

INSTRUCTIONS DOCUMENT

FOR

REQUEST FOR APPLICATIONS

FOR APPOINTMENT TO A

MULTI-PARTY FRAMEWORK AGREEMENT

FOR

ROAD SIGNS & ANCILLARIES (SUPPLY ONLY)

**PLEASE NOTE THAT ALL INFORMATION RELATING TO THIS COMPETITION,
INCLUDING CLARIFICATIONS AND ADDENDA, WILL BE PUBLISHED ON**

WWW.ETENDERS.GOV.IE

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1.0 PRIMARY INFORMATION REGARDING THE FRAMEWORK AGREEMENT

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 under the auspices of Kerry County Council, is coordinating the establishment of a Framework Agreement of economic operators³ for the Supply of Road Signs & Ancillaries (Supply Only) (hereinafter referred to as “the Framework Agreement”) on behalf of contracting authorities⁴.
- 1.1.2 The contracting authorities partaking in the Framework Agreement (hereinafter referred to as “the Contracting Authorities”) include:
- Ministers of the Government of Ireland; Central Government Departments; offices and non-commercial agencies and organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (as defined in the Local Government Act 2014), (themselves including regional assemblies, local enterprise boards and library bodies), and those approved housing bodies which also constitute “bodies governed by public law” within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts Regulations 2016 (S. I. No. 284 of 2016) (hereinafter referred to as “the Regulations”), listed on the Register of Approved Housing Bodies maintained by the Department of Housing, Planning, Community and Local Environment currently approved under section 6 of the Housing Act 1992;
 - Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds;
 - Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
 - Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
 - An Garda Síochána (Police);
 - The Irish Prison Service;
 - The Defence Forces
 - The Housing Agency.
- 1.1.3 Tenderers admitted to the Framework Agreement will be invited to participate in Supplementary Request for Tenders⁵ (hereinafter referred to as “sRFT/s”) issued by the Contracting Authorities for the provision of road signs and ancillaries (hereinafter collectively referred to as “Goods”).⁶
- 1.1.4 The total value of Supplementary Request For Tender Contracts⁷ (hereinafter referred to as “sRFT Contract/s”) is estimated to exceed the threshold for the application of Directive 2014/24 EU (hereinafter referred to as “the Directive”) and the European Union (Award of Public Authority Contracts) Regulations 2016 (hereinafter referred to as “the Regulations”) to this tender competition and the Framework Agreement.

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 (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.

⁵ Supplementary Request for Tender means a request for tender for an sRFT Contract issued via www.supplygov.ie by a Contracting Authority to the economic operators appointed to the Framework Agreement.

⁶ See Section 3.0 of the Framework Agreement General Terms and Conditions for further details on sRFTs.

⁷ Supplementary Request for Tender Contract means a contract for the purchase and sale of Goods entered into between the Economic Operator and a Contracting Authority following a Supplementary Request for Tender pursuant to this Framework Agreement.

1.2 FRAMEWORK COMMENCEMENT AND TERM

- 1.2.1 It is anticipated that the Framework Agreement will commence in Quarter 2, 2019 and that the term will be two years from the Effective Date⁸ with the option, at the sole discretion of the LGOPC, to extend the term for two further periods of one year each unless it is otherwise terminated in accordance with the terms of the Framework Agreement.

1.3 IMPORTANT POINTS TO NOTE PRIOR TO MAKING AN APPLICATION

- 1.3.1 The LGOPC give no assurances as to the level of expenditure through the Framework Agreement and the appointment of a Tenderer⁹ does not constitute a commitment from the Contracting Authorities to enter into sRFT Contracts with the Tenderer.¹⁰
- 1.3.2 The LGOPC shall not be a party to, nor shall it have any obligations or duties under, any sRFT Contract. Nothing within the Tender Documents¹¹ operates to bind the LGOPC to an sRFT Contract and Tenderers appointed to the Framework Agreement shall indemnify the LGOPC from any losses arising from same.¹²
- 1.3.3 The terms and conditions relating to this tender competition and the Framework Agreement are set out in the Tender Documents that supersede and replace all previous documentation, communications and correspondence issued by the LGOPC and/or the Contracting Authorities in relation to same.
- 1.3.4 The Tender Documents, in whole or in part, may not be reproduced, stored, transmitted or used for purposes other than this tender competition without the prior written permission of the LGOPC.
- 1.3.5 Any costs incurred by the Tenderer, howsoever arising, in making an application to the Framework Agreement shall be the Tenderer's sole liability.
- 1.3.6 The LGOPC, acting at its sole discretion, may, by giving written notice, cancel this tender competition at any stage prior to the formal creation of the Framework without costs or compensation to the Tenderer¹³.
- 1.3.7 Neither the installation of the Goods nor the supply and installation of street furniture will be completed under the Framework Agreement.
- 1.3.8 Tenderers can make only one application (per economic operator) in response to this tender competition.
- 1.3.9 Tenderers should commence their application as early as possible to allow sufficient time to address the requirements of this tender competition.
- 1.3.10 **The Response Deadline¹⁴ is indicated on www.etenders.gov.ie ("eTenders").**
- 1.3.11 Tenderers may edit their application at any stage up to the Response Deadline.
- 1.3.12 Tenderers not currently registered on www.etenders.gov.ie must register as a "Supplier" on www.etenders.gov.ie in order to make an application.
- 1.3.13 **Tenderers must:**
- **fully comply with this Instructions Document and a failure to do so may result in the application being deemed non-compliant. A Tenderer who makes an application which is deemed non-compliant shall be excluded from the Framework Agreement;**
 - read the Tender Documents carefully and ensure that they fully understand the requirements of this tender competition and the terms of the Framework Agreement prior to applying;

⁸ Effective Date means the date the Framework Agreement goes live and from which date the Contracting Authorities may issue sRFTs.

⁹ Tenderer means an economic operator that submits an application to the Framework Agreement.

¹⁰ See Section 1.1.5 of the Framework Agreement for further details on this provision.

¹¹ Tender Documents mean this Instructions Document, the Framework Agreement, the Framework Agreement General Terms and Conditions, the Purchase Order Terms and Conditions, the Online Envelope 1, the Online Envelope 2, the ESPD and the Bills of Quantities.

¹² See Section 1.4.1 of the Framework Agreement for further details on this provision.

¹³ The LGOPC may also cancel the Framework Agreement during its term and see Section 1.4 of the Framework Agreement General Terms and Conditions for further details on this provision.

¹⁴ Response Deadline means the latest date & time for application for admittance to the Framework Agreement.

- take into account: (a) upload speeds may vary and; (b) there is a maximum upload limit of 2.14GB per file (documents larger than this should be divided into smaller files prior to upload);
- ensure electronic documents are not corrupt.

1.3.14 The LGOPC will not issue hard copy correspondence relating to any aspect of this tender competition. All correspondence will be issued via www.etenders.gov.ie only and it is the responsibility of the Tenderer to ensure that their correct email address for the receipt of all electronic correspondence is recorded on their www.etenders.gov.ie account. If the links are not working in any electronic correspondence (due to internal firewalls or IT security) log in directly via the www.etenders.gov.ie portal to view any new activity. All Tenderers should include noreply@eu-supply.com in their spam filters (if they use a filtering tool) in order to receive notifications.

1.3.15 Should a Tenderer experience any technical difficulty with any aspect of their application on www.etenders.gov.ie please contact the eTenders Support Desk for technical assistance. Email etenders@eu-supply.com or Telephone: 353 (0) 21 243 92 77 (09:00am – 17:30pm GMT)

1.4 DIVISION INTO LOTS

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

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

1.4.2 Tenderers intending to apply for both lots must apply for each lot separately (see Section 2.0 “Application Process” herein for further details)

1.5 COMPANY REGISTRATION DETAILS

1.5.1 Where a Tenderer is registered with the Companies Registration Office (hereinafter referred to as the “CRO”) (www.cro.ie) it must ensure that:

- the registered company name and address as recorded in the CRO are used in all relevant parts of the application;
- the company name and address included on www.supplygov.ie¹⁵ corresponds with the name and address as registered in the CRO.

1.5.2 Where a Tenderer is not registered with the CRO then it must ensure that:

- the Tenderer’s name and address as registered with its VAT Registration Number is used in all relevant parts of the application;
- the Tenderer’s name and address included on www.supplygov.ie corresponds with the Tenderer’s name and address as registered with its VAT Registration Number.

1.6 RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

1.6.1 A Tenderer may rely on the capacities of other entities, regardless of the legal relationship between the Tenderer and those other entities, in satisfying the selection assessment criteria in this tender competition.

1.6.2 Where a Tenderer intends to rely on the capacities of other entities it shall demonstrate to the LGOPC that it will have the necessary capacities at its disposal by producing a commitment from those entities to that effect. Where a Tenderer is relying on the capacity of other entities such entities must provide joint and several liability to the LGOPC and/or the Contracting Authority for the performance and fulfilment of the terms of the Framework Agreement and any sRFT Contract (this

¹⁵ 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.

may take the form of a guarantee, letter of reliance or other form of commitment as directed by the LGOPC and/or Contracting Authority).

1.7 CONSORTIUM/JOINT VENTURE

- 1.7.1 A Tenderer comprising of a consortium or joint venture (hereinafter collectively referred to as the "Consortium") will not be required to convert into a specific legal entity to submit an application for this tender competition 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 tenderer 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

1.8 CONFIRMATION OF TENDERER DETAILS FORM

- 1.8.1 As part of the evaluation process, the LGOPC may examine and verify the Tenderer's details as submitted including, but not limited to, the following:
- Nature of the Tenderer; Name of the Tenderer; Address of the Tenderer; VAT Registration Number of the Tenderer (if applicable); Company Registration Number of the Tenderer (if applicable); SupplyGov ID No. of the Tenderer (if applicable).
- 1.8.2 Where, in the course of such examination, the LGOPC determines that a Tenderer has provided details which contain discrepancies, it may contact the Tenderer requesting that the Tenderer provide or confirm the correct details. The LGOPC is not obliged to verify the details submitted by the Tenderer and providing incorrect or incomplete details may lead to the Tenderer's exclusion from the Framework Agreement.

1.9 COMMUNICATIONS AND CLARIFICATIONS

- 1.9.1 All queries from Tenderers in relation to this tender competition and/or the Framework Agreement may only be submitted online through the messaging function on www.etenders.gov.ie and no later than 10 calendar days prior to the Response Deadline.
- 1.9.2 The LGOPC will endeavor to respond to all reasonable queries validly received without delay and, in any case, no later than 6 calendar days prior to the Response Deadline. However, the LGOPC is not obliged, nor does it undertake, to respond to all queries received and queries seeking interpretation of this Instruction Document may not result in a response.
- 1.9.3 Any queries, along with the LGOPC's response to same, will, where appropriate, be communicated to all those expressing an interest in this tender competition without disclosing the name of the Tenderer who initiated the query.
- 1.9.4 If a Tenderer believes 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 Tenderer's obligations under public procurement and freedom of information legislation.

1.10 CANVASSING

- 1.10.1 Canvassing or any effort by a Tenderer to influence any staff or agents of the LGOPC or a Contracting Authority in relation to any aspect of this tender competition may result in the Tenderer's disqualification from this tender competition and the Framework Agreement.
- 1.10.2 The Tenderer is advised that where it has an existing relationship with the LGOPC and/or a Contracting Authority (or its staff or agents) any discussions, correspondence or other influences on this tender competition may be treated as canvassing.

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

1.11 NOTICE OF ADDENDA

- 1.11.1 The LGOPC reserves the right to update or alter this Instructions Document, the Tender Documents and/or any information and documents pertaining to this tender competition at any time prior to the Response Deadline by notice to Tenderers via www.etenders.gov.ie and any such notification will automatically become part of these instructions.

2.0 APPLICATION PROCESS

2.1 APPLICATION PROCESS - GENERAL

- 2.1.1 All applications must be made via www.etenders.gov.ie. Applications in any other format (including hardcopy) will not be accepted and will result in the application being deemed non-compliant.
- 2.1.2 Tenderers must fully complete and submit the following in order to make a compliant application:
- 2.1.2.1. an online European Single Procurement Document (hereinafter referred to as the “ESPD”) (Tenderers applying for both lots are required to complete one ESPD only);
 - 2.1.2.2. Online Envelope 1 (Technical Documents): Tenderers applying for both lots are required to submit a separate Online Envelope 1 for each lot they intend to apply for;
 - 2.1.2.3. Online Envelope 2 (Quotation Documents): Tenderers applying for both lots are required to submit a separate Online Envelope 2 for each lot they intend to apply for;
 - 2.1.2.4. Bill of Quantities: Tenderers applying for both lots are required to submit a separate Bill of Quantities for each lot they intend to apply for; and
 - 2.1.2.5. All supporting documentation as identified in the Tender Documents
- 2.1.3 A User Guide is available on www.etenders.gov.ie for further information on Tender Management.

2.2 ESPD

- 2.2.1 The ESPD is a self-declaration of the Tenderer’s financial status, abilities and suitability for a public procurement procedure and is used as preliminary evidence of fulfilment of the conditions required in public procurement procedures across the European Union.
- 2.2.2 The Tenderer is described as the “Economic Operator” in parts of the ESPD and accordingly we describe the Tenderer as “the Economic Operator (the Tenderer)” below.
- 2.2.3 Tenderers can access the ESPD by clicking on “*Manage ESPD Responses*” in the ESPD section on www.etenders.gov.ie and selecting ‘*Create*’.
- 2.2.4 Part I of the ESPD relates to information concerning the contracting authority and the procurement procedure and does not require any input on the part of the Economic Operator (the Tenderer).
- 2.2.5 Part II of the ESPD relates to information concerning the Economic Operator (the Tenderer) and requires input on the part of the Economic Operator (the Tenderer) and includes the following:
- Section A: This section has been pre-populated with the details entered by the Economic Operator (the Tenderer) when creating its profile on eTenders. The Economic Operator (the Tenderer) must:
 - a) ensure that the pre-populated details regarding the Economic Operator (the Tenderer) are correct
 - Or
 - b) if necessary, amend the pre-populated details regarding the Economic Operator (the Tenderer) in order to correct them;
 - Section B: The Economic Operator (the Tenderer) must enter details regarding the representative(s) of the Economic Operator (the Tenderer) i.e. the person(s) empowered to represent the Economic Operator (the Tenderer) for the purpose of this tender competition.
 - Section C: If applicable, the Economic Operator (the Tenderer) must enter details regarding other entities that the Economic Operator (the Tenderer) relies on to meet the selection criteria (and rules (if any) under Part V) of this tender competition.

(If a Tenderer 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. In addition, where a group of entities, including temporary associations, participate together in this tender competition, a separate ESPD must be submitted for each of the participating entities).

Section D: Section D of the ESPD does not require any input on the part of the Economic Operator (the Tenderer) for this tender competition.

2.2.6 Part III of the ESPD relates to exclusionary grounds¹⁶ and requires input on the part of the Economic Operator (the Tenderer) as follows:

- Part 3.A: The Economic Operator (the Tenderer) must answer all queries on these exclusionary grounds.
- Part 3.B: The Economic Operator (the Tenderer) must answer all queries on these exclusionary grounds.
- Part 3.C: The Economic Operator (the Tenderer) must answer all queries on these exclusionary grounds.

2.2.7 Part IV of the ESPD: Selection criteria. In order to comply with the selection criteria for this tender competition the Economic Operator (the Tenderer) must fully complete the Envelope 1 – Technical Documents, online Envelope 2 - Quotation Documents and Bill Of Quantities for each lot they intend to apply for (a Note to this effect has been inserted by the LGOPC in Part IV of the online ESPD).

2.2.8 Part V of the ESPD does not require any input on the part of the Economic Operator (the Tenderer) for this tender competition.

2.2.9 Part VI of the ESPD allows the Economic Operator (the Tenderer) review its responses before selecting the date and location prior to submission of the ESPD.

2.2.10 The Economic Operator (the Tenderer) must select the '*Finalize*' button in the bottom right hand corner of the screen in order to submit the ESPD.

2.3 ONLINE TECHNICAL AND QUOTATION DOCUMENTS

2.3.1 Lot-1: Permanent Prescribed Road Signs & Ancillaries

Tenderers for **Lot-1** must fully complete and submit the following on www.etenders.gov.ie:

(i) **Lot-1** Envelope 1 Technical Documents:-

Tenderers can access this by clicking on the '*Answer questions*' button in the **Lot-1** Envelope-1 - Technical Documents section on www.etenders.gov.ie

(ii) **Lot-1** Envelope 2 Quotation Documents:-

Tenderers can access this by clicking on the '*Answer questions*' button in the **Lot-1** Envelope-2 - Quotation Documents section on www.etenders.gov.ie

(iii) **Lot-1** Bill of Quantities:-

Tenderers can access this by clicking on the '*Price BoQ online*' button in the **Lot-1** Envelope-2 - Quotation Documents section on www.etenders.gov.ie

- Tenderers must enter their Ceiling Rate¹⁷ for each of the sample list of **Lot-1** items listed in the Bill of Quantities.
- Tenderers must select the "*S*": *Set quote on this row*' option in the "*S/I/E*" column when submitting their rates.
- For each item, the Ceiling Rate provided will be automatically multiplied by the quantity (one) and the total for each item will be automatically added to calculate the 'Total quote'.

¹⁶ Exclusionary Grounds means exclusion grounds as defined in Regulation 57 of the Regulations.

¹⁷ Ceiling Rate means the maximum all-inclusive supply-only rate.

2.3.2 **Lot-2: Temporary Roadworks Signs & Ancillaries**

Tenderers for Lot-2 must fully complete and submit the following on www.etenders.gov.ie:

(i) **Lot-2** Envelope 1 Technical Documents:-

Tenderers can access this by clicking on the '*Answer questions*' button in the **Lot-2** Envelope-1 - Technical Documents section on www.etenders.gov.ie

(ii) **Lot-2** Envelope 2 Quotation Documents:-

Tenderers can access this by clicking on the '*Answer questions*' button in the **Lot-2** Envelope-2 - Quotation Documents section on www.etenders.gov.ie

(iii) **Lot-2** Bill of Quantities:-

Tenderers can access this by clicking on the '*Price BoQ online*' button in the **Lot-2** Envelope-2 - Quotation Documents section on www.etenders.gov.ie

- Tenderers must enter their Ceiling Rate for each of the sample list of **Lot-2** items listed in the Bill of Quantities.
- Tenderers must select the "S": Set quote on this row option in the "S/I/E" column when submitting their rates.
- For each item, the Ceiling Rate provided will be automatically multiplied by the quantity (one) and the total for each item will be automatically added to calculate the 'Total quote'.

2.3.3 An application that includes an answer and/or response to a minimum selection ("pass/fail") criteria question and/or declaration in the Online Envelope 1 and/or the Online Envelope 2 which denotes that the Tenderer fails to meet the minimum selection criteria for appointment to the Framework Agreement shall be deemed to be a compliant submission but shall be adjudged to fail to meet the minimum suitability criteria necessary for entry on to the Framework Agreement.

2.4 CEILING RATE

2.4.1 The Ceiling Rate:

- represents the maximum all-inclusive supply-only rate that may be tendered by the Tenderer in response to an sRFT for the applicable item (i.e. Tenderers appointed to the Framework Agreement may reduce the Ceiling Rates submitted in responses to an sRFT but may not exceed the Ceiling Rate);
- shall be used in the Framework evaluation process as outlined herein;
- applies until the 31st day of December 2020 (thereafter, the Ceiling Rate will not apply).

2.4.2 **Lot-1**: Permanent Prescribed Road Signs & Ancillaries

The Ceiling Rates quoted for all signs in the Bill of Quantities for **Lot-1** are to include for the following:

- a) Road signs and signposts must conform in all respects with the current Road Traffic Regulations, the Traffic Signs Manual and with TS4 (*Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs*).
- b) The numbering system used to identify the signs is in accordance with the current edition of the Traffic Signs Manual.
- c) All signs are to have sign face material in accordance with Class Ref-2.
- d) In addition, Ceiling Rates quoted for all **Lot-1** signs must also include for the following:
 - The supply of all brackets, nuts, bolts etc. necessary for mounting onto 76mm diameter poles.
 - Brackets on all signs intended for mounting on posts must be provided with an approved anti-rotational device.
 - On regular signs, the bracket fixing system should be capable of adjustment for eccentric mounting.

- The weld between the bracket and the sign must be sufficiently strong to resist any deformation resulting from the attachment of signs to lamp standards etc. Therefore, the part of the bracket to be welded to the sign must be flat for at least 35mm.
- The holes in the brackets shall be 12mm diameter and spaced 135mm centre to centre.
- The bolts for the brackets shall be 9.5mm diameter and 50mm long.
- All posts must be sealed at the top with a plastic cap or other approved method.

Refer also to the other Tender Documents, including the Specification section of the *Framework Agreement General Terms and Conditions*, for further requirements / details.

2.4.3 **Lot-2:** Temporary Roadworks Signs & Ancillaries

The Ceiling Rates quoted for all signs in the Bill of Quantities for **Lot-2** must include for the following:

- a) Road signs and signposts must conform in all respects with the current Road Traffic Regulations, the Traffic Signs Manual and with TS4 (*Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs*).
- b) The numbering system used to identify the signs is in accordance with the current edition of the Traffic Signs Manual.
- c) All signs are to have sign face material in accordance with Class Ref-2.
- d) In addition, **Lot-2** Ceiling Rates must also include for the following:

(i) Signs / Posts / Brackets:

Unless it is clearly indicated that the signs are to be mounted in frames/stands, the Ceiling Rates quoted for all signs in the Bill of Quantities for **Lot-2** must include for the following:

- The supply of all brackets, nuts, bolts etc. necessary for mounting onto 76mm diameter poles.
- Brackets on all signs intended for mounting on posts must be provided with an approved anti-rotational device.
- On regular signs, the bracket fixing system should be capable of adjustment for eccentric mounting.
- The weld between the bracket and the sign must be sufficiently strong to resist any deformation resulting from the attachment of signs to lamp standards etc. Therefore the part of the bracket to be welded to the sign must be flat for at least 35mm.
- The holes in the brackets shall be 12mm diameter and spaced 135mm centre to centre.
- The bolts for the brackets shall be 9.5mm diameter and 50mm long.
- All posts must be sealed at the top with a plastic cap or other approved method.

(ii) Signs mounted in frames/stands:

In cases where the signs are to be mounted in frames/stands, the Ceiling Rates quoted in the Bill of Quantities must also include for the frames/stands to be adequately sized to allow for a minimum clearance of 350mm from ground to bottom of plate.

(iii) Bollards:

The Ceiling Rates quoted in the Bill of Quantities for all flexible bollards must include for the following:

- a height of 900mm and
- either a bolted base or epoxy resin base and
- the provision of all materials necessary for mounting.

Refer also to the other Tender Documents, including the Specification section of the *Framework Agreement General Terms and Conditions*, for further details.

2.4.4 Important Notes:

- The Ceiling Rates within the Bill of Quantities for either or both lots(s) must be entered electronically. Failure by the Tenderer to enter a Ceiling Rate for each item within Envelope 2 for the lot(s) they are applying to will result in the application being deemed non-compliant.
- Tenderers must provide rates in euros only and to two decimal places. Tenderers must **not**: (a) use negative or zero rates; (b) use blank spaces; (c) use the terms 'nil' or 'included' or use dashes or the like.

2.5 SUBMISSION OF RESPONSE TO TENDER COMPETITION AND RESPONSE DEADLINE

- 2.5.1 Tenderers must click on the "*Submit response*" tab on www.etenders.gov.ie to submit their application.
- 2.5.2 Tenderers can review the progress of their application via the "*My response*" tab on www.etenders.gov.ie.

2.6 RESPONSE DEADLINE

- 2.6.1 Tenderers submitting an application after the Response Deadline will not be considered for entry on to the Framework Agreement and the "*Submit response*" tab on www.etenders.gov.ie will be disabled automatically upon expiration of the Response Deadline.
- 2.6.2 The LGOPC reserves the right, at its sole discretion, prior to the Response Deadline, to revise the Response Deadline by giving notice in writing to Tenderers via www.etenders.gov.ie.

3.0 TENDER EVALUATION AND APPOINTMENT

3.1 GENERAL

3.1.1 Applications to the Framework Agreement will be evaluated by the LGOPC as follows:

PROCESS	ACTION
Compliance	Examine completeness of all applications
Selection	Determine selection of compliant Tenderers
Award	Award scores and rank applications (Tenderers)

3.2 COMPLIANCE CHECK

3.2.1 Applications will be examined to determine whether they are complete and include all information and documentation required i.e. whether the applications are compliant.

3.2.2 Compliant applications will proceed to selection assessment in accordance with the criteria set out in the Tender Documents.

3.3 MINIMUM SELECTION CRITERIA

3.3.1 Applications will be assessed against the minimum selection criteria set out in the Tender Documents.

3.4 TENDER AWARD

3.4.1 Applications that meet the minimum selection criteria for either lot will be further assessed and ranked in terms of the following award criteria and ranking methodology for that lot:

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

3.4.2 To secure a place on the Framework Agreement for either lot each Tenderer will be ranked based on the "Total quote" tendered for that lot on www.etenders.gov.ie as follows:

$$\text{Score on price formula} = (\text{Maximum "Score"}) - 100 * (1 - (\text{Lowest "Bid"} / \text{Bid}))$$

- "Score" = marks awarded for that lot
- "Bid" = Tenderer's Total quote (the sum of the Ceiling Rates entered for that lot)

3.4.3 The Tenderer who submits the lowest Total quote for a lot will be awarded 100 marks and ranked 1 on the Framework Agreement for that lot. All other Tenderers for that lot will be awarded marks and ranked in descending order in accordance with the above 'score on the above price' formula.

3.4.4 The order of ranking of the Tenderers' applications by the LGOPC is for the purpose of assembling the Framework Agreement only.

3.5 COMMUNICATIONS AND CLARIFICATIONS

- 3.5.1 During the evaluation of applications the LGOPC may seek clarifications or further information (or take such other legally permissible actions) from Tenderers (which requests for clarifications or further information do not result in a material alteration of the application initially submitted) via www.etenders.gov.ie.
- 3.5.2 The Tenderer's response to a request for clarification or further information shall be submitted via www.etenders.gov.ie no later than the date specified by the LGOPC and may not result in a material alteration of the application initially submitted.
- 3.5.3 A request by the LGOPC for clarifications or further information from a Tenderer shall not be construed as an indication by the LGOPC of a successful application.

3.6 NOTIFICATION OF APPLICATION EVALUATION

- 3.6.1 Following the evaluation of applications all Tenderers will be informed in writing of the outcome of the applications via www.etenders.gov.ie.
- 3.6.2 A notification by the LGOPC of successful tenderer status to the Tenderer shall not, in and of itself, give rise to any enforceable rights by the Tenderer.

3.7 STANDSTILL PERIOD

- 3.7.1 The LGOPC will observe a standstill period of a minimum of fourteen days between the communication of the outcome of the applications to the Tenderers and the formal conclusion of the Framework Agreement (hereinafter referred to as the "Standstill Period") and no contract will be executed or take effect until the expiry of the Standstill Period.

3.8 FRAMEWORK AGREEMENT

- 3.8.1 Following the expiry of the Standstill Period successful Tenderers will be invited to enter into the Framework Agreement by formally accepting the terms of the Framework Agreement (a copy of the Framework Agreement is published as part of the Tender Documents) in the following manner:
- The successful Tenderer shall electronically accept this Framework Agreement through www.SupplyGov.ie (hereinafter referred to as "SupplyGov") by way of its personal SupplyGov account (the formal acceptance of the terms of the Framework Agreement through SupplyGov shall operate as if the Framework Agreement had been signed and/or sealed (and witnessed appropriately) by the parties and shall be construed accordingly for all legal purposes).
- 3.8.2 On receipt by the LGOPC of a valid acceptance of the terms of the Framework Agreement by the Tenderer in the manner set out herein, the Tenderer will be appointed to the Framework Agreement. Should a successful Tenderer fail to enter into the Framework Agreement in the required form and manner specified by the LGOPC, that Tenderer shall not be appointed to the Framework Agreement.
- 3.8.3 No amendments to the terms of the Framework Agreement proposed by the Tenderer will be accepted.

3.9 IMPORTANT NOTE

- 3.9.1 It shall be the responsibility of the Tenderer (in the event of it being admitted to the Framework) 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 which might arise following the withdrawal of the United Kingdom from membership of the European Union ("EU").

3.9.2 The Ceiling Rate shall apply to sRFTs until 31st December 2020 and shall not be adjusted as a result of any legislative enactment, rule, order or regulation, including the imposition of new duties or tariffs for the importation of any commodity or the alteration of existing duties or tariffs or the restriction of licences for importation of any commodity which may arise as a result of the withdrawal of the United Kingdom from membership of the EU.