Tender and Schedule

for

The Project Midleton CBS Primary School - EWS 2no. Boiler Plant Replacement

using the

Short Public Works Contract

Office of Government Procurement

Short Public Works Contract

Document Reference FTS6 v.16

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Department of Public Expenditure, NDP Delivery and Reform
Government Buildings
Upper Merrion Street
Dublin 2.

FORM OF TENDER

To	*The Employer*	Board of Management
	Address of Employer	Midleton CBS Primary School, Rosary Place, Midleton, Co. Cork
	For the attention of[1]	Principal
	Regarding[2]	2no. Boiler Plant Replacement
Date		

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[3] excluding all VAT[4],

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) [5] 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.

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Signature of authorised person	
Name in capitals	
Title	

On behalf of

Tenderer's name in full	

[1] Insert name of contact person identified in tender documents

[2] Insert name of Project

[3] Lump sum in words

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

[5] If not otherwise specified, read as 180 days

Postal address	

In the presence of

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

TENDER ACCEPTED

Signed on behalf of the Employer[6]

Signature of an officer authorised to sign contracts on behalf of the Employer	
Name in capitals	
Title	

Date

[6] *To be completed and signed only after all award procedures have been completed. Acceptance of the tender will result in a binding contract.*

SCHEDULE

Clause		
1.1	Employer's Representative	Matt O'Mahony & Associates
	Time for Completion	21 days, starting on the day this Contract comes into effect or as stated in another contract document
1.3	Other documents in the Contract	Specification, Pricing Schedule, Form of Tender, H&S Plan, Declaration of Suitability, Drawings
1.10	Performance Bond	is required
		The amount of the performance bond is to be 10%[7] 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%[8] of the Price (as so stated) for the subsequent period stated in the form of bond.
2.6	Rate of liquidated damages	€300 per day
2.8	Weather station	Cork Airport
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, 4.3	Time for payment	10 working days after Employer receives invoice for certified sum
10.3	Minimum indemnity limit for public liability insurance.	€6.5 million 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	€13 million for any one event

10.4 Maximum levels of excess for

■ insurance of the Works and goods and materials for the Works	€200,000
■ public liability	€6,500[9]
■ employer's liability	€6,500[10]

[7] If no percentage specified, 10% applies.
[8] If no percentage specified, 5% applies.
[9] *If no amount stated, €6,500 applies*
[10] *If no amount stated, €6,500 applies*

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, 15.3	Body to appoint conciliator, if not agreed	IEI President
	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[11].	€[ ] ([ ] 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

[11] *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[1]
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
Total	**Must equal 1.0**	

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)
Totals	**Must equal 1.00**		