

Tender and Schedule

for

The Provision of

Architect Led Design Team Services

For

Extension to Mullingar ABS, IDA Ardmore B&T Park, Mullingar, Co. Westmeath

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

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Department of Public Expenditure National Development Plan Delivery and Reform
Government Buildings
Upper Merrion Street
Dublin 2

Tender

To	<i>The Contracting Authority</i>	IDA
	<i>Address of Contracting Authority</i>	
	<i>For the attention of</i>	
Date:	2026	

Contract	<i>For the provision of</i>	Architect Led Design Team Service
In relation to	<i>Project title</i>	Extension to Mullingar ABS, IDA Ardmore B&T Park, Mullingar, Co. Westmeath

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, 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 a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the fixed price lump sum fee of :

insert amount / Not Applicable	euro excluding VAT for the Whole Stage/Stage(s),
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as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

insert % / Not Applicable	% for the Whole Stage/Stage(s),
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together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

Rates for Time Charges

Grade	Hourly rate
Project Architect	€
Civil/Structural Engineer)	€
Mechanical & Electrical Engineer	€

Fire Safety Consultant	€
PSDP	€
LEED Sustainability Consultant	€
Planning Consultant	€
BIM Information Manager	€
Landscape Designer	€
Resident Engineer	€
	€
	€

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

■

- 180days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

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 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

- (a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and
- (b) if the Each and Every Insurance:
 - (i) becomes available to us at the Increased Premium Rates; or
 - (ii) is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

“**Each and Every Insurance**” means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

“Annual Aggregate Insurance” means professional indemnity insurance on an annual aggregate basis at the level set out in the Schedule.

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Signed on behalf of

Name of Tenderer

*Signature of authorised
person*

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer

Name of Tenderer

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

**STANDARD CONDITIONS OF ENGAGEMENT
FOR CONSULTANCY SERVICES (TECHNICAL)
SCHEDULES**

SCHEDULE A: CONTRACT PARTICULARS

INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references. They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

1. APPOINTMENT

1 Client, Consultant, Contact Details

	Client
Name	IDA IRELAND
Telephone	
Mobile	
Fax	
Email	

	Client's Representative
Name	
Telephone	
Mobile	
Fax	
Email	

	Consultant
Name	
Telephone	
Mobile	
Fax	
Email	

	Consultant's Representative
Name	
Telephone	
Mobile	
Fax	
Email	

2 Project

7 Whole, parts, of other documents included in the Contract

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
As outlined in design brief.
4. Form of Tender and Schedules A & B, including Appendix A.
5. Agreement and Standard Conditions of Engagement for Consultancy Services (Technical)
6. Any post tender clarifications.
7. Where required, Collateral Warranties from sub consultants.

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 2000 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 5000 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

(Client/clients representative to be informed of any change order as soon as possible)

17 Limit of Liability

The Liability Cap is:

€ 1,500,000 / (euro) ¹

The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to

- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;
- c) wilful default;

¹ If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)

- d) gross negligence;
- e) third party property;
- f) sub-clause 13.26 of this Agreement; or
- g) any liability which the Consultant cannot lawfully exclude or limit.

19 Insurance types, terms

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence. The conditions provide for claims for breach of professional duty or civil liability as well as negligence. The jurisdiction in which claims can be lodged and settled includes IRELAND	Each and every claim or series of claims arising out of the same originating cause² €1,500,000 OR Per claim and limited in the Annual Aggregate³ €	2.0% of gross fee turnover, or €5,000 whichever is greater	From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 2,600,000	€ 10,000 for property only with no excess for death, injury or illness	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13,000,000	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

4. PROGRESS, PERIODS

4 Total Performance Period

The Total Performance Period is 18 months starting on the day the Parties made the Contract.

7. COORDINATION

5 Facilities from the Client

Facility for client meetings in Galway County Council Offices, subject to pre-booking or online via MS Teams platform as required

² The Each and Every Insurance for the purpose of the Tender

³ The Annual Aggregate Insurance for the purpose of the Tender

6 Client's resident staff

Clients Resident Staff and his/her nominees.

11 Team Leader

The Consultant is team leader.

10. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client's wrongful deduction is specified in the European Communities (Late Payment in Commercial Transactions) Regulations 2012 p.a⁴.

12. BUDGETARY CONTROL

2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

13. INTELLECTUAL PROPERTY, DOCUMENTS

11 Transfer

There is transfer to the Client instead of licence.

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	n/a
Types of project:	Similar

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: Nil

18 Publicity

Consent to publicity is required from both the Client and the Consultant.

14. TERMINATION

29 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 5% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

⁴ If no rate of interest is specified, the European Central Bank main refinancing rate ('ECB') plus eight percentage points (ECB+8%) shall apply.

16. DISPUTES

1 Initial resolution method

Engineers Ireland Conciliation procedure 2013

(Identify any method agreed, issues to which apply the consultant disputes a decision of the Contracting Authority about whether it complies with the contract, it must in the first instance raise the matter with the Contracting Authority within 7 days of the matter coming to its attention or alternatively;

The Procedure set out in Clause 16.1 of the Standard Conditions of Engagement (Technical) applicable

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: Client and / or consultant representative

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at the request of either party by the Chairperson of the Panel of Adjudicators

5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on <http://constructionprocurement.gov.ie/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).

(Identify the Rules that apply in each other resolution method, or where none any Rules agreed by the parties.)

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stage as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 is included in the Services [and the Stage Fees].

DESIGN CERTIFICATE SERVICES

The Consultant is required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

TOTAL FEE [9]

Lump Sum:

STAGE SERVICES

Stage (i) Preliminary					
STAGE SERVICES	Performance Period from permission to start [4.4] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.19,20]
As outlined in the attached design brief			10%	to be completed by the tenderer	

STAGE SERVICES

[illegible]

Sub-Stage (ii a)					
Sub-Stage (ii b)					
Sub-Stage (ii c)					

STAGE SERVICES

[illegible]

STAGE SERVICES

[illegible]

STAGE SERVICES

[illegible]

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

Click or tap here to enter text.

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2013, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following Time Charges apply to suspension [4.22], Client's Changes [clause 11].

Grade	€ per hour (exclusive of VAT)

Grade	€ per hour (exclusive of VAT)

MANAGEMENT SERVICES

[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]

REPORTING		
Timing	Contents	Method
		Key Team Members ⁵
Fortnightly progress report or as set out in the Brief	Progress compared to programme Design Issues Information required	
Monthly progress meetings or as set out in the Brief	Minuted Meeting	

⁵ Key Team Members are those identified by name and curriculum vitae by Applicant Consultant at Appendix 3.4(b) in response to criterion 3.4(b) of QC1 or QC2 (as appropriate) having the qualifications and experience that meet the essential requirements laid down by the Contracting Authority.

TRANSFERS [3]

Timing	Contents	Method
Minimum 4 weeks notice shall be given to the Client	Any request for the assignment of a contract benefit or responsibility by the Consultant pursuant to clause [3] of the Standard Conditions of Engagement for Consultancy Services (Technical) shall be made in writing to the Contracting Authority's Representative signed by a Director or Partner of the Consultant	In writing to Client Representative

The Consultant may not make changes to the key team members without the prior approval of the Client. Application to the Client for approval must be made no later than a month before the proposed change is to occur, unless the Client agrees to a shorter notice period. The Consultant must provide the name and curriculum vitae of the proposed substitute personnel together with any other details requested by the Client. The Client may refuse to accept any proposed substitute and in such a case, the Consultant shall submit to the Client further names and curricula vitae of other proposed substitute personnel within a period specified by the Client.

COMMUNICATIONS [6]

Timing	Contents	Method
As required	All queries, discussions, transfer of information etc. to be confirmed in writing. Drawings to be issued in CAD and pdf format unless otherwise stated. Hard copies of drawings only when requested. Issue sheets to accompany all drawings, both hard and soft copies. Large file formats may require to be transferred using a file transfer system within IDA control Reports to be issued in pdf format (editable)	Email or letter
Key project milestones: -Statutory Consents -Procurement strategy -Issue of Tender documents -Tender Recommendation -Handover -Final Account		e-mail format with copies to all relevant parties
Site Activity- -Contractor Programme -Progress Reports -Notices under the contract -Payment Certificates -Completion Certificates		Email with copies to all relevant parties Include comments where applicable and how these are being addressed and main contact in relation to issue

COORDINATION [7]

Timing	Contents	Method
Fortnightly	Client / Design Team	Progress meeting and report.

COOPERATION [8]

Timing	Contents	Method

PAYMENTS [9]

Timing	Contents	Method
Notification required at least two weeks in advance of required payment date.		Email or letter

CLIENT'S CHANGES [11]

Timing	Contents	Method
		Procedures for the notification and communication of potential variations or changes to be agreed following appointment. Clear change approval procedures to the agreed

TERMINATION [14]

Timing	Contents	Method
On termination if applicable	Consultants to prepare a comprehensive handover report covering all contract obligations	Written Report

ALERTS, FOLLOW UP

Timing	Contents	Method
Conflict of Interest ⁶	Details of Conflict of Interest ⁷	[Client to insert details of how it wishes to be informed of the conflict]
Insurance default	Further detail	Written report within 2 working days of the circumstances becoming apparent
Circumstances likely to require change in the agreed scope	Further detail	Written report within 2 working days of the circumstances becoming apparent

⁶ The Consultant shall ensure that no conflict of interest arises in respect of its performance of the Services. The Consultant shall disclose to the Client any conflict of interest or potential conflict of interest which the Consultant or any sub-consultant may have in performing the Services within forty-eight hours of the Consultant becoming aware of such conflict or potential conflict. The Consultant shall be responsible for ensuring that its sub-consultants provide it with information allowing it to observe this obligation. The Client shall at its absolute discretion decide on the appropriate course of action to be taken in respect of any conflict of interest or potential conflict of interest [which may include termination under Clause 14].

⁷ Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].