Tender and Schedule

for

The Provision of	**Archaeological Services**
For	Waterford City & County Council

using the

Standard Conditions of Engagement for Archaeological Services

Office of Government Procurement

Tender and Schedule for Archaeological Services

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

Tender

To	*The Contracting Authority*	Waterford City & County Council
	Address of Contracting Authority	35 The Mall, Waterford.
	For the attention of	Vincent O'Shea
Date:	*November 2026*	

Contract	*For the provision of*	**Archaeological Services**
In relation to	*Project title*	WCCC26-328 Consultant Archaeologist for Capital Projects

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Archaeological Services,** 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 Archaeological Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the lump sum fee of:

N/A euro excluding VAT

as adjusted in accordance with the contract. 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 Archaeological Services include acting as Project Supervisor for the Construction Stage, any fee for so acting.

Rates for Tendered Time Charges

Grade (amend as required)	**Hourly rate**
Senior Archaeologist	**€**
Excavation Supervisor (Assistant Archaeologist)	**€**
Technician	**€**
	€
	€
	€
	€
	€
	€

	€
	€
	€

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

- 180 days 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 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 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 Each and Every 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.

Is sinne, le meas

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 ARCHAEOLOGICAL SERVICES SCHEDULES

SCHEDULE A: CONTRACT PARTICULARS [1]

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 relationship 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	Waterford City & County Council
Telephone	0818102020
Mobile	
Email	vnoshea@waterfordcouncil.ie

	Consultant
Name	
Telephone	
Mobile	
Email	

2 Project:

WCCC26-328 Consultant Archaeologist for Capital Projects

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

1. Letter of Acceptance

2. Pricing Schedule
Determined from Notional Hours of tendered rates in Schedule B
3. Service Requirements
as detailed in Schedule B and Briefing Document

4. The Standard Conditons of Engagement (COE2)

[1] *Completed by the Client*

5. Form of Tender and Schedule

6. The Briefing Document

7. Any post tender clarifications

2. PERFORMANCE

16 Limit on Liability

The Liability Cap is: € / (euro) [2]

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;
d) gross negligence;
e) third party property;
f) sub-clause 14.23 of this Agreement; or
g) any liability which the Consultant cannot lawfully exclude or limit.

18 Insurance types, terms

COVER	Minimum cover	Permitted deductible	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 cause[3] €1,000,000 *OR* Per claim and limited in the Annual Aggregate[4] €1,000,000	2.0% of gross fee turnover, or €5,000 whichever is greater.	From start to completion of the Services; and 6years 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	€ 6,500,000	€ 10,000	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.

[2] If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)
[3] The Each and Every Insurance for the purpose of the Tender
[4] The Annual Aggregate Insurance for the purpose of the Tender

COVER	Minimum cover	Permitted deductible	Period
Insurance of plans, documents	€ na	None	From start to completion of the Services.

27 Key Team Members

Key Team Members are the members of the Consultant's team that are named in the Consultant's tender submission for the Services and/or named in the Consultant's suitability assessment questionnaire response for the Services, as applicable.

8 COORDINATION

4 Facilities from the Client

N/A

11. PAYMENTS

13 Inflation Adjustment

First Adjustment Date means for any element of the Fee that is:

a) a Lump Sum, the date that is the Base Date;
b) based on Tendered Time Charges, the date that is the Base Date;

Base Date means the date that is the first day of the 25th month falling after the date that is 10 days before the last date of receipt of the Consultant's tender for the Services, or, if there was none 10 days before the Client received the Consultant's tender for the Services.

Calculated Time Charges means Time Charges that are calculated by the Client in accordance with Section 5.5 (Pricing) of the Instructions to Tenderers for Consultancy Services using a formula to calculate hourly rates carrying a document reference of ITT-S1a or ITT-S2a.Calculated Time Charges shall only apply where ITT-S1a or ITT-S2a was used in the tender for the Contract.

COE Fee Adjustment Factor is the figure for a Relevant Quarter in an Indexation Year published on the constructionprocurement.gov.ie [or any successor] website.

Indexation Year means a period of a year with the first Indexation Year being the period starting on the First Adjustment Date and ending on the day before the anniversary of the First Adjustment Date; for each subsequent Indexation Year it shall be the period of a year from the last anniversary of the First Adjustment Date and ending on the day before the next anniversary.

Quarter means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December in any calendar year.

Relevant Quarter means the Quarter in which a First Adjustment Date occurs.

Tendered Time Charges means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

12. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client's wrongful deduction is 2% p.a[5].

14. INTELLECTUAL PROPERTY

10 Assignment

There is in the below listed items assignment to the Client instead of a licence.

Document, design or deliverable	All Required Reporting as set out the Scope of Services

12 Fees [if any]

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

15 Publicity

Consent to publicity is required from both the Client and the Consultant.[6]

15. TERMINATION

9 Scheduled termination events

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:
    (i) the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
    (ii) the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
    (iii) in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
    (iv) the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine or any subsequent amendments to same).
2. Any breach of clause 2.24 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

In this Form of Tender and Schedule, the reference to "Treaties" means the Treaty on European Union, the Treaty on the Functioning of the European Union, the Treaty establishing the European Atomic Energy Community and the Charter of Fundamental Rights of the European Union.

30 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 15.27 [without any apportionment under 15.28], and the total fee that would, as estimated at termination, have been payable on completion of the Services

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

[6] This can be amended so that consent if required from both, from neither or from either party

for the last Stage in or after which the termination occurred.

17. DISPUTES

1 Initial resolution method

Conciliation Process

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 17.1, will be nominated at the request of either party by the following person[s]: Royal Institute of Architects of Ireland.

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).

CWMF Arbitration Rules for use with Public Works and Services Contracts (AR1).

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for *stage services* as tabled below.

FEE

STAGE SERVICES

Stage (i) Test Excavations, Surveys & Reporting					
STAGE SERVICES	**Performance Period from permission to start** [5.1] **(days)**	**Milestones (if any)**	**Percentage of Total Fee for Stage**	**Stage Fee**	**Percentage of Stage Fee for suspension** [5.18,19]
Site Assessment, Review of Preliminary Design, Review of Part 8 Reporting and Planning Conditions, Scoping of required Archaeological Monitoring required	As per the individual capital project programmes.		%		%
Consultation with National Monuments Services to agree scope of excavations required and required approach to obtaining appropriate licence(s) required.	**As per the individual capital project programmes.**		%		%
Archaeological License Application(s) to National Monument Service (as required)	As per the individual capital project programmes.		%		%
			%		%
			%		%
			%		%
			%		%
			%		%
			%		%
			%		%
			%		%
			%		%
			%		%

STAGE SERVICES

Stage (ii) Pre-Excavation Services					
STAGE SERVICES	**Performance Period from permission to start** [5.1] **(days)**	**Milestones (if any)**	**Percentage of Total Fee for Stage**	**Stage Fee**	**Percentage of Stage Fee for suspension** [5.18,19]
All services associated with mobilising resources required to carry out Archaeological Monitoring for Site Investigation Works as set out in the Briefing Document	As per the individual capital project programmes.		%		%
All services associated with mobilising resources required to carry out Archaeological Monitoring for Main Contract Works as set out in the Briefing Document	As per the individual capital project programmes.		%		%
			%		%
			%		%
			%		%

STAGE SERVICES

Stage (iii) Excavation Services **na**					
STAGE SERVICES	**Performance Period from permission to start** [5.1] **(days)**	**Milestones (if any)**	**Percentage of Total Fee for Stage**	**Stage Fee**	**Percentage of Stage Fee for suspension** [5.18,19]
Archaeological Services as set out in the Briefing Document for Site Investigations	As per the individual capital project programmes.		%		%
Archaeological Services as set out in the Briefing Document for Main Contract Works	As per the individual capital project programmes.		%		%
			%		%
			%		%
			%		%

STAGE SERVICES

Stage (iv) Post-Excavation and Dissemination Services

STAGE SERVICES	Performance Period from permission to start [5.1] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [5.18,19]
Archaeological Reporting	**As per the individual capital project programmes.**		%	per cent of Stage Fee inserted for Stage(iii)	%

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

Refer to Briefing Document in Volume A of this tender package.

PROJECT SUPERVISION FOR CONSTRUCTION STAGE SERVICE	Performance period	
All the duties of Project Supervisor for the Construction Stage according to the Safety, Health and Welfare (Construction) Regulations 2013, notwithstanding any inconsistent Contract contents.	While required for these Services	No additional payments

TIME CHARGES

The Time Charges set out below apply to Stage Services [if Scheduled], suspension [5.21], Client's Changes [13] and the calculation of the Stage (iii) fee [11.4] [unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply].

Grade	**€ per hour** (exclusive of VAT)
Senior Archaeologist	
Excavation Director	N/A
Excavation Supervisor	
Landowner Liaison Officer	N/A
Topographical Surveyor	N/A
Excavation Assistant	N/A
General Operative	N/A
Illustrator	N/A
Technician	
Human Bone Osteoarchaeologist	N/A
Finds Supervisor	N/A

MANAGEMENT SERVICES

[INCLUDED IN STAGE SERVICES AS RELEVANT, AND IN THE TOTAL FEE AND STAGE FEES]

REPORTING		
Timing	**Contents**	**Method**

COMMUNICATIONS [7]		
Timing	**Contents**	**Method**

COORDINATION AND REPORTING [8]		
Timing	**Contents**	**Method**

COOPERATION [9]		
Timing	**Contents**	**Method**

PAYMENTS [11]		
Timing	**Contents**	**Method**

CLIENT'S CHANGES [13]		
Timing	**Contents**	**Method**

TERMINATION [15]		
Timing	**Contents**	**Method**

ALERTS, FOLLOW UP		
Timing	**Contents**	**Method**
Conflict of Interest [2.28]	Details of Conflict of Interest- 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].	