

INSTRUCTIONS DOCUMENT

FOR

CALL FOR TENDERS

FOR APPOINTMENT TO A

MULTI-PARTY FRAMEWORK AGREEMENT

FOR

**ROAD SIGNS AND ANCILLARIES
(SUPPLY ONLY)**

TABLE OF CONTENTS

1.0	INTRODUCTION	3
1.1	Primary Information and Contracting Authorities	3
1.2	Division into Lots.....	4
2.0	ESTABLISHMENT AND OPERATION OF THE FRAMEWORK AGREEMENT	5
2.1	Stage 1 – Call for Competition – Admittance to the Framework Agreement.....	5
2.2	Stage 2 – Supplementary Requests for Tender (“sRFT/s”)	5
3.0	INSTRUCTIONS.....	6
3.1	Points to Note Prior to Making An Application.....	6
3.2	Company Registration Details	7
3.3	Consortium/Joint Venture	7
3.4	Confirmation of Economic Operator Details	7
3.5	Communications, Queries and Clarifications	8
3.6	Canvassing	8
3.7	Conflict of Interest	9
3.8	Data Protection	9
3.9	Notice of Addenda.....	10
4.0	APPLICATION PROCESS	11
4.1	General	11
4.2	Submission of Application	11
4.3	Response Deadline.....	12
5.0	TENDER EVALUATION & AWARD OF THE FRAMEWORK AGREEMENT	13
5.1	General	13
5.2	Compliance.....	13
5.3	Selection Criteria	13
5.4	Clarification of Tenders.....	13
5.5	Tender Award	13
5.6	Notification of Evaluation Outcome.....	14
5.7	Standstill Period	14
5.8	Framework Agreement	14

1.0 INTRODUCTION

1.1 PRIMARY INFORMATION AND CONTRACTING AUTHORITIES

- 1.1.1 The Local Government Operational Procurement Centre (hereinafter referred to as “the LGOPC”)¹, acting as a central purchasing body² (Central Purchasing Body) under the auspices of Kerry County Council, is co-ordinating the establishment of a Framework Agreement of Economic Operators³ for Road Signs and Ancillaries (Supply Only) (hereinafter referred to as “the Framework Agreement”) on behalf of contracting authorities⁴.
- 1.1.2 The contracting authorities eligible to partake in the Framework Agreement (hereinafter referred to as “the Contracting Authorities”) comprise:
- Ministers of the Government of Ireland as are more particularly specified at <https://www.gov.ie/en/organisation-information/9b5048-government-ministers/>;
 - Central Government Departments of the Government of Ireland as are more particularly specified at <https://www.gov.ie/en/service/list-of-government-departments/>;
 - Local Authorities in Ireland (as defined in the Local Government Act 2014) as are more particularly specified at <https://www.gov.ie/en/publication/942f74-local-authorities/>;
 - Approved Housing Bodies in Ireland listed on the Register of Approved Housing Bodies maintained by the Department of Housing, Local Government and Heritage currently approved under section 6 of the Housing Act 1992 as are more particularly specified at <https://www.ahbregulator.ie/registration/the-register/>;
 - Publicly funded higher education institutions in Ireland as are more particularly specified at <https://www.gov.ie/en/publication/5088c-list-of-publicly-funded-higher-education-institutions/>;
 - Education and Training Boards in Ireland as are more particularly specified at <https://www.etbi.ie/etbs/directory-of-etbs/>;
 - All non-fee paying primary and post-primary (secondary) schools in Ireland and schools which cater for students with special educational needs (otherwise known as “special schools”) in Ireland. A list of all primary and post-primary (secondary) schools in Ireland can be found at <https://www.gov.ie/en/directory/category/495b8a-schools/> but please note that this list includes fee paying schools which are not covered;
 - Office of Public Works (“OPW”); Irish Water; Waterways Ireland; An Garda Síochána (Police); The Irish Prison Service; The Defence Forces; The Housing Agency; Western Care Association; Environmental Protection Agency; National Treatment Purchase Fund Board; An Bord Bia; The Commissioners of Irish Lights; National Standards Authority of Ireland; Teagasc - The Agriculture and Food Development Authority; Marine Institute; Inland Fisheries Ireland; Grangegorman Development Agency; Alzheimer Society of Ireland; The Courts Service ; Digital Hub Development Agency; The National Tourism Development Authority (Failte Ireland); The National College of Art and Design; Barnardos - Republic of Ireland Company Limited by Guarantee; Health Service Executive (“HSE”); Health Information and Quality Authority (“HIQA”);Beaufort - St Mary’s of the Angels - merged with St John of God’s; Brothers. of Charity, Lota (Southern); Cope Foundation; St. John of God, Tralee; Cork Dental Hospital; St. Patrick’s, Kilkenny; Brothers. of Charity, Waterford (South-Eastern); Carriglea (Sisters of the Bon Sauveur); Brothers. of Charity - Galway Region; Brothers. of Charity, Limerick (Mid-West); Daughters of Charity, Limerick; Brothers. of Charity, Clare; Daughters of Charity, St Anne’s Centre, Roscrea; Brothers. of Charity - Roscommon Region; Cregg House (Sisters of La Sagesse Services); Cheeverstown House; Leopardstown Park Hospital; Royal Hospital, Donnybrook, Dublin; Our Lady’s Hospice, (Harold’s Cross); Peamount Hospital (Newcastle); Stewart’s Hospital,

¹ The LGOPC is responsible for the development and implementation of central purchasing mechanisms for the Category Councils of Plant Hire and Minor Building Works & Civils as established by the Office of Government Procurement.

² Central Purchasing Body means a central purchasing body as defined by Regulation 2(1) of the European Union (Award of Public Authority Contracts) Regulations 2016 (S. I. No. 284 of 2016) (hereinafter referred to as “the Regulations”).

³ Economic Operator means an economic operator as defined by Regulation 2(1) of the Regulations.

⁴ Contracting authorities means a contracting authority as defined by Regulation 2(1) of the Regulations.

(Palmerstown); Children’s Sunshine Home; Drug Treatment Centre Board; Kare, Morefield, Newbridge, Co Kildare; Moore Abbey (Sisters of Charity); Sisters of Charity (Laois/Offaly Centre); Sisters of Charity (Delvin); Dublin Dental Hospital Board; National Rehabilitation Hospital; St. John of God Eastern Region; Sunbeam House Services; Central Remedial Clinic; Incorporated Orthopaedic Hospital (Clontarf); St. Michael’s House, Dublin (incorporates St Mary’s Auxiliary Hospital); St. Vincent’s, Fairview; Daughters of Charity, Navan Road; St. John of God, Drumcar; Adelaide & Meath Inc. N.C. Hospital Tallaght; Beaumont Hospital; Cappagh National Orthopaedic Hospital; Children’s University Hospital, Temple Street; Coombe Women’s Hospital; Mater Misericordiae Hospital; Mercy University Hospital, (Cork); National Maternity Hospital, Holles Street; Our Lady’s Hospital for Sick Children, Crumlin; Rotunda Hospital; Royal Victoria Eye & Ear Hospital; South Infirmity Victoria Hospital; St. James Hospital; St. John’s Hospital (Limerick); St. Luke’s Hospital; St. Michael’s Hospital, Dun Laoghaire; St. Vincent’s University Hospital;

- 1.1.3 Economic Operators admitted to the Framework Agreement will be invited to participate in Supplementary Requests for Tender⁵ (hereinafter referred to as “sRFT/s”) issued by the Contracting Authorities through www.supplygov.ie⁶ (hereinafter referred to as “Supplygov”) for road signs and ancillaries (hereinafter collectively referred to as “Goods”) during the term of the Framework Agreement.
- 1.1.4 The Framework Agreement shall be established for a term of four (4) years unless it is otherwise terminated in accordance with the provisions of the Framework Agreement. It is anticipated that the Framework Agreement will commence in Quarter 3, 2023.
- 1.1.5 The total value of contracts to be awarded under the Framework Agreement (hereinafter referred to as “sRFT Contract(s)”) ⁷ is estimated to exceed the threshold whereby Directive 2014/24 EU and the Regulations apply to this call for competition (hereinafter referred to as the “Competition”).

1.2 DIVISION INTO LOTS

1.2.1 The Framework Agreement will be divided into two lots as follows:

LOT REFERENCE	DESCRIPTION
Lot 1	Permanent Prescribed Road Signs and Ancillaries
Lot 2	Temporary Roadworks Signs and Ancillaries

1.2.2 **Important Note: Economic Operators may apply for either or both lots. Economic Operators intending to apply for both lots must apply for each lot separately (see Section 4.0 herein for further details)**

⁵ Supplementary Request for Tender means a request for tender issued by the Contracting Authorities to the Economic Operators admitted to the Framework Agreement via www.supplygov.ie for a Supplementary Request for Tender Contract (hereinafter referred to as an “sRFT Contract”).

⁶www.supplygov.ie is a procurement platform operated by the LGOPC facilitating Local Authorities and other state agencies in the public procurement of goods, works and services from economic operators.

⁷ sRFT Contract means a contract for Goods entered between an Economic Operator and a Contracting Authority following an sRFT.

2.0 ESTABLISHMENT AND OPERATION OF THE FRAMEWORK AGREEMENT

2.1 STAGE 1 – CALL FOR COMPETITION – ADMITTANCE TO THE FRAMEWORK AGREEMENT

This stage is hosted on www.etenders.gov.ie⁸ (hereinafter referred to as “eTenders”).

- 2.1.1 Stage 1 is the establishment of a Multi-Party Framework Agreement following a tender competition issued by the LGOPC on eTenders seeking applications from Economic Operators. In stage 1, the LGOPC assesses the Economic Operator against the exclusion grounds, selection criteria and tender award criteria. All Economic Operators that pass this assessment are admitted to the Framework Agreement as there is no limit to the number of Economic Operators that may be admitted.
- 2.1.2 Instructions on how to complete an application are outlined in **Section 4.0: Application Process** of this document (hereinafter referred to as an "Application").
- 2.1.3 Applications will be assessed in accordance with **Section 5.0: Tender Evaluation and Award to the Framework Agreement**.

2.2 STAGE 2 – SUPPLEMENTARY REQUESTS FOR TENDER (“SRFT/S”)

This stage is hosted on Supplygov.

- 2.2.1 Stage 2 involves the Contracting Authorities inviting the Economic Operators admitted to the Framework Agreement to tender for sRFT Contracts. Contracting Authorities shall invite, per lot, all Economic Operators admitted to the Framework Agreement that have indicated an interest in tendering for those region(s) selected as part of their Application, to tender for the sRFT Contract.

⁸ eTenders is a procurement platform administered by the Office of Government Procurement facilitating local authorities and other state agencies in the public procurement of goods, works and services.

3.0 INSTRUCTIONS

3.1 POINTS TO NOTE PRIOR TO MAKING AN APPLICATION

- 3.1.1 All documentation, information and communications relating to the Framework Agreement, including the Tender Documents⁹, are published on eTenders under the Contract Notice, which supersede and replaces all previous documentation, communications and correspondence issued by the LGOPC and/or the Contracting Authorities in relation to same. While every effort has been made to provide comprehensive and accurate information in the Tender Documents, the LGOPC does not accept any liability or provide any express or implied warranty in respect of any such information.
- 3.1.2 If an Economic Operator becomes aware of any ambiguity, discrepancy, error, or omission in the Tender Documents or in the online application process, it shall immediately notify the LGOPC through the eTenders messaging system.
- 3.1.3 The LGOPC gives no assurances as to the level of expenditure by the Contracting Authorities through the Framework Agreement and the admittance of an Economic Operator to the Framework Agreement does not constitute a commitment from the Contracting Authorities to enter sRFT Contracts with the Economic Operator. Any costs incurred by the Economic Operator, howsoever arising, in participating in this Competition shall be the Economic Operator's own liability.
- 3.1.4 The Tender Documents, in whole or in part, may not be reproduced, stored, transmitted, or used for purposes other than this Competition without the prior written permission of the LGOPC.
- 3.1.5 The LGOPC, acting in its sole discretion, may, by giving written notice, cancel this Competition at any stage prior to the formal establishment of the Framework Agreement (or at any time during the term of the Framework Agreement in accordance with the terms of the Framework Agreement) without recompense to the Economic Operator.
- 3.1.6 It shall be the responsibility of the Economic Operator to fulfil the obligations under the Framework Agreement and any sRFT Contract, notwithstanding any changes in circulars, law, regulations, taxation or duties or other restrictions that might arise following the withdrawal of the United Kingdom from membership of the European Union.
- 3.1.7 Economic Operators can make only one Application (per Economic Operator per Lot) in response to this Competition, whether as part of a consortium or in their own name.
- 3.1.8 Economic Operators not currently registered on eTenders must register as a "Supplier" on eTenders in order to make an Application.
- 3.1.9 Economic Operators must:
- fully comply with this Instructions Document and a failure to do so may result in the Application being deemed non-compliant. An Economic Operator that makes an Application that is deemed non-compliant shall not be admitted to the Framework Agreement for the relevant Lot(s);
 - read the Tender Documents carefully and ensure that they fully understand the requirements of this Competition and the terms of the Framework Agreement prior to applying;
 - take into account: (a) upload speeds may vary and; (b) the maximum allowed size of all the attached files in a tender response should not exceed **100MB**;
 - ensure electronic documents are not corrupt.

⁹ Tender Documents mean this Instructions Document, the Framework Agreement, the ESPD and all accompanying documents published on eTenders in relation to this Competition.

- 3.1.10 The LGOPC will not issue hard copy correspondence relating to any aspect of this Competition.
- 3.1.11 The LGOPC reserves the right to update or amend the information contained in the Tender Documents at any time before the response deadline and/or to extend the response deadline.
- 3.1.12 All correspondence will be issued via eTenders only and it is the responsibility of the Economic Operator to ensure that its correct email address for the receipt of electronic correspondence is recorded on its eTenders account.
- 3.1.13 If links are not working in any electronic correspondence (due to internal firewalls or IT security), log in directly via the eTenders portal to view.
- 3.1.14 All Economic Operators should include noreply@delos.eurodyn.com in their spam filters (if they use a filtering tool) in order to receive notifications.
- 3.1.15 Should an Economic Operator experience any technical difficulty with any aspect of its application on eTenders, please contact the eTenders Support Desk using the contact details available on the 'contact us' page on www.etenders.gov.ie.

3.2 COMPANY REGISTRATION DETAILS

- 3.2.1 Where an Economic Operator is registered with the Companies Registration Office (hereinafter referred to as the "CRO") it must ensure that:
- the registered company name and address as recorded in the CRO are used in all relevant parts of the Application.
- 3.2.2 Where an Economic Operator is not registered with the CRO it must ensure that:
- the Economic Operator's name and address as registered with its VAT/Tax Registration Number is used in all relevant parts of the Application.

3.3 CONSORTIUM/JOINT VENTURE

- 3.3.1 An Economic Operator comprising of a consortium or joint venture (hereinafter collectively referred to as the "Consortium") must provide details of all members of the Consortium and their role in the Application. The Consortium will not be required to convert into a specific legal entity to submit an Application but may be required to do so prior to admittance to the Framework Agreement. In this respect the LGOPC may, at its discretion, enter into the Framework Agreement with:
- one member who will carry overall responsibility for the performance of an sRFT Contract;
 - each member of the Consortium on a joint and several liability basis;
 - one member of the Consortium with the other members being subcontractors; or
 - at its discretion, the LGOPC may require the Consortium to enter into any other contracting arrangement.
- 3.3.2 Failure by a Consortium to adhere to the requirements of the LGOPC in relation to the above may result in the exclusion of the Consortium from this Competition and the Framework Agreement.

3.4 CONFIRMATION OF ECONOMIC OPERATOR DETAILS

- 3.4.1 The LGOPC may examine and verify the Economic Operator's details as contained in the Application including, but not limited to, the following:
- Legal structure of the Economic Operator;
 - Name of the Economic Operator;

- Address of the Economic Operator;
- VAT/Tax Registration Number of the Economic Operator (if applicable); and/or
- CRO No. of the Economic Operator (if applicable).

3.4.2 Where, in the course of such examination, the LGOPC determines that an Economic Operator has provided details that contain discrepancies, it may, at its discretion, contact the Economic Operator requesting that the Economic Operator provide or confirm the correct details. Failure of the Economic Operator to provide or confirm the correct details to the satisfaction of the LGOPC may result in the elimination from this Competition.

3.5 COMMUNICATIONS, QUERIES AND CLARIFICATIONS

3.5.1 All queries from Economic Operators in relation to this Competition may only be submitted online through the messaging function on eTenders. The deadline for clarifications and queries is displayed in the 'CfT Core Information' that can be viewed under the 'Show CfT Menu' within this Call for Tender ("CfT"), on eTenders at www.etenders.gov.ie.

3.5.2 The LGOPC will endeavour to respond to all reasonable queries validly received without delay. However, the LGOPC is not obliged, nor does it undertake, to respond to all queries received and queries seeking interpretation of this Instructions Document may not result in a response.

3.5.3 Any queries, along with the LGOPC's response to same, will, where appropriate, be communicated to all those who have expressed an interest in this Competition without disclosing the name of the Economic Operator who initiated the query.

3.5.4 If an Economic Operator believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its application, it must mark the query as "Confidential" and state the reason(s) why it believes it to be confidential or commercially sensitive. The LGOPC shall have regard to such statement but shall not be bound by same. If the LGOPC, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as being confidential or commercially sensitive, the nature of the query and its response shall be kept confidential subject to the LGOPC's and/or the Economic Operators obligations under public procurement and freedom of information legislation. If the LGOPC determines, in its absolute discretion, that the query and/or its response should not be regarded as confidential or commercially sensitive, it will invite the Economic Operator concerned to withdraw the query or it will communicate the query and its response to all Economic Operators who have expressed an interest in this Competition. LGOPC accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

3.6 CANVASSING

3.6.1 Canvassing or any effort by an Economic Operator to influence any staff or agents of the LGOPC in relation to any aspect of this Competition may result in the Economic Operator's disqualification.

3.6.2 Where an Economic Operator has an existing relationship with the LGOPC (or its staff or agents), any discussions, correspondence or other influences relating to this Competition may be treated as canvassing.

3.6.3 In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift, or other consideration from an Economic Operator holding, or seeking to obtain, admittance to the Framework Agreement will be deemed to have been paid or given corruptly unless the contrary is proved.

3.7 CONFLICT OF INTEREST

- 3.7.1 Any actual or potential conflict of interest involving the Economic Operator, a Subcontractor or employee or agent of either must be fully disclosed by the Economic Operator as soon as it becomes apparent.
- 3.7.2 Where the LGOPC determines that an actual or potential conflict of interest arises, it will, at its absolute discretion, decide on the appropriate course of action which may include excluding the Economic Operator from the Competition or terminating any Framework Agreement.
- 3.7.3 Any registrable interest (having the meaning prescribed by the Ethics in Public Office Act, 1995) involving the Economic Operator and the LGOPC must be fully disclosed to the LGOPC immediately upon such information becoming known to the Economic Operator.

3.8 DATA PROTECTION

- 3.8.1 In this clause, "Data Protection Laws" means: (a) the Irish Data Protection Acts 1988 to 2018; (b) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and (c) any other applicable law or regulation relating to the processing of personal data and to privacy including (but not limited to) the Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 ("E-Privacy Regulations") (as may be amended, updated or re-published by the relevant body from time to time).
- 3.8.2 The Contracting Authorities and the LGOPC will each be an independent 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 Economic Operator in response to this Framework Agreement and any sRFT.
- 3.8.3 The Economic Operator, as Data Controller in respect of any Personal Data provided by it in its Application for admittance to the Framework Agreement and in response to an sRFT, is required to confirm in their tender submission that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Economic Operator have consented to the processing of such Personal Data by the Economic Operator, the LGOPC, the Contracting Authorities, the evaluation teams and the operators of eTenders and Supplygov for the purpose of the participation of the Economic Operator in the Framework Agreement and/or an sRFT or that the Economic Operator otherwise has a legal basis for providing such Personal Data to the foregoing for the purpose of its participation in the Framework Agreement.
- 3.8.4 The Contracting Authorities and the LGOPC, each as an independent Data Controller, may process the Personal Data as follows:
- by the Contracting Authorities disclosing data (including Personal Data of the Economic Operator and/or their employees or other related third-party agents such as those persons' names, contact details, work experience etc.) to the LGOPC.
- 3.8.5 The Contracting Authorities, as independent Data Controllers, may share the Personal Data as follows:
- with other bodies within the public and/or semi-state sectors that use the Supplygov service as required by this Framework Agreement. The list of such public and/or semi-State bodies is maintained on Supplygov 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.

- 3.8.6 The Contracting Authorities and the LGOPC shall enter into a Data Sharing Agreement, which shall govern the sharing of the Personal Data between them and their respective rights, obligations, and liability in relation to this.
- 3.8.7 The Economic Operator shall be individually responsible, as an independent Data Controller, for its own processing of the Personal Data and must fully comply with its obligations as a Data Controller under the Data Protection Laws in this regard.
- 3.8.8 Neither the Economic Operator nor the LGOPC and/or the Contracting Authorities shall be construed as a Data Processor (where Data Processor has the meaning given under the Data Protection Laws) in relation to the other unless the conditions for processing of the Personal Data change so that one party processes Personal Data on behalf of and on the instructions of the other party.
- 3.8.9 The Economic Operator and the LGOPC and/or the Contracting Authorities shall not be construed as Joint Data Controllers (where Joint Data Controllers has the meaning given under the Data Protection Laws) unless the conditions for processing of the Personal Data change such that the parties in conjunction with one another jointly, in a collaborative fashion, determine the purposes and means of processing the Personal Data.
- 3.8.10 The Economic Operator will inform the LGOPC as soon as possible of any requests from Data Subjects regarding rectification or erasure of Personal Data included in a tender, or restriction of or objection to the processing of such Personal Data for the purposes set out herein. The Economic Operator shall, to the extent that such a request affects the processing of such Personal Data by the LGOPC, provide reasonable assistance to the LGOPC and/or the Contracting Authorities to enable compliance with the Data Protection Laws. Notwithstanding the foregoing, the Economic Operator shall remain responsible itself for dealing with requests from Data Subjects in respect of Personal Data, to the extent that such requests are directed by the Data Subject to the Economic Operator (or any of its agents, employees, or sub-contractors).
- 3.8.11 The Economic Operator shall notify the LGOPC immediately if the Economic Operator becomes aware of, or suspects: (i) any breach of this section 3.8; or (ii) a Personal Data breach which is likely to affect or trigger the LGOPC's and/or the Contracting Authorities' obligations under the Data Protection Laws; or (iii) any situation or envisaged development that shall in any way influence, change or limit the processing of the Personal Data included in the tender for the purposes set out herein. The Economic Operator shall document all Personal Data breaches in accordance with the Data Protection Laws and fully co-operate with the LGOPC and/or the Contracting Authorities to ensure compliance with the Data Protection Laws. The Economic Operator shall use reasonable endeavours to mitigate any damage suffered by a Data Subject in these circumstances.
- 3.8.12 The Economic Operator hereby indemnifies the LGOPC and the Contracting Authorities against all claims, liabilities, costs, expenses, damages, and losses suffered or incurred by the LGOPC and/or the Contracting Authorities arising out of or in connection with any breach by the Economic Operator (or any of its employees/agents/sub-contractors) of any terms of this section 3.8, or its obligations under the Data Protection Laws, or any use by the Economic Operator of the Personal Data.

3.9 NOTICE OF ADDENDA

- 3.9.1 The LGOPC reserves the right, where necessary for the efficient and compliant operation of the Framework Agreement, to update or alter this Instructions Document, other Tender Documents and/or any information and documents pertaining to the Framework Agreement by written notice via eTenders and any such notification will automatically become part of the Tender Documents.

4.0 APPLICATION PROCESS

4.1 GENERAL

- 4.1.1 All Applications in response to this CFT must be made using the online application process on eTenders only.
- 4.1.2 Applications in any other format will not be accepted.
- 4.1.3 A 'Detailed User Manual for Companies' (EO User Manual) is available to download on eTenders under the 'Help' menu option.
- 4.1.4 The "Show CFT Menu" displays all menu options available to the Economic Operator, including "CFT core information", "CFT documents", "Expression of Interest", "Tender", etc.
- 4.1.5 Selecting the "CFT core information" option allows the Economic Operator to view the details of a CFT.
- 4.1.6 Selecting the "CFT documents" option allows the Economic Operator to preview and download the contract notice and all contract documents associated with the CFT.
- 4.1.7 Selecting the "Expression of Interest" option allows the Economic Operator to express an interest in the CFT and add the CFT to the Economic Operator's list of CFTs ("List of My CFTs").
- 4.1.8 Selecting the "Tender" option allows the Economic Operator to prepare (or edit) a tender response for the CFT.
- 4.1.9 Using the "Create Tender Online" function, Economic Operators must fully complete and submit the following in order to make a compliant Application:
- **Eligibility Criteria** - online European Single Procurement Document (hereinafter referred to as the "ESPD");
 - **Technical** - Selection Criteria, including all requested supporting documentation for each lot they intend to apply for;
 - **Financial** - Award Criteria for each lot they intend to apply for.
- 4.1.10 Economic Operators do not need to complete the entire application process at one time. The application process can be updated, edited, completed, and saved at any time prior to submitting an Application.
- 4.1.11 Economic Operators are not required to submit evidence of compliance with the declarations at application stage except where indicated in the online application process. Economic Operators must be in a position to provide the requisite evidence of compliance with the declarations when requested by the LGOPC and/or Contracting Authority.

4.2 SUBMISSION OF APPLICATION

- 4.2.1 Economic Operators must respond to all required questions so that the progress indicators within the "Create Tender Online" process display 100% completion.
- 4.2.2 Economic Operators can submit their response by clicking on the paper plane icon first, and then on the "Submit" icon.
- 4.2.3 Once the tender has been submitted, a status of "Submitted" will be displayed on the screen.

- 4.2.4 Submitted tenders can be viewed by selecting the "My Responses" option on this screen, or from the Economic Operator's homepage, by selecting the "List of my CFTs" and viewing the tender for the relevant CFT.

4.3 RESPONSE DEADLINE

- 4.3.1 It is the responsibility of each individual Tenderer to ensure that their Application is submitted by the response deadline noted on www.etenders.gov.ie. The Response Deadline is displayed on the "CfT core information" option included under the "Show CfT Menu" for this Call for Tenders (CfT) on eTenders at www.etenders.gov.ie.

5.0 TENDER EVALUATION & AWARD OF THE FRAMEWORK AGREEMENT

5.1 GENERAL

5.1.1 Applications for admittance to the Framework Agreement will be assessed by the LGOPC as follows:

PROCESS	ACTION
Compliance	Assess completeness of Application for compliance with requirements of the Tender Documents, including completion of ESPD and confirmation that none of the exclusion grounds in Regulation 57 of the Regulations are met.
Selection Criteria	Assessment in accordance with the Selection Criteria published for admittance to the Framework Agreement.
Tender Award	Award Scores and Rank Tenderers

5.2 COMPLIANCE

5.2.1 Applications will be assessed to determine whether they include all information and documentation required. In addition, Applications will be assessed to determine whether any of the exclusion grounds set out in Regulation 57 of the Regulations are met. Economic operators to whom a mandatory ground for exclusion applies will be excluded from the Competition unless they can provide evidence to the effect that measures taken by them are sufficient to demonstrate their reliability despite the existence of any such exclusion ground. LGOPC reserves the right to exclude an Economic Operator to whom a discretionary ground for exclusion applies.

5.2.2 Compliant Applications will proceed to be assessed in accordance with the Selection Criteria published for admittance to the Framework Agreement. Non-compliant Applications will not be assessed any further.

5.3 SELECTION CRITERIA

5.3.1 Compliant Applications will be assessed against the Selection Criteria as set out on eTenders as part of the online questions under "Technical". An economic operator that does not meet the selection criteria will not progress any further in this competition.

5.4 CLARIFICATION OF TENDERS

5.4.1 During the assessment of an Application, the LGOPC may seek clarifications or further information (or take such other legally permissible actions) from Economic Operators via eTenders.

5.4.2 The Economic Operator's response to a request for clarification or further information shall be submitted via eTenders no later than the date specified by the LGOPC. Any response provided by an Economic Operator may not constitute a material alteration of the Application initially submitted.

5.5 TENDER AWARD

5.5.1 All Applications that meet the Selection Criteria will be further assessed and ranked in terms of the following award criteria and ranking methodology established for securing a place on the Framework Agreement. This award criteria applies to both lots.

AWARD CRITERIA	WEIGHTING	MAXIMUM MARKS AVAILABLE
Most Economically Advantageous Tender: Price (<i>Total Price</i>)	100%	1,000

5.5.2 To secure a place on the Framework Agreement each Tenderer will be ranked based on the 'Total Price' submitted on www.etenders.gov.ie as follows -:

Scoring Formula = (Best Financial Offer/Financial Offer of Application being evaluated) x 1,000

- 'Score' = marks awarded
- 'Financial Offer' = Tenderers Total Price

5.5.3 The Tenderer who submits the lowest 'Total Price' for a lot will be awarded 1,000 marks and position 1 on the Framework Agreement for that lot.

5.5.4 All other Tenderers for that lot will receive marks and be ranked in descending order using the score allocated in accordance with the price formula above.

5.5.5 The ranking by the LGOPC of the Applications is for the purpose of generally assembling the Framework Agreement only. The ranking by the LGOPC of an Economic Operator on the Framework Agreement does not have any relevance to or impact on the subsequent award of sRFT Contracts by Contracting Authorities following an sRFT.

5.6 NOTIFICATION OF EVALUATION OUTCOME

5.6.1 Following assessment of an Application, Economic Operators will be informed of the outcome via eTenders.

5.6.2 Notification of a successful Application by the LGOPC to the Economic Operator shall not, in and of itself, give rise to any enforceable rights by the Economic Operator.

5.7 STANDSTILL PERIOD¹⁰

5.7.1 A minimum standstill period of fourteen (14) days shall apply following notification of the award decision to the Economic Operators and before formal conclusion of the Framework Agreement.

5.7.2 Following the standstill period, the LGOPC shall:

- a) invite the successful Economic Operators to formally enter into the Framework Agreement by accepting the terms of the Framework Agreement electronically through Supplygov; and
- b) formally establish the Framework Agreement.

5.7.3 The Framework Agreement will then become operative and open to the Contracting Authorities to issue sRFTS and award sRFT Contracts.

5.8 FRAMEWORK AGREEMENT

5.8.1 The Framework Agreement, which has been published with the Tender Documents, details the conditions for the award of sRFT Contracts under the Framework Agreement. By submitting an Application and, if successful, by accepting the terms of the Framework Agreement electronically through Supplygov, Economic Operators agree to be bound by the terms and conditions of the Framework Agreement without amendment.

¹⁰ Standstill Period means the period of time allowed to unsuccessful candidates for effective pre-contract remedies. The LGOPC shall not conclude the Framework Agreement during the Standstill Period.