

Proposed Climate Action and Fabric Defects Works at St. Mary's Primary School

at

**Youghal Road,
Dungarvan,
Co. Waterford,
X35 TN99.**

FORM OF TENDER

(incl. Schedule)

(Volume B)

(Ref. 26/108/Volume B)

July 2026



Mary Harrington Architects.

The Pines,
Ballyduff East,
Kilmeaden,
Co. Waterford.
Tel / Fax: 051 384847

**FORM OF TENDER (VOLUME B)
(incl. Schedule)**

for

**PROPOSED CLIMATE ACTION AND
FABRIC DEFECTS WORKS**

to

ST. MARY'S PRIMARY SCHOOL,

at

**YOUGHAL ROAD,
DUNGARVAN,
CO. WATERFORD,
X35 TN99.**

JULY 2026

Prepared by:

Mary Harrington Architects,
The Pines,
Ballyduff East,
Kilmeaden,
Co. Waterford.
Ph: 051 384847

INDEX

Instructions to Tenderers

Form of Tender and Schedule

INSTRUCTIONS TO TENDERERS

1. Means of tender submission to be as identified on the letter enclosing the tender documents and as outlined in ITT document, no later than the deadline stipulated.
2. The submission of a tender implies the agreement of the Contractor to enter into a formal contract with the Employer.
3. The Tenderer's Attention is drawn to note that the Short Form of Contract is a Drawings and Specification Contract. That is, what is shown on the Drawings and the Detailed Specifications are to be included in the Tender Sum.
4. The lowest or any tender submitted will not necessarily be accepted by the Contracting Authority. No Contractor will be remunerated for any cost or expense which he may have incurred in the making up of his tender.
5. The Contractors attention is drawn to the fact that the form of building contract shall be the current standard Dept. of Finance prepared "Short Public Works Form of Contract (PW-CF6)" published on the date 10 days before the latest date for submission of tenders (disregarding any amendments posted on that date).
6. The Contractors attention is drawn to the fact that this is a fixed price Tender.
7. The priced Schedule of Work as priced by the tenderer must accompany this Form of Tender.
8. Time will be of the essence of the Contract, and the Contractor must complete the works within the time stated, subject to the Conditions of Contract.
9. The contract duration of the project is 77 calendar days.
10. The estimated start on site will be mid-August 2026.
11. The tenderer's offer must remain open for acceptance for a period of 90 days from the date set for the receipt of tender.
12. Please note that Tenders are to be priced in EUROS (€).
13. Failure to fully complete this form of tender may invalidate your tender.
14. Any unauthorised amendments or qualifications to the Form of Tender or any other Tender Document such as Specification changes, changes to the Conditions of Contract or qualifying slips/notes attached to the Form of Tender or any other Tender Document must be withdrawn – failure to do so may result in the Tender being disqualified.
15. Where qualifications have been attached to all or some of the Tenders submitted and the Tenderers have refused to withdraw their qualifications, the Client, in order to secure the most economically advantageous price, reserves the right to deal with the most acceptable offer submitted.
16. Should there be any doubt as to the meaning of any clause or description, in the Specification or Form of Tender or as to anything shown or described in the drawings or tender package the Contractor should refer same in writing to the Architect not later than five working days before the latest date of lodgement of the tenders. All queries received,

together with an official ruling on the points raised, will be circulated to all Contractors tendering.

17. It should be noted that there is no contingency sum for these works and that any items which the Contractor deems to be necessary to complete the works as described are to be included. Any additional items which the Contractor feels have been omitted from the documentation are to be notified to the Architect during the tender stage.

18. The following will not be considered:

- Tenders received after the date and time stipulated

Tenders qualified by the addition of slips or alterations of any of the tender documentation.

FORM OF TENDER AND SCHEDULE

Tender and Schedule

for

The Project

Proposed Climate Action and Fabric Defects Works at St. Mary's Primary School, Youghal Road, Dungarvan, Co. Waterford, X35 TN99.

using the

Short Public Works Contract

Short Public Works Contract
Document Reference FTS6 v1.7
06 November 2025

© 2025 Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

Published by: Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation
Government Buildings
Upper Merrion Street
Dublin 2

FORM OF TENDER

To	<i>The Employer</i>	The Chairperson of the Board of Management
	<i>Address of Employer</i>	St. Mary's Primary School, Youghal Road, Dungarvan, Co. Waterford, X35 TN99.
	<i>For the attention of¹</i>	Ms. Ann-Marie Rossiter
	<i>Regarding²</i>	Proposed Climate Action and Fabric Defects Works at St. Mary's Primary School, Youghal Road, Dungarvan, Co. Waterford, X35 TN99.
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) 90⁵ 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.

Is sinne, le meas

Signature of authorised person

Name in capitals

Title

On behalf of

Tenderer's name in full

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

Postal address	
In the presence of	
Name of witness	
Signature of witness	
Witness's occupation	
Witness's address	

TENDER ACCEPTED

Signed on behalf of the Employer⁶

Signature of an officer authorised to sign contracts on behalf of the Employer	
Name in capitals	
Title	
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.
FTS6 v1.7 06/11/2025

SCHEDULE

Clause

1.1	Employer's Representative	Ms. Mary Harrington, Mary Harrington Architects, The Pines, Ballyduff East, Kilmeaden, Co. Waterford, X91 N6D8
	Time for Completion	77 days, starting on the day this Contract comes into effect or as stated in another contract document ar Days
1.3	Other documents in the Contract	All drawings, specifications, works requirements and pricing schedule and documents listed and issued to Tendering Contractors
1.10	Performance Bond	is not required The amount of the performance bond is to be 10% ⁷ of the Price (as stated in the accepted tender) up to issue of the certificate of the date that the Works are substantially complete, and 5% ⁸ of the Price (as so stated) for the subsequent period stated in the form of bond.
2.6	Rate of liquidated damages	€500 per day
2.8	Weather station	Cork Airport
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.	€6,500,000 for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.)
	Minimum indemnity limit for employer's liability insurance	€13,000,000 for any one event
10.4	Maximum levels of excess for	
	■ insurance of the Works and goods and materials for the Works	€2,500
	■ public liability	€6,500 ⁹

⁷ If no percentage specified, 10% applies.

⁸ If no percentage specified, 5% applies.

⁹ If no amount stated, €6,500 applies

Tender & Schedule for Public Works Short Form of Contract

■ employer's liability

€6,500¹⁰

12.3 Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12.2 does not apply, and Employer appoints another contractor within 12 months.

4%

14 Project Supervisor Contractor is to be appointed as Project Supervisor for the Construction Stage.

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

17.1 Subject to clause 17.2 of the Conditions, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated here¹¹.

€[] ([] euro)

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

Table 1A ("All Materials" category only) applies

¹⁰ If no amount stated, €6,500 applies

¹¹ If no sum is stated, the applicable amount is an amount equal to the Price.

APPENDIX 3 to Clause 18

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

Element	Percentage of Price
Materials	37.5
Fuel	7.5
Non-Adjustable Overheads	10
Plant	10
Labour	35
Total	Must equal 100%

PART 2: PERMITTED INCREASE THRESHOLD

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

The Permitted Increase Threshold is	4%
-------------------------------------	----

APPENDIX 4 to Clause 18**INDICES AND WEIGHTINGS FOR MATERIAL AND FUEL CATEGORIES**

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

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

Table 1A: “All Materials” Category only

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

OR**Table 1B: Material Categories**

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

Table 2: Fuel Categories

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

Category Number	Weighting	Fuel Category	Index Figure
1	0.75	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	0.20	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	0.05	Gas Oil (other than autodiesel)	The index for the category “Gas Oil (other than autodiesel)” in Table 5 Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry) for Gas Oil (other than autodiesel)
Totals	Must equal 1.00		