



INFORMATION PACK

Appendix 3 to ITT

Refurbishment of Barrack Foremen of Works (BFW)

Offices and Ablutions

at

Gormanston Camp, Gormanston, Co. Meath.

For

THE MINISTER FOR DEFENCE

CONTENTS

1. PSCS Appointment Pro-forma (For Information only, to be completed on request)
2. Rates of Pay and Conditions of Employment Certificate
3. Preliminary Safety and Health Plan
4. Revenue Commissioners Information on Value Added Tax

1. Appointment of Project Supervisor

(PW-CF6)

THIS AGREEMENT is made on BETWEEN

1. *The Client*

Whose principal office is at

and

2. *The Project Supervisor*

Whose registered office is at

BACKGROUND

A. By a contract (the **Contract**) made on or about ¹, the Client, as employer, has appointed ² as contractor (the **Contractor**) for

Name of Contract

(the **Works**).

B. This Agreement is collateral to the Contract.

C. Terms defined in the Contract have the same meaning in this Agreement. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

and ³

(the **Project**).

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.

3. The Project Supervisor accepts the appointment.

4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.

5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.

6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract

¹ Date of Tender acceptance

² Insert "the Project Supervisor" or the name of the Contractor, as appropriate.

³ Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.

7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clause 10.3 of the Conditions of the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this Agreement and the Construction Regulations.
9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.
10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.
11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall give the Client all documents it prepares in the course of and for the purpose of performing its duties under this Agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this Agreement terminates, the Project Supervisor shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.
12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning it.

Given under the Client's seal

Affix Client's seal

--

Signatures of persons authorised to authenticate the seal

--

OR

Signed on behalf of the Client

Signature of authorised person

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

Given⁴ under the Project Supervisor's common seal

Affix Project Supervisor's common seal

Signatures of persons authorised to authenticate the seal

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

As lawful attorney of the Project Supervisor under a power of attorney dated

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of the Project Supervisor

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

⁴ If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of Project Supervisor

--

Signature of Project Supervisor

--

In the presence of

Signature of witness

--

Name of witness

--

Witness's occupation

--

Witness's address

--

OR

Signed by

Name of Project Supervisor

--

Signature of Project Supervisor

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

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2. RATES OF PAY AND CONDITIONS OF EMPLOYMENT CERTIFICATE

Rates of Pay and Conditions of Employment Certificate

(Clause 7.7 of PW-CF6)

To:	<i>The Employer</i>		
	<i>Address of Employer</i>		
	<i>For the attention of</i>		
Date:			
From:	<i>The Contractor's Representative</i>		
Regarding:	<i>The Contract</i>		
	<i>Period of interim statement</i>	From	To

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We refer to the above Contract.

Terms defined in the Conditions of the Contract have the same meaning in this certificate.

The Contractor certifies that, in respect of the work to which the interim statement referred to above relates, clause 7 of the Contract has been observed by the Contractor and the employers of all work persons on the Site. This certification includes, but is not limited to, the following:

- the rates of pay and the conditions of employment (including in relation to pension contributions) of each work person comply with all applicable statutory provisions, and those rates and conditions have been no less favourable than those for the relevant category of work person in any sectoral employment orders, employment regulation orders or registered employment agreements implemented in accordance with the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded).
- all wages and other money due to each work person have been paid in accordance with the Payment of Wages Act 1991 and have not been more than 1 month in arrears or unpaid
- payments due to be paid on behalf of each work person (including pension contributions, where applicable) have been paid
- all pension contributions and other amounts due to be paid on behalf of each work person, have been paid
- all deductions from payments to work persons required by law have been made and paid on, as required by Law
- in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act, 2005 to 2014 and all employment law including the Employment Equality Act 1998 to 2015, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015, regulations, codes of practices, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements determined under those Laws have been observed.

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3. PRELIMINARY SAFETY AND HEALTH PLAN AT DESIGN STAGE

1. Name of client

Employer: Minister for Defence

Employer's Representative: C/O Property Management Branch,
Department of Defence,
Station Road,
Newbridge,
Co. Kildare

Name of Project Supervisors

Safety - Design Process and Construction Stages

Project Supervisor Design Process: Corps of Engineers

Health and Safety Coordinator Design Stage: Capt. Ciarán Carey

Project Supervisor Construction Stage: Contractor appointed to carry out the Works.

2. Nature of construction work to be carried out:

This project consists of the refurbishment of existing Lean-To offices in Gormanston Camp, Gormanston, Co. Meath.

3. GENERAL DESCRIPTION OF THE PROJECT

The works are located within the compound area that is adjacent to Hangar No.1 and include the refurbishment of existing offices and ablutions to provide permanent offices and ablutions for Barrack Foremen of Works (BFW) staff within Gormanston Camp.

A summary of the works is as follows:

- Disconnect all existing electrical and plumbing services.
- Removal of all external and internal doors and windows.
- Demolition of existing block and concrete walls and lean to roof.
- Excavation of new internal and external foundations.
- Construction of new internal and external foundations.
- Construction of new lean-to roof including all new cladding, associated flashings and rainwater goods.
- Construction of internal and external block walls to form offices, kitchenettes, ablutions and openings.
- Installation of new electrical, mechanical, water and wastewater services.
- Installation of new floor coverings to offices, hallways and ablutions.
- Installation of 2no. new kitchenettes, sanitary ware and fittings and all internal and external joinery items.
- Painting of internal and external walls.
- Testing, commissioning and certification of new electrical, mechanical, water and wastewater services.
- Cleaning of all areas used during the completion of the works.

4. TIME FOR COMPLETION

The time for the completion of the works shall be **6 months / 26 working weeks / 130 working days.**

The time is judged adequate to allow the project to be executed safely. If a Tenderer believes that this is not the case then they should note this on their Form of Tender and attach a covering letter explaining their reservations. Such an amendment will not be deemed a qualification of the Tender providing the matters contributing to their longer suggested period solely relate to the safe execution of the works.

5. OTHER WORK ON THE SITE

The construction of a New Dining Hall is currently being completed in Gormanston Camp and these works will continue during the completion of this project. The sites are not in close proximity.

Gormanston Camp will continue as an operational and training Barracks during the completion of these works.

Capt. Carey will coordinate these works with Senior Management within Gormanston Camp to ensure that Defence Forces personnel are aware of the works and adhere to all site boundaries and access routes.

6. PARTICULAR RISKS RELATING TO THE PROJECT.

- a) Isolation and disconnection of all existing services within the building.
- b) Demolition of existing Lean-To structure.
- c) Excavation of foundations for new structure.
- d) Existing underground wastewater pipes and manholes.

7. EXISTING SERVICES

There are existing electrical, heating and wastewater services in the Lean-To structure. All existing services are outlined in the drawings.

Safety File

The PSCS and Contractor shall compile all information regarding the processes and materials used in the construction of the project and shall mark up the construction drawings to show how the building was constructed, in the event of any departure from the drawings' intent. All information relevant to the compilation of the Safety File shall be handed over to the PSDP before the end of construction, paying particular attention to the information needed by the end-user in relation to services, maintenance operations, operation manuals, as built drawings, specifications, cleaning processes, construction techniques, load bearing capacities, etc. The PSDP is obliged to provide three (3) copies of this Safety File to the Client and the PSCS / Contractor shall provide a minimum of three copies of all information to be handed over to the PSDP.

Continuing Liaison

The safety and health implications of design elements considered during the Design of these works are communicated in the Preliminary Safety and Health Plan to the Project Supervisor Construction Stage (PSCS). The Project Supervisor for the Design Process (PSDP) has outlined in this Plan reasonably foreseeable hazards.

The PSCS shall establish lines of communication on safety related matters with the PSDP **Design Alterations:** (Procedure for dealing with unforeseen eventualities during project execution resulting in substantial design change and which might affect particular risks, contract period, or have other safety and health implications).

The PSCS shall immediately inform the appointed PSDP of unforeseen eventualities that necessitate a change to the design of the work during the construction phase. Following assessment of the implications of such changes, the PSDP shall provide all necessary information to the PSCS on particular risks foreseen. The Safety implications (if any) of the proposed alterations shall be noted in the Safety File.

4. REVENUE COMMISSIONERS INFORMATION ON VALUE ADDED TAX

NOTE THAT ADVICE WAS PUBLISHED WHEN THE STANDARD VAT RATE WAS 21% - NOW 23%

VAT REVERSE CHARGE CLARIFICATIONS

“Fittings” included in construction contract

The supply and installation of fittings (as described in appendix attached) is subject to VAT at 21% even when part of a wider contract that includes construction services subject to the 13.5% rate. These supplies and installations are not services within the scope of Section 8 (1B) (b) Value-Added tax Act 1972 (Amended) and therefore not subject to the VAT reverse charge. The supplier should invoice VAT at 21% as before.

Construction Services subject to the VAT reverse charge and liable to VAT at 21%

The rate of VAT is not the determining factor in deciding whether or not the reverse charge applies. The reverse charge applies to services consisting of construction operations, regardless of the VAT rate. While most of these services are subject to VAT at 13.5% there are some that attract the 21% rate, including:

- The hire and erecting of scaffolding
- The hire and erecting of temporary fencing
- The hire of crane and driver
- The hire of site labour through an agency (not to be confused with an employment agency)

VAT Interpretation Branch

1st September 2008.

Appendix

As distinct from fixtures, fittings are goods which, though often attached to buildings, can be removed without substantial damage being caused to the goods themselves or to the building to which they are attached. Their supply and installation is therefore subject to the 21 per cent rate.

Examples are as follows:

- Blinds (most types)
- Clocks including time clocks such as flexitime equipment
- Cooker hoods
- Curtains
- Electric and gas fires
- Exhibition stands
- Fitted carpets and lino, other than floor covering stuck down over its entire surface
- Freestanding shop counters
- Kitchen cookers
- Lighting other than recessed lighting
- Mirrors
- Most shelving
- Refrigeration units, including deep freezers
- Safes (certain)
- Seating, including cinema and church seating whether or not secured to the floor
- Snooker tables and other games tables
- Washing machines and dishwashers, including plumbed-in machines.
- Wooden flooring ('floating' – not permanently fixed)

The supply, or supply & fitting for a single inclusive charge, of these goods is chargeable to VAT at 21 per cent. For example the supply & fitting of a kitchen cooker for an inclusive charge is liable at 21 per cent. If, however, it was necessary to re-wire for a power supply point and a separate charge was raised for such work, the 13.5 per cent rate would apply to that separate charge. The connection only of the cooker to an existing power supply would however be subject to 21 per cent.