

Tender and Schedule

for

The Project

Muckross Cottage No. 16

using the

Short Public Works Contract

Office of Government Procurement

Short Public Works Contract
Document Reference FTS6 v.1.4
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Department of Public Expenditure and Reform
Government Buildings
Upper Merrion Street
Dublin 2.

FORM OF TENDER

To	<i>The Employer</i>	National Parks & Wildlife Service
	<i>Address of Employer</i>	Muckross House, Muckross, Killarney, Co. Kerry,
	<i>For the attention of</i> ¹	Eamonn Meskeil, Regional Manager
	<i>Regarding</i> ²	Muckross Cottage No. 16
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 excluding all VAT⁴,

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) 180⁵ 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.

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

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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

<i>Signature of authorised person</i>	
<i>Name in capitals</i>	
<i>Title</i>	
On behalf of	
<i>Tenderer's name in full</i>	
<i>Postal address</i>	
In the presence of	
<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

TENDER ACCEPTED

Signed on behalf of the Employer⁶

<i>Signature of an officer authorised to sign contracts on behalf of the Employer</i>	
<i>Name in capitals</i>	
<i>Title</i>	
Date	

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

Clause

1.1	Employer's Representative	Frank Coffey Consulting	
	Time for Completion	6	months, starting on the day this Contract comes into effect or as stated in another contract document
1.3	Other documents in the Contract		
2.6	Rate of liquidated damages	€50	per day
2.8	Weather station	Valentia, Co. Kerry	
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, 4.3	Time for payment	10	working days after Employer receives invoice for certified sum
10.3	Minimum indemnity limit for public liability insurance.	€6.5m	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	€13m	for any one event
10.4	Maximum levels of excess for		
	■ insurance of the Works and goods and materials for the Works	€	
	■ public liability (property damage)	€6,500 ⁷	
	■ public liability (death, illness or injury)	no excess	
	■ employer's liability	€6,500 ⁸	
12.3	Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12. does not apply, and Employer appoints another contractor within 12 months	4%	
14	Project Supervisor	Contractor is to be appointed as Project Supervisor for the Construction Stage.	

⁷ If no amount stated, €6,500 applies

⁸ If no amount stated, €6,500 applies

Tender & Schedule for Public Works Short Form of Contract

15.2, Body to appoint conciliator, if not agreed

The Royal Institute of the Architects of Ireland

15.3

Person to appoint adjudicator, if not agreed

Chairperson of the Panel of Adjudicators

NOTE Shaded text (like this) may be amended