

St. Oliver's CC – EWS 2026 – Building
Management System, Heating, Cold Water
Services and Roof Replacement Project,
Drogheda,
Co. Louth

Volume A: Works Requirements

Date: July 2026

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1 WORK REQUIREMENTS

1.1 PRELIMINARY PARTICULARS

1.2 NAME, NATURE AND LOCATION OF THE WORKS

1.2.1 Name

St Olivers CC – EW2026

1.2.2 Nature

The nature of the Works is a plant room upgrade at the above-mentioned site.

1.2.3 Location

The site location is off the Rathmullen Road, Drogheda, Co. Louth. A92 D766

1.3 GENERAL DESCRIPTION OF THE WORKS

The works include the upgrade and replacement of key mechanical, electrical, and building fabric elements within the school to improve efficiency, reliability, and safety.

A new Building Management System (BMS) is to be installed to provide enhanced monitoring and control of the heating and mechanical services, allowing improved energy management and operational efficiency. Existing heating circuit pumps to be replaced with new high-efficiency pumps to improve system performance and reliability.

The cold water services (CWS) to be upgraded through the installation of a new CWS storage tank and associated booster pump set, ensuring improved water pressure, storage capacity, and compliance with current standards.

Thermostatic radiator valves (TRVs) to be installed on selected radiators throughout the school to allow local temperature control, improve occupant comfort, and reduce energy consumption.

Builders' works includes the removal of the existing steel hopper lid roof and the installation of a new flat roof system, incorporating modern waterproofing materials to improve weather resistance, durability, and longevity of the structure.

All works to be carried out to minimise disruption to the school environment and in accordance with relevant regulations and best practice standards.

1.4 NAMES AND ADDRESSES OF THE EMPLOYER AND CONSULTANTS

Funding Authority: Louth and Meath ETB (LMETB)

Contracting Authority / Louth and Meath ETB (LMETB)

Client / Employer: Louth and Meath ETB (LMETB)

The Employer's Representative is: Semple & McKillop Consulting Engineers,
Monaghan Road, Castleblayney, Co. Monaghan

The Building Services Engineer is: Semple & McKillop Consulting Engineers,
Monaghan Road, Castleblayney, Co. Monaghan

Project Supervisor (Design) is: Semple & McKillop Consulting Engineers,
Monaghan Road, Castleblayney, Co. Monaghan

Project Supervisor (Construction) will be: Contractor appointed to carry out the works.

All queries pertaining to this tender competition should be directed to the following:

Name: **Semple & McKillop Consulting Engineers**
Address: Unit 6, Drumillard Retail Park,
Monaghan Road
Castleblayney
Co. Monaghan

Phone: 00353 (0)42 974 9570
Fax: 00353 (0)42 974 9909
Email: christophermcginnity@semplemckillop.com

1.5 VISITING THE SITE

The site may only be visited by arrangement with:

Name: Evelina Udevenkovaite (LMETB)
Email: EUdevenkovaite@lmetb.ie

2 TENDER PROCEDURE

2.1 INTRODUCTION

The Employer or their appointed ER issued letter on invitation inviting suitable mechanical contracting applicants to submit a tender for the project.

The terms “Candidate” or “Contractor” are used for an individual bidder, legal partnership, consortium, or any other type of joint venture where such a consortium or joint venture comprises a legal entity for the purpose of this project. The “Candidate” shall be a registered Electrical Contractor with RECI or ESSCA or other organisation which has the capacity within its organisation both to project manage and to carry out works of a similar size and complexity. Such a legal entity shall be jointly and severally liable for the provision of the overall service, and all parties to this legal entity shall be required to sign all Contractual documents. The project management resources and skills must be available from within the resources of the candidate and shall not be sub-contracted.

The Contracting Authority reserves the right to terminate the tender competition process at any time. The Contracting Authority also reserves the right to procure this project by alternative means if it appears that the project can be thereby more advantageously procured. The lowest or any tender will not necessarily be accepted.

The Contracting Authority reserves the right to terminate, amend or vary the procurement process by notice in writing. Under no circumstances will the Contracting Authority or its appointed advisors be liable for any costs or expenses incurred by candidates as a result of participating in this procurement process.

2.2 FREEDOM OF INFORMATION LEGISLATION

Cavan Monaghan ETB undertakes to use its best endeavours to hold confidential any information provided by the tenderer subject to the Board of Management’s obligations under law, including the Freedom of Information Act, 1997 and its amendments. Should the tenderer wish that any of the information supplied by him with the tender submission should not be disclosed because of its sensitivity he should, when providing the information, identify same and specify the reasons for its sensitivity. The Board of Management will consult with the tenderer about this sensitive information before making a decision on any Freedom of Information request received.

If the tenderer considers that none of the information supplied is sensitive, he shall make a statement to that effect. Such information may be released in response to a Freedom of Information request.

2.3 PUBLICATION OF TENDER INFORMATION

Tenderers are advised that the Employer is obliged to circulate the name and address of the Contractor awarded the work, the type of work involved and the address of the site to a nominee of the Irish Congress of Trade Unions (ICTU).

Submission of a tender shall be deemed to confirm the tenderer's acceptance that he agrees to the circulation by the Board of Management of the above information. Any tender which is accompanied by a statement stating or implying that the tenderer does not agree to the release of the above information shall be deemed to have been qualified and may be treated as an invalid tender.

2.4 LOWEST OR ANY OTHER TENDER

The Employer shall not be bound to accept the lowest or any other tender.

In the event of the Employer deciding to accept a tender the Contract shall be awarded on the basis of the lowest priced suitable tender (suitability refers to such items as capacity, organisation, experience, performance on previous contracts, financial standing relative to the Contract and compliance with any specifications or quality standards laid down for the Contract).

Tenderers shall not be reimbursed for the costs incurred in tendering.

3 DOCUMENTS

3.1 TENDER DOCUMENTS

3.1.1 Documents to be Considered

The following will be deemed to form the tender documents required to be submitted.

- Form of Tender
- Pricing Document
- Signed copies of any subsequent tender addendums

Other documents which are included as part of the Tender documentation are as follows:

- Letter of Invitation to Tender
- Works Requirements

3.1.2 Pricing Document Provided to Tenderers

The work is NOT measured in accordance with the Agreed Rules of Measurement or any other Standard Method of Measurement.

The Specification and Schedule require the tenderer to price any work believed necessary for the execution of work described or drawn (or which might reasonably be inferred there from as being included) which has not been specifically included in the Schedule of Rates. Any items the tenderer wishes to include must be described, quantified and rated in detail.

3.1.3 Currency

All prices and rates shall be deemed to be denominated in EUROS.

3.1.4 Unpriced Items

Any item left un-priced shall be deemed to be included for in the tender and the cost of the item shall be deemed to be spread across and included in the rates generally.

3.1.5 Scope of the Work and Adequacy of Tender

The tendering contractor shall be responsible for assessing the extent of the work required after visiting the site, examining the tender documents and being briefed on the extent of the works (where such a briefing is provided). The tender sum submitted shall be deemed to cover the cost of carrying out all work either shown or described or which might reasonably be inferred as being intended for execution together with all associated costs including temporary works.

The Contractor shall be deemed to have visited and inspected the site and the buildings to be worked on and to have assessed all local circumstances likely to affect the execution of the Works before preparing his tender.

Allowances for waste and standing time shall be deemed to be included in the rates, as shall contractor's overheads and profit.

3.1.6 Errors in Tenders

In the event of non-arithmetical errors being found in a tender the tenderer shall be informed of the errors and asked to formally confirm or withdraw the tender. If the tender is confirmed, a signed endorsement shall be attached to the tender stating that all rates or prices (except Preliminary Items) are to be regarded as having been reduced or increased appropriately. Where the tenderer refuses to confirm the tender the Employer may treat the tender as being invalid.

In the event of arithmetical error(s) being discovered in a tender, or in any supporting documentation submitted to the designated receiver of tenders for the project prior to the latest time set for the submission of tenders, the Employer will allow correction of the error(s) by the tenderer provided that the original tender sum is adjusted to reflect the full effect of the correction. In the event of a tenderer partially correcting an arithmetical error then the revision shall be deemed to be a retender and both the original and revised tenders shall be deemed to be invalid and shall be passed over. Arithmetical errors discovered in supporting tender documentation which is submitted by or on behalf of the tenderer after the latest time set for the return of tenders will be treated as 'non-arithmetical errors' in accordance with the procedure set out in the first paragraph of this Clause.

3.2 FORM OF CONTRACT

3.2.1 New Form Traditional Contract

The Conditions of Contract will be:

PW-CF6 – SHORT PUBLIC WORKS CONTRACT FOR CIVIL ENGINEERING AND BUILDING WORKS DESIGNED BY THE EMPLOYER, as published by the Department of Finance. The agreement form is to be agreed prior to Contract Signing. The Contract and Agreement Forms can be seen in the Appendices.

The Successful Candidate will be required to enter into a formal contract with the Contracting Authority in the exact form of contract attached in the Appendices, un-amended, other than the filling in of blanks.

No amendments to the form of Contract in the Appendices will be accepted and any qualifications and / or exclusions proposed by the Candidate as part of their tender return may invalidate the Candidate's tender and exclude the Candidate from the tender process.

If, as a result of queries, requests or proposals raised by Candidates; any discussion or other communication between the Contracting Authority and / or the Employer's Representative and a Candidate; developments in the Project, the market, guidance and / or applicable Laws; or any other reason whatsoever, the Authority is of the opinion that a clarification of, amendment to, or additional information in respect of, the Invitation to Tender and / or contract is required to be issued then the Authority will be entitled to make any such clarification of and / or amendment to Tender Invitation Documents at any time during the Tender period.

3.2.2 Contract Date, Starting Date and Date for Substantial Completion

The period allowed to the Employer to provide the Contractor with access and use of the site, as required by Clause 2.1 of the Conditions of Contract, shall be 5 working days from the Contract coming into effect (5 days allowed if number of days not entered). The Contractor shall start constructing the Works on site within 5 working days of the date that access is allowed, unless another date is agreed between the parties, and complete the Works within the time for completion.

The work shall be completed within the time stated on the SCHEDULE

3.2.3 Contracting Parties

The details of the Contracting parties are as detailed in Form of Tender.

3.2.4 Collateral Warranties

Collateral Warranties are not required to be executed.

3.3 PROJECT SUPERVISOR APPOINTMENTS

The successful Candidate is to appoint competent persons as Supervisor for the Construction Phase (PSCS) in accordance with the current Health & Safety Legislation, with particular regard to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and the Health & Safety Act 2005.

The successful Candidate shall execute or procure the execution of the Agreement for the Appointment of Project Supervisor for the Construction Stage of the works (pursuant to the provisions of the Safety, Health and Welfare at Work (Construction) Regulations 2013 and The Health & Safety Act 2005) in the exact form set out in the Appendices of the Works Requirements.

3.4 CONFLICT BETWEEN DRAWINGS AND SPECIFICATION

Attention is drawn to the provision of Clause 1.4 of the Conditions of Contract, dealing with discrepancies between Contract documents. Tenderers will be deemed to have fully assessed all documents provided and, in the event of there being discrepancies between them, the Contract Sum will be deemed to include for the most expensive of the alternatives required. The discrepancies will be resolved by the Employer's Representative in accordance with Clause 1.4. All apparent discrepancies shall be raised with the Employer's Representative before the Contractor orders materials or commences work.

4 THE SITE INCLUDING RESTRICTIONS AND OBLIGATIONS

4.1 GENERAL

4.1.1 Site Boundaries

The Contractor will be required to keep his building operations within the boundaries of the site. He shall erect and maintain sufficient hoarding / fencing to protect the site as necessary.

Candidates are to allow for the installation and ongoing maintenance of all gates, hoardings, lighting and all other items necessary to secure the works.

All hoardings must meet the requirements of the Employers Representative.

The Contractor shall provide for all watching, lighting and hoarding etc. necessary for the protection of the public, the site and the works against trespass and interference etc.

4.2 MEANS OF ACCESS

Access into the site will be provided.

4.3 RESTRICTIONS ON ACCESS

Access to the work on site may be restricted by the Employer with regard to approaches and working areas.

The Contractor is to ensure that no damage is caused due to delivery of materials or removal of rubbish. The Contractor is entirely responsible for any damage due to his failure to comply with the above.

The contractor shall be responsible for the maintenance and upkeep of the road and entrance to the site and shall at all times leave the school "clean for use" and leave all roads free and unobstructed for the use of the public.

The contractor will be required to brush and hose down the public roads and footpaths at regular intervals as instructed by the ER.

4.4 SITE COMPOUND / MATERIAL STORAGE / SET-DOWN AREA

Candidates should allow in their tender for the provision of all necessary hard standing for site compounds, material storage areas and set-down areas, including all maintenance, repair, relocation as necessary during the works and removal on completion.

4.5 CAR PARKING

Car parking will only be permitted within the site boundary as agreed with the Employer and Employer's Representative.

4.6 EXISTING SERVICES

The Contractor will be expected to undertake investigations with regard to all existing services on taking possession of the site.

The Contractor shall protect, uphold and maintain all pipes, ducts, walls, underground or overhead cables, etc. encountered during the execution of the Works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith.

The Contractor shall maintain any live services such as drainage runs on the existing site during the course of the works and allow for all associated costs. The Contractor shall locate and make safe all existing live services within the boundaries of the site as directed.

4.7 LIMITATIONS ON USE

Do not use the site for any purpose other than carrying out the works.

Access to the site shall be restricted and controlled by the Contractor. The contractor must include for all associated costs with managing such operations.

Site working hours will be subject to compliance with statutory and local authority requirements. The site may have restricted access outside of normal working hours. Candidates should assume normal Construction Industry working hours for the tender.

The shared access road must be kept clean at all times. It is the responsibility of the contract to keep the road free of mud and debris.

4.8 PROTECTION OF THE WORKS

Provide for carefully covering and protecting the works at all times against damage from inclement weather, impact or any other cause. The contractor shall provide waterproof and frost proof coverings, temporary shelters, temporary drainage, pumping and any other necessary protection for this purpose.

The Contractor's attention is drawn to the necessity to provide adequate protection to all new works.

The Contractor will be deemed to have included in his tender for the provision of temporary coverings and weatherproofing wherever the trenching is opened to the weather.

Prevent damage to existing flooring, ground surfaces, buildings, fences, gates, walls, roads, services, sewer pipes, tanks etc, paved areas and other site features, which are to remain in position during execution of the Works.

4.9 CLEARING OF SITE

On completion of the works and as and when directed by the Employer's Representative, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a neat condition to the satisfaction of the Employer's Representative.

4.10 CLEANING

The Contractor shall be deemed to have included in his tender for thoroughly cleaning the site on completion of the work. All rubble, plant and materials shall be removed and any areas of the site damaged shall be reinstated at the Contractor's expense.

In the event of the Contractor failing to comply with the above requirements the Employer shall retain a specialist company to carry out this work in accordance with the procedures set out in the Conditions of Contract. The cost shall be charged to the Contractor and shall be deducted in the calculation of the amount owed to the Contractor.

All work completed shall be protected against damage.

4.11 WASTE MANAGEMENT

Materials (rubble, Waste, etc.) removed/disposed of from the site shall unless expressly stated otherwise be removed from site and disposed of at a tip/waste facility to be provided by the Contractor. The Contractor shall ensure that all waste is removed from site by approved waste disposal contractors, to approved facilities. Details of the final destination of all waste shall be furnished to the Employer's Representative quoting the reference number of the Waste Collection Permit issued under the Waste Management (Collection Permit) Regulations 2007 and Waste Management (Collection Permit) (Amendment) Regulations 2016.

The Contractors attention is drawn to the document "Best Practice Guidelines for the Preparation of Waste Management Plans for Construction and Demolition Projects". The Contractor shall take these guidelines as mandatory and include in his tender for complying with them in full.

The Contractor shall at all times maintain on site a waste skip, or skips, appropriate to the work being undertaken from time to time. Skips shall be properly protected against wind dispersal of materials therein, clearly marked to avoid creation of a hazard either by day or night, removed and replaced whenever filled.

4.12 DISBURSEMENTS ARISING FROM THE EMPLOYMENT OF WORKPEOPLE

Provide for all costs in respect of all workmen for:

- Pay Related Social Insurance Contributions
- Pensions
- Annual and Public Holidays
- Travelling time, expenses, fares and transport
- Guaranteed time
- Non-productive overtime and other expenses in connection with overtime
- Incentive and bonus payments
- Sick Pay Disbursements
- Country Money, Subsistence Payments
- FAS Levy
- Redundancy Scheme
- Tool Money
- Any other disbursements arising from employment of labour

It is a condition precedent to the award of this contract that the Contractor and Sub-Contractors shall be a fully paid up members of the CIF Pension/Sick Pay Scheme. Before the awarding of this contract, evidence of membership will be sought from the Contractor.

Every possible means must be availed of on the part of the Contractor and his Foreman in charge of the Works to ascertain that the clauses in the General Conditions of Contract with reference to Trade Union and Local Labour are complied with.

The Contractor shall be a fully paid up member of the CIF Pension and Mortality Fund or an equivalent benevolent fund.

All workers employed by the Contractor and his Sub-Contractors shall be registered for and paying Pay Related Social Insurance.

The Contractor and his sub-Contractors shall, where appropriate comply in all respects with the terms of the Worker Protection (Regular Part-time Workers) Act 1991 and the Social Welfare (Employment of Inconsiderable Extent) (no. 2) Regulations, 1991 (S.I. NO 72 of 1991) updated to date of tender.

Contractors tendering for the work will be deemed to have satisfied themselves as to the conditions obtaining in the district with regard to recruitment of labour, both skilled and unskilled. They shall include in their tenders if, and as necessary, for the payment of country money, travelling time, overtime demanded or any other special conditions that may affect the cost of labour during the execution of the Contract. No claim in respect of increased costs of labour will be allowed under the Price Variation Clause in the Contract as this it is envisaged that the 30 month fixed price period will not be exceeded.

Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work be recruited from the local offices of FAS to the extent that the total labour requirement of the contract exceeds the Contractor's core workforce.

4.13 SPECIFIC SITE RULES AND REGULATIONS

4.13.1 Advertising Rights

Erection by the Contractor of temporary or permanent advertisements will not be permitted within the site or on the site boundary without prior permission from the Employer's Representative(s).

4.13.2 Noise

In order to comply with the adjoining properties and occupants rights to quiet enjoyment of their building and to keep any disruption to a minimum, advanced notice must be given where the noise levels will cause disruption.

The works shall be carried out in such a way as to cause the minimum of inconvenience to the general public and the neighbouring residents.

The statutory requirements relating to control levels of noise of the works must be strictly observed (see BS8233). The acceptable internal noise level between 8am to 6pm is restricted to 55dB(A), unless this is amended by a future planning condition.

Note: Work above 55dB (A) will have to be undertaken outside normal working hours which will have to be included in the tender sum.

External Noise Levels - See the National Road Schemes (table 1, Maximum permissible noise levels at the facade of dwellings during construction) which indicates the maximum permissible noise levels at the facade of dwellings during the construction period. The NRA stipulates that: "these values are indicative only, it may be appropriate to apply more stringent limits in areas where pre-existing noise levels are low". All sound measurements should be carried out in accordance with ISO Recommendations R1996/1, 2 & 3, 'Description and Measurement of Environmental Noise' as appropriate. "With regard to construction activities, reference will be made to BS5228: Noise control on construction and open sites, which offers detailed guidance on the control of noise & vibration from demolition and construction activities."

The contractor shall not allow vibration to emanate from the site and/or works which may cause a nuisance to adjacent premises.

4.13.3 Dust

The Contractor will be required to minimise air blown dust emitted from the site. This shall include covering skips and slack-heaps, netting of scaffolding, daily washing down of pavements and other public areas, and any other precautions necessary to prevent dust nuisance. Water bowsters should be provided as necessary to control dust levels on site as directed by the Employer's Representative.

The Contractor shall note that smoke, grit, dust, ash, acid spray or liquid droplets shall not be emitted from the premises in such a manner or quantity as to give rise to nuisance to persons in the neighbourhood.

4.13.4 Vibrations

Vibration monitoring - All sound measurements should be carried out in accordance with ISO Recommendations R1996/1, 2 & 3, 'Description and Measurement of Environmental Noise' as appropriate. "With regard to construction activities, reference will be made to BS5228: Noise control on construction and open sites, which offers detailed guidance on the control of noise & vibration from demolition and construction activities.

5 DRAWINGS, SPECIFICATIONS, SCHEDULES AND REPORTS

5.1 PROPRIETARY NAMES

Wherever a proprietary name is used to specify a material or process it shall be deemed to have the term "**or equivalent**" appended to it.

Where a material or process is described by reference to its proprietary name the name is used to indicate the standard of construction, appearance, ease of maintenance and durability acceptable to the Employer's Representative. The Employer's Representative will approve the use of alternatives where such alternatives are shown to equal or surpass the qualities of the product or process specified. Accordingly proprietary names wherever mentioned in the Specification, Schedule of Rates or on the drawings shall be deemed to mean the provision of the named product or process or an approved alternative. Where manufacturers, suppliers or installers of products are NOT identified by name select products that comply in all respects with the specification and, as and when requested, demonstrate such compliance by completing the blank section in the relevant Equipment Schedule.

5.2 INCONSISTENCIES

In the event of there being an inconsistency between figured and scaled dimensions, the figured dimensions shall prevail. All apparent inconsistencies shall be raised with and clarified by the Employer's Representative before the Contractor orders materials or commences work.

6 HEALTH & SAFETY

6.1 SAFETY, HEALTH AND WELFARE AT WORK LEGISLATION AND REGULATIONS

The Contractor shall be deemed to have included in his tender sum for complying with the terms of the above Act and Regulations in force at the designated date. The Contractor shall be deemed to have included for the preparation of Safety Statements and for taking all steps necessary to ensure the safety of all persons likely to be affected by the execution of the Works.

The Contractor shall submit Safety Statements/Health and Safety Plans at the times to be confirmed by the Employer's Representative. They shall identify hazards and risks arising during the course of the Works and specify how it is intended to safeguard the safety, health and welfare of parties likely to be affected.

The Safety Statement shall be updated during the course of the Works to include any further hazards that may arise.

6.2 WORK REQUIRED TO COMPLY WITH SAFETY, HEALTH & WELFARE AT WORK (CONSTRUCTION) REGULATIONS 2013 (SI 291/2013)

The Contractor shall be deemed to have examined the drawings, specification and site of the work and to have included in the tender figure for all additional work or costs required to allow him carry out the work in compliance with the provisions of the Regulations.

6.3 PROJECT SUPERVISOR FOR THE CONSTRUCTION STAGE

The Project Supervisor for the Construction Stage (PSCS) shall be the **Contractor appointed to carry out the Works**. Where a tenderer, or the party proposed for appointment by him, is not deemed competent by the Employer to act as Project Supervisor for the Construction Stage then the tender submitted by that party shall be passed over and deemed invalid.

The tenderer shall, providing they are in a position to do so, complete the enquiry form and declaration of competence attached to this Specification. The person providing the expertise required of a Project Supervisor for the Construction Stage may be either an employee or a consultant retained for the specific purpose. The firm shall not assign the Collateral Agreement without the Employer's written consent.

In the event of the Employer deciding to enter into a contract for the execution of the Works the successful firm shall enter into a contract (the 'Main Contract'), as specified elsewhere. The firm shall also enter into a Collateral Agreement to the Main Contract for the provision of the service of Project Supervisor for the Construction Stage and the performance of the duties outlined in the above mentioned Regulations in consideration of the acceptance by the Employer of the tender, or any modification thereof.

The Form of Collateral Agreement is included in Appendix A to this Works Requirements.

6.4 NOTIFICATION OF THE HEALTH AND SAFETY AUTHORITY (COMMENCEMENT NOTICE)

The AF2 notification of the project to the HSA shall be the responsibility of the Project Supervisor for the Construction Stage.

6.5 SAFETY FILE INFORMATION

On completion of the Works, the Contractor shall hand over to the Employer's Representative for transmission to the PSDP three copies of all information developed or obtained by the Contractor (except for Contract documentation issued to him) and relevant to the preparation of the Safety File for the project.

7 SPECIAL REPORTING REQUIREMENTS

Project Progress Meeting(s) shall/may be held fortnightly for the duration of the works (date and time to be agreed between the Contractor and Employers Representative). Project Progress Meetings shall be chaired and minuted as indicated within the Employers Requirements, with minutes being issued for distribution among the specialists / designers as appropriate.

At each Project Progress meeting, the Contractor shall submit a Project Progress Report detailing the progress of works over the previous two weeks, and a look-ahead programme detailing proposed works over the forthcoming two weeks. The Project Progress Report shall contain, as a minimum, the following sections:

- *Health & Safety*: Report of any notifiable accidents or incidents on site, visits or inspections by any regulatory authorities, and a copy of the Contractor's Site Safety Audits.
- *Progress*: A progress report containing the following:
 - Project Progress Summary, including forecasted completion date.
 - A copy of the Contractors Programme of works, with all tasks marked-up with progress as at the meeting date.
 - A look-ahead detailing the main activities to be undertaken or milestones to be reached during the forthcoming 2 week period.
- *Information Requirements*: An up to date Information Required Register, detailing all Contractor queries.
- *Resources on Site*: A report of the resources (personnel and plant) employed on site over the reporting period.
- *Photographical Records of progress*.
- *Change Order / Instructions Register*: A list of all contract variations instructed / approved to date.

The precise content and format of the Contractors Project Progress Report, and the Project Progress meeting agenda and schedule shall be subject to change at the Employer's Representatives discretion.

8 QUALITY ASSURANCE AND TESTING

8.1 MATERIALS AND WORKMANSHIP

Materials, goods and workmanship are to be of the best quality of their respective kinds and those for which there is an Irish or British Standard or Code of Practice are to comply therewith unless otherwise stated.

The Employer's Representative shall have power to direct the removal of all defective materials from the works by the Contractor.

If required by the Employer's Representative, the Contractor shall provide a copy of any Code of Practice for use by the foreman on site.

Where components or materials are specified to comply with a National Standard, the relevant standard number shall be marked on the commodity or on the delivery docket. Generally, reference to Irish, British or other Standard or Code of Practice do not give the year of issue or dates of amendments and the latest relevant published version including any relevant amendments published at the date of tender shall apply. Where a Standard or Code of Practice has been superseded, the edition current at the date of invitation to tender shall apply. The Contractor shall provide a copy of the Irish Standards Handbook or other relevant codes of practice for use by his supervisory staff.

Where appropriate all materials delivered to the site shall bear the manufacturers name, brand or any other data that may be required to verify the exact nature of the material and relate it to the requirements of the specification. Where applicable materials shall bear the British Standards Certification mark and or the British Board of Agreement Certificate mark.

Work test certificates shall include whenever applicable, the location of the work or the delivery or batch which the sample represents.

Assessment of the quality of materials and workmanship shall be made in the presence of the Employer's Representative or his representative, unless otherwise instructed.

The Contractor shall make available to the Employer's Representative any instruments or other equipment and every assistance that they may require for checking the accuracy and quality of the works.

Unless otherwise specified the accuracy of the work shall comply with B.S.5606.

The Contractor shall be deemed to have included in his price for all items to comply with the specified tolerance as well as completing the works to tolerance of existing structures, finishes and services which currently pertain on site.

8.2 BUILDING REGULATION COMPLIANCE

The Contractor shall certify on completion of the Works that all work carried out by him and his subcontractors is in compliance with the design and that any design work carried out by him is in compliance with the requirements of the Building Regulations. It has been determined that the scope of these Works does not require Certification of Compliance to the Building Control Authority.

8.3 FIRE CERTIFICATION AND MARKING

The Contractor shall, immediately prior to Substantial Completion, certify that the construction work carried out on the contract by him and his workers has been carried out in such a way as to ensure that the integrity of the fire zones within the building has been maintained and that all fire barriers, control elements, coatings and alarm systems have been provided and installed in compliance with the relevant Standards.

All fire resistant coatings such as intumescent paints shall be clearly identified with an engraved plate identifying the designed fire rating and specifying that no paint or other decorative coatings shall be applied to the coating without the prior agreement of the person with maintenance responsibility for the building. The locations for the plates shall be instructed by the Employer's Representative.

9 TAX, PROMPT PAYMENT OF ACCOUNTS AND VALUE ADDED TAX

9.1 TAX CLEARANCE CERTIFICATION

The award of the Contract will be conditional on the selected tenderer being able to produce a C2 certificate or a tax clearance certificate. In the case of a tenderer being from outside the State, he shall be required to produce a statement of suitability from the Revenue Commissioners. A tenderer asked to produce a C2 or tax clearance certificate shall be allowed ten working days to do so after which, should he have failed to do so, he may be deemed to have withdrawn his tender.

The tenderer shall be responsible for all costs incurred by him in obtaining tax free certificates.

9.2 PROMPT PAYMENT OF ACCOUNTS

The provisions of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 concerning the prompt payment of amounts due in commercial transactions shall apply to all sums payable to or by the Contractor or any subcontractors or suppliers for work or items supplied for this project.

9.3 VALUE ADDED TAX

The tender shall be submitted on a VAT exclusive basis. However tenderers shall list separately the items included in the tender amount that are liable for VAT and the appropriate VAT rates (13.5 & 23%) to allow for the calculation of the Employer's total VAT outlay on the contract (To be completed in Appendix A of the Pricing Document). The Employer reserves the right to seek advice from the Revenue Commissioners on the accuracy of the VAT allocations shown and, in the event of a dispute, the opinion of the Revenue Commissioners on the VAT rate appropriate to any item of work shall be final.

During the Contract, payment amounts due to the Contractor shall be invoiced on the following basis:

- (a) the amount due to the Contractor that carries a VAT liability of 13.5% shall be invoiced separately from any other amounts due. This invoice shall be clearly marked with the statement 'VAT ON THIS SUPPLY TO BE ACCOUNTED FOR BY THE PRINCIPAL CONTRACTOR.' The Board of Management shall be acting as Principal Contractor for the Works.
- (b) amounts due to the Contractor that carry no VAT liability, or are liable at rates other than 13.5%, shall be invoiced on a second invoice that identifies amounts due at the various VAT rates (apart from 13.5%), identifies the VAT due at the various rates and states the total amount due for payment.

Applications for payment and valuations of Compensation Events shall identify the items of work that carry a VAT liability at rates other than 13.5%, stating the rate applicable.

Where the cost of any items are VAT exempt or zero rated zero rated for VAT purposes the relevant items shall be itemised and the amount of the liability at this rate shall be clearly identified.

In the event of a VAT liability arising for the Employer on work or services provided by a party not registered for VAT in the Republic of Ireland, the invoices shall be submitted on a VAT exclusive basis and clearly marked to show that all VAT due on the supply will be returned by the Department directly to the Revenue Commissioners. Nonetheless, the Contractor will be required all information required for the calculation of the VAT liability.

10 INSURANCES AND PENSION SCHEME

10.1 INSURANCES

The Contractor shall indemnify the school against all claims arising from the execution of the Works that are the subject of the Contract and shall maintain all necessary insurances for the duration of the Contract, all in accordance with the requirements of Clause 10 of the Conditions of Contract. The Contractor shall provide evidence to the Employer that all insurances required by the Conditions of Contract are in place prior to the commencement of work. The insurances shall be kept in place for the periods required by the Conditions of Contract. Particular attention is drawn to the provisions requiring the All-Risks and the Public Liability policies to name the Employer as 'co-insured' (ref Clauses 10.1 and 10.3).

10.2 PENSION FUND AND SICK PAY

The successful tenderer must be a fully paid up member of the Construction Industry pension and sick pay schemes. A tenderer asked to do so shall promptly submit contribution receipts or other evidence of membership acceptable to the Employer. Any tenderer unable to provide such evidence may be deemed to have withdrawn his tender. The contractor shall remain in membership of the schemes for the duration of the contract.

11 DAYWORKS

Where the Contractor proposes that work arising from an instruction should be valued on a 'Dayworks' basis he shall only be entitled to payment on this basis where:

a) it is not possible to value the work at, or on the basis of, rates and prices in the Contract and the Employer's Representative and the Contractor agree that it is not practicable to agree a price for the work in advance of its execution

b) the Employer's Representative's approval is obtained in advance of the carrying out of the works, arrangements agreed for its execution and its supervision by his representative and notification issued to him of the intended starting date of the work to allow him to arrange its supervision

c) record sheets specifying the names and trades of the workers involved and their individual hours worked per day, the materials incorporated, the plant used and the period of its use on a daily basis and details (and durations of use) of any scaffolding, hoardings or other temporary work required are submitted to the Employer's Representative for verification no later than five working days from the completion of the work where the work is completed within a five day period of time. Where the work continues for a longer period the record sheets shall be submitted for signature at weekly periods and no later than one week in arrears. All claims for materials shall be accompanied by invoices for the materials used

d) where the Employer's Representative is represented on the site by a Resident Engineer, Clerk of Works or other party daily record sheets - listing the materials and plant used and the names of workers and the duration of their involvement - shall be submitted to the site representative for examination and signing (as a record only) no later than 48 hours in arrears of the execution of the days work

The Contractor shall at all times use every endeavour to ensure the most efficient completion of work authorised for execution on a 'Dayworks' basis. Failure to do so shall entitle the Employer's Representative to retrospectively withdraw his approval and revert to valuing the work on his assessment of the effect of the change on the Contractor's cost of constructing the Work.

12 TITLE

All articles of value, antiquarian or archaeological interest, fossils, coins, articles, structures and other remains or things discovered on the site of the works shall be the absolute property of the Employer and the contractor shall take all precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Employer's Representative of such discovery and except insofar as is provided under this contract for the removal and disposal of rubble, demolished material etc, shall carry out at the expense of the Employer the Employer's Representative orders as to the disposal of same.