



DTP-2025 Preparation of Tender Documents

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1. Introduction

1.1 Application

The **Design Team Procedures - 4th Edition 2025** and any associated Technical / Practice Notes apply to all school construction projects funded in part or in total by the Department of Education & Youth unless otherwise stated

1.2 Background

The purpose of this document is to aid Construction Consultants in the preparation of Tender Documents for Department of Education and Youth funded projects

The scope of this document is limited to the documentation required and how the documents should be assembled and labelled for issue to tenderers. It does not address the design decisions, procurement issues or procedural steps necessary prior to the preparation of Tender documentation. These issues are addressed in the **Design Team Procedures 2025** and **DTP2025 – Detail Design - Stage 2b**

Where a conflict exists between this guidance note and the Conditions of the Contract the conditions of contract take first precedence.

1.3 DTP 2025 – Detail Design Stage 2b

DTP 2025 – Detail Design - Stage 2b sets out the procedure for obtaining Statutory Approvals and the preparation of detailed design drawings and specifications, a Bill of Quantities/Pricing Document (or other agreed tender documentation) and an accurate pre-tender cost estimate, all based on full and complete design.

Design Team are fully responsible for ensuring that the project is fully designed, detailed and coordinated before going to tender and that **all the information necessary** to complete the construction is included in the Tender Documents.

1.4 DoEY Cost Control procedures

The Design Team are also required (individually and collectively) to read and comply with DTP-2025 Cost Control Procedures (available at www.education.ie).

2. Contract Documents

2.1 Public Works Contracts

The Public Works Forms of Contract available at <https://constructionprocurement.gov.ie/> are a requirement for all publicly funded capital works projects. **There are no exceptions to this obligation.**

As part of the Stage 2b process (see **DTP2025 – Detail Design - Stage 2b**), the Employer in consultation with the Design Team will have determined the appropriate Form of contract. The following table applies unless the project has a particular level of complexity:

The above Contracts are available on the Capital Works Management Framework Website.

<i>Estimated cost is...</i>	<i>Then use....</i>	<i>Ref.</i>
Less than <€1M (ex VAT)	Public Works Short Form of Contract	PW-CF6
Value of Contract >€1m and ≤ €5m (ex VAT)	Public Works Contract for Minor Building and Civil Works Designed by the Employer	PW-CF5
Value of Contract > €5m (ex VAT) or more	Public Works Contract for Building Works designed by the Employer	PW-CF1

The most up to date versions of the above Contracts are available on the Capital Works Management Framework Website.

Consultants should also refer to the Departments Technical Note **SDG01TN_01 Tender process price technical in works contracts** and any subsequent updated guidance to determine the projects where price/technical, price only or comparative cost of tender may apply.

Form of Contract	Procedure Type	Contract Value Range	Appropriate Tender Options		
			Price/Technical	Comparative Cost of Tender	Lowest Price Only
PW-CF1	Open	>= €5m	<input checked="" type="checkbox"/>		
PW-CF1	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF2	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF5	Open	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF5	Restricted	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF6	Open	<€1m			<input checked="" type="checkbox"/>

2.2 Standard Contract Documents

In addition to the Public Works Forms of Contract, the Capital Works Management Framework Forms of Tender and Schedules, standard Model Forms and standard Invitation-to-Tender must be used which are all available at <https://constructionprocurement.gov.ie/>.

2.3 Tender Documentation

The documents to be issued as part of the Invitation to Tender must be divided into separate volumes as follows (note where Reserved Specialists apply, the information to be included needs to be considered):

- **Volume A** (the Works requirements)
- **Volume B** (The Form of Tender and Schedule),
- **Volume C** (The Pricing document) including the pricing elements for the Mechanical and Electrical Installation) or the Reserved Specialist pricing document. (The Pricing Documents (unpriced) for each of the named Specialist works categories should be provided in the main contract Pricing Document and labelled as such where Reserved Specialists are applicable to the project
- **Volume D** – The technical merit criteria and intended scoring where applicable in accordance with SDG01 TN-01 Tender Process: Price/Technical in Works Contracts
- **Volume E** – Background information including the shortlisted candidates for each of the Reserved Specialists works categories and Main Contractors (where applicable). This should also include any other relevant information but information which is not intended to be Contract information

Note:

Tender documentation should include requirements (these are mandatory) in relation to:

- Green Public procurement incorporated within the design
- The Building Information Management (BIM Modelling) requirements

The Invitation to Tender is a separate document not forming part of the labelled volumes above.

3. Invitation to Tender (ITT)

3.1 General

The Invitation to Tender (ITT) includes both the Invitation to Tender letter and the Instructions to Tenderers. The letter is short and simple, and all information relating to the tender should be included in the attached Instructions to Tenderers.

Design Teams must use the standard Instructions to **Tender ITT-W1 Instructions Tenderer (when using the restricted procedure) and Tender ITT-W1a Instructions Tenderer (when using the open procedure) for Works** which are available on <https://constructionprocurement.gov.ie>

- ITT-W1 Instructions to Tenderer for Works, Restricted Procedure (Used where the contract to be awarded is PW-CF1; PW-CF3 or PW-CF5)

- ITT-W1a Instructions to Tenderer for Works, Restricted Procedure (Used where the contract to be awarded is PW-CF2)
- ITT-W2 Instructions to Tenderer for Works, Open Procedure (Used where the contract to be awarded is PW-CF1, PW-CF2 or PW-CF5)
- ITT-W4 Instructions to Tenderer for Works, Open Procedure for Works Contractors using the Short Public Works Contract (Used where the contract to be awarded is PW-CF6)
- ITT-W5 Instructions to Tenderer for Works, Restricted Procedure for Works Contractors using the Short Public Works Contract (Used where the contract to be awarded is PW-CF6)

3.2 Invitation to Tender letter

The Invitation to Tender letter DoEY DTP-2025 - Letter of Invitation to tender (Works) is available at www.education.ie. The fields to be completed are self-explanatory.

At the top of the page in the space of the name of the Candidate make sure that the exact legal entity name and company registration is used. If the Candidate is a joint venture or other grouping, list all the members of that group using the exact legal name and company registration name of each member as above or the name and company registration of the joint venture legal entity.

3.3 Instructions to Tenderers

Make sure that you use the most up to date versions of the Capital Works Management Framework documents for all Works tender processes. (Available on Capital Works Management Framework Website.) Please refer to the Department for direction on the information to be included within the ITT document

The following summarises the Department specific requirements:

- In the field for The **Project** enter a brief description of the works
- At **1.1 This Procedure** leave unaltered if the project has been advertised on e-tenders
- At **1.2 These Documents** Add Volume D (Works Proposals/Technical Merit criteria response *where applicable*) and Volume E (Background information) (The reference to Novated Design Documents should be deleted here as it is not applicable).
- **1.3 The Contract** Add Volume D (Works Proposals/Technical Merit response where applicable) The reference to Novated Design Documents should be deleted here as it is not applicable).
- **5.2 Tender Documents** Add Volume D (Works Proposals/Technical Merit criteria response *where applicable*) The reference to Novated Design Documents should be deleted here as it is not applicable).
- At **5.13 Other** the response **Not Applicable** should be left unchanged.
- At **8.3 Abnormally low tender** guidance reference should be removed.
- At **9.4 Review** all references to Review procedures have been deleted. This should be left unchanged.
- At **9.6 Assessment of other criteria** Where Works Proposals/ Technical Merit criteria apply the relevant information including the details of the score and how the criteria will be scored and assessed should be included. Refer to SDG_01-TN01-Tender-process-price-technical-in-works-contracts
- At **10.3 Letter of Intent** - The following should be added to reflect the Standard DoEY LOI:
 - Sick Pay/Pensions, Tax, Insurances and Bond (refer to standard DoEY LOI)
 - Management Arrangements (refer to standard DoEY LOI)
 - Work Programme and Cash Flow (refer to standard DoEY LOI)
 - Health and safety (refer to standard DoEY LOI)
 - Project Board Member(s) (refer to standard DoEY LOI)

3.4 Particulars

The next changeable field is the Particulars:

- The title of the Contract, description of the works, location and name of employer are self-explanatory.
- Under the field for the **Form of Contract** enter the appropriate form (click on the grey boxes). If the Form of Contract is the short Form, click on the grey space before the word Public and you have the option of including the word Short.
- In the field for the **Employer's contact details** enter the Design Team Leader's details
- Under **Supplemental Information and Queries** leave latest date for queries at **14 days before latest time for receipt of Tender** and date after which employer won't issue information or responses to queries at **8 days before latest time for receipt of Tender**.
- Under **Timetable for Completion** enter the Contract Notice date and CFT Reference.
- The **Decision on Contract Award** field should read Estimated 1 month after receipt of Tenders
- **Tender Deadline** should match the tender return date and time from the CFT
- **Means of Tender Deliver** should be **the eTenders platform**
- **Tender documents** (documents to be included in the Contract) List of documents should be inserted
- A **Health and Safety co-ordinator** is only required on a Design and Build Contract. Leave unchanged as **Not Applicable**.
- Under **Tender submission must be sent to** enter name and details of appropriate person in **Design Team**
- Under **Copies** the appropriate responses are **One copy**
- There is no requirement for a **Deposit**, so the response is **NOT APPLICABLE** only.
- It is not required to seal the **Form of Tender**.
- **Mandatory Options** and **Variant Tenders** are not applicable. The Number of Tenders permitted is always **One**. Leave all unchanged.
- The **Agreement** should be under **Seal**.

Under Award Criteria, refer to **SDG_01-TN01-Tender-process-price-technical-in-works-contracts** for information on award criteria and the projects the various award criteria apply to:

Form of Contract	Procedure Type	Contract Value Range	Appropriate Tender Options		
			Price/Technical	Comparative Cost of Tender	Lowest Price Only
PW-CF1	Open	>= €5m	<input checked="" type="checkbox"/>		
PW-CF1	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF2	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF5	Open	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF5	Restricted	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF6	Open	<€1m			<input checked="" type="checkbox"/>

3.5 Appendices

Appendix 1

Please see **SDG_01-TN01-Tender-process-price-technical-in-works-contracts** as Works Proposals apply to DoEY projects (>€5m) for both Main Contractors and Reserved Specialists. The technical note provides the requirement information on where Works Proposals apply to a tender process and detailed guidance is provided in relation to the text inclusions required within the documents. Appendix 1 should include the relevant Works Proposals Detail and include a reference to the Works Proposals/ Technical Merit criteria which may apply to a particular project

Appendix 2

This refers to Additional Information the Contractor must submit with his Tender. Where Reserved Specialists apply to the project the requirement is to provide:

- **Under Additional Information to be submitted with Tender add where Reserved Specialists Apply:**
 - An outline programme for the Works in accordance with the Form of Tender and Schedule, Part 1G which separately identifies the Named Specialist Works categories detailed in the Form of Tender and Schedule Part 1F (iii) is required

Appendix 3

Appendix 3 lists the Information to be submitted in the **Information pack (Background information Volume E)**. It will normally include the following (where applicable):

- Copies of the Grant of Planning Permission, Fire Safety Certificate and Disability Access Certificate
- Preliminary Health and Safety Plan
- Radon, Asbestos, Site Investigation, Archaeology reports/Survey of buildings, utilities etc
- The shortlisted candidates for each of the Reserved Specialists works categories (where applicable).
- The Reserved Specialist (Both M&E) blank SAQ Documents which were issued as part of the SAQ process for information purposes

The above reports if included in the Tender package should not form part of the Contract Documents. They are for information purposes only (Background Information). Any relevant information (The actual Works Requirements) therein will already have been included in the Project Particulars, drawings and specifications/ forming the Works Requirements (Volume A).

Appendix 4

Appendix 4 is the template for the **Comparative Cost of Tender**. The Design Team should be very careful to ensure that this appendix is filled out correctly.

- The hours for **Labour** should be set high enough to ensure that balanced rates are entered, but not so high as to distort the overall comparative cost of tender.
- Values in Euros should be set for **materials** and **plant** on the same basis as for the hours for Labour.
- The number of **site working days delay** should be set sufficiently high to ensure that a competitive rate is tendered for, but not so high as to distort the comparative cost. Between 5% and 10% of the Contract duration is not an unreasonable number.
[The number of site working days delay is not the same as the 1st and 2nd thresholds in the major Form of Contract or the Programme Contingency in the Minor Form. The latter is an estimation of the actual valid number of days delay due to compensation events likely to occur. The tendered delay rate only applies after the 1st threshold, or the programme contingency has been reached.]
- **The Value per day in excess of the earliest date for substantial completion must be left blank on DoEY Projects.**
[As all Department projects have set project durations it is not applicable. Liquidated damages apply after the due date for substantial completion].

4. Volume A: Works Requirements

4.1 Works Requirements Documents

All documents comprising the works requirements must be labelled **Volume A – Works Requirements**.

The following documents will form part of the works requirements on all projects (of all sizes and complexities):

- **Project Particulars [Including Model Forms]**

- **Specifications**
 - Architectural Specification
 - Civil/Structural Specification
 - Building Services Specification (Mechanical, Electrical, Passenger Lifts etc) (should be noted as Reserved Specialist Package where Reserved Specialists apply)
 - Fitted Furniture Specification (where appropriate)
- **Drawings and Details**
 - Architect's Drawings and details
 - Structural Engineer's Drawings/Schedules etc.
 - Building Services Drawings & details (Mechanical, Electrical, Passenger Lifts etc) (should be noted as Reserved Specialist Package where Reserved Specialists apply)
 - Room Layout Drawings

A clear and simple numbering system should be used for all documents which identifies each document as part of the works requirements and indicates how it fits into the overall works requirements.

The Works Requirements Document (Labelled **VOLUME A**) will normally comprise a list of all the documents forming part of the Works Requirements (each with their own sub-heading and unique drawing number and revision date). For example:

- **Project Particulars VOLUME A.1**
- **Specifications VOLUME A.2**
 - Architectural Specification **VOLUME A.2.1**
 - Civil/Structural Specification **VOLUME A.2.2**
 - Building Services Specification **VOLUME A.2.3**
 - Fitted Furniture Specification (where appropriate) **VOLUME A.2.4**
- **Drawings and Details VOLUME A.3**
 - Architect's Drawings and details **VOLUME A.3.1**
 - Site Plan - Scale 1:500 **VOLUME A.3.1- XXXXX Rev 4**
 -
 - Civil/Structural Engineer's Drawings/Schedules etc. **VOLUME A.3.2**
 - GA Plan - Scale 1:100 **VOLUME A.3.2- XXXXX Rev 4**
 -

The Works Requirements document VOLUME A (usually a few pages long) should be bound in the same volume as the Project Particulars VOLUME A.1

4.2 Project Particulars

The Project Particulars are required on all projects (no matter how small!). The **Project Particulars** (labelled **VOLUME A.1**) will comprise:

- A brief description of the scope and location of the works
- List of and reference to the location of the Contract and any applicable model forms e.g:
 - The Form of Contract (including agreement and Appendixes) is **PW-CF1 - Public Works Contract for Building Works designed by the Employer.**
 - Contract Model Forms applicable to the contract:
 - **MF 1.6** - Performance Bond
 - **MF 1.7** - Reliance Guarantee
 - **MF 1.10** - Appointment of Project Supervisor
 - **MF 1.11** - Professional Indemnity Insurance Certificate
 - **MF 1.12** - Collateral Warranty
 - **MF 1.13** - Rates of Pay and Conditions of Employment Certificate
 - **MF 1.16** - Appointment of Conciliator

- **MF 1.18** - Appointment of Standing Conciliator
 - **MF 1.19** - Reserved Specialist Performance Bond (NN sub-contract)
 - **MF 1.30** - Reliance Warranty MF 1.32 Declaration re Regulation 57
 - **MF 1.33** - Declaration Oath still Valid
- The above documents are available on the Capital Works Management Framework Website. Where 2 or more versions of any of the above documents are posted on the above website during the tender period, the applicable version is the version on the above website 10 days prior to the latest date for receipt of tenders. This should be stated in the Project particulars. Design teams should ensure where extensions to tender return dates are provided, that they ensure that this extension has no impact on the applicable templates and contract versions. Where is a change in the CWMF documents during the tender process the Design Team should review the impact and where required reissue the ITT, FTS etc and re-issue to the tenderers where required to ensure the documents align with the ITT where the versions that exist 10 days before the tender return date apply.
 - Site and/or working constraints and Site facilities
 - The required experience, skill and qualifications of the key personnel for the project
 - Other particulars forming part of the Contract, but not contained elsewhere in the Works Requirements

[The minimum required experience, skill and qualifications of the key personnel for the project should be proportionate to the size and complexity of the project and should not exceed the minimum level of skill and experience set out in the Suitability Assessment Questionnaire. In particular the Contractor and the Contractor's Representative are expected to be competent and experienced in constructing buildings and capable of reading and interpreting drawings and other documents. This section of the Project Particulars is useful both where the Employer's Representative intends to invoke Clause 5.6 and in dealing with Request for Information from the Contractor. See **DTP-2025 Construction – Stage 4**, Requests for Information.]

The Project Particulars should be prepared jointly by the Design Team and should contain all the particulars for all the disciplines including Civil/Structural and Building Services. (**This information should not be duplicated in the specifications**)

The Project Particulars in addition to the above will normally contain most or all of the Preliminaries Section of the Bill of Quantities (without the column for pricing).

The Pricing Document is not part of the Works Requirements, so any information therein not contained in the Project Particulars does not form part of the Works Requirements.

A clause should be included in the Project Particulars to state that it is a **condition precedent** to the award of the contract that the successful tenderer for the contract must comply with current Tax Clearance Procedures). In most circumstances, for tenderers resident in the State, this means that the successful tenderer must have a current Tax Clearance Certificate.

4.3 Specifications

The ability of the Design Team to ensure that the building is constructed in accordance with their Design to a high standard and without additional post-contract costs is directly related to the quality of the Tender Documents, and particularly the Specifications. A well written specification will help to minimise Contractor requests for information and requests for "substitutions". Refer also to **DTP2025 - Construction Stage 4 - Substitutions**.

The word substitution does not appear in the Contract. (If a material complies with the Works Requirements, it's not a substitution. The Contractor is required to comply with the provisions of the Works Requirements. If a material does not comply with the Works Requirements It should be rejected and detailed reasons provided as to why the item does not comply with the Works Requirements.

If the consultant states in the specification the words "or equal approved", they are inviting requests for approval of products meeting the specification and must respond in a timely manner as with requests for

information. No Manufacturers names should be included in the Specification, and this is a breach of procurement rules.

All Specifications must conform to national guidelines and the EU Directive on Technical Specifications. Specifications should be based on the material specification, the applicable standards and the performance required.

The Design Team are strongly advised to describe materials by their generic names and performance requirements and should not refer to specific manufacturers or to proprietary names.

Where specifications are performance based (as above) the issue of substitutions and “approvals” does not arise.

The Specification should not contain any information contained in the Project Particulars. There should be no references to Contingencies, P.C. sums, Provisional sums and nominated sub-contractors (Use a spell check). **References to price or pricing or schedules of rates must not form part of the Building Services specifications or any specification.** If appropriate, pricing references should be contained in the Pricing Document.

The Specification will normally comprise 3 or more different specifications as below:

- Architectural Specification
- Civil/Structural Specification
- Building Services Specification
- Fitted Furniture Specification (where appropriate)

All specifications should be detailed Specifications of Performance, Standards and Materials (with a full Schedule of Finishes where appropriate).

4.4 Drawings and Details

Each document must be labelled **Volume A** with the relevant subheading and have a unique identifying number and revision date.

The project is required to be fully designed, detailed and co-ordinated between all design team members before issuing for tender.

The drawings and details will depend on the project but will normally comprise:

- **Architectural Drawings and Details:**
 - A Site Plan to 1:500 scale showing the full site development and North point.
 - Fully Designed, Co-ordinated detailed and dimensioned Floor Plans to 1:100 scale with the areas and names of all spaces shown with North point indicated.
 - Fully Designed, Co-ordinated detailed and dimensioned Architectural Sections and Elevations to 1:100 scale showing the structure, building form and main services routes.
 - Fully Designed, Co-ordinated detailed and dimensioned drainage Plans to 1:100 or 1:200 scale indicating foul and surface water drains and invert levels. (Drainage Plan to be provided by the Civil/Structural Engineer where he/she is part of the Design Team. Where no Civil/Structural Engineer is appointed, the responsibility to produce the Drainage Plan rests with the Architect)
 - Fully Designed, Co-ordinated detailed drawings sufficient to demonstrate how the building will be constructed including sections and details to not less than 1:20 scale through selected portions of the building. All sections and details must be fully annotated.
 - Further sections and details including 1:5 scale details as required.
 - Fully Designed, Co-ordinated detailed schedules (door, ironmongery, window, FF&E etc (if not included in Architectural Specification)
 - Fully Designed, Co-ordinated detailed Layout drawings and specifications (if not included in Architectural Specification) for all fixed furniture and associated fittings.
- **The Civil/Structural Drawings and Details:**
 - Site plan showing the contours, setting out points etc.
 - Fully Designed, Co-ordinated and detailed drainage Plans to 1:100 or 1:200 scale indicating foul and surface water drains and invert levels.

- Fully Designed, Co-ordinated and detailed dimensioned Floor Plans to 1:100 scale.
- Fully Designed, Co-ordinated and detailed dimensioned Sections to 1:100 scale showing the structure and building form.
- Fully Designed, Co-ordinated and detailed drawings indicating the structural members of the building (including sections and details to not less than 1:20 scale through selected portions of the building)
- Further sections and details including 1:5 scale details as required.
- Similar information in respect of site-works elements including main drainage and water-main
- Fully Designed, Co-ordinated and detailed bar bending Schedules (If not included in the Specification).
- The **Building Services Engineering Drawings and Details:**
 - Fully Designed, Co-ordinated and detailed Site Services Plan to 1:500 scale showing the full site development.
 - Fully Designed, Co-ordinated and detailed drawings (floor plans, general sections, elevations, and specific details) to a scale of not less than 1:100, or such larger scale as may be required indicating the position(s) of all the building services equipment and associated services for the project. The proposed ceiling finishes shall be indicated by way of a symbol on each room and an explanatory legend on all layout drawings
 - Fully Designed, Co-ordinated and detailed Sectional drawings which include at a 1:50 scale a minimum of 2 full building sectional cuts in the most heavily serviced areas. These sections should include all of the M&E services distributions i.e. both primary and secondary and all equipment relative to the areas indicated, along with the ceiling tile type, service ducts and access to same. The interaction between the building form, the structure and the services must be clearly shown
 - Schematic layouts including controls for the heating, hot and cold water, gas, mains power distribution and ventilation services (including ventilation fans and ducts from fume cupboards).
 - Schedules of builder's works (if not included in the specification)

5. Volume B: Form of Tender and Schedule

5.1 General

The design team should refer to [SDG_01-TN01-Tender-process-price-technical-in-works-contracts](#) in relation to the requirement for Price/Technical or Works Proposals requirements for both Reserved Specialists and Main Contractor tender processes.

Form of Contract	Procedure Type	Contract Value Range	Appropriate Tender Options		
			Price/Technical	Comparative Cost of Tender	Lowest Price Only
PW-CF1	Open	>/= €5m	<input checked="" type="checkbox"/>		
PW-CF1	Restricted	>/= €5m	<input checked="" type="checkbox"/>		
PW-CF2	Restricted	>/= €5m	<input checked="" type="checkbox"/>		
PW-CF5	Open	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF5	Restricted	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF6	Open	<€1m			<input checked="" type="checkbox"/>

5.2 Forms of Tender

The Forms of Tender for both the “**Public Works Contract for Building Works designed by the Employer**” and the “**Contract for Minor Building & Civil Engineering works designed by the Employer**” are identical. The following guidance applies to both Forms of Tender:

- 1st paragraph - delete the reference to **Novated Design Documents** (Click on the arrow and then the blank space below the words “and Novated Design Documents”)
- 4rd paragraph – Change the wording in the box where the tenderer enters the price to “**excluding all VAT**” (click on the arrow and then on the words “excluding all VAT”)
- In the box for the tender validity period enter **180 days** (Potentially review a longer period of 270 days where the tender completion process may take a significant period of time Final clarification of what should be included should be referred to the Department for final confirmation)

The Form of Tender for the “Public Works Short Form of Contract” has no reference to Novated design documents or Works Proposals and those requirements should not be included.

Otherwise the guidance above applies i.e. Change the wording in the box where the tenderer enters the price to “**excluding all VAT**” and enter **180 days** for the tender validity period

5.3 Schedules to the Public Works Contract (Major and Minor)

In the **Schedule PART 1 A - Employer’s Representative and Communications**:

- Under details for sending notices under clauses 12 and 13 to the Employer enter the Client’s name and address (Clauses 12 and 13 refer to Termination and Disputes including conciliation and arbitration. Such notices should go to the Client body).
- Under “details for sending other notices and communications to the Employer” enter the name and contact details of the person within the consultancy firm acting as Employer’s Representative.
- Under “The Employer’s Representative is:” enter the name and contact details of the consultancy firm and the person within the consultancy firm acting as the Employer’s Representative.
- Under “details for sending notices and other communications to the Employer’s Representative” enter the name and contact details of the person within the consultancy firm acting as Employer’s Representative.
- The Number of Project Board members for the Contract Shall be select: “1 **Member from Each Party**” The project board members names from both the Contractor and Employer are required to be named as part of the letter of intent process and require insertion in tender schedule part 3 before the Letter of Acceptance is issued.
- Under Limitations on the Employer’s Representative Authority:
 - Enter **€ 2,000** for the “maximum adjustment to the Contract Sum for a single Change Order, unless approved by the Employer”
 - Enter the words “**0.25%** of the Contract value” (and not an actual Euro value!) for the “maximum cumulative value of adjustments to the Contract Sum for Change Orders in a 3-month period”. Ignore the Euro Sign.
The Design Team does not have the authority to increase these amounts

In the schedule **PART 1 B - Documents**:

- Under “**The Works Requirements are:**” enter a list of all the documents forming the Works requirements.
[Where the Design Team (as recommended above) have included a list of all documents and drawings comprising the works requirements in the Project Particulars, and the Project Particulars are labelled VOLUME A – Works Requirements it is not necessary to list the documents again – the term “As Scheduled in Volume A Works Requirements” will suffice].
- For all projects over €1,000,000 or with a Bill of Quantities under “**The Pricing Document is**” “refer to Technical Note **SDG01TN02 -Implementation and use of ARM_5 for DOE Projects** to determine whether ARM 4 or ARM 5 applies. Where Reserved Specialists apply the drop down of “**Not applicable M+E works tendered separately**” should be selected. Where the M+E is domestic there are difference measurement rules where either ARM 4 Supplement 2 or ARM 5 Apply

- Under **“The Works Proposals are:”** Refer to technical note **SDG_01-TN01-Tender-process-price-technical-in-works-contracts** or all the details and wording required in relation to same. This includes where Works Proposals are required and where a programme is required for the named specialist.

In the **Schedule PART 1 C – Project Supervisor:**

- The words or an individual or body corporate named in the Work Proposals must be deleted where there are no Works Proposals. Where there are Works Proposals, this should be retained.
- Where Works Proposals do not apply. The wording should read” The Contractor is to be appointed Project Supervisor for the Construction Stage for the Works and any other work on the Site between the Starting Date and the date of Substantial Completion of the Works contemplated in the Works Requirements”

In the schedule **PART 1 D – Insurance:**

- The minimum **amount insured for professional fees** should be left at the default of **12½% of the Contract Sum**.
- The minimum indemnity limit for **Public liability insurance** and **Employers’ liability insurance** should also be left at the defaults of: **€6,500,000** and **€13,000,000** respectively.
- Under **“Maximum excess for Insurance of Works and other Risk Items”** and under **“Maximum excess for Public liability”** enter the words: **the greater of 1% of the Project Value or 0.5% of Contractor’s turnover**. Ignore the Euro sign.
(Where the above guidance is outside the norm available on market, the QS should insert an amount based on the amount of excess they consider normal in the market. Where the amount inserted here varies from the guidance above the Planning and Building Unit should be notified)
- Under **Permitted Exclusions from all Insurances**, Terrorism and Asbestos should be retained as exclusions. No other exclusions should be added. No other exclusions should be added to Permitted Exclusions from insurance of the Works and other Risk Items.
- Under **permitted exclusions from public liability insurance** delete **/ design for a fee / defective workmanship, materials or design, but including its consequences (delete two. If none deleted, permitted exclusion is 'loss or damage due to design')**.
The clause should read: **“Loss or damage due to design”**. No other exclusions should be **added**.
No other exclusions should be added to “Permitted exclusions from employer’s liability insurance” or “Permitted exclusions from professional indemnity insurance”.
- Under **“Optional insurance provisions”** click on **shall not** and change it to **shall**.
Where the Department of Education & Skills is the Client, the Design Team should seek guidance on this option prior to going to Tender.
The Design Team must also advise Client on the absolute necessity to provide adequate insurance for **“existing facilities and parts of the Works it uses or occupies”** where construction work is being carried out.
Also under Optional insurance provisions, under **Insurance of the Works and other Risk items**, enter any property of the Employer other than the Works and Works Items to be insured and a Euro value. This will normally be **“Not applicable”**
- As **“Insurance of the Works and other Risk Items”** excludes terrorism cover, the minimum sum insured should be left blank or entered as **€0.00**.
- Ensure that the words is **not required** are entered under **“The Contractor “is/is not required” to extend the insurance of the Works and other Risk Items** for a Section that has reached Substantial Completion until the Employer’s Representative issues the certificate of Substantial Completion for the whole Works.
- **Design Teams should consult the Department in all cases where it is intended to change the Professional Indemnity requirements to “is” required.**
- Enter **is** under **“Professional Indemnity insurance “is/is not” required only** where there are Collateral Warranties required for Mechanical or Electrical Works whether these are domestically procured or Reserved Specialist elements of Work. To establish the levels of Professional Indemnity insurance which should apply the Design team should refer to GN 1.1.2 – Professional Indemnity Insurance Application in the Capital Works Management.

Note:

Contractor Design Development Works are any works for which the Contractor is required to undertake the design development, whether directly or through a Specialist Subcontractor, when work is designed by the Employer **but not fully detailed**. The Employer appointed Design Team ultimately retain overall design responsibility for the entirety of the Works.

Professional Indemnity Insurance should only be required from the Main Contractor and their Specialist Sub-contractors where there are substantive design elements to be carried which are of a **specific specialist nature**.

Elements of the works such as the Mechanical and Electrical installation, Windows or the Passenger lifts should be sufficiently designed, specified and detailed by the appointed Design Team so that the Contractor is not required to carry out substantive design as design does not fall within their remit.

The only approved contractual relationship in place for design services is the contract between the individual members of the Design Team and the Employer. While an element of design is inherent in all elements specified by reference to performance (such as the required fire resistance of doors), compliance with the required performance is and will remain a contractor's risk whether or not Professional Indemnity Insurance is required}

In the schedule **PART 1 E - Performance Bond**

- A performance bond is required for all projects over **€ 500,000** Contract Value. The amount of the performance bond shall be the Percentage (as stated in the original qualification questionnaire) of the estimated Contract sum up to certification of Substantial Completion of the Works, and 50% of that amount for the subsequent period stated in the form of bond in the Works Requirements.

- Enter the relevant Percentages

Contract sum(€ Millions)	Performance Bond as % of contract sum	Duration of Cover after Substantial Completion
€ 0.5 m to 10.0 M	12.50 %	450 Days
over €10.0 m	10.0%	450 days

-
- The subsequent period stated should be **450 days**.
- Check that this is the period stated in all Tender Documents

In the schedule **PART 1 F(i) - Collateral Warranties**

- Collateral warranties are required for Mechanical, Electrical or Passenger Lift Packages either domestic or tendered as Reserved Specialists where there is a requirement for Specialist design development (when work is designed by the Employer **but not fully detailed**). Design Teams are not authorised introduce the requirement for specialist design or Collateral warranties (except for Mechanical, Electrical, Passenger lifts) without prior discussion and agreement from the Department

In the schedule **PART 1 F(ii) – Ancillary Certificates**

- The Design team should list in detail all of the Ancillary Certificate requirements to ensure compliance with the regulatory requirements.

In the schedule **PART 1 F(iii) – Named Specialists**

- The Design team should list the intended Named (Reserved Specialists) and the relevant details here. This should be limited to Mechanical and Electrical specialists only. This applies to DoEY projects with a value of more than **€12m**.

In the schedule **PART 1 G - Dates for Substantial Completion, Sections, Liquidated Damages, Retention**

- Dates for Substantial completion should be entered in **days** or **months** from the Start of Contract Date and not as calendar dates.
- **Sectional completion should only be used where completion of the Section is critical to overall project.**
- Liquidated damages or sectional liquidated damages should relate to actual damage for that section only. The Client and Design Team should record the basis for calculation of Liquidated Damages (which must relate to the actual costs to be incurred) on file prior to going to Tender
- See Section L – payment particulars for retention rate. Reduce by 50% on substantial completion.

In the schedule **PART 1 H - Early Completion**

- This clause should read: “The Employer’s Representative **is** required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Substantial Completion”.
- If Sectional completion applies, and the Client on a particular project is in position to (and wants to) accept a completed section early i.e. before date for completion of this Schedule item, the Design Team should consult with the Department.

In the schedule **PART 1, I – Defects Period**

- This clause should read: “The initial Defects Period is **one year** from the date of Substantial Completion of the Works”.

In the schedule **PART 1 J - Random Checks for Employment Records**

- This clause must read: “Sub-clause 5.3.3A(2) **shall be** part of the Contract”.
- **The contractual right to conduct random checks must always be part of the Contract.** It does not oblige the Employer’s Representative to carry out such checks unless he/she deems it necessary.
- Refer also to **DTP-2025 Pay and Conditions of Employment**

In the schedule **PART 1 K - Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments**

- There are 4 Events in the **Public Works Contract for Building Works designed by the Employer** for which it is discretionary as to whether they are Compensation Events or not. These are **Events 18 to 21**. In the “**Contract for Minor Building & Civil Engineering works designed by the Employer**” there is no discretionary event.
- On Department of Education and Youth projects the following guidance must be followed:
- For **Events 18 to 21**, (applicable to the major Form of Contract only) the transferable risk must be assessed on a case-by-case basis for each project and justified on the basis of value for money (Refer also to **DTP-2025 Detail Design (Stage 2b)**). The design team should quantify assess each of these risks to determine the commercial extent of the risk. Where there is no information available to quantify or assess the risk being transferer, the risk should **not be** transferred to the Contractor. (information for example should include comprehensive and detailed site investigation reports). Where the Risk is Quantifiable the risk should be transferred to the contractor, and they should be provided with the relevant information and the opportunity to price within the pricing document. The Design Team should discuss the classification of these risks and the intention to transfer to the Contractor and seek Department approval before finalising the Tender Schedule. An item for each event for the convenience of pricing shall be provided where risk is identified as being transferred to the Contractor.
- **Under the section on Weather Events **enter the nearest weather station**.** No other weather events should be added i.e. the box under “A weather event also means the following:” should be left blank.
- **Thresholds**

- In the Public Works Contract for Building Works designed by the Employer the **1st and 2nd thresholds for Site Working Days delay** should be a reasonable estimation of the likely lower and higher limits of actual valid delay events, the first being the lower and the second the higher. In general, the sum of the 1st and 2nd thresholds should be between 5% and 15% unless there are project specific reasons to justify otherwise.
- In the **Contract for Minor Building & Civil Engineering works designed by the Employer** there is just one **Programme Contingency** (or threshold). This should be a reasonable estimation of the actual valid number of days delay due to compensation events. In general, the amount stated should be between 5% and 15% of the contract duration unless there are project specific reasons to justify otherwise.
- Note that the above thresholds or programme contingency are not the same as the number of Site Working Days' delay stated in Appendix 4 of the Invitation to Tender (the latter can be more or less than the thresholds – see guidance in this document on the Invitation to Tender).
- Under “In sub-clause 10.6.4(3), the **rates to be used to determine the cost of plant only** are the rates in” enter **Not applicable unless directed by the ER. Rates for plant only will be determined by plant hire rates obtained (excluding operator) in the local area to the project** (Either the Bill of Quantities or actual costs will be used if required).
- Under “In sub-clause 10.7, the amount to be added for **delay cost** is” delete: “**the expenses unavoidably incurred as a result of the delay (sub-clause 10.7.1(1)). (Delete as applicable. If neither deleted, 'expenses unavoidably incurred as a result of the delay' to be read as deleted)**”. **The clause should read: “In sub-clause 10.7, the amount to be added for delay cost is “the daily rate tendered by the Contractor in the Schedule, part 2D (sub-clause 10.7.1(2))”**
- Under “For purposes of sub-clause 10.7, the Contractor is to tender in part 2D” delete: “**separate daily rates for delay costs for each of the following periods or parts of the Works**”. **The clause should read: “For purposes of sub-clause 10.7, the Contractor is to tender in part 2D a single daily rate for delay costs”.**

In the schedule **PART 1 L - Payment Particulars**

- Period for interim payment is **Monthly**
- The minimum amount for interim payments, except release of retention should be set at **€5,000.00**
- The **percentage of the Contract value of the listed unfixed Works Items** for both on site materials and off site materials with bond should be set at **90%** percentage.
The relevant unfixed items must be listed. **Payment cannot be made for items not listed.**
- The retention percentage should be set as follows:
 - Under €200,000 - 10%
 - Between €200,000 to €3,000,000 - Sliding scale between 10% and 3% pro rata to the nearest whole number
 - Over €3,000,000 – 3-5% minimum (special circumstances may require higher retention)

In the schedule **PART 1 M – Cap on Liability (Sub-Clause 3.10)**

- Should be left blank as if no sum is stated the applicable amount is an amount equal to the Contract Sum.

In the schedule **PART 1 N – Conciliation, Adjudication and Arbitration (sub-clauses 13.2,13.3 and 13.4)**

- Where a project is less than €10m in value “A Conciliator appointed for each conciliation” should be selected
- Where a project is in excess of €10m in value “**A Standing Conciliator**” should be selected as this is a mandatory requirement on this value of project. The Standing Conciliator should be appointed before issue of the Letter of Acceptance as the details are required to be inputted in tender schedule part 3.
- Enter “**the President of the RIAI**” under “Failing agreement, the conciliator will be appointed by” and under “The person or body to appoint the arbitrator, if not agreed by the parties, is”

In the schedule **PART 1 O – Rights to the Contractor’s Documents**

- Enter “**Nil**”

In the schedule **PART 1 P – IPI Measures**

- To be selected as “**shall apply**” if the competition is valued at €15 million or greater and an applicable IPI Measure is in force (**Works only**)

The schedule **PART 2** is completed by the Contractor and included with Tender. The Design Team should leave this part blank.

The schedule PART 3 is completed by the Employer/ER after the Tender and prior to the issue of the Letter of Acceptance

5.4 Schedule to the Public Works Short Form of Contract

- In the schedule (**Clause 1.1**)
 - Under **Employer’s Representative** enter the name of the consultancy firm and the person within the consultancy firm acting as the Employer’s Representative.
 - Under **Time for completion** enter the duration in **days**
- In the schedule (**Clause 1.2**) under “**Other Documents in the Contract**” enter a list of all the documents forming part of the contract
- In the schedule (**Clause 2.6**) enter an appropriate rate for liquidated damages under **Rate of Liquidated Damages**
- In the schedule (**Clause 2.8**) enter the nearest **weather station**. (No other weather events should be added)
- In the schedule (**Clause 3.15**) enter the **earliest and latest date** for the issue of the **Defects Certificate**. If in doubt use the default.
- In the schedule (**Clause 4.1**) leave the defaults as stated in the schedule i.e. monthly **90%** of the value of Works, and **95%** on completion.
- In the schedule (**Clause 4.2**) the time for payment should be entered as **15 days**
- In the schedule (**Clause 10.3**) enter the minimum indemnity limit for **Public liability insurance** and **Employers’ liability insurance**. These should be not less than **€ 6,500,000** and **€ 13,000,000** respectively.
- In the schedule (**Clause 10.4**) enter the maximum **excess levels for Insurance** of the works and Public liability (Property damage). These should be **no greater than 2% of the Project Value**.
- In the schedule (**Clause 12.3**) enter the default of **4%** of the unpaid portion to be paid on termination by the employer.
- In the schedule (**Clause 14**) the Contractor **is** to be appointed project supervisor for the construction stage
- In the schedule (**Clause 15.2**) the body to appoint the conciliator should be **The Royal Institute of the Architects of Ireland**

Clause 17.1

Subject to Clause 17.2 of the conditions, the monetary amount of the Contractors liability to the Employer under or arising out of this contract shall not exceed the amount stated here:

[Amount equal to the tender price should be inserted here]

Clause 18 (PWCF6)

Table of Materials Categories to apply for Clause 18 Price Variation:

[Table 1A (all Materials Category only) applies or table 1B (materials categories) applies]

[Select Table 1A All Materials category only]

Part 1 – PROPORTION OF MATERIALS, FUEL, NON ADJUSTABLE OVERHEADS, PLANT AND LABOUR

An exercise on the costs should be carried out to determine the allocations of the various elements Estimates and guidance as follows (Note projects should be reviewed on case-by-case basis as the make-up of projects will differ)

Guidance Only:

APPENDIX 3 to Clause 18

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

Element	Percentage of Price
Materials	57%
Fuel	2%
Non-Adjustable Overheads	5%
Plant	5%
Labour	31%
Total	Must equal 100%

Part 2 – PERMITTED INCREASE THRESHOLD

For projects carried out under PWCF 6 the threshold should be set between the default of 5% and the Maximum of 10%. Consideration should be given to the programme duration of the works and the threshold selected should be proportionate to the risk associated. Shorter projects should set a higher threshold as the risk of an inflation impact is less due to the quick turnaround. Longer projects should set the threshold at the lower to reflect the longer duration and the added risk that the impact of inflation might have on the project

[Select between 5% to 10%]

PART 2: PERMITTED INCREASE THRESHOLD

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

The Permitted Increase Threshold is

6. Volume C: Pricing Document / Bill of Quantities**6.1 Bill of Quantities**

All construction projects with a construction **value of over €1.0m** excluding VAT will be required to include a Bill of Quantities /pricing document. Projects of less than €1.0m may also require a Bill of Quantities where the nature and complexity of the project warrants it – otherwise a detailed schedule of rates will suffice.

Bills of Quantities shall be prepared in accordance with the current method of measurement of building works agreed between the Society of Chartered Surveyors and the Construction Industry Federation including any amendments required by the Department of Finance and/or the Department of Education and Science.

Fixed Furniture and Associated Fittings are part of the main contract and should be included as Bill of Quantities/Pricing Document items.

The Design Team should not describe materials by their generic names and performance requirements, and not by manufacturer names.

The use of Proprietary Product name or Manufacturer's name should always be avoided and the specifications must always be accompanied by the words "or equivalent". **The words "or equal approved" should be avoided.** (See also [Specifications](#) above)

6.2 Preliminaries

The **Preliminary Section** of the Bill of Quantities/Pricing Document shall include the information required to complete the Schedule Part 1 (see [Schedule Part 1](#) above).

The Preliminary Section of the Bill of Quantities/Pricing Document shall also include appropriate clauses regarding payment by the Contractor for **temporary utilities** (water, electricity, gas, telecommunications, etc.) consumed during and for the completion of the works up until substantial completion as follows:

- For works within or adjacent to an existing functioning school the Main Contractor in some cases can be permitted to connect into existing utility services subject to each utility being metered individually and the metering system proposed being approved in writing by the Department/BOM on the advice of Employer's Representative in consultation with the Building Services Engineer. All costs should be borne by the contractor and an arrangement established in advance as to how the Contractor will reimburse the school for the costs in a timely manner. This arrangement should be avoided where possible to avoid possible issues of lack of reimbursement for power consumed
- The metering system, connections etc. proposed must also be in accordance with all current regulations, legislation and Health and Safety requirements and must be provided at the Contractor's costs including the removal on completion.
- On a green-field site, Main Contractor to pay all costs (connection fees, connections, standing charges, consumption, MIC charges, bills, disconnection, reinstatement) and comply with all requirements. The Contractor is responsible for all consumption costs up to the point of substantial completion and the Contractor is fully responsible for applying for the temporary connection, all works associated with obtaining and constructing that temporary connection and removal and decommissioning of those temporary supplies on completion

The scope of the works to be undertaken by the Project Supervisor (Construction) must be clearly indicated in the Bill of Quantities and should include for co-operating with the Project Supervisor Design Process in the preparation and hand-over to the Client of the Safety File on Substantial Completion.

The cost of acting as Project Supervisor (Construction) Stage **must also** be separately identified on the Summary Page of the Bill of Quantities.

The cost of the Bond must also be separately identified on the Summary Page of the Bill of Quantities/Pricing Document.

The Reserved Sum for the Standing Conciliator should be separately identified within the Bill of Quantities/Pricing document. (Projects >€10m)

An item should be included within the Preliminaries section of the pricing document to allow all tendering contractors the opportunity to price for the requested Works Proposals.

The meaning of the words "or equivalent" (if used) should be clearly defined in a Preamble clause i.e. that a product meeting the standard of the named product in all respects is acceptable (without prior approval) and that the onus is on the Contractor to ensure that the material meets the standard required and that the item is in full compliance with the provisions of the Works Requirements.

Such proof of compliance may include tests (e.g. concrete cubes), Agrément Certificates, Insurance backed guarantees, comparison of performance versus the specification or other means of proof of compliance.

A clause should be included in the Preliminary Section (and the Project Particulars) to state that it is a condition precedent to the award of the contract that the successful tenderer for the contract must comply with current Tax Clearance Procedures.

In most circumstances, for tenderers resident in the State, this means that the successful tenderer must have a current Tax Clearance Certificate.

The quantification of the requirements associated with the preliminaries are ultimately quantified by the tendering Contractor. It is the Design Team Quantity Surveyors responsibility to ensure the preliminaries section of the Bill of Quantities/Pricing document are scheduled in accordance with the applicable rules of measurement (ARM 4 or ARM 5).

6.3 Building Services

Fully detailed and measured Bill of Quantities/Pricing documents items for the Building Services elements of the Contract may be required depending on the measurement rules which apply to a project. Please refer to **Technical Note SDG01TN02 Implementation and use of ARM 5 for DOEY Projects** as there are significantly different requirements to ARM 4 Supplement 2 in relation to the measurement of Mechanical, Electrical and Transport services installations. Notwithstanding the rules of measurement which may apply the required work should be fully designed, co-ordinated, described and specified in the Works Requirements and can be quantified by the DTQS and priced by the tenderer. A fully balanced and fully priced pricing document is required from all tenderers, and this obligation is provided for within the relevant instructions to tenderers document. Where there are Reserved Specialists on a project there is a requirement to include:

- The Works Requirements for each of the named Specialist works categories should be provided in the main contract Works Requirements and labelled as such.
- The Pricing Documents (unpriced) for each of the named Specialist works categories should be provided in the main contract Pricing Document and labelled as such. It must be clearly stated that the named Specialists' Pricing Documents are not to be completed by main contract tenderers

The building services Mechanical, Electrical, Builders Work, and Fireproofing installations should be measured fully in accordance with ARM4, ARM4 Supplement 2 or ARM 5 depending on which may apply to a particular project. **Refer to SDG01TN02 Implementation and use of ARM 5 on DOEY projects**

National Standard and Building Site Elements should now be mapped to ICMS 3 as per mandatory requirements from January 2024

Services (Mainly Piped and Ducted)	Services (Mainly Electrical)
(5-) Services (Mainly Piped and Ducted) Generally	(6-) Services (Mainly Electrical) Generally
(50) Site Services (Mainly Piped and Ducted)	(60) Site Services (Mainly Electrical)
(51) Heating Centre	(61) Electrical Supply and Main Distribution
(52) Drainage and Refuse Disposal	(62) Power
(53) Water Distribution	(63) Lighting
(54) Gases Distribution	(64) Communications
(55) Space Cooling	(65) Security and Protection
(56) Space Heating	(66) Transport
(57) Ventilation and Air Conditioning	(67) Reserved
(58) Other Services (Mainly Piped and Ducted)	(68) Other Services (Mainly Electrical)
(59) Summary: Building Services (Mainly Piped and Ducted)	(69) Summary: Building Services (Mainly Electrical)

ICMS 3 Codes:

- 2.04.040 – Architectural Works – Non-Structural Works
- 2.04.070 – Architectural Works – Non-Structural Works
- 2.04.080 – Architectural Works – Non-Structural Works
- 2.05.010 – Services and Equipment
- 2.05.020 – Services and Equipment
- 2.05.030 – Services and Equipment
- 2.05.040 – Services and Equipment
- 2.05.050 – Services and Equipment
- 2.05.070 – Services and Equipment
- 2.05.080 – Services and Equipment
- 2.05.090 – Services and Equipment
- 2.05.100 – Services and Equipment
- 2.05.130 – Services and Equipment
- 2.05.140 – Services and Equipment

- 2.05.150 – Services and Equipment
- 2.05.160 – Services and Equipment
- 2.05.170 – Services and Equipment
- 2.05.180 – Services and Equipment
- 2.06.010 – Surface and underground drainage
- 2.06.020 – Surface and underground drainage
- 2.06.030 – Surface and underground drainage
- 2.06.040 – Surface and underground drainage
- 2.06.050 – Surface and underground drainage
- 2.06.060 – Surface and underground drainage
- 2.07.070 – External and ancillary works
- 2.08.130 – Testing and Commissioning
- 2.11 – Works and utilities outside the site
- 2.11.010 – Works and utilities outside the site
- Etc (DTQS should ensure all elements are review and that they align with the relevant agreed rules of measurement and the requirement to implement and used the new Cost Control and Carbon reporting templates)
-

7. Reserved Specialists – Implications for Works Requirements / Tender Documents

7.1 General

- a) Co-ordination between the Architect, the Building Services Engineer and the Design Team Quantity Surveyor is required in relation to the preparation by the Building Services Engineer of the separate Specialist works packages (including general preliminaries applicable to these works, co-ordination with main contractor's works and inclusion of measured quantities, prepared by the Quantity Surveyor in accordance with ARM4, Supplement 2 or ARM 5 depending on which may apply). Refer to: **SDG 01_TN02 - Implementation and use of ARM 5 for Department of Education Projects**
- b) Co-ordination between the Architect, the Building Services Engineer and the Design Team Quantity Surveyor is required in relation to advertising and short-listing of Specialists for the Specialist works packages (including cross checking contract notices, Suitability Assessment Questionnaires, etc.). The suitability assessment process for the Specialists, and the tendering and evaluation of Specialist works-packages, will be carried out by the Building Services Engineer. The responsibility for the development of technical merit criteria lays with the Building Services Engineer and they should refer to Technical Note **SDG_01-TN01-Tender-process-price-technical-in-works-contracts**
- c) The Design Team Quantity Surveyor, in consultation with the Building Services Engineer, shall estimate the Reserved Sums for inclusion in the Pricing Document sufficient to cover the specialist works packages.
- d) The Design Team Quantity Surveyor, in consultation with the Building Services Engineer, shall measure the building services installations in accordance with ARM4, Supplement 2 or ARM 5 depending on which may be applicable. Refer to: SDG 01_TN02 - Implementation and use of ARM 5 for Department of Education Projects
- e) The Building Services Engineer shall provide all necessary information to the Design Team Quantity Surveyor to enable measurement of the building services installations.
- f) The Quantity Surveyor, in consultation with the Architect and the Building Services Engineer, shall prepare collateral warranties for Specialist works categories, using Model Form MF 1.12, for inclusion in the Works Requirements.
- g) The Building Services Engineer, in consultation with the Quantity Surveyor and the Architect shall complete the Schedule to the Form of Contract for Specialist works packages using the CIF 'NN' Subcontract Form.

7.2 Works requirements (Main Contract Implications)

The final Suitability Assessment Questionnaire (SAQ) for the named Specialists, which is published as part of the Expressions of Interest stage or issued to tenderers, must be included in the Works Requirements for the main contract. This has a twofold purpose:

- (a) To provide those tendering for the main contract an indication of the standards expected of the Specialists under consideration for the award of the Specialist works contract; and
- (b) To facilitate the reappointment of a named Specialist in the event of a default of the type specified in sub-clause 5.4.5 of the public works contract.

The shortlisted candidates for each of the Reserved Specialists works categories must be provided as Background Information.

The Works Requirements for each of the named Specialist works categories should be provided in the main contract Works Requirements and labelled as such.

The Pricing Documents (unpriced) for each of the named Specialist works categories should be provided in the main contract Pricing Document and labelled as such. It must be clearly stated that the named Specialists' Pricing Documents are not to be completed by main contract tenderers.

The tender documents for the Reserved Specialists competition must be issued to the main contract tenderers at the same time as to the Reserved Specialist works candidates.

A copy of the 'NN' sub-contract form issued by the Construction Industry Federation with the accompanying **Appendix (FTS13)** completed as appropriate for each of the Reserved Specialist works categories should be included in the main contract Works Requirements.

Reserved Sums for each of the named Specialist works categories are to be provided in the Pricing Document and part 1F(iii) of the Form of Tender and Schedule.

To take account of the Reserved Specialists' works, the Pricing Document for the main contract works must include items to allow for the pricing of the following:

- (a) General attendances that the Contractor is to provide to each named Specialist. This shall be listed as an item for each of the Specialists and priced as a lump sum for each.
- (b) Special attendances, with the extent of each special attendance required for each named Specialist being separately listed as priceable items and a lump sum priced for each.
- (c) A single priceable item for management, to incorporate the Contractor's management, risk acceptance and indirect overhead costs associated with each of the named Specialists to be engaged for the Works, which will be listed as an item for each of the Specialists and priced as a lump sum for each
- (d) An item for main contractor's profit required for each of the named Reserved Specialist's Sums, rated as a percentage of each named Specialist's Sum. The percentage for profit is required on any Reserved Sum provided by the Contracting Authority for each Reserved Specialists' works category. These percentages are applied by a main contract candidate to the named Specialists' Sums to create lump sum items for profit on named Specialist works. The tendered percentage for the main contractor's profit on each named Specialist Sum will not be less than zero and this must be stated.

7.3 Works Requirements Implications (Reserved Specialists)

With the exception of the measurement of quantities for building services by the Quantity Surveyor (in accordance with ARM4, Supplement 2 or ARM 5), the Works Requirements for the Reserved Specialist sub-contracts (mechanical and electrical installations) shall be prepared by the Building Services Engineer.

The following information should be provided to Reserved Specialist tenderers in addition to the information that would normally be required for tender purposes:

- (a) The shortlisted candidates for the main contract tender must be provided as Background Information under Appendix 3 to the Instructions to Tenderers (ITTW 8) to each of the candidates for the named Specialist works categories.
- (b) A copy of the Construction Industry Federation 'NN' sub-contract form with the accompanying schedule completed to suit the relevant Reserved Specialist works category.
- (c) A copy of the completed Schedule, Part 1 appropriate to the form of Public Works Contract to be awarded to the successful tenderer for the main contract.
- (d) A copy of the collateral warranty (model form MF 1.12) completed as necessary by the Contracting Authority

- (e) Tendering Specialists must be provided with sufficient information so as to understand the scale and extent of the main contract works and any constraints that may apply to the Works whether statutory, legal or physical. Statutory constraints include planning conditions; restrictions on working hours; traffic; environmental constraints such as noise, waste, dust and light pollution. Legal constraints include any agreements with adjoining land or property owners such as rights of way, shared access, etc., wayleaves for services. Physical constraints include adjoining structures, boundaries for the works, access routes, any planned building works in the vicinity, etc.
- (f) The extent of general and special attendances (as defined in the Agreed Rules of Measurement) which will be provided to the Reserved Specialist at no cost to the Specialist must be clearly stated. The attention of tenderers should be drawn to the fact that any attendances not so identified must be provided at their expense.
- (g) An item to cover the cost of the premium for the performance bond required under sub-clause 1(i) of the Construction Industry Federation 'NN' sub-contract form.

Two pieces of information are to be provided to all of the Reserved Specialist Candidates as a clarification during the tender process:

- (a) The Form of Tender shall be reissued to include the name of the successful tenderer for the main contract as soon as this has been established, and
- (b) A copy of the programme prepared by the successful tenderer for the main contract.

The deadline for receipt of Reserved Specialist tenderers must be a minimum of 14 calendar days after the Form of Tender and Schedule (including the identity of the successful tenderer for the main contract) and the programme provided by the successful tenderer have been issued to the Reserved Specialist candidates. This is to allow sufficient time at the end of the tender stage for the Reserved Specialist tenderers to incorporate the implications of the main contract programme into their tenders.

8. Additional Information

8.1 Background information

A list of all the additional Information, (marked as “**Additional Information not forming part of the Contract**”), to be provided as part of the Tender package should be included in Appendix 3 to ITT [Information Pack]. This list should be reproduced at the front cover of the Additional Information Pack. The Pack should (if possible) be bound as a single document with all other information included in sequential order

The following documents (as appropriate) should be included:

- The Preliminary safety and health plan
- A Copy of the Grant of Planning Permission including all the conditions
- A Copy of the Fire Certificate including all the conditions
- A copy of the Site Investigation report, Archaeology report, Asbestos report and/or Radon Report (where relevant)
- A copy of the building and/or utilities surveys (where relevant)
- The shortlisted candidates for each of the Reserved Specialists works categories must be provided as Background Information in the Main Contractors tender information
- The shortlisted candidates for the Main Contract tenderers must be provided as Background Information to each of the candidates for the named Specialist works categories

The reports and surveys if included in the Tender package should not form part of the Contract Documents. They are for information purposes only. Any relevant information therein will already have been included in the Project Particulars, drawings and specifications/ forming the Works Requirements.