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VOLUME B

Form of Tender & Schedule

(With ancillary documents to be submitted with Tender)

Refurbishment of Barrack Foremen of Works (BFW) Offices and Ablutions

at

Gormanston Camp, Gormanston, Co. Meath.

For

THE MINISTER OF DEFENCE

Tender and Schedule

for

The Project

**Refurbishment of Barrack Foremen of Works (BFW) Offices and
Ablutions at Gormanston Camp, Gormanston, Co. Meath.**

using the

Short Public Works Contract

Tender & Schedule for Public Works Short Form of Contract

Short Public Works Contract

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Government Buildings

Upper Merrion Street

Dublin 2

FORM OF TENDER

To	<i>The Employer</i>	Minister for Defence
	<i>Address of Employer</i>	C/O Property Management Branch, Department of Defence, Station Road, Newbridge, Co Kildare
	<i>For the attention of</i> ¹	Ms Sarah Zacharia
	<i>Regarding</i> ²	Refurbishment of Barrack Foremen of Works (BFW) Offices and Ablutions at Gormanston Camp, Gormanston, Co. Meath.
Date		

A Dhaoine Uaisle,

We have examined and understand the Conditions of the *Short Public Works Contract* and the documents listed in the attached Schedule. We offer to complete the Works on the terms of and in conformity with that contract for the lump sum of

euro³ Including VAT at Standard and Zero Rates
only⁴,

as adjusted in accordance with the Contract.

If included in the attached Schedule or elsewhere in the attached documents, we also offer to accept appointment as project supervisor for the construction stage on terms required by the Contract if appointed as Contractor for the Works.

In consideration of you providing us with the contract documents, we agree not to withdraw this offer until the latest of:

- (a) ⁵ days after the end of the last day for submission of this Tender
- (b) expiry of at least 21 days written notice to terminate this Tender given by us, which may not issue prior to the expiry of the period at (a)

Your acceptance of this Tender within that time will result in the Contract being formed between us.

¹ Insert name of contact person identified in tender documents

² Insert name of Project

³ Lump sum in words

⁴ Please refer to www.revenue.ie for details of current rates of VAT

⁵ If not otherwise specified, read as 180 days

Tender & Schedule for Public Works Short Form of Contract

We agree that you are not bound to accept the lowest or any tender you may receive.

Is sinne, le meas

Signature of authorised person

Name in capitals

Title

On behalf of

Tenderer's name in full

Postal address

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

TENDER ACCEPTED

Signed on behalf of the Employer⁶

*Signature of an officer
authorised to sign contracts on
behalf of the Employer*

Name in capitals

⁶ To be completed and signed only after all award procedures have been completed. Acceptance of the tender will result in a binding contract.

Tender & Schedule for Public Works Short Form of Contract

Date		<i>Title</i>
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SCHEDULE

Clause

1.1	Employer's Representative	Directorate of Engineering
	Time for Completion	130 Working days, starting on the day this Contract comes into effect or as stated in another contract document
1.3	Other documents in the Contract	<p>The Public Works Short Form of Contract (PW-CF6) as identified in the Particulars</p> <p>VOLUME A - Works Requirements</p> <p>VOLUME B - Completed Form of Tender and Schedule (FTS-6) and Ancillary Documents to be submitted with tender</p> <p>VOLUME C - Pricing Document</p> <p>Drawings and other documents referred to in the Works Requirements.</p>
1.10	Performance Bond	<p>is not required</p> <p>The amount of the performance bond is to be N/A%⁷ of the Price (as stated in the accepted tender) up to issue of the certificate of the date that the Works are substantially complete, and N/A%⁸ of the Price (as so stated) for the subsequent period stated in the form of bond.</p>
2.6	Rate of liquidated damages	€400 per day
2.8	Weather station	Met Eireann weather station located nearest the site of the Work and providing records of the type required for the 'weather event' being considered

⁷ If no percentage specified, 10% applies.

⁸ If no percentage specified, 5% applies.

Tender & Schedule for Public Works Short Form of Contract

3.15	Defects Certificate issued	Between 12 and 13 months after the date on which the Works are certified substantially complete.
4.1	Interim payment	Monthly 90% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's satisfaction
	Percentage of Price to be paid after Employer certifies the Works are substantially complete	95%
4.2	Time for payment	15 working days after Employer receives invoice for certified sum
4.3		
10.3	Minimum indemnity limit for public liability insurance.	€6,500,000 for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.)
	Minimum indemnity limit for employer's liability insurance	€13,000,000 for any one event
10.4	Maximum levels of excess for	
	■ insurance of the Works and goods and materials for the Works	€ Level of cover to be confirmed (Contract Sum +30%)
	■ public liability	€10,000 in respect of property damage only. No excess for death, injury or illness
	■ employer's liability	€No excess ⁹

⁹ If no amount stated, €6,500 applies

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12.3	Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12.2 does not apply, and Employer appoints another contractor within 12 months.	3%
14	Project Supervisor	Contractor is to be appointed as Project Supervisor for the Construction Stage.
15.2, 15.3	Body to appoint conciliator, if not agreed Person to appoint adjudicator, if not agreed	The Royal Institute of the Architects of Ireland Chairperson of the Panel of Adjudicators
17.1	Subject to clause 17.2 of the Conditions, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated here ¹⁰ .	€[100,000] ([One hundred thousand] euro)
18	Table of Material Categories to apply for Clause 18 Price Variation:	Table 1A ("All Materials" category only) applies

¹⁰ If no sum is stated, the applicable amount is an amount equal to the Price.

APPENDIX 3 to Clause 18

PART 1: PROPORTIONS OF MATERIALS, FUEL, NON-ADJUSTABLE OVERHEADS, PLANT AND LABOUR

Element	Percentage of Price
Materials	34
Fuel	2
Non-Adjustable Overheads	15
Plant	5
Labour	44
Total	Must equal 100%

PART 2: PERMITTED INCREASE THRESHOLD

CA Note: Select a percentage figure from the drop-down menu below.

The Permitted Increase Threshold is	7%
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APPENDIX 4 to Clause 18

INDICES AND WEIGHTINGS FOR MATERIAL AND FUEL CATEGORIES

In respect of the **Material(s)** identified in Table 1A **OR** Table 1B below, the following weightings, indices apply:

CA NOTE: Complete either Table 1A OR Table 1B, whichever is stated to apply in the Schedule. Clause 18 for Materials.

Table 1A: "All Materials" Category only

Weighting	Material Category	Index
1.00	All Materials [irrespective of the actual constituents of the Works]	The index for the "All Materials" category contained in Table 3 Detailed Wholesale Price Indices (excluding VAT) for Building and Construction Materials.

OR

Table 1B: Material Categories

Category No	Weighting	Material Category ¹
1		Stone, sand and gravel
2		Cement
3		Ready mixed mortar and concrete
4		Concrete blocks and bricks
5		Other Concrete Products including precast
6		Structural steel and reinforcing metal
7		Rough timber (including plain sawn)
8		Machined, treated engineered timber
9		Bituminous macadam, asphalt and bituminous emulsions
10		Electrical fittings
11		All other materials
Total	Must equal 1.0	

Table 2: Fuel Categories

In respect of the **Fuel** identified below, the following weightings, indices apply:

Category Number	Weighting	Fuel Category	Index Figure
1	0.50	Fuel Oil	The index for the category "Fuel Oil" in Table 5, Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry)
2	0.25	Electricity	The index for the category "Electricity" in Table 7 COICOP Division 04 Housing, Water, Electricity, Gas and Other Fuels of the Consumer Price Index, published by the CSO.
3	0.25	Gas Oil (other than autodiesel)	The index for the category "Gas Oil (other than autodiesel)" in Table 5 Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry) for Gas Oil (other than autodiesel)
Totals	Must equal 1.00		

Ancillary documents to be completed and submitted with Tender

1. Wages and Conditions of Employment Clause – Declaration of Compliance
2. Declaration of Competence (PSCS)
3. Freedom of Information Act, 1997 and Freedom of Information Amendment Act 2003 – Declaration
4. Revenue Information and Electronic Funds Transfer (EFT)
5. Garda Vetting Form Declaration

WAGES AND CONDITIONS OF EMPLOYMENT

DECLARATION OF COMPLIANCE

Short Public Works Contract

Pay and Conditions of Employment' Clause

I hereby confirm that (*Tenderer's Name*) _____
is currently in compliance with its obligations under sectoral employment orders, employment regulation orders and registered employment agreements (where applicable) registered under the Industrial Relations Acts 1946 – 2015 and is also in compliance with the National Minimum Wage Act 2000.

In the event of its tender for "Refurbishment of Barrack Foremen of Works (BFW) Offices and Ablutions at Gormanston Camp, Gormanston, Co. Meath." being accepted, the company shall comply, and ensure that any subcontractors comply, with the obligations imposed by the Pay and Conditions of Employment Clause of the Public Works Contract to be used for the project. We undertake for this project to keep proper wage books and time sheets showing the time worked and the wages paid, which shall be produced when required for inspection by any person authorised by the Department of Defence.

Signed

Date

Name of signatory in block letters

Position in tenderer's organisation

DECLARATION OF COMPETENCE (PSCS)

This firm declares that it is competent to carry out the duties of PSCS and is competent to execute the works described in the tender documentation in accordance with the duties allocated to the Contractor by the Safety Health and Welfare at Work (Construction) Regulations.

This firm further confirms that, if appointed to do so, it is insured to perform the duties of PSCS for this project required by the Safety Health and Welfare at Work (Construction) Regulations.

I hereby confirm that the information provided and declaration made in this 'Declaration of Competence' is correct and is to be taken into account by the Department of Defence in deciding whether the firm named below should be awarded a contract for construction work.

Name of firm: _____

Address: _____

Signed: _____

Date:

**Name of signatory
in block letters** _____

The Employer undertakes to treat all applicants equally and fairly and to ensure, to the extent allowed by the restraints of the Department's legal obligations (particularly under the Freedom of Information legislation), that the Applicant's data is kept confidential

FREEDOM OF INFORMATION ACT, 1997 and FREEDOM OF INFORMATION AMENDMENT ACT 2003 - DECLARATION

The Department undertakes to use its best endeavours to hold confidential any information provided by the tenderer subject to the Department's obligations under law, including the Freedom of Information of Act, 1997 and its amendments. The Department is also governed by obligations imposed on it as a result of undertakings to the Construction Industry Federation and the Irish Congress of Trade Unions (see the Specification Clause dealing with same for information about the details regarding the tender which will be released and to which submission of a tender shall be deemed to signify the tenderer's agreement)

Should the tenderer wish that any of the information supplied by them with the tender submission should not be disclosed because of its sensitivity he should, when providing the information, identify same and specify the reasons for its sensitivity. The Department will consult with the tenderer about this sensitive information before making a decision on any Freedom of Information request received. Listing of any of the information that the Department has undertaken to provide to other tenderers and to the ICTU will invalidate the tender.

Information relating to the tender which the tenderer does not wish to be disclosed by the Department

Reasons why the tenderer proposes that the above information should not be disclosed

Name of Tenderer: _____

Signed on behalf of tenderer by: _____

Date: _____

REVENUE INFORMATION AND ELECTRONIC FUNDS TRANSFER (EFT)

Tenderer's details:

Name: _____ Phone Nr

Address: _____

Email address: _____

Tenderer's VAT number _____

Subcontractor's eRCT Tax reference number _____

Address held by Revenue Commissioners for company allocated above number (if different from above)

Address: _____

Tenderer's Bank Account details

Name on account: _____ Account number: _____

Sort Code: _____ IBAN number _____ BIC number _____

Tenderer's Bank Branch details

Bank Name: _____

Branch name _____

Branch address: _____

GARDA VETTING FORM DECLARATION

By signing this Declaration, the tenderer undertakes to submit, on request, a completed Garda Vetting Form, signed by a Director / Principle of the tendering organisation. The Garda Vetting Form, when submitted, must be accompanied by photographic evidence of identity (e.g. photocopy of Passport, Driving Licence etc.)

Name of firm: _____

Address: _____

Signed: _____

Date: _____

Name of signatory
in block letters _____