Tender and Schedule

for

The Project Tender for Additional School Accommodation Scheme ASA 2023 at Bunscoil Rís, Castlemoyle, New Ross, Co. Wexford - RN: 20482J – GIS: A23-138

using the

Public Works Contract for MINOR Building or Civil Engineering Works Designed by the Employer

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

Tender and Schedule for Public Works Contract for Building Works Designed by the Employer

Document Reference FTS5 v2.10

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Government Buildings

Upper Merrion Street

Dublin 2

Tender[1]

To	*The Employer*	The Board of Management of Bunscoil Rís
	Address of Employer	Bunscoil Rís, Castlemoyle, New Ross, Co. Wexford
	For the attention of	Mr. Gerry Moran - Principal
Date:	*as per etender notice*	
Regarding:	*The Project*	Tender for Additional School Accommodation Scheme ASA 2023 at Bunscoil Rís, Castlemoyle, New Ross, Co. Wexford - RN: 20482J – GIS: A23-138.

A Dhaoine Uaisle

We have examined and understand the **Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer**, the Works Requirements, the Pricing Document, 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 the completed Pricing Document and Schedule which form part of this Tender.

We offer to complete the Works on the terms of and in conformity with the documents referred to in the preceding paragraph for the lump sum of

euro excluding all VAT[2],

as adjusted in accordance with the contract.

In preparing this Tender we have taken account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out, including the contract requirements.

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

(a) 180 days[3] 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.

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 12.6 of the Conditions of the contract on termination under clause 12.5 of the Conditions of the contract.

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[1] *If the tenderer is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland*

[2] *Please refer to www.revenue.ie for details of current rates of VAT*

[3] *If not otherwise specified, read as 180 days*

Is sinne, le meas[4]

Signed on behalf of

Name of Tenderer			
Signature of duly authorised person			
Business Name			
Business Address			
	Tax Ref. Number (Required)	Company Registration Office No. or equivalent (where applicable)	Business Registration No. (where applicable)

In the presence of

Signature of witness	
Name of witness	
Witness's occupation	
Witness's address	

[4] Tenderers are directed to the provisions of section 5.14 (ITT-W1) or 5.12 (ITT-W2) of the Instructions to Tenderers with regard to the signing of this Form of Tender. Tenderers are reminded that as set out in section 5.4 of the Instructions to Tenderers, Tenderers are permitted to sign the Form of Tender using alternative signature blocks in the event that the template signature blocks provided herein are not suitable having regard to the characteristics of the Tenderer or the circumstances of the signing.

OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer			
Name of Tenderer			
Business Name			
Business Address			
	Tax Ref. Number (Required)	Company Registration Office No. or equivalent (where applicable)	Business Registration No. (where applicable)

In the presence of

Signature of witness	
Name of witness	
Witness's occupation	
Witness's address	

OR (if the Tenderer is a consortium or joint venture)

Tenderers are reminded that each member of a consortium or joint venture must separately sign the Form of Tender. Add further signing blocks as required. Add additional pages as required for each member of the Consortium/joint venture.

Signed on behalf of

Name of Joint Venture Member			
Signature of authorised person			
Business Name			
Business Address			
	Tax Ref. Number (Required)	Company Registration Office No. or equivalent (where applicable)	Business Registration No. (where applicable)

In the presence of

Signature of witness	
Name of witness	
Witness's occupation	
Witness's address	

SCHEDULE

PART 1 (Completed by the Employer before Tender)

A Employer's Representative and Communications (Sub-clauses 4.3 and 4.14)

Details for sending notices under clauses 12 and 13 to the Employer are:

For the attention of:	NMA Architects
Address:	Mullanour,Co. Wexford Y35 EA39

Details for sending other notices and communications to the Employer are:

For the attention of:	NMA Architects
Address:	Mullanour,Co. Wexford Y35 EA39
Phone:	+353 (0)53 9141502 / 087 9885415
eMail:	info@mernagh.ie

The Employer's Representative is:	Nicholas Mernagh Architect

Details for sending notices and other communications to the Employer's Representative are:

For the attention of:	NMA Architects
Address:	Mullanour,Wexford Y35 EA39
Phone:	+353 (0)53 9141502 / 087 9885415
eMail:	info@mernagh.ie

Limitations on the Employer's Representative's authority to perform its functions and powers under the Contract

- Maximum adjustment to the Contract Sum for a single Change Order: €5,000, unless approved by the Employer
- Maximum cumulative value of adjustments to the Contract Sum for Change Orders in any 3-month period: €15,000, unless approved by the Employer
- The Employer's Representative shall not make a Change Order causing or contributing to a reduction in safety, scope, quality or usefulness of the Works without the Employer's approval
- The Employer must agree to reduce retention if the Defects Period is extended
- The Employer's Representative is to consult with the Employer in relation to any adjustment to the Contract Sum

before determining the adjustment

- Where the Employer has appointed a quantity surveyor, the Employer's Representative is to consult with the quantity surveyor in relation to any adjustments to the Contract Sum before determining the adjustment
- The Employer's Representative must not waive any of the Employer's rights or the Contractor's obligations under the Contract including without limitation sub-clause 10.3.
-

B Documents

The **Works Requirements** are:

As scheduled and included in Volume A

The **Pricing Document** is:

[CA Note: Please choose from the options in the drop down menus below]

A Bill of Quantities measured in accordance with the: Agreed Rules of Measurement 5 *as included in Volume C.*

[Where Agreed Rules of Measurement 4 is selected from the drop down menu above it shall be as amended by Supplement 1, Issue 2. Where Civil Engineering Standard Method of Measurement 4: Revised is selected from the drop down menu above it shall be the 4TH Edition as amended in accordance with Section 5.2 of Guidance Note GN 1.5.3 of the Capital Works Management Framework. Where the TII's Requirements for Measuring and Pricing (RMP) is selected from the drop down menu above, it shall be the latest edition as published by Transport Infrastructure Ireland]

[CA Note: Please choose from the options in the drop down menu below for Mechanical & Electrical Works]

Mechanical & Electrical Works measured in accordance with:
As per Bill of Quantities measurement stated above

[Where Civil Engineering Standard Method of Measurement 4:Revised is selected from the drop down menu above it shall be the 4th Edition as amended in accordance with Section 5.2 of Guidance Note GN 1.5.3 of the Capital Works Management Framework. Where TII's Requirements for Measuring and Pricing (RMP) is selected from the drop down menu above, it shall be the latest edition as published by Transport Infrastructure Ireland]

The **Works Proposals** are:

n/a

C Project Supervisor (Sub-clause 2.4)

The Contractor is to be appointed project supervisor for the construction stage for the Works and any other work on the Site between the Starting Date and the date of Substantial Completion of the Works contemplated in the Works Requirement.

D ***Insurance*** (Clause 3)

Insurance of the Works: minimum amount insured for professional fees 12½%[5] of the Contract Sum.

- Minimum indemnity limit for Public liability insurance: €6,500,000[6] for any one event, but this 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 Employers' liability insurance: €13,000,000[7] for any one event.
- Maximum excess for Insurance of Works and other Risk Items: €10,000 [8].
- Maximum excess for Public liability: €10,000 [9] in respect of property damage only. There shall be no excess for death, injury or illness.
- There is no excess permitted for Employers' liability insurance.

Permitted exclusions from all Insurances

- War, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power
- Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
- Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel
- Terrorism
- Asbestos
-
-

Permitted exclusions from insurance of the Works and other Risk Items

- Use or occupation of the Works by the Employer except in connection with the Works
- Unless otherwise specified in the Works Requirements, cost of making good defects in the Works but not damage caused by such defects to other sound parts of the Works
- Wear, tear, normal upkeep or normal repair or gradual deterioration
- Inventory losses
- Loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance
- Failure of information technology
- Mechanical or electrical breakdown but not resulting damage
- Cessation of the Works for more than 3 months
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Permitted exclusions from public liability insurance:

- Persons under a contract of service or apprenticeship with the insured
- Property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works
- Defective workmanship or materials but not resulting damage

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[5] If no percentage stated, 12 ½ % applies.

[6] If no minimum specified, €6,500,000 applies.

[7] If no minimum stated, €13,000,000 applies.

[8] If no amount stated, €10,000 applies.

[9] If no amount stated, €10,000 applies.

- Mechanically propelled vehicles within the meaning of the Road Traffic Acts
- Loss or damage due to design

  Note: *Delete two of the form fields above. If none deleted, permitted exclusion is 'loss or damage due to design for a fee or for which a fee would normally be charged'*
- Gradual pollution or contamination
- Territorial limits
- Unless otherwise specified in the Works Requirements, aircraft and waterborne craft
- Fines, penalties, liquidated damages
-
-

Permitted exclusions from employer's liability insurance:

- Offshore work
- Liability compulsorily insurable under the Road Traffic Acts
-

Permitted exclusions from professional indemnity insurance

- Persons under a contract of service or apprenticeship with the insured.
- Ownership, use, occupation or leasing of mobile or immobile property
- Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters
- Dishonest, malicious, criminal or deliberate illegal acts
- Libel and slander
- Insolvency
- Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages
- Failure of information technology
- Contractual liability that would not apply in the absence of the contract
-
-

Optional insurance provisions

Sub-clause 3.8 shall apply.

Insurance of the Works and other Risk Items shall include the following property of the Employer, other than the Works and Works Items:

not applicable

and the minimum sum for which this property is to be insured shall be €n/a.

If Insurance of the Works and other Risk Items is to include terrorism cover, the minimum sum insured shall be €0.0.

The Contractor is not required to extend the insurance of the Works and other Risk Items for a Section that has reached Substantial Completion until the Employer's Representative issues the certificate of Substantial Completion for the whole Works.

Required extensions to Insurance

Professional indemnity insurance is not required. If required, the professional indemnity insurance is to be kept in place for n/a years after Substantial Completion of the Works is certified by the Employer's Representative. If required, the minimum indemnity limit for professional indemnity insurance shall be €n/a annual aggregate limit.

The maximum excess shall be the greater amount of 2% of the Contractor's annual turnover or €5,000. .

E ***Performance Bond*** (Sub-clause 1.5)

A performance bond is required.

The amount of the performance bond shall be 10%[10] of the initial Contract Sum up to certification of Substantial Completion of the Works, and 5%[11] of the initial Contract Sum for the subsequent period stated in the form of bond in the Works Requirements. 450 days after that.

Note: *Delete one of the two form fields above. If none deleted, read as '450 days after that.*

F (i) ***Collateral Warranties*** (Sub-clause 5.5)

Collateral warranties are required from the following categories of Specialists, by the following dates; and the amount withheld from payments under sub-clause 11.4.1 are as follows:

Category of Specialist	Date for warranty	Amount withheld	Minimum indemnity limit for professional indemnity insurance	Maximum excess for professional indemnity insurance

[10] *If no percentage stated, 10% applies.*

[11] *If no percentage stated, 5% applies.*

F (ii) Ancillary Certificates (Sub-clause 5.8)

Ancillary Certificates are required from the following categories of Contractor's Personnel. The list reflects the works elements known at the time of tender but does not limit the Contractor's duties under sub-clause 2.3.1:

Category of Contractor's Personnel	Category of Contractor's Personnel
Services installations generally (fire alarm, ventilation, electrical works,etc.)	Groundworkers and utility installations contractors
precast concrete suppliers and installers	external paving contractors
cast in situ concrete subcontractors	Roof membrane and build up installers
fire door installing	concrete testing
This is a non exhaustive list of necessary certificates; all subcontractor to the main contractor to provide ancillary certificates for the works they undertake	

F (iii) Named Specialists (Sub-clause 5.4)

Category of Specialist	Type[1] Specialist Form of Contract *Please choose from the options in the drop-down menu below]*	Specialist Contract Value[2]	Specialist Contract Works Requirements reference	Name and contact details of Specialist (where already known)
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			
	Reserved using CIF "NN SUB-CONTRACT			

Note 1: *Novated Specialists are those whose contract with the Employer is to be novated to the Contractor. Reserved Specialists are those who are to be appointed by the Contractor following a tender competition administered by the Employer.*

Note 2: *The Specialist Contract Sum shall be entered here, where known, in the case of Novated Specialists. Where the sum is not known, in the case of Novated and Reserved Specialists, the Reserved Sum shall be entered.*

Note: In Schedule Part 3B, the Employer is to enter the Category of Specialist, the Name and contact details of Specialist and the Contractor's tendered percentage addition prior to issue of the Letter of Acceptance. The details inserted here under Category of Specialist must match those inserted in Schedule Part 3B

G Dates for Substantial Completion, Sections, Liquidated Damages, Retention

	Date for Substantial Completion	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section (%)
The Works	14 months calendar months from commencement	€2000 per week	
Section: (Employer to complete names of sections)		€ per	
Section: (Employer to complete names of sections)		€ per	

	Date for Substantial Completion	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section (%)
Section: (Employer to complete names of sections)		€ per	
Section: (Employer to complete names of sections)		€ per	

H Early Completion (Sub-clause 9.6)

The Employer's Representative is required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Substantial Completion.

I Defects Period

The initial Defects Period is one year[12] from the date of Substantial Completion of the Works.

J Random Checks for Employment Records

Sub-clause 5.3.3A(2) shall be part of the Contract.

K Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments (Sub-clauses 9.3, 9.4, 10.1, 10.6, 10.7)

Delay Events and Compensation Events are as follows:

	Event	Delay Event	Compensation Event
1	The Employer's Representative gives the Contractor a Change Order	Yes	Yes
2	The Employer's Representative directs the Contractor to search for Defects or their cause and no Defect is found, and the search was not required because of a failure of the Contractor to comply with the Contract	Yes	Yes
3	The Employer's Representative directs the Contractor to suspend work under sub-clause 9.2	Yes	Yes
4	The Contractor suspends work in accordance with sub-clause 12.3	Yes	Yes
5	There is a factual error in information about the Site or setting out information in the Works Requirements. [This does not include an error of interpretation.]	Yes	Yes
6	The Employer takes over part of the Works before Substantial Completion of the Works and any relevant Section	Yes	Yes
7	The Employer's Representative does not give the Contractor	Yes	Yes

[12] *If no period stated, one year applies.*

	Event	Delay Event	Compensation Event
	an instruction required under sub-clause 4.5.4 within the time required under sub-clause 4.11.2 when the Contractor has asked for the instruction in accordance with sub-clause 4.11.1		
8	The Employer does not allow the Contractor to occupy and use a part of the Site in accordance with sub-clause 7.1	Yes	Yes
9	The Employer does not give the Contractor a Works Item or other thing as required by the Contract when the Contractor has asked for it in accordance with sub-clause 4.11.1	Yes	Yes
10	Employer's Personnel working on the Site under clause 7.6 interfere with the execution of the Works on the Site, and the interference is unforeseeable and not in accordance with the Contract	Yes	Yes
11	The Employer instructs the Contractor under sub-clause 3.2.3 to rectify loss of or damage to Risk Items for which the Contractor is not responsible	Yes	Yes
12	Loss of or damage to the Works that is at the Contractor's risk in accordance with sub-clause 3.2	Yes	No
13	A **weather event** as described below	Yes	No
14	A strike or lockout affecting the construction industry generally or a significant part of it, and not confined to employees of the Contractor or any Contractor's Personnel	Yes	No
15	Delay to the Works caused by the order or other act of a court or other public authority exercising authority under Law, that did not arise as a result of or in connection with an act, omission or breach of Legal Requirements of the Contractor or the Contractor's Personnel or a breach of the Contract by the Contractor	Yes	No
16	A breach by the Employer of the Contract delaying the Works that is not listed elsewhere in this table.	Yes	Yes
17	A difference between the Contract value of the Works according to the quantities and descriptions in the Pricing Document and the Contract value of the Works described in the Works Requirements, because the Pricing Document, when compared with the Works Requirements ■ includes an incorrect quantity or ■ includes an item that that is not included in the Works Requirements or ■ excludes an item that is included in the Works Requirements or ■ gives an incorrect item description and the difference for an item in, or that should have been in, the Pricing Document is more than €500.	No	Yes
18	An item of archaeological interest or human remains is found on the Site, and it was unforeseeable	Yes	Yes

	Event	Delay Event	Compensation Event
19	The Contractor encounters on the Site unforeseeable ground conditions (not resulting from weather) or unforeseeable human-made obstructions in the ground, other than Utilities	Yes	Yes
20	The Contractor encounters unforeseeable Utilities in the ground on the Site	Yes	Yes
21	Owners of Utilities on the Site do not relocate or disconnect Utilities as stated in the Works Requirements, when the Contractor has complied with their procedures and the procedures in the Contract, and the failure is unforeseeable	Yes	Yes

In the above table

Utilities means conducting media and apparatus for water, sewage, electricity, gas, oil, telecommunications, data, steam, air, or other services, and associated apparatus and structures.

A condition, circumstance or occurrence is **unforeseeable** if an experienced contractor tendering for the Works could not have reasonably foreseen it on the Designated Date, having inspected the Site and its surroundings and having satisfied itself, insofar as practicable and taking into account any information in connection with the Site provided by the Employer, as to all matters concerning the Site, including its form and nature and its geotechnical, hydrological and climatic conditions.

WE 1.0 is the document entitled Weather Events WE 1.0 published on https://cwmf.gov.ie/en/resources/weather-events/ on the Designated Date.

A **weather measurement** for a month means each of the following:

- the number of days with rainfall exceeding 10 millimetres
- the number of days with minimum air temperature less than 0 degrees Celsius and
- the number of days with maximum mean 10 minute wind speed exceeding 15 metres per second

as recorded at Johnstown Castle, Wexford weather station.

If no weather station is named, the Met Éireann station nearest the Site is used. If the station named, or the nearest one, does not record the weather measurements, the station nearest the Site that records that weather measurement is used.

A **weather event** is when in a month between the Starting Date and the Date for Substantial Completion of the Works a weather measurement exceeds the number of days for the same item, the same weather station, and the corresponding month in WE 1.0.

If a weather event occurs in a month and there is to be an extension to a Date for Substantial Completion under sub-clause 9.3.2, the amount of the extension is the lesser of (a) the extension to be made under sub-clause 9.3.2 and (b) the difference between the weather measurement and the number of days for the corresponding item in WE1.0. No day is counted for more than one weather measurement.

An **order or other act of a court or other public authority exercising authority under Law** includes a Covid-19 Mandatory Closure.

In **sub-clause 9.4**:

- The programme contingency is 30 Site Working Days of delay caused by Compensation Events.

In **sub-clause 10.6.4(3)**, the rates to be used to determine the cost of plant are the rates in

Not applicable unless directed by the ER. Rates for plant only will be determined by plant hire rates obtained (excluding operator) in the local area to the project

modified as follows:

- Rates will be treated as if in euro
-

and any rates in the Pricing Document.

In **sub-clause 10.7**, the amount to be added for delay cost is in accordance with the daily rate tendered by the contractor in the schedule, part 2D (sub-clause 10.7.1(2))

For purposes of sub-clause 10.7, the Contractor is to tender in part 2D a single daily rate for delay costs

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(If the above are blank, and sub-clause 10.7.1(2) applies, Contractor is to tender a single daily rate.)

L Payment Particulars (Clause 11)

Period for interim payment is monthly.

Minimum amount for interim payments, except release of retention, €5,000 [13]

Up to the percentage stated below of the Contract value of the following unfixed Works Items may be included in an interim payment in accordance with sub-clause 11.2.

On-Site Materials	% of Contract value
	90

Off-Site Materials with Bond	% of Contract value
	90

The retention percentage is 5%[14].

[13] *If none stated, no minimum applies.*

[14] *If no percentage stated, 10% applies.*

M ***Cap on Liability*** (Sub-clause 3.10)

Subject to sub-clause 3.10.2 of the Conditions of Contract, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated below[15].

€ (euro).

N ***Conciliation, Adjudication and Arbitration*** (Sub-clauses, 13.2 13.3 and 13.4)

Failing agreement, the conciliator will be appointed by: [16]

the President of the RIAI

Unless the parties agree to apply the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on https://cwmf.gov.ie/en/pillars/pillar-1/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) the arbitration rules shall be the *Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules)*.

The person or body to appoint the arbitrator, if not agreed by the parties, is: [17]

the President of the RIAI

The person to appoint the adjudicator, if not agreed by the parties, is:

Chairperson of the Panel of Adjudicators

O ***Rights in Contractor's Documents*** (Sub-clause 6.4)

Copyright and all other rights in the following Contractor's Documents and Works Proposals described in sub-clause 6.4.2 transfers to the Employer in accordance with sub-clause 6.4.

nil

P ***Material Categories (sub-clause 15.9.1)***

Table 1B (All Materials Category only) applies.

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[15] *If no sum is stated, the applicable amount is an amount equal to the Contract Sum.*

[16] *If left blank the default is The President, The Royal Institute of the Architects of Ireland (RIAI)*

[17] *If left blank and the arbitration rules are the Capital Works Management Framework (CWMF) Arbitration Rules for use with Public Works and Construction Services Contracts (AR1) the default is The President, The Royal Institute of the Architects of Ireland (RIAI). If the arbitration rules are the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules), the appointment of the arbitrator shall be made in accordance with those rules.*

SCHEDULE

PART 2 (Completed by the Contractor and included with Tender)

A ***Communications*** (Sub-clause 4.14)

Details for sending notices under clauses 12 and 13 to the Contractor are:

For the attention of:	
Address:	

Details for sending other notices to the Contractor are:

For the attention of:	
Address:	
Phone:	
eMail:	

The Contractor's agent[18] in the Republic of Ireland for service of legal process is:

Name:	
Address:	

B (not used)

[18] *An agent in the State must be named if the Contractor's registered office or other principal place of business is outside the State.*

C Dates for Substantial Completion

	Date for Substantial Completion Number of days after the Contract Date (To be completed by Contractor in Tender **ONLY** if not completed by Employer in Part 1)
The Works	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	

D Adjustments to the Contract Sum including Delay Costs (Sub-clauses 10.6 and 10.7)

The Contractor's tendered percentage addition to costs of labour *(If negative, blank or less than 35%, read as 35%)*		%

The Contractor's tendered percentage addition to costs of labour shall include all costs incurred by the Contractor (excluding VAT) for those workers engaged on additional or substituted work required as a result of a Compensation Event, that are additional to the basic hourly rate of pay for the relevant category of worker in an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015. It shall include (but not be limited to) the following components of cost:

All costs incurred with meeting legal requirements (including but not limited to PRSI), pension contributions, death in service contributions, sick pay contributions; and

Plus Rates; and

Allowances; and

overheads; and

profit and loss of profit.

Plus Rates

A Plus Rate is the balance remaining when the basic hourly rate of pay for the relevant category of worker under an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015 is deducted from the basic hourly rate of pay paid to a worker in accordance with the workers terms and conditions of employment. It does not include Allowances.

Allowances

Allowances are payments made to workers that are additional to the basic rate of pay paid to a worker

and may include (but not limited to): (a) any bonuses, productivity, incentive or other bonus; (b) any special allowances particular to the category of worker (such as tool money); (c) overtime; (d) unsocial hours working and Sunday working; (e) sick pay and public holiday and annual holiday pay; (f) absences due to training; (g) travelling time; (h) subsistence (such as country money); (i) any other payments not included in the foregoing.		
The Contractor's tendered percentage addition to costs of materials *(If negative or blank, read as 0%)*		%
The Contractor's tendered percentage addition/deduction to costs of plant *(A deduction of more than 50% will be read as a deduction of 50%. If the entry is blank it will be read as 0%)*		%
The tendered percentage addition for costs of materials and the tendered percentage addition/deduction for costs of plant provided shall include on-costs, overheads and profit, and exclude VAT.		

Note: The tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant provided above does not apply to named Specialists' Works. Where additional or substituted work, or part thereof, includes named Specialists' Works, and a valuation is determined in accordance with Sub-clause 10.6.4 that valuation, or part thereof, shall be based on the tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant as tendered by the respective named Specialist.

Tendered rate of delay costs (only if the Schedule, part 1K states that Sub-clause 10.7.1 (2) applies)		
The Contractor's tendered rate of delay costs is *(If left blank, or stated as a negative value, read as zero.)*	€	excluding VAT per Site Working Day.

If part 1K states that separate rates are to be tendered for separate periods or parts of the Works, the Contractor's tendered rates are as follows:

Period or part of the Works (part 1K)	**Tendered Rate**
■	€……per Site Working Day
■	€……per Site Working Day
■	€……per Site Working Day
■	€……per Site Working Day

Note: The tendered rate of delay costs provided above do not apply to named Specialists' Works. The amount that may be added to the Contract Sum for delay costs in accordance with sub-clause 10.7 (where sub-clause 10.7.1(2) applies) shall take account of the tendered rate of delay costs for named Specialists' Works to the extent that named

Specialists' Works are subject to an extension to the Date for Substantial Completion of the Works that is a result of a Compensation Event under the Contract between the Employer and Contractor.

SCHEDULE

PART 3 (Completed by the Employer after Tender and prior to issue of the Letter of Acceptance)

A *Not used*

B ***Named Specialists*** (Sub-clause 5.4)

Category of Specialist[1]	Name and contact details of Specialist	Specialist Contract Sum	Contractor's tendered percentage addition[3]
			%
			%
			%
			%
			%
			%
			%
			%

Note 1: *The category of Specialist inserted above must match that inserted at Schedule Part 1F (iii)*

Note 2: *The Specialist Contract Sum shall be entered here in all cases. No Reserved Sums may be entered as the Specialist Contract Sum must be known before issue of the Letter of Acceptance to the Contractor*

Note 3: *The Contractor's tendered percentage addition generates the Contractor's profit on each of the named Specialist's Sums rated as a percentage. It is inserted in the Pricing Document by the Contractor at Tender Stage. The Contractor's tendered percentage addition is to be inserted above by the Contracting Authority. Where the tendered percentage addition is less than zero in the Pricing Document it shall be read as zero and inserted in the Schedule Part 3B as zero. When Contractor's tendered percentage addition is to be taken into account for adjustments to the Contract Sum, in accordance with sub-clause 10.6 of the Conditions, the figures inserted in the Schedule Part 3B shall be used*

Appendices to Clause 15 Price Variation

Appendix 4 to Clause 15 Price Variation

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

	Works	Percentage of Contract Sum
(a)	Labour	42.5%
(b)	Materials	40%
(c)	Fuel	5%
(e)	Non-Adjustable Overheads	7.5%
(f)	Plant	5%
	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 5 to Clause 15

INDICES AND WEIGHTINGS FOR MATERIAL CATEGORIES AND FUEL CATEGORIES

CA NOTE: Complete either Table 1A OR Table 1B (but not BOTH), whichever is stated to apply in the Schedule for Clause 15.

Part 1A: Material Categories Indices and Weightings

In respect of the **Material** Categories identified below, the following weightings apply and (the total of such weightings shall amount to a factor of one (1)).

	Weighting	Material Category		
(1)		**Stone, sand and gravel** *of which*		
(1.1)			Stone	
(1.2)			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** *of which*		
(6.1)			Structural Steel *of which*	
(6.1.1)				Fabricated Metal
(6.1.2)				Other structural steel
(6.2)			Reinforcing Metal	
(6.3)			Other Steel Products	
(7)		**Rough Timber (including plain sawn)** *of which*		
(7.1)			Hardwood	
(7.2)			Softwood	
(8)		**Machine treated timber** *of which*		
(8.1)			Wooden Windows and Doors	
(8.2)			Other treated timber	
(9)		**Bituminous macadam, asphalt and bituminous emulsions** *of which*		
(9.1)			Bituminous macadam and asphalt	
(9.2)			Bituminous emulsions	
(10)		**Electrical Fittings** *of which*		
(10.1)			Lighting Equipment	
(10.2)			Protection and Communication Equipment	
(11)		**All other materials** *of which*		

	Weighting	Material Category		
(11.1)			Plumbing Materials including Sanitary ware	
(11.2)			HVAC (Heating and Ventilation Equipment)	
(11.3)			Insulating Materials	
(11.4)			Pipes and Fittings *of which*	
(11.4.1)				PVC
(11.4.2)				Copper
(11.5)			Plaster	
(11.6)			Paints, oils and varnishes	
(11.7)			Glass	
(11.8)			All other metal fittings	
(11.9)			All other products	
Total	**Must equal 1.00**			

The index for each Material Category is the corresponding index in Table 3 Detailed Wholesale Price Indices (excluding VAT) for Building and Construction Materials published by the CSO.

(CA NOTE: When Contracting Authorities elect to assign a weighting to a sub-category within any of the main categories 1 to 11 (i.e. those in bold text in the above table), the aggregate sum of any sub-weightings in a category must equal the weighting allocated to the main category.)

For Example:

(1)	0.4	**Stone, sand and gravel** *of which*	
(1.1)		0.3	Stone
(1.2)		0.1	Sand and Gravel

Part 1B: All Material Category Index and Weighting

In respect of the **Material** Category identified below, the following weighting applies

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.

Part 2: Fuel Categories Indices and Weightings

In respect of the **Fuel** Categories identified below the following weightings (the total of such weightings shall amount to a factor of one (1)) and indices apply.

	Weighting	Fuel Category	Index
(1)	0.4	Fuel Oil	The index for the category **"**Fuel Oil**"** in Table 5, Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry)
(2)	0.4	Electricity	The index for the category "Electricity" in Table 7 COICOP Division 04 Housing, Water, Electricity, Gas and Other Fuels of the Consumer Price Index, published by the CSO.
(3)	0.2	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)
Total	**Must equal 1.00**		

Part 3: Labour Categories and Weightings

In respect of the **Labour** Categories identified below the following weightings, (the total of such weightings shall amount to a factor of one (1)) apply.

	Weighting	Sectoral Employment Order applicable to workers in the
(1)	0.4	Construction Sector (as defined in the applicable sectoral employment order)
(2)	0.3	Mechanical Engineering Building Services Contracting Sector (as defined in the applicable sectoral employment order)

(3)	0.3	Electrical Contracting Sector (as defined in the applicable sectoral employment order)
Total	**Must equal 1.00**	