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Your Ref:

Our Ref: 789425

Date: 31 August, 2026

(Please quote in all correspondence)

VOLUME A.1

TO WHOM IT MAY CONCERN

Upgrades and Alterations at Scoil Ailbhe, Parnell Street, Thurles, Co. Tipperary. Roll

No.: 17634M

Dear Sirs,

Tenders are invited for the above works in accordance with the Plans, Specifications and Documents enclosed and also in accordance with the following requirements:

- All materials, goods and workmanship shall comply with the Department of Education & Science Specifications and the Protocol for Devolved Grants as issued by the Department Planning & Building Unit.
- All works must comply with the Current Building Regulations including any recent modifications and up-gradings. Particular care must be taken to comply with Sections, B, J, M & L of these regulations, by way of structure, fire safety compliance, suitable access ramps, paths, etc. and current energy conservation measures. Include for all these works in the quotation supplied.
- Compliance with the Current Safety, Health and Welfare at Work Act 2005 (S.I. No. 10 of 2005) and all subsequent amendments and additions, the Safety, Health & Welfare at Work (Construction) Regulations 2006 to 2013 (including SI 182 of 2013),

the Health and Safety at Work Act (General Applications) Regulations 2001 (S.I. No. 188) and all other statutory Health and Safety Regulations will be required.

- All quotations shall be on a **fixed price** basis with no extras or variations.
- The Form of Contract shall be the “Short Public Works Contract”, (PW-CF6 v 1.15 25/11/2025) Office of Government Procurement with suitable attached schedules and variations.
- The apparently successful Contractor will be required to furnish evidence that he has adequate and suitable Public and Employer Insurance Cover for this job.
- The apparently successful Contractor will be required to furnish evidence that he has suitable experience and adequate qualified staff and equipment to complete this job within the specified time-frame.
- The successful Contractor will be required to maintain suitable and adequate Fire Insurance Cover on the Buildings until the works have been completed and taken in charge by the Contracting Authorities.
- The apparently successful Contractor will be required to furnish evidence that he has a current Tax Clearance Certificate. This evidence will be required before the contract is signed.
- The apparently successful Contractor will be required to show adequate product/professional defect liability insurance.
- The apparently successful Contractor will be requested to furnish evidence that he meets his legal obligations in regard to Sick Pay and Pensions.
- The successful Contractor will be required in accordance with Health & Welfare at Work (Construction) Regulations 2006 to 2019 to appoint a competent and suitably qualified Project Supervisor for the Construction Stage. The Contractor must accept this appointment in writing in accordance with these regulations within 5 days after the contract comes into effect and before starting work on the site. The additional costs, if any, for this appointment should be specified and included at tendering stage. A copy of the agreement for the appointment of a Project Supervisor for Construction can be supplied on request.
- It will be necessary for the successful Contractor to ensure compliance with the “Safety, Health and Welfare at Work (Construction) Regulations 2006 to 2019 and any subsequent Regulations or amendments” during the course of the Contract and

towards this end, the Contractor should include for all necessary notices, safety equipment, fencing, accommodation, etc. in the quotation. The Health and Safety Authority must be notified on the prescribed appropriate form (Approved Form AF2, Regulation 22) concerning the commencement of the Project.

- A copy of the Health & Safety Plan and nominated Health & Safety Officer (Construction Phase) for the Project must be furnished before the works start.
- In accordance with the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2006 to 2019, the Health and Safety Authority must be notified concerning this project, prior to the commencement of this project.
- It is expected that work on this Project will be carried out during the 2026 winter period and over holiday periods where vacant building is required. Contractors are requested to advise if they can not comply with these proposed commencement, completion and other dates.
- Payments on this Contract will only be made on Certification by the Engineer in Charge. Stage payments will be made at agreed clearly defined stages during the construction and as specified in the Contract Documents.
- There will be a 5% retention fee on each payment. This retention fee will be released after 12 months from the certified date of substantial completion and on satisfactory correction of any defects subject to the written confirmation of the Engineer in Charge.
- Contractors are advised to check all documentation supplied and advise the Employer and Engineer in Charge concerning any defects, omissions, errors, etc. which may become apparent. In the event of any disagreement or necessary variations during the Project execution, the Decision of The Engineer in Charge, after consultation with the relevant parties, will be final.
- Please carefully note the attached tendering requirements of Volumes A, B and C in relation to COVID-19. The contractor must ensure the health and safety of operatives and the public throughout the project using all appropriate measures. *Time for completion: The contractor is requested to refer to Clause 16: COVID-19 and Appendix A, regarding the possible implications and restrictions imposed by the Coronavirus COVID-19 outbreak, and to factor these issues into their tender.*

- While it is expected that realistic prices will be included against COVID-19 items listed in the pricing document, the Contract Sum will be deemed to include for the implementation of all measures - including hygiene, access management, materials procurement and delivery, work sequencing and work practices - required to construct the work safely and to minimise the risk of disease contagion for the Contractor's Personnel, the Employer's Representative, Employer's Personnel and third parties visiting the site.
- Should there be a reason to impose greater restrictions on movement to combat any significant increases in the spread of the COVID-19 virus to the extent that construction activities cease in the manner imposed between 28 March 2020 and 18 May 2020, the contractor is entitled to an extension of time in accordance with the form of tender and schedule, sub-clause 2.7 but no financial recompense. It is not intended that the ex gratia payments introduced to cover the period from 12 April 2020 to 18 May 2020 will be made available again.
- As this project involves extensions and/or alterations to an existing live school, additional precautions will be required in relation to Covid-19 to ensure the safety of students and school staff. Such precautions must involve, at a minimum, maintaining social distancing between Contractor's personnel and School personnel, wearing of appropriate PPE and sanitising any work areas in the school on a daily basis in preparation for school activities on the following morning.
- In accordance with the Freedom of Information Act 1997, Contractors are advised that certain information in relation to this tender may be made available on demand in accordance with the Freedom of Information Act 1997. You are therefore asked to consider if any of the information supplied by you in this (tender) should not be disclosed because of its sensitivity. If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The Board of Management will consult with you about this sensitive information before making a decision on any Freedom of Information request received.

Yours faithfully,



Carl Newell.

On behalf of Newell Consulting Engineers Ltd.