

# **APPENDIX A**

## **FRAMEWORK AGREEMENT** **GENERAL TERMS AND CONDITIONS**

FOR

**MULTI-PARTY FRAMEWORK AGREEMENT FOR  
ROAD SIGNS & ANCILLARIES (SUPPLY ONLY)**

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# 1.0 GENERAL TERMS

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## 1.1 GENERAL

- 1.1.1 These Framework Agreement General Terms and Conditions form part of the Tender Documents and are incorporated into this Framework Agreement entered into by the Economic Operator.
- 1.1.2 The LGOPC is not bound by any anomalies, errors or omissions in the Tender Documents. The Economic Operator should immediately notify the LGOPC if it becomes aware of any ambiguities, anomalies, errors or omissions in the Tender Documents and the LGOPC shall, upon receipt of such notification, notify all economic operators of its ruling in respect of same. Such ruling shall be issued in writing and may, at the LGOPC'S discretion, form part of this Framework Agreement.

## 1.2 INTERPRETATION

- 1.2.1 If any term or provision in this Framework Agreement is held to be illegal or unenforceable, in whole or in part, such term or provision shall be deemed not to form part of this Framework Agreement and the enforceability of the remainder of this Framework Agreement shall not be affected.
- 1.2.2 Words importing the singular shall, where the context so requires, include the plural and vice versa.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include where the context so requires corporations and firms and all such words shall, where appropriate, be construed interchangeably in that manner.
- 1.2.4 The headings and captions in this Framework Agreement are inserted for convenience of reference only and shall not be considered as part of or affect the construction or interpretation of this Framework Agreement.
- 1.2.5 Reference to a Statute or Act or a provision of a statute or Act shall include any statute or Act or provision of a Statute or Act amending, consolidating or replacing it for the time being in force.
- 1.2.6 Words denoting an obligation on a party to do any act, matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction includes an obligation not to permit or allow infringement of the restriction.
- 1.2.7 **Certain Rules of Construction Disapplied:**
- i) The terms of the Framework shall be construed without regard to the rule of construction known as "ejusdem generis".
  - ii) If any ambiguity or question of intent or interpretation arises, this Framework Agreement shall be construed as if drafted jointly by the Economic Operator and the LGOPC and no presumption or burden of proof shall arise favouring or disfavouring either party by virtue of the authorship of any of the provisions of this Framework Agreement.

## 1.3 LEGAL STATUS OF THE ECONOMIC OPERATOR – ASSIGNMENT AND/OR NOVATION

- 1.3.1 This Framework Agreement may be assigned and/or novated by the Economic Operator and the LGOPC, subject to the granting of formal written consent to such assignment and/or novation by the LGOPC, to the legal successor of the Economic Operator where:
- (i) the specific change was provided for in the procurement process for the award of this Framework Agreement; or
  - (ii) the change is as a result of corporate restructuring in a manner permitted under Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) (hereinafter referred to as "the Regulations").
- 1.3.2 The LGOPC may, prior to granting consent to such assignment and/or novation, require compliance by the succeeding economic operator with such conditions the LGOPC deems necessary including, but not limited to, requiring evidence that: (a) the succeeding economic operator fulfils the qualifying criteria initially established; (b) the succeeding economic operator possesses the capability (technical or otherwise), resources and skills in respect of satisfying the requirements of this Framework Agreement and; (c) a formal change in legal status or corporate restructuring as permitted under sub-paragraphs 1.3. 1 (i) and (ii) herein has been lawfully undertaken.
- 1.3.3 The terms and conditions of this Framework Agreement and the obligations imposed on the parties herein shall govern any succeeding economic operator and the LGOPC may, at its discretion, direct the

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succeeding economic operator to execute a formal Deed of Assignment/Novation for the purposes of same.

1.3.4 The LGOPC reserves the right to assign, novate or transfer this Framework Agreement to a third party without the consent of the Economic Operator.

1.3.5 Without prejudice to such additional circumstances where assignment and/or novation are permissible under sub-paragraphs 1.3. 1 (i) and (ii) herein, assignment and/or novation to the legal successor of the Economic Operator (subject to the granting of formal written consent to such assignment and/or novation by the LGOPC) is permissible in the following circumstances:

- Change of the Economic Operator's legal status from sole trader to corporation where general ownership and personnel remain the same.
- Change of the Economic Operator's legal status from corporation to sole trader where general ownership and personnel remain the same.
- Change of the Economic Operator's legal status from sole trader to partnership where general ownership and personnel remain the same.
- Change of the Economic Operator's legal status from partnership to sole trader where general ownership and personnel remain the same.
- Change of the Economic Operator's legal status from corporation to partnership where general ownership and personnel remain the same.
- Change of the Economic Operator's legal status from partnership to corporation where general ownership and personnel remain the same.
- Change of the Economic Operator's business name.
- Change of the Economic Operator from sole trader to other related sole trader (for example, business transfer from father to son).

#### **1.4 TERMINATION OF THE FRAMEWORK AGREEMENT**

1.4.1 The LGOPC may, by written notice, terminate this Framework Agreement (without recompense to the Economic Operator) thus ending the participation of the Economic Operator in the Framework, in the following circumstances:

- if the Economic Operator breaches the terms of this Framework Agreement; or
- if the provisions of Regulation 73 of the Regulations apply; or
- if the Economic Operator fails to provide the requisite evidence of compliance with the declarations submitted in its ESPD within seven calendar days of a request from the LGOPC and/or a Contracting Authority; or
- if any statement made by the Economic Operator in connection with the procedure by which this Framework Agreement was entered into was: (a) untrue when made or subsequently ceases to be true; or (b) was materially incorrect, inaccurate or misleading (whether intentionally so or not).

1.4.2 Termination of this Framework Agreement does not affect then existing sRFT Contracts.

1.4.3 The LGOPC, acting in its sole discretion, may, by giving written notice, collapse and therefore end the Framework Agreement with all economic operators appointed thereto at any time during its term.

#### **1.5 SUBCONTRACTING**

1.5.1 If applicable, the Economic Operator may be required at sRFT stage to provide to the Contracting Authority evidence of the qualifications and experience of the personnel it proposes for completion of the sRFT Contract.

1.5.2 When responding to an sRFT, where subcontractor(s) are proposed for completion of parts of the sRFT Contract, the Economic Operator shall indicate to the Contracting Authority the name, contact details and legal representatives of the Subcontractor(s)/Specialist(s).

#### **1.6 TAX COMPLIANCE**

1.6.1 All payments under an sRFT Contract are conditional upon the Economic Operator being tax compliant.

- 1.6.2 The Economic Operator must comply with the following:
- (a) at a minimum, the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures Public Sector Contracts (as may be amended, updated or re-published by the relevant body from time to time and as then apply at the time of the sRFT Contract) and;
  - (b) such other requirements and directions that an individual Contracting Authority may impose in order to satisfy itself that the Economic Operator is tax compliant.

## **1.7 EMPLOYEES**

- 1.7.1 The Economic Operator must comply with all legal requirements in relation to PAYE and PRSI and must ensure that the rates of pay and conditions of employment, including pension contributions: (a) comply with all applicable laws; and (b) are at least as favourable as those for the relevant category of worker in any sectoral employment orders, employment regulation orders or registered employment agreements.

## **1.8 STATUTORY OBLIGATIONS AND APPLICABLE LAW**

- 1.8.1 European Union and Irish national law apply in respect of matters arising in the performance of an sRFT Contract including, but not limited to, employment, working hours, official secrets, data protection and health and safety.
- 1.8.2 This Framework Agreement and sRFT Contracts will be subject to the exclusive authority of the Irish Courts.

## **1.9 FREEDOM OF INFORMATION ACTS**

- 1.9.1 The LGOPC and the Contracting Authorities are subject to the Freedom of Information Act 2014 and the Economic Operator acknowledges that information provided in response to an sRFT may be considered confidential or commercially sensitive. The Economic Operator should consider if any information supplied by them in response to an sRFT should not be disclosed because it is commercially sensitive or confidential and if this is the case, the Economic Operator should, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The LGOPC and the Contracting Authorities shall have regard to such statement but shall not be bound by it. If the Contracting Authority and/or the LGOPC, in their discretion, are satisfied that the information should be properly regarded as being confidential or commercially sensitive, the information shall be kept confidential subject to the LGOPC's and/or the Contracting Authority's obligations under public procurement and freedom of information laws.

## **1.10 CANVASSING**

- 1.10.1 Canvassing or any effort by the Economic Operator to influence the personnel and/or agents of the LGOPC and/or the Contracting Authorities in relation to the Framework Agreement or an sRFT may result in the disqualification of the Economic Operator by the LGOPC and/or the Contracting Authority from the Framework and/or the sRFT.
- 1.10.2 Where the Economic Operator has an existing relationship with personnel and/or agents of the LGOPC and/or the Contracting Authorities, it is advised that any discussions, correspondence or other communications with regards to the Framework Agreement and/or its sRFTs may be treated as canvassing.
- 1.10.3 In accordance with the Ethics in Public Office Act 1995 (as amended), any money, gifts or other consideration furnished by an economic operator seeking to obtain an sRFT Contract or otherwise influence the Framework Agreement will be deemed to have been paid or given corruptly unless the contrary is proved.

## **1.11 CONFLICTS OF INTEREST AND REGISTRABLE INTEREST**

- 1.11.1 Any actual or potential conflict of interest involving the Economic Operator and a Contracting Authority and/or the LGOPC must be disclosed by the Economic Operator as soon as it becomes apparent.
- 1.11.2 The LGOPC and/or the Contracting Authorities may investigate potential conflicts of interest with the Economic Operator where it deems it necessary for the proper and transparent administration of the Framework Agreement.

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- 1.11.3 Where the LGOPC and/or the Contracting Authority determines a material conflict of interest arises it may, at its sole discretion, permit the situation to continue subject to the Economic Operator's satisfactory compliance with safeguards specified by the LGOPC and/or the Contracting Authority.
- 1.11.4 Where the LGOPC and/or the Contracting Authority determines a material conflict of interest arises and same can only be remedied by the exclusion of the Economic Operator from an sRFT and/or an sRFT Contract, the LGOPC and/or the Contracting Authority shall exclude the Economic Operator.
- 1.11.5 Any registrable interest (having the meaning prescribed by the Ethics in Public Office Act 1995) involving the Economic Operator and the LGOPC and/or a Contracting Authority, must be fully disclosed to the LGOPC and/or the Contracting Authority immediately upon such information becoming known to the Economic Operator.

## **1.12 CONFIDENTIALITY**

- 1.12.1 All documents and information provided to the Economic Operator during the Framework Agreement and its application process shall be treated as strictly confidential by the Economic Operator.

## **1.13 DATA PROTECTION**

- 1.13.1 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 E-Privacy Directive 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 and as then apply at the time of the sRFT Contract).
- 1.13.2 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 SRFTs.
- 1.13.3 The Economic Operator, as Data Controller in respect of any Personal Data provided by it in its application to the Framework Agreement and in response to an SRFT, 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 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 operator of [www.supplygov.ie](http://www.supplygov.ie) for the purpose of the participation of the Economic Operator in this Framework Agreement 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 this Framework Agreement.
- 1.13.4 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.
- 1.13.5 The Contracting Authorities, as an independent 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 Agreement. 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.
- 1.13.6 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.
- 1.13.7 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.

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- 1.13.8 Neither the Economic Operator nor the LGOPC 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.
- 1.13.9 The Economic Operator and the LGOPC 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.
- 1.13.10 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).
- 1.13.11 The Economic Operator shall notify the LGOPC immediately if the Economic Operator becomes aware of, or suspects: (i) any breach of this section; or (ii) a Personal Data breach which is likely to affect or invoke the LGOPC's 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.
- 1.13.12 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, or its obligations under the Data Protection Laws, or any use by the Economic Operator of the Personal Data. This Clause is intended to apply to the allocation of liability for losses relating to the Data Protection Laws as between the LGOPC and/or the Contracting Authorities and the Economic Operator, including with respect to compensation to Data Subjects, notwithstanding any provisions under the Data Protection Laws to the contrary, except: (i) to the extent not permitted by applicable law (including the Data Protection Laws); and (ii) that it does not affect the liability of either party to any Data Subject.

#### **1.14 PUBLIC/PRODUCT LIABILITY INSURANCE**

- 1.14.1 The minimum level of public liability insurance required in respect of any one accident below which the Economic Operator will bear the cost:
- €6,500,000.00 for any one event;
  - Maximum excess: €6,500.00
- 1.14.2 The policy shall indicate that the €6,500,000 limit is for any one event. The limit of indemnity must be for the full policy limit of €6,500,000. No inner limit reduction is permissible. The maximum permissible excess shall be €6,500.00 for property only with no excess for death, injury or illness.
- 1.14.3 The policy shall include an indemnity to principal clause.
- 1.14.4 The successful Economic Operator will be required to include the Contracting Authority as joint insured and may be required to include a non-vitiation clause.
- 1.14.5 The successful Economic Operator 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 Economic Operator.
- 1.14.6 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 vehicle registration or vehicle identification number (VIN)) in the motor policy.
- 1.14.7 The policy shall provide for loading and unloading risks both on and beyond public thoroughfares.



## **1.15 EMPLOYER'S LIABILITY INSURANCE**

- 1.15.1 The minimum level of employer's liability insurance required in respect of any one accident below which the Economic Operator will bear the cost is:
- €13,000,000 for any one event;
  - Maximum excess of €6,500.00.
- 1.15.2 The insurance policy shall cover:
- death and injury and apply to all employees of the Economic Operator engaged on an sRFT Contract;
  - the Economic Operator in respect of liability assumed by him under an sRFT Contract (e.g. the description of the insured business must be unambiguous);
  - the Contracting Authority as principal and may be required to include a non-vitiating clause.

## **1.16 INSURANCE EXCLUSIONS**

- 1.16.1 Economic operators that have specific exclusions noted in its insurance policies which restrict or prohibit its ability to carry out certain sRFT Contracts shall either have:
- the exclusion removed from its insurance policy and employ a competent and appropriately insured subcontractor/specialist to carry out the excluded activity and put in place contingency cover on the Economic Operator's insurance policy; or
  - the subcontractor/specialist included with the Economic Operator as a full joint insured on the subcontractor's/specialist's insurance policy and have the Contracting Authority jointly insured on the policy.

## **1.17 CONSTRUCTION PRODUCT REGULATIONS 2011/305**

- 1.17.1 Where applicable, the Contracting Authorities may seek evidence of the Economic Operator's compliance with the Construction Product Regulations at any time prior to, or during, an sRFT Contract. When requested to do so, the Economic Operator shall confirm:
- that construction products associated with harmonised standards will be CE marked and have a Declaration of Performance;
  - that by submitting a Declaration of Performance (even if prepared by a third party) it 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 required to determine whether the construction product 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 the registered address of the manufacturer without any ambiguity;
  - that certification of an organisation's Factory Production Control System by a notified body will be available if so required.

## **1.18 CHILD PROTECTION & VETTING**

- 1.18.1 If applicable, the Economic Operator and its personnel shall comply with: (a) a Contracting Authority's child protection policy; and (b) any An Garda Síochána clearance procedures prior to being allowed on certain sites including, but not limited to, local authority, An Garda Síochána, Health Service Executive, Department of Defense and/or Department of Education sites.

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## 2.0 SPECIFICATION

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

2.1.1 The Economic Operator shall comply with all relevant legislation, regulations, guidelines and codes of practice that apply during the period of this Framework Agreement and shall ensure that, at a minimum, in its performance of an sRFT Contract and the materials supplied pursuant to same, comply with good industry practice, law and all necessary consents including, but not limited to the following (as may be amended, updated or re-published by the relevant body from time to time and as then apply at the time of the sRFT Contract):

- The current edition of the "*Traffic Signs Manual*" as published in November 2010 by the Department of Transport;
- *TS4 - "Guidelines, Certification Scheme and Specification for the Construction of Traffic Signs"* as published in February 2012 by the Department of Transport;
- Current Road Traffic Regulations;
- The current edition of the "*Guidance for the Control and Management of Traffic at Road Works*", 2<sup>nd</sup> Edition, as published in July 2013 by the Department of Transport;
- TII Specification for Roadworks Series 1200 (Traffic Signs & Road Markings - CC-SPW-01200);
- All relevant guidelines and standards as issued by the Department of Transport, Tourism and Sport; Transport Infrastructure Ireland or similar public service body.
- The Safety, Health and Welfare at Work Act 2005;
- The Safety, Health and Welfare at Work (General Applications) Regulations 2007 to 2016;
- The Safety, Health and Welfare of Work (Construction) Regulations, 2013;
- EN standards where applicable e.g. for fixed, vertical road traffic signs;
- Local bye-laws and regulations;
- Regulations and requirements of the Contracting Authorities.

The above is a non-exhaustive list and all relevant legislation, regulations and guidelines, including all subsequent amendments and revisions, are deemed to be included.

2.1.2 The Economic Operator shall be responsible for the quality of the materials and their compliance with the technical requirements set out in an sRFT. Compliance may be verified by use of material conformance testing (remote and in-situ) and reference to the quality management systems within the production plant.

2.1.3 The Economic Operator shall identify any hazards that a design may present during construction and its 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 Contracting Authority.

### 2.2 SPECIFICATION FOR LOT-1 PERMANENT PRESCRIBED ROAD SIGNS & ANCILLARIES

2.2.1 The Economic Operator should note the following:

(i) Signs / Posts / Brackets

- a) In general, 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*) (as may be amended, updated or re-published by the relevant body from time to time and as then apply at the time of the sRFT Contract).
- 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) Unless specified otherwise at sRFT stage - the **Lot-1** signs are to 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.

## 2.3 SPECIFICATION FOR LOT-2 TEMPORARY ROADWORKS SIGNS & ANCILLARIES

### 2.3.1 Signs / Posts / Brackets: -

- a) In general, 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*) (as may be amended, updated or re-published by the relevant body from time to time and as then apply at the time of the sRFT Contract):
- 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) Unless specified otherwise at sRFT stage (or it is clearly indicated that the signs are to be mounted in frames / stands) - the **Lot-2** signs are to 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.
- e) In cases where the signs are to be mounted in frames/stands – the **Lot-2** signs are to include for the frames/stands being adequately sized to allow for a minimum clearance of 350mm from ground to bottom of plate (unless specified otherwise at sRFT stage).

### 2.3.2 Cones, barriers, delineators, bollards etc.

- a) In general, cones, barriers and other ancillaries must, where relevant, conform in all respects with the Traffic Signs Manual; Road Traffic Regulations and the Guidance for the Control and Management of Traffic at Road Works 2nd Edition (as may be amended, updated or re-published by the relevant body from time to time and as then apply at the time of the sRFT Contract):

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- b) Unless specified otherwise at sRFT stage, **Lot-2** flexible bollards must include for the following:
- a height of 900mm
  - either a bolted base or epoxy resin base and
  - the provision of all materials necessary for mounting.

## **2.4 GREEN PROCUREMENT**

- 2.4.1 A component of Green Procurement to minimise the environmental impact of an sRFT Contract may be specified by a Contracting Authority.
- 2.4.2 A Green Procurement component may comprise of one or more of the following elements (as they apply to the Goods):
- Design and construction to achieve energy efficient performance and low associated CO<sup>2</sup> emissions;
  - Installation of efficient 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 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 arising by facilities managers and occupiers.

## **2.5 HEALTH & SAFETY - GENERAL**

- 2.5.1 All Economic Operator's personnel entering Contracting Authority sites must have a SOLAS Safe Pass Card (or approved equivalent) available upon request.
- 2.5.2 All Economic Operator's personnel entering construction sites must comply with any directions given by the Project Supervisor for the Construction Stage (PSCS) and/or the Project Supervisor for the Design Process (PSDP) and/or any authorized representative of the Client.
- 2.5.3 Where applicable, all Economic Operator's personnel operating vehicles/plant must have a current full driver's license pertaining to the item(s) of vehicle/plant they are operating available upon request.
- 2.5.4 Where applicable, plant operators under Schedule 5 of Safety, Health and Welfare at Work (Construction) Regulations 2013 must have a valid Construction Skills Certification Scheme (CSCS) Card for the item of plant being operated available upon request.

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## 3.0 SUPPLEMENTARY REQUEST FOR TENDER (SRFT/S)

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### 3.1 GENERAL

- 3.1.1 A Contracting Authority will issue sRFTs electronically via [www.supplygov.ie](http://www.supplygov.ie) to all economic operators appointed to the Framework Agreement that have expressed an interest in receiving sRFTs for regions specific to that Contracting Authority.
- 3.1.2 The Economic Operator may only submit: (a) a response to an sRFT electronically via [www.supplygov.ie](http://www.supplygov.ie) (responses in any other form will not be accepted); and (b) one response to an sRFT.
- 3.1.3 A standard sRFT template may be issued by the Contracting Authority with an sRFT.
- 3.1.4 The sRFT will include: (a) specific details in relation to the Contracting Authority's requirements in respect of the supply of Goods; and (b) the requirements of the Contracting Authority in relation to the sRFT (the Economic Operator must comply with any such requirements issued by the Contracting Authority). For example, a Contracting Authority may require an Economic Operator to provide evidence in support of the declarations made by an Economic Operator in an ESPD; and where the Economic Operator is relying on the capacities of other entities, evidence of those capacities and/or a commitment of joint and several liability to the Contracting Authority for the performance and fulfilment of the SRFT Contract (in such form as may be required by the Contracting Authority).
- 3.1.5 The acknowledgement by a Contracting Authority of receipt of a response to an sRFT from the Economic Operator shall not, in and of itself, give rise to any enforceable rights to an sRFT Contract on behalf of the Economic Operator.
- 3.1.6 All economic operators submitting a response to an sRFT will be informed of the outcome at the earliest reasonable opportunity following conclusion of the evaluation process.
- 3.1.7 Any costs incurred by the Economic Operator arising from responding to an sRFT (or in the execution of an sRFT Contract) or howsoever else arising from its general participation in this Framework Agreement, shall be the Economic Operator's sole liability.
- 3.1.8 The Ceiling Rate<sup>1</sup> submitted by the Economic Operator in applying to the Framework Agreement shall apply to sRFTs until the 31st December 2020.

### 3.2 SUPPLEMENTARY REQUEST FOR TENDER CONTRACT (SRFT CONTRACT/S)

- 3.2.1 If, following an sRFT, the Economic Operator is selected to supply the Goods, the Contracting Authority and the Economic Operator will enter into an sRFT Contract.
- 3.2.2 The sRFT Contract shall comprise of:
- A Purchase Order issued by the Contracting Authority to the Economic Operator in the form and manner utilised by that Contracting Authority from time to time; and
  - The Purchase Order Terms and Conditions as specified in Schedule 1 of Appendix A to these Framework Agreement General Terms and Conditions.
- 3.2.3 The Purchase Order Terms and Conditions (hereinafter referred to as the "Purchase Order Terms and Conditions") shall apply to an sRFT Contract notwithstanding that same may not necessarily be affixed to, or expressly referred to in, the Purchase Order issued by the Contracting Authority to the Economic Operator.
- 3.2.4 Notwithstanding that the sRFT Contract may not contain or require formal signing and/or countersigning by the Contracting Authority and the Economic Operator, the SRFT Contract shall operate as if same had been signed and/or sealed (and witnessed appropriately) by the parties and shall be construed accordingly for all legal purposes.
- 3.2.5 For the avoidance of doubt, sRFT Contracts shall come into existence between a Contracting Authority and an Economic Operator only. The LGOPC shall not be a party to, nor shall it have any obligations or duties under, any sRFT Contract. Nothing in the Tender Documents or herein shall bind the LGOPC to an sRFT Contract.

### 3.3 SRFT CONTRACT EVALUATION CRITERIA

- 3.3.1 Economic operators submitting a response to an sRFT must complete an online declaration (on [www.supplygov.ie](http://www.supplygov.ie)) confirming that it complies with the specific requirements of same. Examples of specific requirements include (the following is not an exhaustive list but is provided for illustrative purposes only):

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<sup>1</sup> The Ceiling Rate means the Ceiling Rate as defined and described at Section 2.4 of the Instructions Document

- a list of the Goods to be supplied (or as indicated on a Bill of Quantities attached to the sRFT);
- specific delivery date(s) to be complied with;
- specific requirements of the Goods that are not sufficiently detailed elsewhere;
- specific materials or products to be used (for example, stainless-steel posts may be required in environmental improvement schemes where street furniture with a high-quality finish is specified);
- safety statements;
- additional insurance requirements.

3.3.2 Economic Operators that satisfy the specific requirements of the sRFT will proceed for further assessment in accordance with the award criteria set out herein.

**3.4 SRFT - CONTRACT AWARD CRITERIA**

3.4.1 The economic operator that achieves the highest-ranking score by reference to the criteria below will be deemed the Winning Tenderer<sup>2</sup> and awarded the sRFT Contract (the remaining economic operators will be ranked in descending order).

sRFT Award Criteria		Weighting	Maximum Marks Available
<b>Most Economically Advantageous Tender: Price (1,000 Marks) (100%)</b>			
Prices will be assessed based on the sum of the prices (ex. VAT) submitted for the specific Goods as follows:			
<b>1a</b>	The supply only of [XX] of the Goods expressed as <u>total cost</u> for the required quantities of all products specified	<b>100%</b>	<b>1,000</b>
<b>1b</b>	If applicable, the delivery to location(s) specified by the Contracting Authority in the sRFT, expressed as the <u>tendered cost</u> for delivery of the specified quantities to these locations which may be specified in the sRFT.		
<b>1c</b>	If applicable, any additional requirements specified by the Contracting Authority in the sRFT.		
<b>Total</b>		<b>100%</b>	<b>1,000</b>

3.4.2 Total Cost component(s) and relative weightings may be specified by the Contracting Authority in the sRFT.

3.4.3 Total Cost may comprise of one or more of the following:

- a schedule of rates;
- delivery charges;
- minimum charges;
- elements of Green Procurement;
- quality assurance testing;
- such other elements specified by the Contracting Authority in the sRFT.

3.4.4 The lowest Total Cost tendered (1a + 1b + 1c above) will be awarded 100% of the 1,000 marks available for price.

3.4.5 The remaining economic operators 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.

$$\text{Marks Awarded} = \frac{\text{Lowest Total Cost}}{\text{Total Cost being evaluated}} \times \text{Available Marks for Total Cost (1,000)}$$

<sup>2</sup> Winning Tenderer means the economic operator who obtained the highest-ranking score in an sRFT.

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### **3.5 BREAKING A TIE IN AN SRFT**

- 3.5.1 Where, following an sRFT evaluation, two or more economic operators are level on marks the Contracting Authority may either:
- award the sRFT Contract by random selection between the tied economic operators concluded in an open and transparent manner, or
  - re-issue the sRFT to all economic operators.

### **3.6 REPLACEMENT OF WINNING TENDERER**

- 3.6.1 Where, following an sRFT evaluation but prior to the award of an sRFT Contract, the Winning Tenderer is:
- deemed by the Contracting Authority to be unable or unsuitable to supply the Goods due to a change in circumstances; or
  - by its own admission, unable or unwilling to supply the Goods
- then the Contracting Authority may award the sRFT Contract to the tenderer ranked next highest in the sRFT and may repeat this process until the sRFT Contract is awarded.

### **3.7 INFORMATION/DOCUMENTATION TO BE PROVIDED PRIOR TO AWARD OF SRFT CONTRACT**

- 3.7.1 In addition to the information and/or documentation to be provided when submitting a response to an sRFT, the Winning Tenderer must provide to the Contracting Authority (if not previously provided), prior to the formal award of the sRFT Contract, the information and/or documentation listed below (where applicable and requested by the Contracting Authority):
- Evidence of insurance in accordance with the minimum standards referenced in the Tender Documents and/or as outlined in the sRFT;
  - SOLAS Safe Pass Cards and Construction Skills Certification Scheme ("CSCS") Cards (or approved equivalent) for relevant personnel;
  - Confirmation, by way of ESPD, that any subcontractor and/or third parties utilised for the sRFT Contract comply with Regulation 57 of the Regulations;
  - Tax Clearance Access Number ("TCAN") and PPSN/Tax Reference Number (TRN") (by supplying these details the Economic Operator authorises the Contracting Authority to verify its tax status online) (subcontractors engaged by the Winning Tenderer shall be required to produce an up to date (not older than 30 days) Notification of Determination);
  - Waste Management Plan for the management of all waste arising;
  - Safety Statement (which may be assessed by the Contracting Authority for compliance with the Safety, Health & Welfare at Work Act 2005 and its enforcing regulations).
- The Safety Statement must be signed, dated and include either:
- (a) the Company Registrations Office ([www.cro.ie](http://www.cro.ie)) company name i.e. where the Winning Tenderer is registered with the Companies Registration Office ([www.cro.ie](http://www.cro.ie)); or
  - (b) the Winning Tenderer's name as registered with its VAT Registration Number i.e. where the Winning Tenderer is not registered with the Companies Registration Office ([www.cro.ie](http://www.cro.ie)).
- Evidence of compliance with applicable employment laws;
  - Evidence of compliance with relevant product certification;
  - Evidence of compliance (including by its sub-contractors and/or agents) with any additional qualifications and/or training that are either statutorily necessary or deemed necessary by the Contracting Authority for the purposes of the sRFT Contract.
  - Any other relevant information and/or documentation as may be specified in the sRFT and/or:
    - (a) as may be necessary for the Contracting Authority to comply with its obligations under Regulation 59 (9) of the Regulations;
    - (b) as may be requested by the Contracting Authority consistent with this Framework Agreement.
- 3.7.2 The Contracting Authority is not obliged to accept from the Economic Operator any information and/or documentation outlined above that it reasonably considers to be insufficient or otherwise unsatisfactory.

**3.8 PERFORMANCE MEASUREMENT**

- 3.8.1 The Contracting Authorities may review the Economic Operator’s performance under this Framework Agreement according to the Performance Measurement Table below (hereinafter referred to as “the Table”).
- 3.8.2 If the Contracting Authority carries out such a review, it shall provide the Economic Operator with a written report summarising the Contracting Authority’s assessment of the Economic Operator’s performance against the Table.
- 3.8.3 The Contracting Authority, in undertaking its review, may complete the sRFT Performance Measurement Record Form below (hereinafter referred to as the “sRFT Performance Measurement Record Form”).
- 3.8.4 The Economic Operator is said to have reached Level 1, Level 2 or Level 3 if, during the review for one of the indicators listed in the Table, the number of occurrences of that indicator equals or exceeds the number listed in the column headed “Level 1”, “Level 2”, or “Level 3”.
- 3.8.5 If the Economic Operator has reached Level 1, the Contracting Authority will give the Economic Operator written notification and the Economic Operator must demonstrate to the Contracting Authority’s satisfaction that it has implemented steps to redress the problem.
- 3.8.6 If the Economic Operator has reached Level 2, the Contracting Authority may exclude the Economic Operator from any sRFT in which it is due to participate until the Economic Operator has demonstrated to the Contracting Authority’s satisfaction that it has implemented steps to redress the problem.
- 3.8.7 If the Economic Operator has reached Level 3, the Contracting Authority may notify the LGOPC and the LGOPC (exercising its sole power to do so) may terminate this Framework Agreement with the Economic Operator.
- 3.8.8 The Economic Operator shall implement such recommendations the Contracting Authority deems reasonably necessary to ensure that sRFT Contracts continue to be satisfactorily completed and the Economic Operator meets its obligations in accordance with this Framework Agreement.

**Performance Measurement Table**

CONTRACTING AUTHORITIES OBJECTIVE	INDICATOR	MEASUREMENT TERM	LEVEL 1	LEVEL 2	LEVEL 3
<b>1. Quality of Work</b>			<b>Number of occurrences</b>		
<b>QUALITY OF WORK / MATERIAL SUPPLIED</b>	Economic Operator’s failure to provide the specified materials <u>and/or</u> the required Certification / CE marking.	Contract/Term	1	2	3
<b>2. Delivery Requirements</b>			<b>Number of occurrences</b>		
<b>DELIVERY REQUIREMENTS OF THE sRFT</b>	Failure of the Economic Operator to comply with the delivery requirements of the sRFT e.g. by the date(s) specified.	Contract/Term	2	3	5
<b>3. Contract Performance</b>			<b>Number of occurrences</b>		
<b>COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT</b>	Failure to comply with the Terms and Conditions of the Contract.	Contract/Term	2	3	5
<b>4. Health and Safety</b>			<b>Number of occurrences</b>		
<b>MANAGEMENT OF HEALTH AND SAFETY</b>	Failure to comply with the requirements of Health & Safety legislation.	Contract/Term	N/A	1	2



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**3.9 IMPORTANT NOTE**

- 3.9.1 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 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 31<sup>st</sup> 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 licenses for importation of any commodity which may arise as a result of the withdrawal of the United Kingdom from membership of the EU.

**sRFT PERFORMANCE MEASUREMENT RECORD FORM**

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

**sRFT PERFORMANCE MEASUREMENT RECORD FORM**

**DETAILS OF SUPPLEMENTARY REQUEST FOR TENDER ("sRFT") CONTRACT**

CONTRACTING AUTHORITY:

sRFT REFERENCE NO.:

TERM PERIOD UNDER REVIEW:

NAME OF ECONOMIC OPERATOR:

SUPPLYGOV I.D. OF ECONOMIC OPERATOR:

ECONOMIC OPERATOR CONTACT NAME

**DETAILS OF CONTRACT AWARDED: (INCLUDING PRODUCT TYPES AND QUANTITIES PURCHASED)**

TOTAL OUT-TURN COST:

€

(INCLUDING VAT)

COMMENTS:

**EVALUATION COMPLETED BY -**

(BUYER) NAME:

(BUYER) CONTACT NO:

(BUYER) EMAIL ADDRESS:

DATE OF REVIEW:

SIGNATURE (BUYER):

## SRFT PERFORMANCE MEASUREMENT RECORD

PLEASE ANSWER YES OR NO FOR EACH APPLICABLE CRITERION. COMMENTS MAY BE ADDED IF APPROPRIATE.

EVALUATION CRITERIA	Yes / No
<b>1 QUALITY OF WORK / MATERIAL SUPPLIED</b>	
Did the Economic Operator (EO) supply the specified materials <u>and/or</u> the required Certification / CE marking? <i>(e.g. Where appropriate, did the Economic Operator provide the required Certification/guarantee? Were any difficulties encountered in relation to verifying product quality? Was the contract completed in a good workmanlike manner? Did the Contracting Authority have to issue any requests for corrective action(s)? Did the Economic Operator's project team demonstrate a desire to complete the contract work to a high quality?)</i>	
<b>Comments:</b>	
<b>2 DELIVERY REQUIREMENTS OF THE SRFT</b>	
Did the Economic Operator (EO) comply with the delivery requirements of the sRFT? <i>(e.g. Did the EO supply the products within the specified timeframe? Was there a significant Lead Time involved at any stage? Were any difficulties or delays encountered? Were the difficulties or delays within the control of the EO? Did the difficulties or delays have any knock-on effect on other/planned works?)</i>	
<b>Comments:</b>	
<b>3 CONTRACT PERFORMANCE (COMPLIANCE WITH TERMS AND CONDITIONS OF THE CONTRACT)</b>	
Did the Economic Operator (EO) comply with the Terms and Conditions of the Contract? <i>(e.g. Could the Contracting Authority communicate easily (in a professional and timely manner) with the Economic Operator? Were all issues arising addressed in a professional and timely manner by the EO? Did the Economic Operator provide the requested assistance when asked? Was the Economic Operator's Technical and/or After Sales support easily accessible and available when required? ) arising addressed in a professional and timely manner by the Economic Operator?</i>	
<b>Comments:</b>	
<b>4 MANAGEMENT OF HEALTH AND SAFETY</b>	
Did the Economic Operator (EO) comply with the requirements of Health & Safety Legislation? <i>(e.g. If applicable - Did the EO comply with Safety, Health &amp; Welfare legislation (e.g. Construction Regulations 2013)? If applicable - Did the EO's personnel demonstrate awareness of Health &amp; Safety risks associated with the contract? If applicable - Did the EO's site activities contribute to any Health &amp; Safety risks / difficulties / non-compliance issues?)</i>	
<b>Comments:</b>	