1.21.3 The Safety Statement must be signed, dated and include either:

- The Company Registrations Office Company Name, where applicable i.e. where a Contractor is registered with the Companies Registration Office, ([www.cro.ie](http://www.cro.ie)); or
- The company name as registered with their VAT Registration Number i.e. where a Contractor is not registered with the Companies Registration Office, ([www.cro.ie](http://www.cro.ie)).

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## 2.0 PARTICULARS

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### 2.1 CONTRACT SIZE

- 2.1.1 It is intended that the maximum value of individual Supplementary Request for Tender contracts executed under the Framework Agreement shall not exceed €1 million.

### 2.2 DESCRIPTION OF WORKS AT SUPPLEMENTARY REQUEST FOR TENDER STAGE

- 2.1.2 Works will involve planned and unplanned minor building works within acute live hospital environments for the Contracting Authority.
- 2.1.3 Contractors appointed to the Framework Agreement must in all instances accept the role of 'Contractor' and 'Contractor and Project Supervisor Construction Stage (PSCS)' as defined in the Safety, Health and Welfare at Work (Construction) Regulations 2013 (S.I. No. 291 of 2013).
- 2.1.4 For the purposes of assessing the role of Project Supervisor Construction Stage (PSCS), Requests for Tender undertaken as part of the Framework Agreement shall be categorized as either 'Type 1 or Type 2'<sup>14</sup> projects.
- 2.1.5 The Contracting Authority reserve the right to seek proof of additional qualifications/training that are either statutory or deemed necessary for undertaking the role of Project Supervisor for the Construction Stage (PSCS). Such proof may need to be provided in response to Contract Evaluation Criteria as applicable and as specified in the Supplementary Request for Tender.
- 2.1.6 The majority of works will take place in a clinical environment which are highly complex and serviced, clean room type environments.
- 2.1.7 In addition to building works, works may include work on fire safety systems, electrical and, mechanical systems, emergency supply systems, work on life critical systems, medical gas systems, infection control and building environmental systems etc.
- 2.1.8 Typical works will include
- General repair and upgrade to internal and external building elements and fabric;
  - General building works;
  - Roofing works including but not restricted to structural work, refitting / replacement of roof tiles, slates, roofing membranes and all roof finishes, flashings, valleys, soffit and fascia's, gutters, downpipes etc.;
  - Internal building modifications and alterations;
  - External building modifications and alterations;
  - Extensions, refurbishment alterations redevelopment and fit out to health care buildings/ health care campus.
- 2.1.9 In addition to general building works this tender will also incorporate works on the following areas which form part of such works:
- Mechanical/ plumbing and electrical works.
  - Fire safety works, medical gas systems, building environmental systems;
  - Plastering rendering and ceilings;
  - Carpentry, joinery and fitted units;
  - Windows and doors internal and external;
  - Painting, Flooring and finishes;

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<sup>14</sup> Type 1 applies to project that have a value of <€500,000, Type 2 applies to projects that have a a value >€500,000 and <€5,000,000. However consideration in relation to the health and safety risk must also be taken into account in deciding on the project type. If there is a high health and safety risk the category may need to be higher.

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- Other building related elements required to complete the works;
  - Demolition works and clearance works;
  - External site, civil works sewerage, drainage water mains etc.;
  - External works including roads, paving, walls, fences, drainage etc.

2.1.10 Maintenance and facilities management works/ activities will not be completed under this Framework Agreement. These works are addressed under the OGP category of Facilities Management and Maintenance.

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## 3.0 GENERAL SPECIFICATION

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### 3.1 LEGISLATION, REGULATIONS, GUIDELINES AND CODES OF PRACTICE

3.1.1 The contractor shall comply with all Legislation, Acts, Regulations, Guidelines and Codes of Practice that apply during the construction stage and maintenance period. The contractor shall ensure that, as a minimum, all aspects of the works and project facilities comply with good industry practice, law and all necessary consents including, but not limited to the following:

- The Safety, Health and Welfare at Work Act 2005
- The Safety, Health and Welfare at Work (Repeals)(Commencement) Order, 2015
- The Safety in Industry Act 1980
- The Safety, Health and Welfare at Work (General Applications) Regulations 2007 to 2012;
- The Safety, Health and Welfare of Work (Construction) Regulations, 2013;
- Chemicals (Asbestos Articles) Regulations 2011 (S.I. No. 248 of 2011);
- The Safety, Health & Welfare at Work (Exposure to Asbestos) (Amendment) Regulations, 2010 (S.I. No. 589 of 2010);
- The Safety, Health & Welfare at Work (Exposure to Asbestos) Regulations, 2006 (S.I. No. 386 of 2006);
- REACH<sup>15</sup> Regulation (EC) No. 1907/2006 amended by Regulation (EC) No. 552/2009;
- Safety, Health and Welfare at Work (Chemical Agents) Regulations, 2001 (S.I. No. 619 of 2001);
- Safety Health and Welfare at Work (Carcinogens) Regulations, 2001 (S.I. No. 078 of 2001);
- European Communities (Carriage of dangerous goods by road & use of transportable pressure equipment regulations, 2011 (S.I. No. 349 of 2011);
- Air Pollution Act, 1989;
- The Construction Products Regulations (CPR) 2013;
- The Waste Management Acts, 1996 to 2013;
- BS5228:2009 'Code of Practice for Noise Control on Construction and Open Sites';
- Any other recommendation or Code of Practice issued by the Health and Safety Authority;
- Law and Good Industry Practice on Disability including those of the National Disability Authority;
- Fire Services Act 1981;
- Good Industry Practice in respect of Fire;
- Requirements of Utility Providers;
- Relevant Irish Standards ("Irish Standards"), British Standards ("British Standards"), Codes of Practice ("Codes of Practice"), EU Directives ("Directives") or equivalent European Standards ("European Standards");
- Local Bye-Laws and Regulations;
- Regulations and requirements of all relevant authorities;
- All BSRIA<sup>16</sup> Publications;
- All HVCA<sup>17</sup> Publications;
- ETCI<sup>18</sup> - National Rules for Electrical Installations Fourth Edition ET101 2008;
- All CIBSE<sup>19</sup> Publications- Guides, Codes, Technical Memoranda, Application Guides, Lighting Guides, etc;

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<sup>15</sup> Registration, Evaluation, Authorisation and Restriction of Chemicals.

<sup>16</sup> BSRIA is a UK-based testing, instrumentation, research and consultancy organisation, providing specialist services in construction and building services engineering.

<sup>17</sup> Heating & Ventilating Contractors Association UK.

<sup>18</sup> Electro Technical Council of Ireland.

<sup>19</sup> Chartered Institute of Building Services Engineers.

- All ASHRAE guidance for specific Mechanical Systems and Components (where more comprehensive than CIBSE);
- HSE contractor health and safety requirements and procedures.
- HSE National Guidelines for the Prevention of Aspergillosis.
- ECTI<sup>20</sup> Guidance on Generator installation;
- ETCI T103 Electrical Installations above 1KV AC & 1.5kv DC;
- Current Edition of IS3218 Fire Alarm & Detection Systems;
- Current Edition of IS3217 Emergency Lighting;
- HPSC<sup>21</sup> guidance Documentation regarding the prevention of Legionella and overall Water Quality governance;
- HPSC guidance on the prevention of aspergillosis;
- HPSC provide guidance on Infection control;
- HIQA<sup>22</sup> provide audit checks, governance and advise also;
- EPA<sup>23</sup> advice on radiation protection;

The above is a non-exhaustive list of standards that are being continuously updated and changed. Each project brief and the person accepting responsibility for design shall specify the appropriate and applicable standards and agree them with the Contracting Authority, contractor and liaise with the Assigned Certifier<sup>24</sup>.

- 3.1.2 The contractor shall provide for complying with the above including all mandatory notifications and notices for display. Compliance with these regulations, standards and guidelines shall relate to those most up to date or reasonably foreseeable as being in force or published at the time of contract award.
- 3.1.3 The contractor shall identify any hazards that the design may present during construction and subsequent use and maintenance. Where possible, the hazards shall be eliminated or the risk reduced. Where hazards cannot be eliminated, provision shall be made for control of those risks and the transfer of the necessary information on those control measures and any residual risks together with any design assumptions to the Project Supervisor for the Design Process, (PSDP).
- 3.1.4 The contractor shall comply with the UK Healthcare Technical Memoranda (HTMS) and Healthcare Building Notes (HBN's) that give comprehensive healthcare specific advice and guidance on the design, installation and operation of specialized building and engineering technology used in the delivery of healthcare projects. Contractors can access the Healthcare Building Notes(HBN's) and UK Healthcare Technical Memoranda (THMS) through <https://www.gov.uk/government/publications>.
- 3.1.5 The contractor shall comply with 'HTM 00 - UK Department of Health - Health Technical Memorandum 00 - Policies and principles of healthcare engineering, Edition 2014' that aims to ensure that everyone concerned with the management, design, procurement and use of the healthcare facility understands the requirements of the business-critical building and engineering technology to ensure optimum safety for all who are present in the building.
- 3.1.6 The contractor shall adhere to and ensure compliance with all relevant manufacturer's instructions.

## **3.2 BUILDING CONTROL REGULATIONS**

- 3.2.1 The contractor shall ensure compliance with the Building Control Regulations 1997 - 2014 and with the requirements of the Building Control (Amendment) Regulations 2014 having regard to:
- The minimum requirements for the design and construction of buildings as set out in the Building Regulations;

<sup>20</sup> Electrical Engineering/Electronics, Computer, Communications and Information Technology Association (ECTI).

<sup>21</sup> Health Protection Surveillance Centre.

<sup>22</sup> Health Information and Quality Authority.

<sup>23</sup> Environmental Protection Agency.

<sup>24</sup> The person so assigned by the Employer to certify compliance with the relevant requirements under Building Control Regulations.



- Detailed Technical Guidance Documents showing how these requirements can be achieved in practice;
- Procedures set out in the Building Control Regulations for demonstrating compliance in respect of an individual building or works.

3.2.2 The contractor shall comply with relevant Irish Standards and Guidance Documents having regard to the suite of technical guidance documents which accompany the Building Regulations:

- Part A – Structure
- Part B - Fire Safety
- Part C - Site Preparation and Resistance to Moisture
- Part D - Materials and Workmanship
- Part E – Sound
- Part F – Ventilation
- Part G – Hygiene
- Part H - Drainage and Waste Water Disposal
- Part J - Heat Producing Appliances
- Part K - Stairways, Ladders, Ramps and Guards
- Part L - Conservation of Fuel and Energy
- Part M - Access and Use

3.2.3 The contractor may be required to undertake the role of 'Builder' as defined in the Building Control (Amendment) Regulations 2014. In such cases the successful contractor will be required to comply with the following requirements as laid down by the regulations:

- Comply with the Inspection Plan<sup>25</sup> and agreed Inspection Notification Framework<sup>26</sup> and any reasonable amendment during the works;
- Give notice for any inspection as set out in the inspection notification framework;
- Complete works in accordance with the documents lodged with the Commencement Notice<sup>27</sup> and with all other documents and instructions issued by the design team and Assigned Certifier;
- Ensure that the workmanship and materials and all design by the contractor or his suppliers comply with the Building Regulations;
- Provide the Assigned Certifier (either directly or via the architect as directed) with such documents as reasonably may be required by them such as:
  - Ancillary certificates<sup>28</sup> of compliance (design and completion) by sub- contractors, Specialists.
  - Test Certificates
  - Technical documents/ product manuals.
- Provide a full set of records at the completion of the job, including safety file and as-built drawings;
- Provide all such information, as noted above, to the 'Builder' in a timely manner to allow the 'Builder' to submit the Certificate of Completion and all other related documentation to the Building Control Authority in order that the works can be entered on the Register without

<sup>25</sup> means the document prepared by the Assigned Certifier in accordance with the Code of Practice for Inspecting and Certifying Buildings and Works having regard to the works requirements. The Inspection Plan also includes the Inspection Notification Framework, both of which may be amended by the Assigned Certifier from time to time.

<sup>26</sup> means the document prepared by the Assigned Certifier and agreed with the Contractor and the Employer in accordance with the Code of Practice for Inspecting and Certifying Buildings and Works identifying key stages or items of work that individual certifiers and the Assigned Certifier are to be notified by the Contractor as the Works are ready for inspection.

<sup>27</sup> means to give notice to Building Control Authorities of the erection of such buildings, or classes of buildings, or the carrying out of such works, or classes of works, as may be specified in the regulations.

<sup>28</sup> means a certificate as prescribed by the Building Control Regulations, other than a statutory certificate of compliance, given by a competent person to confirm compliance of elements of the building, design or Works with Building Regulations; and "Ancillary Certifier" means the person proposed to issue such a certificate.

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undue delay to the completion date. The building cannot be occupied or used until so registered;

- Comply with procedures set out in the Building Control Regulations for demonstrating compliance in respect of an individual building or works.

3.2.4 The contractor shall, where appropriate, provide to the client, at the time of Substantial Completion<sup>29</sup>, a certificate confirming that the completed works comply with the requirements of legislation and the project agreement.

### **3.3 MINIMUM STANDARDS**

3.3.1 Tenderers must ensure:

- that all information, documentation and declarations submitted with, the Framework Agreement, and at any stage of, their Application are correct and;
- that they are in position to provide the requisite evidence of compliance with the declarations submitted within seven calendar days when requested by the Contracting Authority at any stage during the Framework Agreement.

3.3.2 Without prejudice to such other legal remedies available to the Contracting Authority where a Tenderer:

- is found to have furnished false, misleading or incorrect information, documentation or declarations at any stage of, their Application or;
- is, for whatever reason, unable or unwilling to provide the requisite evidence of compliance with the declarations submitted when requested by the Contracting Authority;

the Contracting Authority may impose such sanctions on the Tenderer as it deems appropriate up to and including immediate exclusion of the tenderer from the Framework Agreement.

3.3.3 Contractors Personnel must have an appropriate qualification and adequate relevant experience as defined in the Tender Documents.

3.3.4 In all instances it is the absolute responsibility of the Contractor to be able to unambiguously demonstrate that a proper standard of workmanship has been executed, that Contractors Personnel and Specialists are competent, possessing sufficient training, experience and knowledge appropriate to the nature of the work that has been performed and having regard to the size and complexity of such works.

3.3.5 Depending on the nature of the works, the Contracting Authority reserve the right to seek proof of additional qualifications/training that are either statutory or deemed necessary for undertaking the works. Please reference the Supplementary Request for Tender Contract Evaluation Criteria set out hereunder.

3.3.6 The following are details of some of the site-specific checks and associated substantiation that may be requested by the Contracting Authority prior to award at Supplementary Request for Tender stage:

- Confirmation that there has been no change in circumstances that might affect the validity of any of the statements in any of the declarations returned at Framework Application<sup>30</sup> Stage, or information submitted in lieu of these declarations;
- Confirmation and associated evidence of up to date membership of relevant trade associations;
- Confirmation and associated evidence of, up to date accredited training for the individual employee/s or third party fulfilling the role of Project Supervisor Construction Stage (PSCS), specifically in relation to minor building works within an acute live hospital environment;
- A copy of the current company training register indicating the full list of training undertaken by each employee, including information on dates, certification of training and training provider, duration etc;

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<sup>29</sup> means the date identified as the Date for Substantial Completion of the Works.

<sup>30</sup> means an Application for admittance to the Framework submitted via [www.etenders.gov.ie](http://www.etenders.gov.ie) pursuant to the Instructions Document.

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- Details of third parties employed in the completion of works projects, e.g. external testing houses, environmental monitoring contractors, independent analysts, etc;
  - The Contractor's Waste Management Plan (WMP) for the management of all waste arising on site. Where relevant, this WMP may need to be approved by or agreed with the relevant Contracting Authority prior to appointment.

3.3.7 The Contractor shall respond to any request from the Contracting Authority for such evidence within seven calendar days. Failure to respond within seven days may result in exclusion from the Supplementary Request for Tender.

### **3.4 GREEN PROCUREMENT**

3.4.1 A component of Green Procurement to minimise the environmental impact of construction works may be specified by the Contracting Authority.

3.4.2 A Green Procurement Component may comprise one or a combination of the following elements;

- Design and construction to achieve high energy efficiency performance and low associated CO<sup>2</sup> emissions;
- Installation of high efficiency and renewable energy technologies which make use of site-specific opportunities to reduce energy consumption and CO<sup>2</sup> emissions;
- Design and specification to reduce the embodied impacts and resource use associated with construction materials;
- Design, specification and site management to minimise construction and demolition (C&D) waste and to use building products or materials with a high recycled or re-used content;
- Specification of fit-out and finishes that minimise hazardous emissions to indoor air;
- Ventilation design to ensure healthy air and minimise the intake of external air pollution;
- Specification and installation of water saving technologies;
- Installation of physical and electronic systems and technologies to support the ongoing minimisation of energy use, water use and waste arisings by facilities managers and occupiers.

### **3.5 CONTRACT PERFORMANCE**

3.5.1 It is intended that Contractor performance will be monitored during the Framework Agreement and during the execution of all Supplementary Request for Tender Contracts.

3.5.2 A Performance Evaluation Report (hereunder) will be completed by the Contracting Authority at the end or at any time during the Supplementary Request for Tender Contract, that will record the performance of the Contractor on the Supplementary Request for Tender 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 centralized procurement competitions advertised by the Contracting Authority. A copy of the Performance Evaluation Report shall be included in the Supplementary Request for Tender Template

3.5.3 Where any Contractor fails to satisfactorily perform a Supplementary Request for Tender Contract awarded, the Supplementary Request for Tender contract may be terminated and the Contracting Authority shall have the right to re-tender the contract.

## 4.0 SUPPLEMENTARY REQUEST FOR TENDER (SUPPLYGOV.IE)

### 4.1 GENERAL

- 4.1.1 Supplementary Requests for Tender contracts awarded under this Framework Agreement will be awarded by way of Mini-Competition<sup>31</sup> only.
- 4.1.2 The Contracting Authority will issue Supplementary Requests for Tender electronically via the [www.supplygov.ie](http://www.supplygov.ie) procurement platform to all Contractors appointed to the Framework Agreement.
- 4.1.3 Contractors must submit all responses to Supplementary Request for Tenders electronically via the [www.supplygov.ie](http://www.supplygov.ie) system only.
- 4.1.4 Responses will not be accepted in any other format.
- 4.1.5 Contractors listed on the Framework Agreement may only submit one (1) tender response to a Supplementary Request for Tender.

### 4.2 REQUEST FOR TENDER TEMPLATE

- 4.2.1 A standard Supplementary Request for Tender template shall be issued by the Contracting Authority with each Supplementary Request for Tender.
- 4.2.2 The Supplementary Request for Tender template will include detailed information in relation to the works requirements and all procedures, processes, time limits, instructions or other requirements as issued by the Contracting Authority in relation to the Supplementary Request for Tender.

### 4.3 REQUEST FOR TENDER CONTRACT EVALUATION CRITERIA

- 4.3.1 Contractors submitting a response to a Supplementary Request for Tender must submit the information listed in the table hereunder, that will be assessed on a Pass/Fail basis.
- 4.3.2 Contractors shall note that not all of the criteria listed may apply to every Supplementary Request for Tender.
- 4.3.3 Only those Contractors passing the individual contract evaluation criteria will proceed for assessment in accordance with the following contract award criteria;

SUPPLEMENTARY REQUEST FOR TENDER CONTRACT EVALUATION CRITERIA		WEIGHTING
<b>1</b>	<b>Details of Contractors Personnel</b> Provide the following details for the Contractors Personnel -: <b>a)</b> Details of the Contractors Personnel assigned to perform the contract in the form of a management chart of the Project Team, and their roles and responsibilities. <b>b)</b> Where Subcontractors/Specialists are proposed for completion of works, the Contractor shall indicate to the Contracting Authority the name, contact details and legal representatives of the subcontractors/ Specialists. <b>c)</b> The following minimum details for each member of the project team: (i) Evidence of educational and professional qualifications and/or technical accreditations (with dates obtained)	<b>Pass/Fail</b>

<sup>31</sup> means a tender competition between the Contractors for the award of a contract, undertaken in accordance with the procedure set out in the Instructions Document and the Terms & Conditions .

	<p>(ii) Employment history with specific reference to experience of the Works Contractor's personnel on works projects of a similar scale, nature and complexity to those to be tendered under this Framework <b>or</b> experience as far as they are relevant to health and safety management of works projects.</p> <p>(iii) Details of a minimum of three (3) projects in last three (3) years shall be provided for each member.</p> <p>The requirements for Contractors Personnel shall be proportionate to the needs of the contract depending on the scale, nature and complexity of the works.</p> <p>Specific additional details may be required for site staff responsible for managing the works.</p>	
<b>2</b>	<p><b>Health &amp; Safety/ Project Supervisor for the Construction Stage (PSCS) Competency of Project Team</b></p> <p>Provide evidence of attendance by one (1) member of the Project Team at specific Health &amp; Safety training provided by an independent training provider e.g. Managing Safely in Construction (CIF/IOSH), or equivalent;</p> <p>Or</p> <p>Evidence of current third party certification e.g. Safe-T-Cert, or OHSAS 18001, or approved equivalent.</p> <p><i>Note :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 management health and safety training.</i></p>	<b>Pass/Fail</b>
<b>3</b>	<p><b>Health &amp; Safety/Project Supervisor for the Construction Stage (PSCS).</b></p> <p><b>a)</b> Provide confirmation in writing that the Contractor has examined the Preliminary Safety &amp; Health Plan issued with the Supplementary Request for Tender;</p> <p><b>b) Agree <u>prior to the award of the Supplementary Request for Tender contract, to -:</u></b></p> <p>(i) Be appointed in writing as PSCS for the works;</p> <p>(ii) Confirm acceptance of the PSCS role in writing;</p> <p>(iii) Further develop, as necessary, the Preliminary Safety &amp; Health Plan for the works demonstrating effective means of ensuring the implementation of the plan by the PSCS</p> <p>(iv) Comply with his/her obligations regarding notifying the Health &amp; Safety Authority;</p> <p>(v) Confirm identity of the competent person carrying out the role of PSCS.</p>	<b>Pass/Fail</b>
<b>4</b>	<p><b>Safety Statement</b></p> <p>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 &amp; Welfare at Work Act 2005 and enforcing Regulations.</p>	<b>Pass/Fail</b>

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

#### **4.4 SUPPLEMENTARY REQUEST FOR TENDER - CONTRACT AWARD CRITERIA**

4.4.1 Supplementary Request for Tender contracts awarded under this Framework Agreement will be awarded in accordance with clause 3.1 of the Framework Rules i.e. by way of Mini-Competition only.

4.4.2 Contracting Authorities shall, where appropriate, note the provisions of paragraph 3.4 of the Framework Rules regarding the ceiling rates tendered at Framework application stage prior to award of contract.

4.4.3 The Contractor that achieves the highest-ranking score by reference to the criteria below will be awarded the Supplementary Request for Tender contract.

CRITERIA	WEIGHTING	MAXIMUM MARKS AVAILABLE
Most Economically Advantageous Tender: <b>Lowest Price</b> <sup>32</sup>	100%	1,000

4.4.4 The lowest price tendered for completion of the works will be awarded 100% of the **1,000** marks available for Lowest Price.

4.4.5 The remaining Contractors for that Supplementary Request for Tender will receive a pro rata mark based on the difference between their tendered price and that of the lowest priced tenderer, expressed as a percentage of the lowest cost, i.e.

$$\text{Marks Awarded} = \frac{\text{Lowest Price}}{\text{Price being evaluated}} \times \text{Available Marks For Price (1,000)}$$

4.4.6 The marks awarded above will determine the highest scoring contractor who will be ranked No. 1 for the Supplementary Request for Tender. The remaining contractors will be ranked in descending order, i.e. The next highest mark ranked No. 2, etc.

4.4.7 The acknowledgement of receipt of any Supplementary Request for Tender shall not constitute an actual or implied agreement between the Contractor and the Contracting Authority.

4.4.8 Where, after a mini-competition, two or more Contractors are level on marks the Contracting Authority reserves the right to either;

- Ask the equally ranked Contractors to resubmit prices and continue this process until there is a winner, or
- To divide the works between the equally ranked Contractors, or
- Award the contract by random selection
- To re-tender the works

**4.5 SUPPLEMENTARY REQUEST FOR TENDER - NOTIFICATION OF EVALUATION**

4.5.1 All Contractors submitting a tender in response to a Supplementary Request for Tender will be informed of the outcome without delay following conclusion of the Supplementary Request for Tender evaluation process.

**4.6 INFORMATION TO BE PROVIDED BY THE PREFERRED TENDERER PRIOR TO CONTRACT AWARD**

4.6.1 In addition to the information to be provided when submitting a response to a Supplementary Request for Tender, successful Contractors must provide to the Contracting Authority for their review and approval, prior to formal award of the contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Contracting Authority:

- Confirmation that any Subcontractor/ Specialist proposed for completion of the works complies with the requirements of Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) by providing an ESPD or equivalent;

<sup>32</sup> Lowest Price may be either 'lowest price' or 'lowest fixed price'.

- 
- Satisfactory evidence of insurance in accordance with the minimum standards referenced in the tender documents;
  - SOLAS Safepass Cards for all Contractors Personnel and where appropriate to the works required in the Supplementary Request for Tender, CSCS cards;
  - Site<sup>33</sup> Specific Risk Assessment, if applicable;
  - Site Specific Method Statement, if applicable;
  - The Contractor's Waste Management Plan (WMP) for the management of all waste arising on site;
  - Any other details specified in the Supplementary Request for Tender consistent with the terms and conditions of the Framework Agreement.

#### **4.7 SUPPLEMENTARY REQUEST FOR TENDER – CONTRACT**

- 4.7.1 All works subsequently carried out by Contractors at Supplementary Request for Tender stage will be carried out under:
- PW-CF6 – Public Works Short Form of Contract, or
  - PW CF 05 – Contract for Minor Building & Civil Engineering Works Designed by the Employer or
  - Equivalent contract approved by the GCCC/Department of Finance.

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<sup>33</sup> Any place where the works are to be executed according to the contract, any place provided by the Employer for the works, any place where the Contractor is to operate or maintain Employers facilities or any place that the works requirements identify as part of the site.

## 5.0 PERFORMANCE EVALUATION REPORT

### MINOR BUILDING WORKS - HSE ACUTE - LIVE HOSPITAL ENVIRONMENTS PERFORMANCE EVALUATION REPORT

#### DETAILS OF MINI-COMPETITION SUPPLEMENTARY REQUEST FOR TENDER (SRFT)

<b>HSE ESTATE OFFICE</b>		
<b>SRFT REFERENCE No.:</b>		
<b>NAME OF CONTRACTOR:</b>		
<b>SUPPLYGOV I.D. OF CONTRACTOR</b>		
<b>CONTRACTOR CONTACT NAME</b>		
<b>DETAILS OF CONTRACT AWARDED:</b>		
<b>TOTAL OUT-TURN COST:</b>	€	<b>(INCLUDING VAT)</b>
<b>COMMENTS:</b>		

#### EVALUATION COMPLETED BY -

<b>PURCHASER (BUYER) NAME:</b>	
<b>PURCHASER (BUYER) CONTACT</b>	
<b>PURCHASER (BUYER) EMAIL</b>	
<b>DATE OF REVIEW:</b>	
<b>SIGNATURE (BUYER):</b>	



## CONTRACTOR PERFORMANCE EVALUATION

<b>RATING</b>	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>MODERATE</b>	<b>POOR</b>
---------------	------------------	------------------	-------------	-----------------	-------------

PLEASE GIVE ONE RATING FOR EACH CRITERION. ADD COMMENTS AS REQUIRED TO JUSTIFY YOUR RATING.

	<b>EVALUATION CRITERIA</b>	<b>RATING</b>
<b>1</b>	<p><b>ADHERENCE TO THE SPECIFIED PROJECT PROGRAMME</b></p> <p><i>Did the Contractor complete the works within the specified timeframe? Did the Contractor successfully manage the Project regarding Programme? Were any difficulties or delays encountered? Were these difficulties or delays within the control of the Contractor or his Project Team?</i></p> <p><b>Comments:</b></p> <p>[[ [[ [[</p>	[[
<b>2</b>	<p><b>QUALITY OF WORKMANSHIP</b></p> <p><i>Was the required work completed in a good workmanlike manner? Did the Project Team demonstrate a desire to complete the work to a high quality? Did the Contractor successfully manage the Project regarding Quality, Subcontractors/Specialists etc? Did the Contracting Authority have to issue any requests for corrective action(s)?</i></p> <p><b>Comments:</b></p> <p>[[ [[ [[</p>	[[
<b>3</b>	<p><b>CONTRACTOR RESPONSIVENESS</b></p> <p><i>Could the Contracting Authority communicate easily (in a professional and timely manner) with the Contractor? Were all issues arising addressed in a professional and timely manner by the Contractor?</i></p> <p><b>Comments:</b></p> <p>[[ [[ [[</p>	[[
<b>4</b>	<p><b>COMPLIANCE WITH THE REQUIREMENTS OF HEALTH &amp; SAFETY LEGISLATION</b></p> <p><i>Did the Contractor comply with relevant Safety, Health &amp; Welfare legislation (e.g. the Construction Regulations 2013)? Did the Contractor's Project Team demonstrate awareness of Health &amp; Safety risks associated with the works? Did the Contractor's site activities create any Health &amp; Safety risks? Were any Health &amp; Safety difficulties or non-compliance issues encountered?</i></p> <p><b>Comments:</b></p> <p>[[ [[ [[</p>	[[
<b>5</b>	<p><b>PROJECT SUPERVISOR FOR THE CONSTRUCTION STAGE (PSCS)</b></p> <p><i>Did the Project Supervisor Construction Stage (PSCS) carry out his/her duties in a professional manner? Did the Contractor (or their nominated representative) discharge the role of PSCS diligently and effectively – while fulfilling all statutory obligations? Was the developed Construction Stage Safety &amp; Health Plan appropriate for the project? Did the PSCS coordinate the implementation of the General Principles of Prevention during construction?</i></p> <p><b>Comments:</b></p> <p>[[ [[ [[</p>	[[
<b>OVERALL RATING</b>		[[