

## Tender and Schedule

for

*The Project*

Proposed Repairs and Upgrading Roof Works of Building 2, Youthreach,  
Convent Rd, Ballaghaderreen, Co. Roscommon, F45 TX97

using the

**Short Public Works Contract**

Short Public Works Contract  
Document Reference FTS6 v1.7  
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**FORM OF TENDER**

|             |                                         |                                                                  |
|-------------|-----------------------------------------|------------------------------------------------------------------|
| <b>To</b>   | <i>The Employer</i>                     | GRETB                                                            |
|             | <i>Address of Employer</i>              | Youthreach, Convent Rd, Ballaghaderreen, Co. Roscommon, F45 TX97 |
|             | <i>For the attention of<sup>1</sup></i> | Simon Beale + Associates                                         |
|             | <i>Regarding<sup>2</sup></i>            | Proposed Repairs and Upgrading Roof Works                        |
| <b>Date</b> |                                         |                                                                  |

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

euro<sup>3</sup> excluding all VAT<sup>4</sup>,

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) <sup>5</sup> 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*

<sup>1</sup> Insert name of contact person identified in tender documents

<sup>2</sup> Insert name of Project

<sup>3</sup> Lump sum in words

<sup>4</sup> Please refer to [www.revenue.ie](http://www.revenue.ie) for details of current rates of VAT

<sup>5</sup> If not otherwise specified, read as 180 days

**Tender & Schedule for Public Works Short Form of Contract**

|                             |  |
|-----------------------------|--|
| <i>Postal address</i>       |  |
| In the presence of          |  |
| <i>Name of witness</i>      |  |
| <i>Signature of witness</i> |  |
| <i>Witness's occupation</i> |  |
| <i>Witness's address</i>    |  |

**TENDER ACCEPTED**

**Signed on behalf of the Employer<sup>6</sup>**

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

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

### Clause

|             |                                                                                              |                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                |
|-------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1         | Employer's Representative                                                                    | Simon Beale + Associates                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                |
|             | Time for Completion                                                                          | 45                                                                                                                                                                                                                                                                                                       | days, starting on the day this Contract comes into effect or as stated in another contract document                                                                                            |
| 1.3         | Other documents in the Contract                                                              | As listed in Invitation to Tender Letter                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                |
| 1.10        | Performance Bond                                                                             | is not required                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                |
|             |                                                                                              | The amount of the performance bond is to be 10% <sup>7</sup> 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% <sup>8</sup> of the Price (as so stated) for the subsequent period stated in the form of bond. |                                                                                                                                                                                                |
| 2.6         | Rate of liquidated damages                                                                   | €100                                                                                                                                                                                                                                                                                                     | per day                                                                                                                                                                                        |
| 2.8         | Weather station                                                                              | Knock                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                |
| 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,<br>4.3 | Time for payment                                                                             | 10                                                                                                                                                                                                                                                                                                       | working days after Employer receives invoice for certified sum                                                                                                                                 |
| 10.3        | Minimum indemnity limit for public liability insurance.                                      | €6.5m                                                                                                                                                                                                                                                                                                    | for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.) |
|             | Minimum indemnity limit for employer's liability insurance                                   | €13m                                                                                                                                                                                                                                                                                                     | for any one event                                                                                                                                                                              |
| 10.4        | Maximum levels of excess for                                                                 |                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                |
|             | ■ insurance of the Works and goods and materials for the Works                               | €                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                |
|             | ■ public liability                                                                           | €6,500 <sup>9</sup>                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                |
|             | ■ employer's liability                                                                       | €6,500 <sup>10</sup>                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                |

<sup>7</sup> If no percentage specified, 10% applies.

<sup>8</sup> If no percentage specified, 5% applies.

<sup>9</sup> If no amount stated, €6,500 applies

<sup>10</sup> If no amount stated, €6,500 applies

## Tender & Schedule for Public Works Short Form of Contract

|       |                                                                                                                                                                                                           |                                                                                 |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| 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                                                                                                                                                                | Institute of Engineers 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 here <sup>11</sup> . | €[       ] ([       ] euro)                                                     |
| 18    | Table of Material Categories to apply for Clause 18 Price Variation:                                                                                                                                      | Table 1A ("All Materials" category only) applies                                |

**NOTE** Shaded text (like this) may be amended

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<sup>11</sup> 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                |                     |
| Fuel                     |                     |
| Non-Adjustable Overheads |                     |
| Plant                    |                     |
| Labour                   |                     |
| 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 | 5% |
|-------------------------------------|----|

**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 <sup>1</sup>                       |
|--------------|-----------------------|------------------------------------------------------|
| 1            |                       | Stone, sand and gravel                               |
| 2            |                       | Cement                                               |
| 3            |                       | Ready mixed mortar and concrete                      |
| 4            |                       | Concrete blocks and bricks                           |
| 5            |                       | Other Concrete Products including precast            |
| 6            |                       | Structural steel and reinforcing metal               |
| 7            |                       | Rough timber (including plain sawn)                  |
| 8            |                       | Machined, treated engineered timber                  |
| 9            |                       | Bituminous macadam, asphalt and bituminous emulsions |
| 10           |                       | Electrical fittings                                  |
| 11           |                       | All other materials                                  |
| <b>Total</b> | <b>Must equal 1.0</b> |                                                      |

**Table 2: Fuel Categories**

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

| Category Number | Weighting              | Fuel Category                   | Index Figure                                                                                                                                                                                                             |
|-----------------|------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1               |                        | 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               |                        | 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               |                        | 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) |
| <b>Totals</b>   | <b>Must equal 1.00</b> |                                 |                                                                                                                                                                                                                          |