

Request for Tenders

Dated: 28/09/2021

for

Pipes

Tender procedure: Negotiated procedure

Tender deadline: (12/10/2021 @ 16.00)



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Part 1

Introduction

1.1 Bord na Móna (the “Contracting Entity”) invites tenders
 (“**Tenders**”) to this request.

**1.2** In summary, the Services comprise: Supply of pipes

**1.3** This procurement competition (the “**Competition**”) will be conducted in accordance with the process outlined in this RFT and the resulting contract (if any) awarded on the basis of the most economically advantageous Tender (which determination will be at the sole discretion of the Company). The criteria used to form the basis of this assessment are outlined later in this RFT.

Part 2

Instructions to Tenderers

**2.1 Important Notices**

**2.1.1** While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Entity does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

**2.1.2**

* The Contracting Entity does not bind itself to accept the lowest priced or any Tender.
* This RFT does not constitute an offer or commitment to enter into a Contract.
* No contractual rights in relation to the Contracting Entity will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Entity.
* Any notification of Preferred Tenderer status by the Contracting Entity shall not give rise to any enforceable rights by the Tenderer.
* The Contracting Entity may cancel this Competition (or for the avoidance of doubt, any individual Lot)at any time prior to a formal written Contract being executed by or on behalf of the Contracting Entity.
* The award of a Contract does not confer exclusivity on the successful Tenderer.

**2.1.3** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Entity and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

**2.2 Compliant Tenders**

**2.2.1** If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Entity reserves the right to reject the Tenderer’s Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

* seek documents that may have been omitted (in error) or have been provided in an incorrect form.
* seeking written clarification from the Tenderer.
* seeking further information from the Tenderer; or waiving a requirement, which in the Contracting Entity’s view, is non-material or procedural.

Tenderers are required:

a) To submit all documentation which this RFT requires to be submitted with their Tender including all documentation required under Appendix 1;

 b) Complete and return Appendix 2 Pricing Schedule.

 c) To conform to and comply with all instructions and requirements set out in this RFT;

 d) To submit the statement required under paragraph 2.4 below; and Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

**2.3 Services Contract**

**NA**

**2.4 Acceptance of RFT Requirements**

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as set out in Appendix 3, printed on the Tenderer’s letterhead. The Company must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Company cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer’s Statement.

**2.5 Consortia and Prime / Subcontractors**

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) have successfully passed the PQQ stage and are invited to submit a Tender in response to this RFT, the Company will continue to deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings.

As part of their response to this RFT the Tenderer must confirm details of all members of the group of undertakings, their role in the Tender, contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged, or responded to.

For the avoidance of doubt should the details of the consortia prior to contract award, including the composition of the consortia, vary in a material way then the Company may in its absolute discretion eliminate the consortia from the Competition.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the “**Prime Contractor**”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “**Subcontractor**”).

**2.6 Tender Submission Requirements**

**2.6.1** Tenders must be submitted via the electronic post-box available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Only Tenders submitted to the electronic post-box will be accepted.  Tenders submitted by any other means (including but not limited to by email, fax, post, or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2).  Tenderers should take into account the fact that upload speeds vary.  There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box.

In the event that a Tenderer experiences genuine technical difficulty with the e-Tenders website then the Company reserves the right to accept applications submitted by other means agreed by the Company, such as by email or courier.

In order to submit a document to the electronic post-box, please note that you must click “Submit Response”.  After submitting you can still modify and re-send your response up until response deadline.  Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline

**2.6.2** Tenders must be received no later than the timetable set out in paragraph 2.8 on (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

**2.6.3** Tenders must be submitted in English.

**2.6.4** Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity or one Tender as part of a consortium/group of undertakings under this RFT.

**2.6.5** All documents as part of your Tender submission must be submitted in soft copy and must be compiled such that they can be read immediately using PDF. The Company is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

**2.7 Queries and Clarifications**

**2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than 17.00 on 05/10/2021 unless otherwise published by the Company. For the avoidance of doubt, Tenderers may not contact the Company directly regarding any aspect of this Competition.

**2.7.2** All responses to queries will be issued by the Company via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Company will not respond to individual Tenderers other than through the messaging facility.

**2.7.3** The Company reserves the right to issue or seek written clarifications.

**2.7.4** The Company reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

**2.7.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie), in order to receive all responses to queries and other updates in relation to this Competition.

**2.8 Competition Timelines and Costs**

**2.8.1**

|  |  |
| --- | --- |
| **28/09/2021** | **Issuing of Request for Tender** |
| **05/10/2021 @ 17.00pm** | **Latest Date for Queries** |
| **12/10/2021 @ 12.00** **noon** | **Tender Submission** |
| **13/10/2021** | **Completion of Clarifications and Negotiations** |
| **15/10/2021** | **Contract Award** |

**2.8.2** All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

**2.9 Confidentiality**

**2.9.1** All documentation, data, statistics, drawings, information, patterns, samples, or material disclosed or furnished by the Company to Tenderers during the course of this Competition:

 **(a)** are furnished for the sole purpose of replying to this RFT only;

**(b)** may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of the Contracting Entity;

**(c)** shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

**(d)** must be returned and/or deleted immediately to the Contracting Entity upon cancellation or completion of this Competition if so, requested by the Company.

**2.10 Pricing**

**2.10.1** All Tenderers must submit a fixed price for this requirement

**2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

**2.10.3** Any currency variations occurring over the Term of the Services Contract shall be borne by the Tenderer.

**2.10.4** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

**2.11 Environmental, Social and Labour Law**

**2.11.1** In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 11 of the Regulations.

**2.11.2** Tenderers and their Subcontractors (if any) shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Company for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

**2.11.3** Tenderers and their Subcontractors (if any) shall be required to include an undertaking to comply fully with the provisions of Council Directive 2011/36/EU of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing council framework decision 2002/629/JHA and to indemnify the Company for any claim arising or loss or costs incurred as a result of its failure to fulfil its obligations under the said Directive.

 **2.11.4** The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Company of Agency Workers (within the meaning of the 2012 Act), Tenderers and their Subcontractors (if any) should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Entity shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

**2.12 Publicity**

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Company has given its prior written consent to the relevant communication.

**2.13 Registrable Interest**

Any Registrable Interest involving any Tenderer or Subcontractor and the Company, members of the Government, members of the Oireachtas, or employees and officers of the Company and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Company immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Company will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

**2.14 Anti-Competitive Conduct**

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a procurement competition.

**2.15 Industry Terms Used in this RFT**

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

**2.16 Access to Information on the Environment**

**2.16.1** Tenderers should be aware that, under the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

**2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Company will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received.

**2.17 Tax Clearance**

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Company. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Entity has the permission of the successful Tenderer to verify its tax cleared position online.

**2.18 Conflicts of Interest**

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Company as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Company may invite Tenderers to propose means by which the conflict of interest might be removed. The Company will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

**2.19 Withdrawal from this Competition**

Tenderers are required to notify the Company immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

**2.20 Site Visit**

**2.20.1** N/A

**2.20.2** N/A

**2.21 Insurance**

**2.21.1** The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

|  |  |
| --- | --- |
| Type of Insurance | Indemnity Limit |
| Employer’s Liability | €13,000,000 |
| Public/Product Liability | €6,500,000 |
|  |  |
|  |  |

**2.21.2**  By signing the Tenderer’s Statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

**2.21.3** The successful Tenderer will, during the term of the Services Contract, be required to:

 (a) immediately advise the Company of any material change to its insured status;

 (b) produce proof of current premiums paid upon request; and

 (c) produce valid certificates of insurance upon request.

Part 3

Selection, Evaluation and Award Criteria

**3.1 Compliant Tenders**

**3.1.1** Only those Tenderers who have who submitted compliant Tenderers pursuant to part 2.2 will be evaluated in accordance with the Award Criteria at Part 3.3 below.

**3.2 Evaluation Criteria**

### **3.2.1** Confidentiality of Evaluation

Save in relationto the Company’s compliance with transparency obligations and disclosure obligations under EC (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No. 131 of 2010) (which may include the disclosure to unsuccessful Tenderers of scores obtained by the preferred Tenderer in respect of each award criterion), after the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the Award of Contract will not be disclosed to Tenderers or other persons not officially concerned with such process. Information deemed to be confidential by the Company shall not be disclosed at any time.

**3.2.2** Interference

Any effort by the Tenderer to influence the Company or any of its representatives in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the Award of Contract shall result in the rejection of that Tender.

### **3.2.3** Code of Business Conduct

The Company operates to a strict Code of Business Conduct which requires the highest standards of integrity, impartiality, and independence in all procurement activities. This Code of Business Conduct includes the prohibition of solicited gifts, and monetary gifts / gift vouchers**.**

### **3.2.4** Examination of Tenders

Tenders will be examined initially for validity, compliance, and eligibility by reference to the requirements of this RFT. The process for determination of compliance is described in clause 3.2.6 below. Only those tenders which satisfy the requirements of this RFT will be eligible for inclusion in the award process

### **3.2.5** Determination of Compliance

 After the official opening of the Tenders, the Company will determine whether each Tender is substantially responsive to the requirements of the RFT.

 For the purpose of this clause 3.2.5, a substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the RFT without material deviation. A Tender determined to be non-responsive may be rejected by the Company and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

 The Company may waive any minor non-conformity or irregularity in a Tender which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative ranking of any Tender.

### **3.2.6** Correction of Errors

Tenders determined to be substantially compliant will be checked for any material errors in computation as follows:

Where there is a discrepancy between amounts in figures and words the amount in words will govern.

The amount stated in the Form of Tender will be adjusted by the Company in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

A Tenderer not accepting the correction of errors as outlined will have his tender rejected.

### **3.2.7** Clarification of tenders

The Company reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer’s Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly.

### **3.2.8** Retention of Documents

After evaluation is completed, the Company will retain copies of all responses to satisfy its legal and audit obligations and for other purposes.

### **3.2.9** Evaluation

Each of the award criteria set out in section 3.3.1 (below) except price will be assessed in accordance with the following scoring rules.

|  |  |
| --- | --- |
| **Score** | **Meaning** |
| 5 | Full response exceeding requirement, demonstrating well evidenced and relevant examples, where appropriate. |
| 3.75 | Good response with satisfactory detail and evidence.Satisfies the requirement, with some additional benefits.Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource, and quality measures required in response to the relevant question. |
| 2.5 | Satisfactory level of response with sufficient details and evidence provided.Satisfies the requirement.Adequate demonstration by the bidder of the relevant ability, understanding, experience, skills, resource & quality measures required in response to the relevant question. |
| 1.75 | Part response with some shortcomings in evidence /information provided.Satisfies the requirement with some reservations about the bidder’s relevant ability, understanding, experience, skills, resource, and quality measures required in response to the relevant question. |
| 0 | Does not meet the requirement.Does not comply and/or insufficient information provided to demonstrate that the bidder has the ability, understanding, experience, skills, resource, and quality measures required. |

The scores above will be converted into a mark out of the total mark set out for the relevant criteria.

Price Appraisal - The Tender with the lowest price will be awarded the maximum marks for price available contained in the table in section 3.3.1 (Award Criteria).The relevant Tender being evaluate will be scored by calculating the percentage point difference between the relevant Tender price and the lowest price according to the following formula:

$$Price Score \left(\%\right)= \frac{Lowest Tender Price}{Price of Relevant Tender }×Weighting(\%$$

**3.3 Award Criteria**

**3.3.1** All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Company.

Tenderers are required to submit a Tender in accordance with the requirements set out in this RFT, to ensure the Company has the correct information to make the evaluation. Evasive, unclear, or hedged Tenders may be discounted in evaluation and may, at the Company’s discretion, be taken as a rejection by the Tenderer of the terms set out in this RFT.

The Company is not obliged to award the contract to the highest ranked tender following the completion of the evaluation process above or any tender.

Following completion of the tender evaluation, the Company at its absolute discretion reserves the right to engage in post evaluation negotiations with one or a number of preferred Tenderers following tender evaluation. The Company in its absolute discretion shall be entitled to award the contract to the Tenderer who in their sole opinion has submitted the most economically advantageous tender.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| **Price** | **90%** |
| **Ease of assembly** | **10%** |
|  | **%** |
|  | **%** |
|  | **%** |

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|  |  |
|  |  |

**3.3.2** Subject to paragraph 2.1 (Important Notices) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

1. the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Company: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
2. the evidence specified at paragraph 3.3.2 (a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 above.

**3.4 Presentation of Proposals**

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Entity will not be responsible for the cost of such presentations.

**3.5 Return of Signed Contracts**

**3.5.1** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Company no later than Five (5) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Company. A signed Services Contract returned by the successful Tenderer is not binding on the Company until the Company has signed the Services Contract in accordance with paragraph 2.1.2 above.

**3.5.2** Where the signed Services Contract has not been received by the Company within the period as specified at paragraph 3.6.1 then the Contracting Entity may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.5.1 above

Appendix 1:
Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is NOT sufficient in this regard.

Pipe Requirement

Below is for 1 years requirement. (Please price for one year supply)

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Appendix 2:
Pricing Schedule

Please price delivered to Blackwater

Appendix 3:
Tenderers Statement

[Tenderers shall complete and return the following form of Tenderers’ Statement printed on the Tenderers’ headed notepaper and signed by the Tenderer.]

**TENDERERS’ STATEMENT**

TO: Bord na Mona

RE: Request for Tenders for the Supply of Pipes

Having examined your Request for Tenders (the “RFT”) including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

|  |  |
| --- | --- |
| 1. | We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT. |
| 2. | We accept all of the Terms and Conditions of the RFT and the Services Contract and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT.RFT. |
| 3. | We accept all the Selection and Award Criteria as set out in Part 3 of the RFT. |
| 4. | We agree to provide the Company with the Services in accordance with the RFT and our Tender. |
| 5. | We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law. |
| 6. | We confirm that we have complied with all requirements as set out at Part 2 of the RFT. |
| 7. | We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.  |
| 8. | We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT. |

|  |  |
| --- | --- |
| **SIGNED****(Authorised Signatory)** | **Company** |
| **Print name** | **Address** |
| **Date** |

Appendix 4:
Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Pipes

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

I, [Click here and insert name of Declarant],having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]*:*

1. Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
2. Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Entity or [Click here and insert name of entity].
3. Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
4. Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, or for inciting or aiding or abetting or attempting to commit an offence, as defined in Directive (EU) 2017/541 of the European Parliament and of the Council.
5. Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council.
6. Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
7. Has never been the subject of a conviction for trafficking in human beings as defined in Council Directive 2011/36/EU of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing council framework decision 2002/629/JHA.
8. Is not in breach of its obligations relating to the payment of taxes or social security contributions.
9. Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 11 of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (Statutory Instrument 286 of 2016).
10. Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
11. Is not guilty of grave professional misconduct.
12. Has not entered into agreements with other economic operators aimed at distorting competition.
13. Is not aware of any conflict of interest due to its participation in the Competition.
14. Has not had any prior involvement in the preparation of the Competition.
15. Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a utility undertaking, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
16. There are no mandatory grounds for exclusion from the Competition, pursuant to Regulation 89 of the Regulations. However, where any mandatory exclusion grounds apply, I will provide evidence to the effect that measures taken are sufficient to demonstrate reliability despite the existence of any such relevant exclusion ground.
17. Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition.
18. Has not undertaken to unduly influence the decision-making process of the Contracting Entity in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Entity.

Declared before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is personally known to me

(or who is identified to me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who is personally known to me)

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signed)
Practising Solicitor/Commissioner for Oaths

Appendix 5:
Key Contract and Insurance Requirements

[Insert name of Contracting Authority]

and

[Insert successful Tenderer’s full legal name]

**AGREEMENT**

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Pipes

Appendix 6:
Health and Safety Questionnaire

N/A

