

Tender and Schedule

for

The Project

Construction of a new two-storey multi-purpose tertiary education building extension to the North-East of the existing Drogheda Institute of Further Education, Drogheda, Co. Louth

using the

Public Works Contract for BUILDING WORKS Designed by the EMPLOYER

Tender and Schedule for Public Works Contract for Building Works Designed by the Employer

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Government Buildings

Upper Merrion Street

Dublin 2

Tender¹

To	The Employer	Louth and Meath Education and Training Board (LMETB)
	Address of Employer	LMETB Administrative Offices, Abbey Road, Navan, Co. Meath, C15 N67E
	For the attention of	Mr Martin O'Brien (CEO)
Date:		

Regarding:	The Project	Construction of a new two-storey multi-purpose tertiary education building extension to the North-East of the existing Drogheda Institute of Further Education, Drogheda, Co. Louth
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A Dhaoine Uaisle

We have examined and understand the **Public Works Contract for Building Works Designed by the Employer**, the Works Requirements, the Pricing Document, all as amended by any supplemental information, for the above contract.

Terms used in this Tender that are defined in those documents have the same meaning in this Tender.

We submit with this Tender the completed Pricing Document and Schedule and Works Proposals which form part of this Tender.

We offer to complete the Works on the terms of and in conformity with the documents referred to in the preceding paragraph for the lump sum of

	euro excluding all VAT ² ,
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as adjusted in accordance with the contract.

In preparing this Tender we have taken account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out, including the contract requirements.

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

- (a) 180 days³ 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.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under clause 12.6 of the Conditions of the contract on termination under clause 12.5 of the Conditions of the contract.

¹ If the tenderer is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland

² Please refer to www.revenue.ie for details of current rates of VAT

³ If not otherwise specified, read as 180 days

Is sinne, le meas⁴

Signed on behalf of

Name of Tenderer

Signature of authorised person

Business Name

Business Address

Tax Ref. Number (Required)	Company Registration Office No. or equivalent (where applicable)	Business Registration No. (where applicable)

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

⁴ Tenderers are directed to the provisions of section 5.14 (ITT-W1) or 5.12 (ITT-W2) of the Instructions to Tenderers with regard to the signing of this Form of Tender. Tenderers are reminded that as set out in section 5.4 of the Instructions to Tenderers, Tenderers are permitted to sign the Form of Tender using alternative signature blocks in the event that the template signature blocks provided herein are not suitable having regard to the characteristics of the Tenderer or the circumstances of the signing.

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OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer

Name of Tenderer

Business Name

Business Address

Tax Ref. Number
(Required)

Company Registration
Office No. or
equivalent (where
applicable)

Business Registration
No. (where
applicable)

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

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OR (if the Tenderer is a consortium or an unincorporated joint venture) .

Tenderers are reminded that **each member** of a consortium or joint venture must separately sign the Form of Tender. Add further signing blocks as required. Add additional pages as required for each member of the consortium/joint venture.

Signed on behalf of

<i>Name of Joint Venture Member</i>	
<i>Signature of authorised person</i>	

<i>Business Name</i>			
<i>Business Address</i>			
Tax Ref. Number (Required)	Company Registration Office No. or equivalent (where applicable)	Business Registration No. (where applicable)	

In the presence of

<i>Signature of witness</i>	
<i>Name of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

SCHEDULE

PART 1 (Completed by the Employer before Tender)

A **Employer’s Representative and Communications** (Sub-clauses 4.3 and 4.14)

Details for sending notices under clauses 12 and 13 to the Employer are:

For the attention of:	Mr Martin G O'Brien, Louth and Meath Education and Training Board (LMETB)
Address:	LMETB Administrative Offices, Abbey Road, Navan, Co. Meath, C15 N67E

Details for sending other notices and communications to the Employer are:

For the attention of:	Ms. Susan Harte
Address:	MCOH Architects, Old Church, Church Street, Portlaoise, Co. Laois
Phone:	057 8622566
eMail:	susan.harte@mcoh.ie

The Employer’s Representative is:	Ms. Susan Harte, MCOH Architects
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Details for sending notices and other communications to the Employer’s Representative are:

For the attention of:	Ms. Susan Harte
Address:	MCOH Architects, Old Church, Church Street, Portlaoise, Co. Laois
Phone:	057 8622566
eMail:	susan.harte@mcoh.ie

The number of Project Board members for the Contract shall be:

1 member from each Party

[Please choose from the options in the drop-down menu on the left]

Note: The names and details of the Employer’s & Contractor’s members of the Project Board must be entered by the Employer in Schedule Part 3A prior to issue of the Letter of Acceptance.

Limitations on the Employer’s Representative’s authority to perform its functions and powers under the Contract

- Maximum adjustment to the Contract Sum for a single Change Order: €2,000.00, unless approved by the Employer

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- Maximum cumulative value of adjustments to the Contract Sum for Change Orders in any 3-month period: €0.25% of the Contract Value, unless approved by the Employer
- The Employer's Representative shall not make a Change Order causing or contributing to a reduction in safety, scope, quality or usefulness of the Works without the Employer's approval
- The Employer will decide whether to accept or reject a value engineering proposal
- The Employer must agree to reduce retention if the Defects Period is extended
- The Employer's Representative is to consult with the Employer in relation to any adjustment to the Contract Sum before determining the adjustment
- Where the Employer has appointed a quantity surveyor, the Employer's Representative is to consult with the quantity surveyor in relation to any adjustments to the Contract Sum before determining the adjustment
- The Employer's Representative must not waive any of the Employer's rights or the Contractor's obligations under the Contract including without limitation sub-clause 10.3.
-

B Documents

The **Works Requirements** are:

As Scheduled in Volume A Works Requirements

The **Pricing Document** is:

A Bill of Quantities to the Agreed Rules of Measurement 4, Supp 1, Iss 2, as included in Volume C.

[CA Note: Please choose from the options in the drop down menu below for Mechanical & Electrical Works]

Mechanical & Electrical Works measured in accordance with:
The Agreed Rules of Measurement 4 to Supplement 2

The **Works Proposals** are:

As included in Volume D and attachments - Works Proposals (response to Technical Merit Criteria as outlined in Appendix 1 of the ITT document and accompanying tender information outlining the technical merit criteria).

C Project Supervisor (Sub-clause 2.4)

The Contractor, or an individual or body corporate named in the Work Proposals, is to be appointed project supervisor for the construction stage for the Works and any other work on the Site from the Starting Date until all construction work on the project has been completed.

D Insurance (Clause 3)

Insurance of the Works: minimum amount insured for professional fees 12½%⁵ of the Contract Sum.

- Minimum indemnity limit for Public liability insurance: €6,500,000⁶ for any one event, but this 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 Employers' liability insurance: €13,000,000⁷ for any one event.
- Maximum excess for Insurance of Works and other Risk Items: €the greater of 1% of the Project Value or 0.5% of Contractors Turnover⁸.
- Maximum excess for Public liability: €the greater of 1% of the Project Value or 0.5% of Contractors Turnover⁹ in respect of property damage only. There shall be no excess for death, injury or illness.
- There is no excess permitted for Employers' liability insurance.

Permitted exclusions from all Insurances

- War, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power
- Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
- Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel
- Terrorism
- Asbestos
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Permitted exclusions from insurance of the Works and other Risk Items

- Use or occupation of the Works by the Employer except in connection with the Works
- Unless otherwise specified in the Works Requirements, cost of making good defects in the Works but not damage caused by such defects to other sound parts of the Works
- Wear, tear, normal upkeep or normal repair or gradual deterioration
- Inventory losses
- Loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance
- Failure of information technology
- Mechanical or electrical breakdown but not resulting damage
- Cessation of the Works for more than 3 months
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Permitted exclusions from public liability insurance:

- Persons under a contract of service or apprenticeship with the insured
- Property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works
- Defective workmanship or materials but not resulting damage
- Mechanically propelled vehicles within the meaning of the Road Traffic Acts
- Loss or damage due to design

⁵ If no percentage stated, 12 ½ % applies.

⁶ If no minimum specified, €6,500,000 applies.

⁷ If no minimum stated, €13,000,000 applies.

⁸ If no amount stated, €10,000 applies.

⁹ If no amount stated, €10,000 applies.

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Note: *Delete two of the form fields above. If none deleted, permitted exclusion is 'loss or damage due to design for a fee or for which a fee would normally be charged'*

- Gradual pollution or contamination
- Territorial limits
- Unless otherwise specified in the Works Requirements, aircraft and waterborne craft
- Fines, penalties, liquidated damages
-
-

Permitted exclusions from employer's liability insurance:

- Offshore work
- Liability compulsorily insurable under the Road Traffic Acts
-

Permitted exclusions from professional indemnity insurance

- Persons under a contract of service or apprenticeship with the insured.
- Ownership, use, occupation or leasing of mobile or immobile property
- Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters
- Dishonest, malicious, criminal or deliberate illegal acts
- Libel and slander
- Insolvency
- Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages
- Failure of information technology
- Contractual liability that would not apply in the absence of the contract
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Optional insurance provisions

Sub-clause 3.8 (Existing Facilities and Use or Occupation by Employer) shall apply.

Insurance of the Works and other Risk Items shall include the following property of the Employer, other than the Works and Works Items:

Not applicable

and the minimum sum for which this property is to be insured shall be €Not applicable.

If Insurance of the Works and other Risk Items is to include terrorism cover, the minimum sum insured shall be €0.00.

The Contractor 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.

Required extensions to Insurance

N/A

Professional indemnity insurance is required. If required, the professional indemnity insurance is to be kept in

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place for 12 years after Substantial Completion of the Works is certified by the Employer's Representative. If required, the minimum indemnity limit for professional indemnity insurance shall be €1,500,000 in the annual aggregate limit.

The maximum excess shall be the greater amount of 2% of the Contractor's annual turnover or €5,000.

E Performance Bond (Sub-clause 1.5)

A performance bond is required.

The amount of the performance bond shall be 12.5%¹⁰ of the initial Contract Sum up to certification of Substantial Completion of the Works, and 6.25%¹¹ of the initial Contract Sum for 450 days after that.

Note: Delete one of the two form fields above. If none deleted, read as '450 days after that.'

F (i) Collateral Warranties (Sub-clause 5.5)

Collateral warranties are required from the following categories of Specialists, by the following dates; and the amount withheld from payments under sub-clause 11.4.1 are as follows:

Category of Specialist	Date for warranty	Amount withheld	Minimum indemnity limit for professional indemnity insurance	Maximum excess for professional indemnity insurance

F (ii) Ancillary Certificates (Sub-clause 5.8)

Ancillary Certificates are required from the following categories of Contractor's Personnel. The list reflects the works elements known at the time of tender but does not limit the Contractor's duties under sub-clause 2.3.1:

Category of Contractor's Personnel	Category of Contractor's Personnel
Groundworks & Drainage	Concrete Cube Tests
Radon Membrane	Drainage CCTV

¹⁰ If no percentage stated, 10% applies.

¹¹ If no percentage stated, 5% applies.

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Category of Contractor's Personnel	Category of Contractor's Personnel
Concrete Block and Hardcore Filling	DPC Membrane
Surfacing	Surface Water Drainage
Foul Drainage	In situ Concrete
Retaining Wall, External Fence & Railings	External Walls
Flat Roofs	Roof Trusses
Pitched Roofs	Rainwater Guttering
Structural Steel	Insulation – Walls & Floor
External Doors & Windows	Suspended Ceilings
Internal Walls	Internal doors & screens
Flooring	Painting
Internal Stairs	Joinery
Fireproofing	Roof lights
IPS, Cubicles & Vanity	Wall Tiles
Sanitaryware	Air Tightness Report
Window Blinds	Intruder Alarm
Window winders	RECI Cert – Electrical completions
Fire Extinguishers	Emergency Lighting – Installation
Emergency Lighting – Commissioning	Fire Alarm – Installation
Emergency Lighting – Handover	Fire Alarm – Commissioning
	Fire Alarm – Handover
Overall Mechanical Works	Air Conditioning System
Overall Electrical Works	BER Certification & Report

F (iii) Named Specialists (Sub-clause 5.4)

Category of Specialist	Type ¹ <i>[Please choose from the options in the drop-down menu below]</i>	Specialist Form of Contract	Specialist Contract Value ²	Specialist Contract Works Requirements reference	Name and contact details of Specialist (where already known)
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				

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Category of Specialist	Type ¹ <i>[Please choose from the options in the drop-down menu below]</i>	Specialist Form of Contract	Specialist Contract Value ²	Specialist Contract Works Requirements reference	Name and contact details of Specialist (where already known)
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				

Note 1: Novated Specialists are those whose contract with the Employer is to be novated to the Contractor. Reserved Specialists are those who are to be appointed by the Contractor following a tender competition administered by the Employer.

Note 2: The Specialist Contract Sum shall be entered here, where known, in the case of Novated Specialists. Where the sum is not known, in the case of Novated and Reserved Specialists, the Reserved Sum shall be entered.

Note: In Schedule Part 3B, the Employer is to enter the Category of Specialist, the Name and contact details of Specialist and the Contractor's tendered percentage addition prior to issue of the Letter of Acceptance. The details inserted here under Category of Specialist must match those inserted in Schedule Part 3B

G Dates for Substantial Completion, Sections, Liquidated Damages, Retention

	Date for Substantial Completion	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section (%)
The Works	Last day of 15 Months starting on the Contract Date	€See Sections as per Below	
Section: 1 - Site Set-up & Construction of Portion of New Extension (Excluding link to Existing Building) and all associated Siteworks; all as detailed in Volume A Works Requirements	Last day of 15 Months starting on the Contract Date	€34,400 per Month	50%
Section: 2 - Construction of link between New Extension and Existing Building including M&E links through Existing Building; all as detailed in Volume A Works Requirements	Last day of 4 Month period (during summer shutdown) within 15 Month period starting on the Contract Date.	€34,400 per Month	50%
Section:		€ per	

	Date for Substantial Completion	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section (%)
Section:		€ per	

H Early Completion (Sub-clause 9.6)

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.

I Defects Period

The initial Defects Period is one year¹² from the date of Substantial Completion of the Works.

J Random Checks for Employment Records

Sub-clause 5.3.3A(2) shall be part of the Contract.

K Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments
(Sub-clauses 9.3, 9.4, 10.1, 10.6, 10.7, clause 14)

Delay Events and Compensation Events are as follows:

Event		Delay Event	Compensation Event
1	The Employer's Representative gives the Contractor a Change Order	Yes	Yes
2	The Employer's Representative directs the Contractor to search for Defects or their cause and no Defect is found, and the search was not required because of a failure of the Contractor to comply with the Contract	Yes	Yes
3	The Employer's Representative directs the Contractor to suspend work under sub-clause 9.2	Yes	Yes
4	The Contractor suspends work in accordance with sub-clause 12.3	Yes	Yes
5	There is a factual error in information about the Site or setting out information in the Works Requirements. [This does not include an error of interpretation.]	Yes	Yes
6	The Employer takes over part of the Works before Substantial Completion of the Works and any relevant Section	Yes	Yes
7	The Employer's Representative does not give the Contractor an instruction required under sub-clause 4.5.4 within the time required under sub-clause 4.11.2 when the Contractor has asked for the instruction in accordance with sub-clause 4.11.1	Yes	Yes
8	The Employer does not allow the Contractor to occupy and use a part of the Site in accordance with sub-clause 7.1	Yes	Yes

¹² If no period stated, one year applies.

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Event		Delay Event	Compensation Event
9	The Employer does not give the Contractor a Works Item or other thing as required by the Contract when the Contractor has asked for it in accordance with sub-clause 4.11.1	Yes	Yes
10	Employer's Personnel working on the Site under clause 7.6 interfere with the execution of the Works on the Site, and the interference is unforeseeable and not in accordance with the Contract	Yes	Yes
11	The Employer instructs the Contractor under sub-clause 3.2.3 to rectify loss of or damage to Risk Items for which the Contractor is not responsible	Yes	Yes
12	Loss of or damage to the Works that is at the Contractor's risk in accordance with sub-clause 3.2	Yes	No
13	A weather event as described below	Yes	No
14	A strike or lockout affecting the construction industry generally or a significant part of it, and not confined to employees of the Contractor or any Contractor's Personnel	Yes	No
15	Delay to the Works caused by the order or other act of a court or other public authority exercising authority under Law, that did not arise as a result of or in connection with an act, omission or breach of Legal Requirements of the Contractor or the Contractor's Personnel or a breach of the Contract by the Contractor	Yes	No
16	A breach by the Employer of the Contract delaying the Works that is not listed elsewhere in this table.	Yes	Yes
17	A difference between the Contract value of the Works according to the quantities and descriptions in the Pricing Document and the Contract value of the Works described in the Works Requirements, because the Pricing Document, when compared with the Works Requirements ■ includes an incorrect quantity or ■ includes an item that is not included in the Works Requirements or ■ excludes an item that is included in the Works Requirements or ■ gives an incorrect item description and the difference for an item in, or that should have been in, the Pricing Document is more than €500.	No	Yes
18	An item of archaeological interest or human remains is found on the Site, and it was unforeseeable	Yes	Yes
19	The Contractor encounters on the Site unforeseeable ground conditions (not resulting from weather) or unforeseeable human-made obstructions in the ground, other than Utilities	Yes	Yes
20	The Contractor encounters unforeseeable Utilities in the ground on the Site	Yes	Yes
21	Owners of Utilities on the Site do not relocate or disconnect Utilities as stated in the Works Requirements, when the Contractor has complied with their procedures and the	Yes	No

Event	Delay Event	Compensation Event
procedures in the Contract, and the failure is unforeseeable		

In the above table

Utilities means conducting media and apparatus for water, sewage, electricity, gas, oil, telecommunications, data, steam, air, or other services, and associated apparatus and structures.

A condition, circumstance or occurrence is **unforeseeable** if an experienced contractor tendering for the Works could not have reasonably foreseen it on the Designated Date, having inspected the Site and its surroundings and having satisfied itself, insofar as practicable and taking into account any information in connection with the Site provided by the Employer, as to all matters concerning the Site, including its form and nature and its geotechnical, hydrological and climatic conditions.

WE 1.0 is the document entitled Weather Events WE 1.0 published on <https://cwmf.gov.ie/en/resources/weather-events/> on the Designated Date.

A **weather measurement** for a month means each of the following:

- the number of days with rainfall exceeding 10 millimetres
- the number of days with minimum air temperature less than 0 degrees Celsius and
- the number of days with maximum mean 10 minute wind speed exceeding 15 metres per second as recorded at Dublin Airport weather station.

If no weather station is named, the Met Éireann station nearest the Site is used. If the station named, or the nearest one, does not record the weather measurements, the station nearest the Site that records that weather measurement is used.

A **weather event** is when in a month between the Starting Date and the Date for Substantial Completion of the Works a weather measurement exceeds the number of days for the same item, the same weather station, and the corresponding month in WE 1.0.

If a weather event occurs in a month and there is to be an extension to a Date for Substantial Completion under sub-clause 9.3.2, the amount of the extension is the lesser of (a) the extension to be made under sub-clause 9.3.2 and (b) the difference between the weather measurement and the number of days for the corresponding item in WE1.0. No day is counted for more than one weather measurement.

An **order or other act of a court or other public authority exercising authority under Law** includes a Covid-19 Mandatory Closure.

In **sub-clause 9.4**:

- The first threshold is 10 Site Working Days of delay caused by Compensation Events.
- The second threshold is 20 Site Working Days of delay caused by Compensation Events.

In **sub-clause 10.6.4(3)**, the rates to be used to determine the cost of plant are the rates in

Not Applicable

modified as follows:

- Rates will be treated as if in euro
-

and any rates in the Pricing Document.

In **sub-clause 10.7**, the amount to be added for delay cost is in accordance with sub-clause 10.7.1(2) the daily rate tendered by the Contractor in the Schedule, part 2D

For purposes of sub-clause 10.7, the Contractor is to tender in part 2D a single daily rate for delay costs

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**L Payment Particulars** (Clause 11)

Period for interim payment is monthly.

Minimum amount for interim payments, except release of retention, € 5,000.00 ¹³

Up to the percentage stated below of the Contract value of the following unfixed Works Items may be included in an interim payment in accordance with sub-clause 11.2.

On-Site Materials	% of Contract value
	90

Off-Site Materials with Bond	% of Contract value
	90

The retention percentage is 3%¹⁴.

M Cap on Liability (Sub-clause 3.10)

Subject to sub-clause 3.10.2 of the Conditions of Contract, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated below¹⁵.

€	(	euro).
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N Conciliation, Adjudication and Arbitration (Sub-clauses, 13.2 13.3 and 13.4)

For the purposes of resolution of a dispute by conciliation the parties to the contract shall agree on the appointment of:

[Please choose from the options in the drop-down menu below]

A Conciliator appointed for each conciliation

[For Contract Values in excess of €10m the appointment of a Standing Conciliator is mandatory]

Where there is a Standing Conciliator, the Standing Conciliator shall be named in Schedule Part 3C and appointed prior to the Starting Date.

The amount allowed in the Pricing Document by the Employer [which may be adjusted prior to the issue of the Letter of Acceptance where the Standing Conciliator has been identified and their fee has been agreed] will be the entire amount recoupable by the Contractor for their share of the Standing Conciliator's fee for performance of Standing Conciliator duties, other than facilitating a Co-Operation Meeting under sub-clause 4.1, chairing a Project Board meeting under sub-clause 13.1 or conciliating a dispute referred under sub-clause 13.2. The Standing Conciliator's fees shall be shared equally between the Parties for the purposes of sub-clauses 4.1, 13.1 and 13.2.

Appointment of a conciliator or Standing Conciliator for the purposes of conciliating a dispute referred under sub-clause 13.2 of the Conditions of Contract should be executed using Model Form: *MF1.16 – Appointment of*

¹³ If none stated, no minimum applies.

¹⁴ If no percentage stated, 10% applies.

¹⁵ If no sum is stated, the applicable amount is an amount equal to the Contract Sum.

Conciliator

Appointment of a Standing Conciliator for performance of Standing Conciliator duties, other than conciliating a dispute referred under sub-clause 13.2 should be executed using Model Form: *MF1.18 Appointment of Standing Conciliator*

Failing agreement, the conciliator [or Standing Conciliator] will be appointed by: ¹⁶

The President of the RIAI

Unless the parties agree to apply the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts (AR1)* published on <https://cwmf.gov.ie/en/pillars/pillar-1/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date) the arbitration rules shall be the *Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules)*.

The person or body to appoint the arbitrator, if not agreed by the parties, is: ¹⁷

The President of the RIAI

The person to appoint the adjudicator, if not agreed by the parties, is

Chairperson of the Panel of Adjudicators

O Rights in Contractor's Documents (Sub-clause 6.4)

Copyright and all other rights in the following Contractor's Documents and Works Proposals described in sub-clause 6.4.2 transfers to the Employer in accordance with sub-clause 6.4.

Nil

P IPI Measures (Sub-clause 10.10)

Sub-clause 10.10 shall not apply.

¹⁶ If left blank the default is The President, The Royal Institute of the Architects of Ireland (RIAI)

¹⁷ If left blank and the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts (AR1)* the default is The President, The Royal Institute of the Architects of Ireland (RIAI). If the arbitration rules are the *Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules)*, the appointment of the arbitrator shall be made in accordance with those rules.

SCHEDULE

PART 2 (Completed by the Contractor and included with Tender)

A Communications (Sub-clause 4.14)

Details for sending notices under clauses 12 and 13 to the Contractor are:

For the attention of:

Address:

Details for sending other notices to the Contractor are:

For the attention of:

Address:

Email:

The Contractor’s agent¹⁸ in the Republic of Ireland for service of legal process is:

Name:

Address:

B Reliance Documents (Sub-clause 1.6)

The Contractor shall provide reliance guarantees and/or reliance warranties in the form(s) in the Works Requirements and in accordance with sub-clause 1.6 as follows:

Reliance Document:	Name of Guarantor /Warrantor	Name of Guarantor /Warrantor	Name of Guarantor /Warrantor	Name of Guarantor /Warrantor
Reliance Guarantee				
Reliance Warranty				

C Dates for Substantial Completion

Date for Substantial Completion

Number of days after the Contract Date

(To be completed by Contractor in Tender **ONLY** if not completed by Employer in Part 1)

¹⁸ An agent in the State must be named if the Contractor’s registered office or other principal place of business is outside the State.

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The Works	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	

D Adjustments to the Contract Sum including Delay Costs (Sub-clauses 10.6 and 10.7)

The Contractor's tendered percentage addition to costs of labour (If negative, blank or less than 35%, read as 35%)	%
The Contractor's tendered percentage addition to costs of labour shall include all costs incurred by the Contractor (excluding VAT) for those workers engaged on additional or substituted work required as a result of a Compensation Event, that are additional to the basic hourly rate of pay for the relevant category of worker in an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015. It shall include (but not be limited to) the following components of cost: All costs incurred with meeting legal requirements (including but not limited to PRSI), pension contributions, death in service contributions, sick pay contributions; and Plus Rates; and Allowances; and overheads; and profit and loss of profit. Plus Rates A Plus Rate is the balance remaining when the basic hourly rate of pay for the relevant category of worker under an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015 is deducted from the basic hourly rate of pay paid to a worker in accordance with the workers terms and conditions of employment. It does not include Allowances. Allowances Allowances are payments made to workers that are additional to the basic rate of pay paid to a worker and may include (but not limited to): (a) any bonuses, productivity, incentive or other bonus; (b) any special allowances particular to the category of worker (such as tool money); (c) overtime; (d) unsocial hours working and Sunday working; (e) sick pay and public holiday and annual holiday pay; (f) absences due to training; (g) travelling time; (h) subsistence (such as country money); (i) any other payments not included in the foregoing.	
The Contractor's tendered percentage addition to costs of materials (If negative or blank, read as 0%)	%

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The Contractor's tendered percentage addition/deduction to costs of plant <i>(A deduction of more than 50% will be read as a deduction of 50%. If the entry is blank it will be read as 0%)</i>		%
The tendered percentage addition for costs of materials and the tendered percentage addition/deduction for costs of plant provided shall include on-costs, overheads and profit, and exclude VAT.		

Note: The tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant provided above does not apply to named Specialists' Works. Where additional or substituted work, or part thereof, includes named Specialists' Works, and a valuation is determined in accordance with Sub-clause 10.6.4 that valuation, or part thereof, shall be based on the tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant as tendered by the respective named Specialist.

Tendered rate of delay costs (only if the Schedule, part 1K states that Sub-clause 10.7.1 (2) applies)		
The Contractor's tendered rate of delay costs is <i>(If left blank, or stated as a negative value, read as zero.)</i>	€	excluding VAT per Site Working Day.

If part 1K states that separate rates are to be tendered for separate periods or parts of the Works, the Contractor's tendered rates are as follows:

Period or part of the Works (part 1K)	Tendered Rate
■	€.....per Site Working Day
■	€.....per Site Working Day
■	€.....per Site Working Day
■	€.....per Site Working Day

Note: The tendered rate of delay costs provided above do not apply to named Specialists' Works. The amount that may be added to the Contract Sum for delay costs in accordance with sub-clause 10.7 (where sub-clause 10.7.1 (2) applies) shall take account of the tendered rate of delay costs for named Specialists' Works to the extent that named Specialists' Works are subject to an extension to the Date for Substantial Completion of the Works that is a result of a Compensation Event under the Contract between the Employer and Contractor

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SCHEDULE

PART 3 (Completed by the Employer after Tender and prior to issue of the Letter of Acceptance)

A Project Board (Sub-clauses 4.15)

<i>The Employer and Contractor shall only propose the number of Project Board members permitted in Part 1A of this Schedule.</i>
<i>The Parties shall agree at a preliminary meeting of the Project Board the format and procedure by which all disputes referred to it shall be reviewed and agree the schedule of standing meeting dates. The preliminary meeting shall be held prior to the Starting Date. Each Party shall appoint a single point of contact as notified to the other Party from time to time. The Project Board shall meet at least every 60 days, unless otherwise agreed in accordance with Clause 13.1.2 of the Contract.</i>
<i>Where there is a Standing Conciliator appointed, they shall chair the Project Board meetings. The Standing Conciliator shall chair the Project Board meetings independently and shall not attend as a representative of either of the Parties.</i>

The names and details of the Employer's members of the Project Board must be entered below prior to issue of the Letter of Acceptance.

The Employer's members of
the Project Board:

Member 1:

Relationship to the Employer's organisation:

Member 2:

Relationship to the Employer's organisation:

Member 3:

Relationship to the Employer's organisation:

Note: A minimum of 1 member and a maximum of 3 members, depending on project value and complexity, must be named by the Employer. At least 1 member must hold a construction related role within the Employer's organisation or have construction related qualification or a construction related background which could be described as relative to the project description. For the purposes of membership of the Project Board external consultants to the Employer may be named for membership of the Project Board. All Project Board members must have the capacity and authority to negotiate agreements that will be binding on the Party that they represent.

Note: Neither the Employer's Representative nor any design team member, or their employees, may be named as a member of the Project Board nor may they attend the meetings of the Project Board unless requested to do by the Project Board. No Employer's member of the Project Board may be subordinate within the reporting structure of the project to the Employer's Representative.

The names and details of the Contractor's members of the Project Board must be entered below prior to issue of the Letter of Acceptance.

The Contractor's members of
the Project Board:

Member 1:

Relationship to the Contractor's organisation:

Member 2:

Relationship to the Contractor's organisation:

Member 3:

Relationship to the Contractor's organisation:

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Note: At least 1 member must hold a construction related role within the Contractor's organisation or have construction related qualification or a construction related background which could be described as relative to the project description. For the purposes of membership of the Project Board external consultants to the Contractor may be named for membership of the Project Board. All Project Board members must have the capacity and authority to negotiate agreements that will be binding on the Party that they represent.

Note: The Contractor's Representative may not be a member of the Project Board nor may they attend the meetings of the Project Board unless requested to do so by the Project Board. No Contractor's member of the Project Board may be subordinate to the Contractor's Representative within the reporting structure of the project.

B Named Specialists (Sub-clauses 5.4)

Category of Specialist ¹	Name and contact details of Specialist	Specialist Contract Sum	Contractor's tendered percentage addition ³
			%
			%
			%
			%
			%
			%
			%
			%

Note 1: The category of Specialist inserted above must match that inserted at Schedule Part 1F(iii)

Note 2: The Specialist Contract Sum shall be entered here in all cases. No Reserved Sums may be entered as the Specialist Contract Sum must be known before issue of the Letter of Acceptance to the Contractor

Note 3: The Contractor's tendered percentage addition generates the Contractor's profit on each of the named Specialist's Sums. It is inserted in the Pricing Document by the Contractor at Tender Stage. The Contractor's tendered percentage addition is to be inserted above by the Contracting Authority. Where the tendered percentage addition is less than zero in the Pricing Document it shall be read as zero and inserted in the Schedule Part 3B as zero. When the Contractor's tendered percentage addition is to be taken into account for adjustments to the Contract Sum, in accordance with sub-clause 10.6 of the Conditions, the figures inserted in the Schedule Part 3B shall be used.

C Conciliation, Adjudication and Arbitration (Sub-clauses 13.2, 13.3 and 13.4)

[Insert name and details of Standing Conciliator here once appointment has been agreed] Name: Address: Contact Details:

Appendices to Clause 15 Price Variation

Appendix 4 to Clause 15 Price Variation

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

Works		Percentage of Contract Sum
(a)	Labour	31%
(b)	Materials	57%
(c)	Fuel	2%
(d)	Non-Adjustable Overheads	5%
(e)	Plant	5%
Total		Must equal 100%

PART 2 PERMITTED INCREASE THRESHOLD

The Permitted Increase Threshold is	6%
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Appendix 5 to Clause 15**INDICES AND WEIGHTINGS FOR MATERIAL CATEGORIES AND FUEL CATEGORIES****Part 1: Material Categories Indices and Weightings**

In respect of the Material Categories identified below, the following weightings apply and (the total of such weightings shall amount to a factor of one (1)).

	Weighting	Material Category	
(1)	0.04	Stone, sand and gravel <i>of which</i>	
(1.1)		0.03	Stone
(1.2)		0.01	Sand and Gravel
(2)	0.01	Cement	
(3)	0.05	Ready Mixed Mortar and Concrete	
(4)	0.05	Concrete Blocks and Bricks	
(5)	0.04	Other Concrete Products including precast	
(6)	0.16	Structural Steel and Reinforcing Metal <i>of which</i>	
(6.1)		0.08	Structural Steel <i>of which</i>
(6.1.1)			0.07 Fabricated Metal
(6.1.2)			0.01 Other structural steel
(6.2)		0.04	Reinforcing Metal
(6.3)		0.04	Other Steel Products
(7)	0.05	Rough Timber (including plain sawn) <i>of which</i>	
(7.1)		0	Hardwood
(7.2)		0.05	Softwood
(8)	0.06	Machine treated timber <i>of which</i>	
(8.1)		0.03	Wooden Windows and Doors
(8.2)		0.03	Other treated timber
(9)	0.05	Bituminous macadam, asphalt and bituminous emulsions <i>of which</i>	
(9.1)		0.05	Bituminous macadam and asphalt
(9.2)		0	Bituminous emulsions
(10)	0.1	Electrical Fittings <i>of which</i>	
(10.1)		0.01	Lighting Equipment
(10.2)		0.9	Protection and Communication Equipment
(11)	0.39	All other materials <i>of which</i>	
(11.1)		0.07	Plumbing Materials including Sanitary ware
(11.2)		0.04	HVAC (Heating and Ventilation Equipment)
(11.3)		0.03	Insulating Materials

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	Weighting	Material Category	
(11.4)		0.02	Pipes and Fittings <i>of which</i>
(11.4.1)			0.02 PVC
(11.4.2)			0 Copper
(11.5)		0.04	Plaster
(11.6)		0.01	Paints, oils and varnishes
(11.7)		0.01	Glass
(11.8)		0.08	All other metal fittings
(11.9)		0.09	All other products
Total	Must equal 1.00		

The index for each Material Category is the corresponding index in Table 3 Detailed Wholesale Price Indices (excluding VAT) for Building and Construction Materials published by the CSO.

(CA NOTE: When Contracting Authorities elect to assign a weighting to a sub-category within any of the main categories 1 to 11 (i.e. those in bold text in the above table), the aggregate sum of any sub-weightings in a main category **must** equal the weighting allocated to the main category.)

For Example:

(1)	0.4	Stone, sand and gravel <i>of which</i>	
(1.1)		0.3	Stone
(1.2)		0.1	Sand and Gravel

Part 2: Fuel Categories Indices and Weightings

In respect of the **Fuel** Categories identified below the following weightings, (the total of such weightings shall amount to a factor of one (1)) and indices apply.

	Weighting	Fuel Category	Index
(1)	0.8	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)	0.2	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	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)
Total	Must equal 1.00		

Part 3: Labour Categories and Weightings

In respect of the **Labour** Categories identified below the following weightings, (the total of such weightings shall amount to a factor of one (1)) apply.

	Weighting	Sectoral Employment Order applicable to workers in the
(1)	0.68	Construction Sector (as defined in the applicable sectoral employment order)
(2)	0.17	Mechanical Engineering Building Services Contracting Sector (as defined in the applicable sectoral employment order)
(3)	0.15	Electrical Contracting Sector (as defined in the applicable sectoral employment order)
Total	Must equal 1.00	