An Roinn Oideachais agus Óige
Department of Education and Youth

Planning and Building Unit
Web: www.education.ie

Technical Guidance Document TGD-007

Design Team Procedures for Small Works

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1. INTRODUCTION

1.1 Purpose of Document

(a) This Guidance document sets out the procedures to be followed for small works (including Summer Works and Emergency Works projects) and should be read in conjunction with the current Department of Education and Skills [DEY] Design Team Procedures [DTPs] and the administrative procedures governing the particular Scheme.

(b) For details of the terms and conditions of a particular scheme refer to the documentation issued with the relevant scheme.

1.2 Definitions

(a) For the purpose of this document:

(i) The term School Authority means the Board of Management or other body legally entrusted with the management of the school.

(ii) A Design Team refers to all the professional advisors engaged by the School Authority for the project.

1.3 Project Management

(a) School Authorities are responsible for managing their individual projects at all stages from start to finish and in particular ensuring that the project is delivered within the allocated budget.

(b) As part of this responsibility the School Authority and its consultant or Design Team have a duty to comply with National procurement guidelines (available at www.constructionprocurement.gov.ie), Department of Education & Youth Technical Guidance Documents [TGDs], Practice notes, Technical notes and procedures (available at www.gov.ie/education), and have a duty to ensure that value for money is achieved in all instances.

1.4 DEY Approvals

(a) At the end of Stage 2a and before any applications are made for statutory approvals (planning permission, fire safety certificate, disability access certificate), a detailed written submission to the DEY is required from the School Authority and its Consultant/Design Team, confirming and demonstrating with appropriate technical reports that the project scope and cost are in line with the original brief and within the allocated funding, or, where this is not the case, explaining and justifying any required adjustment to the project scope and cost. Written approval is required from the DEY before proceeding with the project.

(b) Where the Planning Permission and/or the Fire Safety Certificate and/or the Disability Access Certificate have unduly onerous conditions which will result in increased capital costs, the School Authority should immediately revert to the Department for advice and the Department reserves the right to request the School Authority to appeal these conditions to An Coimisiún Pleanála, within the one month appeals period. Failure to inform the Department of onerous conditions in a timely manner may result in the School Authority having to fund the increased capital costs from its own resources.

(c) Before seeking tenders, the School Authority and its Consultant/Design Team **must confirm** that the project scope and cost remains within the scope and cost approved at Stage 2a, or, where this is not the case, explain and justify any proposed adjustment to the project scope and cost. Written approval is required from the DEY before proceeding to tender stage.

(d) Before accepting a tender or commencing construction the School Authority and its Consultant/Design Team **must confirm** that the project scope and cost remains within the scope and cost approved at Stage 2a (or Stage 2b if DEY approval for an adjustment was given), or, where this is not the case, explain and justify any proposed adjustment to the project budget. Written approval is required from the DEY before proceeding to construction.

(e) Compliance with paragraphs (a) to (d) above is required for projects being carried out for Additional Accommodation Projects ASA or for Modular or Temporary Accommodation Works. Compliance with paragraphs (b) (if applicable) and (d) is required for projects being carried out under the Summer Works Scheme or Emergency Works Grant Scheme.

(f) Failure to comply with any of the above requirements may result in the withdrawal of the approved funding.

1.5 Design Team Procedures

(a) The Design Team Procedures [DTP] 2025 (or as subsequently amended) set out the principles for each stage of the construction process and apply to all construction projects funded in part or in total by the Department of Education and Youth (unless otherwise stated).

(b) They set out the principles for each stage of the construction process starting with Preliminary Design (including Project assessment) and proceeding through the design stages to prepare Tender Documents, obtaining Tenders, Construction and Final Account.

(c) The Project stages are as follows:

STAGE 1	Preliminary Design
STAGE 2a	Developed Design
STAGE 2b	Detailed Design and Preparation of Tender Documents
STAGE 3	Tender Action
STAGE 4	Construction
STAGE 5	Handover and Final Account

(d) For small works (including Summer Works and Emergency Works projects) the Design Team Procedures 2025 (or as subsequently amended) apply, other than as modified by this document. The detailed reporting mechanism is not applicable other than as stated in this document. However, the principles of good planning and cost control inherent in the Design Team Procedures should still be applied.

(e) It is generally not necessary to consider Stages 1 and 2a (the Design Stages) separately. These stages can be combined (however, see (f) and (g) below). Stage 2b (Tender Documentation), Stage 3 (tenders) and Stages 4 and 5 (Post Contract Cost Control) still apply.

(f) Where the Project Brief is **confirmed to be viable** the appointed Design Team should proceed to design stage and preparation of the combined Stage 1/2A report within the specified area and cost limits approved by the Department.

(g) Where early analysis of the Project Brief by the Design Team reveals that delivery of the Project within the scope set out in the Project Brief involves substantial unforeseen works that were not identified in the Project Brief and threaten the Project viability, a Pre-Stage 1 Report in the format specified by the DEY is required in order to avoid abortive design work for unapproved works and resultant delays later in the Project. The Design Team must not continue with the design of a project that involves significant works not provided for within the Project Brief without first notifying the Client, completing a Pre-Stage 1 Report and awaiting confirmation from the Department as to how to proceed.

1.6 Technical reports

(a) Where a technical report is required as part of the application process for a specified scheme, the School Authority should appoint a suitable professional consultant to assist in the preparation of the report. Refer to Guidance on Procuring Consultants for Small Works, (available at www.education.ie for the appropriate appointment procedure.

1.7 Appointment of Professional Consultant(s)

(a) For all projects, the engagement of appropriate professional advice is essential. Refer to Guidance on Procuring Consultants for Small Works (available at https://www.gov.ie/en/department-of-education/publications/appointment-of-consultants/) for the appropriate appointment procedure.

(b) **It is a legal requirement to appoint a competent person to act as Project Supervisor (Design Stage).** This is a separate appointment with a separate fee that should reflect the nature and complexity of the project (refer to Guidance on Procuring Consultants for Small Works).

(c) Where the Building Control (Amendment) Regulations 2014 apply to the project, it is also a legal requirement to appoint an Assigned Certifier (again refer to Guidance on Procuring Consultants for Small Works).

(d) Please note the following National and European procurement thresholds which also noted the tender requirements in relation to the appointment of professional consultants. Please refer to SDG 01-TN06- National and EU Procurement Thresholds and Tendering Requirements (For Works Related Services) for further details.

National Procurement Thresholds (Below EU Threshold) - Works Related Services

Contract Type:	Estimated Value of Procurement (Ex VAT)	Value at Which EU Thresholds and EU procedures apply	From (Date)	To (Date) Updates Due	Type of Procedure	Requirements
Works Related Services	Less than €50,000		01st January 2026	31st December 2027	Quotations (5)	Direct Invitation - Seek a minimum of 5 Written Tenders from interested and competent contractors
Works Related Services	>/=€50,000 to <€140,000	>€140,000 (Ex Vat)	01st January 2026	31st December 2027	Open Procedure	Publish Contract Notice on eTenders

EU Thresholds - Works Related Services

Contract Type:	Estimated Value of Procurement (exclusive of VAT)	From (Date)	To (Date)	Type of Procedure	Requirements
Works Related Services	>/=€140,000	01 January 2026	31 December 2027	Restricted	Publish Contract Notice on eTenders including advertising of contracts in the Official Journal of the EU (OJEU)

1.8 Project Brief

(a) For all small building projects the responsibility rests with the School Authority and its consultants(s) to ensure that:

(i) The project brief is clearly defined before commencement of the Design process, and

(ii) The Project can be constructed within the available funding (see also 1.5 above).

(b) The overall cost of the works must include professional fees, Planning Fees & charges, Fire Certificate Application charges, Disability Access Certificate charges if applicable, licenses and all other project costs. At the early design stages the overall cost should incorporate a design contingency to allow for unforeseen costs arising during design development. See Appendix B "Total Project Cost Summary Template" showing the typical cost headings.

2. DESIGN - STAGES 1 AND 2a

2.1 Project Assessment

(a) The letter of approval for the project will always indicate the scope of works for which approval has been given.

(b) The School Authority should discuss with its consultant(s) the realistic scope of works within the level of funds available (refer to the "Total Project Cost Summary Template" at Appendix B).

(c) To ensure the project remains within cost, they should also agree a strategy to ensure that the project can proceed if costs at Tender stage exceed the level of the Grant. Such strategies may include omission of part of the works but should be planned from the beginning so as to prioritise the most urgent works (e.g. Health & Safety) and ensure that the standard of construction does not fall below an acceptable level.

(d) The Consultant(s) should prepare a written brief or scope of work taking into account the above issues. This brief should be agreed with the School Authority in writing before proceeding to develop the design or proposal.

(e) The Consultant must at all times advise the School Authority of the cost consequences of any decisions made and indicate to the School Authority whether the requested change can be accommodated within the available funding.

(f) Where client requests cannot be accommodated within the available funding, the Consultant must advise the client in writing and request confirmation (also in writing) from the School Authority that funds are available (from the School Authority) to pay for the requested changes and indirect costs arising from those changes.

2.2 Developed Design

(a) Once the written brief and scope of works has been agreed, the Consultant should explore and evaluate the options available for meeting the brief and demonstrate, through comparison of options and costs, that the recommended option achieves an acceptable balance between the design (architectural and engineering), educational and economic requirements of the project.

(b) The School Authority's Consultant(s) should then prepare proposals for discussion and agreement with the School Authority. Once the design approach has been agreed, the Consultant(s) must design and accurately cost the option chosen.

(c) At all times the design must take into account Health & Safety, the realistic cost of the proposed works and good building practice.

(d) Where appropriate, the Consultant(s) should arrange a pre-planning application meeting or meetings with the Local Authority to ensure the acceptability of the proposals and eliminate, where possible, onerous conditions. Unrealistic or disproportionate Local Authority requirements must not be conceded during pre-planning consultations.

(e) All new works must comply with the current Health and Safety Regulations, current Building Regulations, and have due regard for the need for robust durable construction with low maintenance.

(f) Where the project includes additional accommodation, these proposals must take into account the educational needs of the school and the possibility of future expansion.

2.3 Combined Stage 1/2a report

(a) The Consultant(s) must prepare and submit a written report for agreement with the School Authority before seeking Statutory Approvals or commencement of Tender documents (Stage 2b). This written submission should include:

(i) Drawings (including site and floor plans of the existing and proposed development to scale), specifications and documents sufficient to describe the agreed design proposal (with the scope of work, both new and existing, highlighted).

(ii) Commentary on how the proposed design meets the aims of the brief.

(iii) A detailed estimate of the overall cost of the project inclusive of VAT, Consultant's fees and all other charges (e.g. Planning Fees), together with written confirmation that the project, inclusive of all costs, can be constructed within the available funding. (Refer to the "Total Project Cost Summary Template" at Appendix B.) An elemental breakdown of the Estimated Contract Sum (Appendix B) must be provided, separating building costs, external works costs, site specific abnormal costs, alterations/refurbishment costs to existing building (if applicable) and fitted furniture costs.

(iv) Where site specific abnormal works dictate that additional funding beyond the scope of the original grant approval will be required, a detailed explanation and justification must be provided.

(v) A Health & Safety risk assessment prepared by the Consultant(s) on any H&S issues arising (both during construction stage and in use) with recommendations from the Project Supervisor (Design Process).

(vi) Confirmation as to whether Planning Permission, Fire Certificate and Disability Access Certificates are required and a report on any pre-planning meetings with the Local Authority.

(vii) An up-dated Programme.

(viii) In the case of Additional Accommodation Projects, a completed Stage 1/2a Report in accordance with the DoE standard report template.

(b) When the School Authority is satisfied that the Stage 1/2a Report is ready for submission to the DEY it should forward the report together with its own observations to the DEY and seek written approval to proceed to the next stage.

(c) If the School Authority intends to include works beyond the scope outlined in the letter of approval and to fund these works **from its own resources**, the Stage 1/2a Report must detail the cost of these works (including associated professional fees) and provide evidence of the availability of funds to cover the cost.

(d) The School Authority must **not** instruct its consultant(s) to proceed to seek statutory approvals and/or prepare tender documents until it receives written authorisation from the DEY to do so.

(e) A copy of this Submission must be retained in a safe place by the School Authority and shall be available for audit and inspection by the Department of Education and Youth.

(f) Once any required scope or budgetary adjustments have been made and approval to proceed to the next stage given in writing, the School Authority and its Consultant/Design Team should agree a strategy to ensure that the project can proceed if costs at Tender stage exceed the level of the Grant. Such strategies may include omission of part of the works but should be planned from the beginning so as to prioritise the most urgent works (e.g. Health & Safety) and ensure that the standard of construction does not fall below an acceptable level.

3. STAGE 2b – DETAILED DESIGN

3.1 Planning Permission and/or Fire Certificate and/or Disability access Certificate

(a) Where Planning Permission and/or a Fire Certificate and/or Disability access Certificate are required, these should be obtained prior to completion of the tender documentation, and changes arising from conditions must be included in the tender documents.

(b) Where the Planning Permission and/or the Fire Safety Certificate and/or the Disability Access Certificate have unduly onerous conditions which will result in increased capital costs, the School Authority should immediately revert to the Department for advice and the Department reserves the right to request the School Authority to appeal these conditions to An Coimisiún Pleanála, within the one month appeals period. Failure to inform the Department of onerous conditions in a timely manner may result in the School Authority having to fund the increased capital costs from its own resources.

3.2 Tender Documents

(a) Where the estimated cost of the construction contract is less than **€1.00m exclusive of VAT,** the form of Contract to be used is the Public Works Short Form of Contract (PW-CF6). However, the use of the PW-CF6 is not mandatory for projects below this threshold; forms PW-CF1 or PW-CF5 may be used if it is more appropriate, depending on the nature of the project (for example, if there was a greater level of risk being transferred to the contractor or there were particular specialists required). Where the estimated cost of the construction contract exceeds **€1.00m exclusive of VAT**, the Contract for Minor Building & Civil Engineering works designed by the Employer (PW-CF5) shall be used.

(b) Tender Documents must include fully detailed drawings and specifications for all elements of the project (including mechanical and electrical services), and must be completed in accordance with the **DEY Design Team Procedures 2025** (available at www.education.ie). **All work must be fully detailed, coordinated and designed before seeking tenders**. A Pricing Document shall be included which contains such descriptions, quantities and rates to enable a contractor to accurately price the work, and for the Consultant (and the contractor) to accurately value the progress of works carried out as well as any post-contract changes.

(c) The Building Control (Amendment) Regulations 2014 came into force on 1st March 2014 and have had a number of updates since most recently in May 2025. These regulations apply to all projects except projects where a Fire Safety Certificate and/or Planning Permission is **not** required. A preliminary Inspection Plan prepared in accordance with the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspecting and Certifying Buildings and Works should be included in the tender documents. In addition, if the Consultant/Design Team is intending to rely on the Contractor to provide ancillary Design Certificates for any elements of the work, details must be given in the tender documents and form of tender and schedule.

3.3 Pre-Tender Report

(a) The Consultant(s) must prepare and submit a report for agreement with the School Authority before advertising for contractors or going to tender. This report should include:

(i) An updated cost estimate based on the completed tender documents, inclusive of VAT, Consultant's fees and all other charges (e.g. Planning Fees, DAC charges, advertisements), together with confirmation that the project, inclusive of all costs, can be constructed within the available funding.

(ii) Copies of all tender document's drawings and specifications.

(iii) Confirmation that the Project Supervisor (Design Process) has reviewed the Consultant(s)' risk assessment on the proposed works and that his/her recommendations have been included in tender documentation.

(iv) Confirmation that a preliminary H&S Plan has been prepared and will form part of the Tender Documents.

(v) Where applicable, confirm that a preliminary Inspection Plan, in accordance with the Building Control (Amendment) Regulations 2014 (and any subsequent amendments), has been prepared and included in the Tender Documents.

(vi) Where applicable, copies of Planning Permission, Fire Safety Certificates and Disability Access Certificates.

(vii) An up-dated Programme.

(b) The School Authority should ensure that the report and drawings submitted are fully understood by all members of the School Authority, and that they are satisfied that the proposal meets its brief and can be

constructed within the available funding.

(c) Before seeking tenders the School Authority and its Consultant/Design Team **must confirm** that the project scope and cost remains within the scope and cost approved at Stage 2a, or, where this is not the case, explain and justify any proposed adjustment to the project scope and cost (only additional costs arising from unforeseeable planning, fire certificate or disability access certificate conditions will be considered for additional funding). Written approval is required from the DEY before proceeding to tender stage.

(d) A copy of the Pre-Tender (Stage 2b) Report must be retained in a safe place by the School Authority and shall be available for audit and inspection by the Department of Education and Youth

3.4 Consultant's undertaking

(a) The School Authority's Consultant/Design Team must also **confirm to the School Authority in writing that:**

(i) Where the estimated cost of the construction contract is less than **€1.0m** exclusive of VAT, the Public Works Short Form of Contract (PW-CF6) is being used, **or**, where the estimated cost of the construction contract exceeds €1.0m exclusive of VAT, the Contract for Minor Building & Civil Engineering works designed by the Employer (PW-CF5) is being used.

(ii) There is no partial, sectional or phased handover to the Contract.

(iii) There are **no** P.C. sums, Prime Cost sums or contingencies of any kind in the Contract.

(iv) There are no "reserved or named specialists" and that all sub-contracts are domestic for the Main Contractor.

(v) All building works (including Mechanical & Electrical) both internal and external have been fully detailed and specified.

(vi) In accordance with the Building Control (Amendment) Regulations 2014(and any subsequent amendments), the Consultant/Design Team is prepared to certify that the design complies with the Building Regulations and will issue all necessary undertakings and certificates required of the Designer and the Assigned Certifier to the Building Control Authority once authorisation to proceed to construction is received.

(vii) The guidance on completing the form of tender and schedule for the Public Works Short Form of Contract at **appendix C** has been used. Where the Contract for Minor Building & Civil Engineering works designed by the Employer is being used (where the estimated cost of the construction contract exceeds €1.0m exclusive of VAT), the guidance in DTP2025 – Preparation of Tender Documents should be used for completing the form of tender and schedule.

(viii) The duration of the Contract is clearly stated in the Tender Documents.

(ix) Tenders will be obtained on a fixed price basis. The basic information which must be clearly stated in tender documents to facilitate fixed price tendering is (a) the contract period and (b) the period for acceptance of tenders **(normally a maximum of 180 days).**

(x) Specific preliminary clauses are required to be included in tender documentation to take account of the most up to date Safety Health and Welfare at Work (Construction) Regulations

(xi) It is stated in the tender documents that Compliance with Tax Clearance Procedures is a condition precedent to the award of the contract.

(xii) Where a Bill of Quantities forms part of the Tender Documents, the Bill of Quantities/Pricing Document is to be in accordance with most up to date rules of measurement which will be either ARM 4 and Supplement 1 or ARM 5 (*Please refer to SDG01TN02 -Implementation and use of ARM 5 for DOE Projects -April_2025)*

(xiii) A full Bill of Quantities/Pricing document is generally not required with the Short Form of Contract (see 3.2(b)). Where a full Bill of Quantities/Pricing Document is proposed the Contract for Minor Building & Civil Engineering works designed by the Employer (PW-CF5) must be used and the mechanical and electrical services sections of the Bill of quantities must be measured in accordance with ARM4, Supplement 2, ARM 5 or any sequent revisions of the measurement rules where applicable. *(Please refer to SDG01TN02 -Implementation and use of ARM 5 for DOE Projects -April_2025).*

4. TENDERING PROCEDURE

4.1 Electronic Issue of Tender Documents

The issue of all Tender Documents and Correspondence should be done electronically (for both Open and Restricted Procedures)

4.2 Open or Restricted Tendering?

a) Below **€500,000** (excluding VAT):

(i) For projects with a Construction value of less than **€200,000** (excluding VAT) either the requirement is to seek Direct Invitation Seek a minimum of 5 written tenders from interested and competent contractors. The Restricted Procedure or the Open Procedure is not required to be used. The request for quotes (RFQ) facility within the eTenders platform can be used for this requirement.

(ii) For projects with a Construction value greater than **€200,000** (excluding VAT) the Open Procedure must be used, and a Contract Notice must be published on eTenders.

(iii) The advertising and tendering procedures set out below apply.

(b) Above **€500,000** (excluding VAT):

(i) For projects with a Construction value less than **€2,500,000** (excluding VAT) the Open Procedure should be used unless the prior agreement of the Department of Education and Youth [DEY] to use the Restricted Procedure has been obtained. A Contract Notice must be published on eTenders.

(ii) For projects with a Construction value equal to or greater than **€2,500,000** (excluding VAT) Contracting Authorities may use either the Open Procedure or the Restricted Procedure. In general principle the Restricted Procedure should be used for larger and more complex projects. For smaller straight forward projects where the cost of Tendering will not be an undue burden on contractors the Open Procedure can be used. A Contract Notice must be published on eTenders

(iii) The procedure set out in the Design Team Procedures **DTP 2025 Procurement of Contractors Section 3** is applicable for projects using the Open Procedure.

(iv) The procedure set out in the Design Team Procedures **DTP 2025 Procurement of Contractors Section 4** is applicable for projects using the Restricted Procedure

4.3 Public / eTenders Advertisement

a) For projects with an estimated construction value of less than **€200,000** excluding VAT, advertisement on eTenders or other national medium is not required (unless there is the possibility of cross-border interest).

b) For projects greater than **€200,000** an advertisement must be placed on the eTenders platform.

c) For projects greater than **€5,404,000** (excluding VAT) a Contract Notice must be placed in the OJEU journal. This can be done through the eTenders website.

4.4 Tendering for Works under €200,000 (excluding VAT)

a) A minimum of at least 5 quotes (in writing or by email) must be sought from suitable contractors and a minimum of 5 obtained.

(i) School Authorities and their Consultants/Design Teams are required to consider any Contractor who has expressed an interest in tendering for the project (e.g. by writing, phoning or emailing the school or consultant) There is no upper limit on the number of contractors permitted to tender for the project.

(ii) The School and their Consultant/Design Team should consider putting an advertisement in the local papers (including cross-border papers where appropriate) stating how to obtain the tender documents and the latest date for the return of tenders. In addition, the School and their Consultant/Design Team must directly contact any Contractor who has expressed an interest in tendering for the project (e.g. by phone, in writing or emailing the school or consultant) informing them in a timely manner of the tender opportunity and how they can obtain a copy of the tender documentation.

b) It is permissible and prudent to contact suitable contractors in the general geographical area to alert them to the tender opportunity and invite them to respond to the advertisement

c) If fewer than five firms submit tenders, the Contracting Authority should only proceed with an award if it considers that **there has been genuine competition and that the tender being considered for acceptance represents value-for-money**.

d) If there is the possibility that there could be interest from another jurisdiction (e.g. Northern Ireland) it is important to ensure that the principles, under the Treaty of Rome, of transparency and non-discrimination are observed.

4.5 Tendering for Works > €200,000 (excluding VAT) and < €1,000,000 (excluding VAT)

Minimum Standards for Participation

a) Under the Open Procedure, all interested parties are permitted to submit tenders. This does not mean however that there are no minimum standards for participation.

b) For a tender to be deemed a valid tender, the tenderer must meet the minimum standards for participation published in the advertisement/Contract Notice and the Conditions for Award set out in the Tender Documents.

c) These minimum standards must be reasonable and should not exceed the requirements in the DoEY Suitability Declaration for Small Works available on the Department Website.

d) For Projects < €1,000,000 (excluding VAT) all tenderers should be required to sign the DoEY Suitability Declaration for Small Works and submit it with their tenders.

(i) By signing this declaration, tenderers are stating that they meet the minimum Standards for Participation and the Conditions for Award and confirming that (if they are the apparently successful tenderer) they will produce (within 7 calendar days) evidence of **compliance with all sections of this declaration.**

eTenders Advertisement

a) Once the Tender documents are complete a Contract Notice must be placed on eTenders (see Appendix A).

b) The DEY Suitability Declaration for Small Works (available at www.gov.ie/education under *School Building & Design > Procedures and Cost Plans > Design Team Procedures*) should be included in the tender documents to be uploaded to eTenders, together with instructions to tenderers that it must be signed and submitted with their tenders.

c) The following wording should be included in the eTenders Contract Notice (see Appendix A):

Important Notice:

*a) Tenderers are required to read the **DEY Suitability Declaration for Small Works** carefully and to make sure that they meet the minimum standards stated therein. Tenderers who do not meet those requirements should not submit a tender as they will be excluded at award stage. All Tenderers are liable for their own costs of tendering.*

b) In using the Open Procedure placing an advertisement on eTenders does not guarantee an acceptable level of interest from contractors. It is permissible and prudent to contact suitable contractors in the general geographical area to alert them to the tender opportunity and invite them to respond to the advertisement through the eTenders platform only.

Tenders

a) An adequate period of time must be allowed to tenderers for compiling and submitting their tenders. The minimum period to be allowed is 21 calendar days (15 working days) (for works value below the national thresholds) The Department of Education and Youth recommend allowing a 30-Day calendar period for all tender processes which aligns with the durations required to be observed for above threshold competitions. Tender submissions should all be made digitally and through the eTenders platform (not by email)

Tender Assessment

a) Tenders received on or before the due date will be locked within the eTenders system and can only be opened after the tender return date and time has passed. These should be opened within the system by a nominated official of the School Authority in the company of the Lead Consultant(s). All details must be recorded and the eTenders system will provide records in this regard

b) A signed *DEY Suitability Declaration for Small Works* must be included with each Tender submission. Any tenderer who has not submitted the signed suitability declaration and the signed Form of Tender with the price clearly stated (either in words or numbers) should be excluded.

c) The lowest qualifying tender (i.e. not excluded at (a) above) is the apparently successful tenderer or preferred bidder.

d) The Preferred bidder's pricing document should now be opened and any arithmetical errors, low rates, zero rate or un-priced items noted for further review and clarification.

e) The preferred bidder should now be contacted and asked to provide (within 7 days) the information required in the *DEY Suitability Declaration for Small Works.* The template Letter of Intent TGD-007 - Appendix D - Template Letter of Intent should be used

i. At the same time, if his/her Form of Tender has been modified in any way (e.g. additions, omissions or amendments, he/she should be given the opportunity (in writing) to withdraw those qualifications. (If any such qualifications are not withdrawn, the tender should be rejected.)
ii. Any arithmetical errors, low rates or unpriced items should be brought to the preferred bidder's attention, and he/she should be given the opportunity (in writing) to provide a rebalanced pricing document and to stand over or to withdraw his/her tender. He/she should not be allowed to correct or amend their submitted tender in any way.
iii. Where a tender is so low that the Consultant(s) considers that viability may be compromised, detailed discussions with the contractor must take place to establish whether the tender is reliable and to allow the tenderer to explain the apparently low pricing. The process should also obtain confirmation that the contractor is prepared to stand over his/her tender the Consultant(s) must be satisfied that the contractor has comprehensive knowledge of the extent, scope and nature of the works and of post contract cost control procedures, that he/she has demonstrated the adequacy of his/her tender and has the financial capacity to complete the project..

f) When the evidence of compliance with the DoEY Suitability Declaration for Small Works has been received, it should be examined and verified

i. The preferred bidder should not be excluded on a technicality (before excluding the preferred bidder clarification should be sought for such non-compliance items).

ii. However substantive non-compliance items (e.g. complete failure to demonstrate H&S competence or no track record of projects of a similar size and complexity) are a basis for exclusion and are not matters of clarification.

If clarification is sought on any item and the issue is not resolved by return the preferred bidder should not be given a further chance

g) If the preferred bidder is deemed to be non-compliant, that tenderer should be excluded and the next lowest tenderer should be deemed to be the preferred bidder. The process from 4.5(n) to 4.5(p) should be repeated until a qualifying preferred bidder is established

h) Except where a tender is withdrawn or deemed to be non-qualifying (as above) the Design Team must not pass over the lowest or any tender, due to any other reasons without prior consultation and agreement with the Planning and Building Unit (PBU).

4.6 Works > €1,000,000 (excluding VAT)

a) For guidance on using the Open Tendering Procedure refer to the Design Team Procedures **DTP 2025 Procurement of Contractors** (must up to date version)**, Section 3** (available on the Department website).

In using the Open Procedure placing an advertisement on eTenders does not guarantee an acceptable level of interest from contractors. It is permissible and prudent to contact suitable contractors in the general geographical area to alert them to the tender opportunity and invite them to respond to the advertisement. Responses should be through the eTenders platform.

b) For guidance on using the Restricted Tendering Procedure refer to the Design Team Procedures **DTP 2025 Procurement of Contractors** (must up to date version)**, Section 4** (available on the Department Website).

4.7 Cost Control

a) Even if the recommended tender inclusive of VAT, plus consultant(s) fees and all other charges is within the approved Devolved Grant sum (or total funding available to the School Authority) the School Authority may not authorise commencement of construction until written authorisation is received from the DEY.

b) Where the recommended tender exceeds the available funding, the School Authority and the Consultant/Design Team must jointly assess the action required to reduce the cost to the level of available funding. Such reductions must not include reductions in building quality or standards.

4.8 Tender Report

a) In all cases, the Consultant(s) must prepare and issue a tender report to the School Authority for consideration. This report should include:

(i) A list of Tenderers and the amount of each tender received.

(ii) A copy of the completed Form of Tender of the recommended main contractor.

(iii) A cost analysis to an appropriate level of detail.

(iv) The Consultant/Design Team report and recommendation.

(v) A reconciliation with the approved budget and, where appropriate, a schedule of reductions which may be necessary to meet cost limits.

b) This tender report, including any amendments agreed after consultation with the School Authority, must be submitted to the DEY together with a request for approval to commence construction.

c) If the recommended tender exceeds the level of available funding and if it is not possible to make sufficient savings, through a Bill of Reductions, to bring the cost in line, the full Tender Report, including a detailed explanation for the cost over-run, should still be completed, and the School Authority should revert to the DEY to seek advice on how to proceed.

d) The recommended tender **must not be accepted** or a contract placed with the preferred bidder until written authorisation is received from the DEY.

5. CONSTRUCTION

5.1 Tender Acceptance

a) Once written authorisation has been received from the DEY, the School Authority and the Consultant/Design Team must make every effort to have construction commence as quickly as possible, and well within the maximum period during which tenders remain open for acceptance (90 days). Failure to meet this deadline could cause cost increases and jeopardise the project.

b) A Performance Bond is not normally required for projects under €500,000 (excluding VAT). **For projects above this value a bond is required.** The bond must be in accordance with the Model Form available at www.constructionprocurement.ie.

c) Tender acceptance should be in accordance with the Short Public Works Contract, as follows:

(i) The Awarding Authority issues a Letter of Intent [see template TGD-007 - Appendix D - Template Letter of Intent to enter into a contract subject to preconditions such as, for example:

- Conditions for participation (as stated in Declaration)
- Compliance of Contractor's insurances with the Conditions of Contract
- Appointment of a competent Project Supervisor for Construction Stage
- Compliance with Tax Clearance Procedures

d) When all preconditions have been satisfied, the Consultant accepts the tender on behalf of the school by issuing to the Contractor a copy of the Form of Tender with the tender acceptance section at the bottom signed. This forms the Contract. **The contract period commences on the date of the Letter of Acceptance, and the Contractor is required to commence work on site within 5 days**.

e) Where the form of contract is the Minor Building & Civil Engineering works designed by the Employer (projects with an estimated cost over **€1.0m** exclusive of VAT) the guidance in DTP 2025 Tender Action Stage 3 (available the Department Website) can be adapted to suit the devolved nature of the project (i.e. no submissions to, or direct contact with, the DEY except where noted herein).

f) The Assigned Certifier (Usually the Architect/Employer's Representative or consultant for the project), in consultation with the School Authority and the Contractor, issues the Commencement Notice, including all associated undertakings, certificates and documentation as required by the Building Control (Amendment) Regulations 2014 (and any subsequent amendments) and the associated Code of Practice for Inspecting and Certifying Buildings and Works, to the relevant Local Authority using the online Building Control Management System. The issue of the Commencement Notice shall be timed to allow commencement of the contract in accordance with the letter of acceptance and the Conditions of Contract.

g) (The Consultant should assist the School Authority in complying with its obligations under the Building Control (Amendment) Regulations 2014, as Building Owner).

h) The Contractor issues the required notifications to the Health and Safety Authority after consultation with the Consultant and the Client. The issue of the required Notice shall be timed to allow commencement of the contract in accordance with the letter of acceptance and the Conditions of Contract.

i) While the Tender Acceptance forms the Contract, it is still necessary, in the case of the Minor Building & Civil Engineering works designed by the Employer contract, for the Contract to be formally signed by both parties (not later than one month after contract commencement). The Short Form of Contract has no provision for signing and Tender Acceptance alone forms the contract.

5.2 Notice to Unsuccessful Tenderers

a) At the same time as the Letter of intent is issued, the Design Team leader should issue letters to all of the apparently unsuccessful tenderers. For projects where the Public Works Short Form of Contract is being used the template Letter to Unsuccessful Tenderers (TGD-007 - Appendix E - Template Letter to Unsuccessful Tenderers) should be used. For projects where the Contract for Minor Building & Civil Engineering Works designed by the Employer is being used, the guidance in **DTP2025 - Tender Action (Stage 3)**, available on the Department website should be followed and the associated template letter used.

b) **A minimum of 14 calendar days** (where the response is issued digitally).must be allowed for responses before a Letter of Acceptance to the successful tenderer can be issued

c) Where a valid challenge or legal appeal is made within the 14 day period the subject matter of the challenge or appeal must be resolved prior to contract award.

5.3 Post Contract Cost Control

a) The contract does not (and cannot) include any contingency. The maximum Devolved Grant funding commitment however applies to the total of the Contract sum plus fees and charges. It does not cover any other expenditure whatever.

b) It must be emphasised that the responsibility for controlling the cost within the contract sum rests with the School Authority and the Consultant/Design Team and any excess of the final account over the contract sum will fall to the School Authority to fund from its own resources.

c) The Consultant/Design Team members are individually and collectively responsible for the effective management of the project to achieve its completion on time and within budget. Constant communication and information exchange between the Employer's Representative (i.e. the Consultant or Design Team Leader) and the School Authority is essential in this regard.

d) All change orders, contractor claims requiring additional funding and/or additional works outside the approved grant must be agreed with the School Authority in writing prior to these works being carried out on site. Where additional funding is required, application must be made to the Department, including a detailed breakdown of the additional cost, the reason for the change order and justification for the additional funding.

e) The Consultant/Design Team shall prepare regular Financial Reviews for the School Authority and must highlight any variations or project delays that may affect the final contract cost. At all times the School Authority must acknowledge in writing to the Employer's Representative that it will be responsible for any additional costs.

f) The Financial Review should be accompanied by a summary Progress Report comparing progress to date with the agreed programme of work, and highlighting any areas of delay, and the action being taken to maintain the agreed programme.

5.4 Price Variation Clause 18 (PWCF 6)

a) **PW-CF6 – the Short Public Works Contract**:

- Clause 18 Price Variation is now included in the contract, that permits adjustments to be made to the Price (for the contract) in respect of fluctuations in the prices of materials and fuel energy sources. The permitted categories of materials that may be used are restricted to [11] main categories in Table 3 of the CSO Wholesale Price Indices.
- In addition, similar to PW-CF5, an option to use fluctuations in only the 'All Materials' category of Table 3 of the CSO Wholesale Price Indices is included.
- Similarly, to PW-CF1 to PW-CF5, the contracting authority states the threshold value to apply for increases, and the contract provides the threshold value for decreases in excess of 10%.
- There is no adjustment permitted for fluctuations in the price of labour

5.5 Safety File

a) Under the Safety Health & Welfare at Work (Construction) Regulations a Safety File is required on most projects (check with your PSDP). The co-ordination of the preparation of the Safety File is the responsibility of the Project Supervisor (Design Process) [PSDP]. The Consultant/Design Team and Project Supervisor Design Process will provide advice on what is required.

b) The Safety File exists for the benefit of the School Authority. It is intended to provide information that will be needed by anyone preparing for construction work, and cleaning or maintenance work on the site after completion of the current project. It is an essential reference for project supervisors appointed for future construction works (maintenance, repairs, renovation, extension or demolition) and it will be the basis for future safety plans. It is also a legal requirement!

c) Information for the Safety File should be captured from the start of the project. As design is completed and information from contractors becomes progressively available, additional input for the file can be assembled under the supervision of the PSDP.

5.6 Payments Generally

i. It is a contractual requirement that the School Authority pay to the Contractor the amount specified on each certificate within the time period allowed within the contract and fully in accordance with the provisions of the Construction Contracts Act 2013

ii. Payments to the Contractor should only be made on the recommendation of the Employer's Representative (i.e. the Consultant or Design Team Leader) by means of Certificates signed by the Employer's Representative and presented to the Client for payment.

iii. The process for coordinating the valuation of works for interim certificates is a matter for the Consultant/Design Team and the Main Contractor, and the School Authority should not accept late or separate claims for payment not included on the interim certificate. The process should be fully in accordance with the provisions of the Construction Contracts Act 2013.

iv. On construction projects, it is standard practice to deduct a percentage of each payment certificate to ensure that adequate funds are available to remedy all defects. This is called Retention. On issue of the Certificate of Substantial Completion, half of this retention is released. **The appropriate level of retention for small projects is normally 10%.**

v. There are no Specialist Contractors, Named Contractors or Nominated Sub-Contractors. **Payments should only be made to the Main Contractor.**

vi. Where certificates of payment are issued, including recommendations for payment in respect of additional work or variations exceeding the available funding, the School Authority bears full financial responsibility and must fund those works from its own resources. (See also Section 5.3.)

5.7 Certificate of Substantial Completion

(a) The Certificate of Substantial Completion is issued by the Employer's Representative when the building or works are complete and fit for occupation/use and all the contract requirements have been complied with. Once the Certificate of Substantial Completion is issued, the responsibility for insurances for the new works passes from the Contractor to the School Authority.

(b) Where the Building Control (Amendment) Regulations 2014 apply to the project, the Assigned Certifier must submit to the Building Control Authority a Certificate of Compliance on Completion, signed by the Builder (at Part A) and by the Assigned Certifier (at Part B), and all associated documentation as required by the Code of Practice for Inspecting and Certifying Buildings and Works. The Certificate of Compliance on Completion must then be validated and registered by the Building Control Authority before the Certificate of Substantial Completion can be issued.

(c) Prior to issuing the Certificate of Substantial Completion, the Employer's Representative must consult with the School Authority and ensure that the School Authority is satisfied that the works have been carried out to such a stage that they can be taken over and used for their intended purpose and that any outstanding items are such that their completion or rectification does not interfere with, or interrupt, such use.

(d) It is the responsibility of the Employer's Representative to ensure that all defects and snags have been identified, agreed with the School Authority and listed for the contractor's attention.

(e) The Defects Liability Period is the time allowed during which defects or snags which become apparent must be repaired or fixed and is normally 12 months from Substantial Completion.

(f) Prior to hand over of the building or works, the Consultant/Design Team must explain how to operate and maintain the building and its engineering services systems at optimum efficiency with particular emphasis on safety and energy conservation; and the Project Supervisors for the Design Process and for Construction must provide all information and documentation required to allow the School Authority comply with its duties in respect of the safe operation of the premises under the relevant statutory provisions.

(g) As soon as the Certificate of Substantial Completion has been issued and the building handed over to the School Authority, the Consultant/Design Team should issue a comprehensive set of the latest issue of as built construction drawings and copies of all guarantees allowed for in the Contract Documents to the School Authority, together with an Architect's Opinion on Compliance of the Works with Planning and Development Acts and a copy of the signed Certificate of Compliance on Completion (which confirms compliance with the Building Regulations).

5.8 Defects Certificate

a) The Defects Certificate is issued by the Employer's Representative at the end of the Defects Liability Period and brings the contract to a close. For the School Authorities this is an important event as it releases any outstanding payments to the Contractor and closes off direct recourse to the Contractor in relation to building defects.

b) The Contract states: "Any time until the Employer's Representative issues the Defects Certificate, the Employer's Representative may instruct the Contractor to remove from the Site and replace any Works or goods or materials for the Works that do not comply with this Contract or otherwise to put right (in a manner instructed by the Employer's Representative) any part of the Works that do not comply with this Contract. If the Contractor fails to comply with the instruction promptly, the Employer may do the work itself, or have it done by others, and the Contractor must pay or allow the Employer's cost of the work".

c) Prior to the issue of the Defects Certificate the Consultant(s) shall agree and confirm, in writing, to the School Authority, and the School Authority shall confirm acceptance in writing, that all defects have been corrected within the Defects Liability Period.

5.9 Final Account

a) The Consultant/Design Team should prepare a Draft Final Account for discussion and agreement with the School Authority in advance of agreement with the Contractor.

b) A Final Account is the agreed final cost of a Construction Project including all approved changes and cost increases (if any) which have obtained funding approval. Where the proposed Final Account exceeds the approved project cost, the School Authority has sole responsibility for the additional cost. The Department of Education and Youth will not consider any applications for additional funding for any reason.

c) On agreement of the Final Account a Final Account report should be prepared by the Consultant(s) and submitted to the School Authority. It should include where appropriate:

   i. The Employer's Representative Report on the Building Works and the Contractor's performance during the Building Contract.

   ii. A Cost Report including list of Change Orders referenced to approvals with the value of Omissions and Additions in respect of each Change Order

d) When the Employer's Representative issues the Defects Certificate, the amount of that certificate should be the unpaid balance of the adjusted Price (i.e. the Final Account sum), less deductions permitted by the Contract. On payment of this certificate your project is complete.

Appendix A - eTenders Contract Notice

Note: The Consultant must register and obtain on eTenders and complete the notice by working through the system step by step.

Additional Information for inclusion in eTenders Contract Notice and Letter of Invitation

1. In the text box for “Description” include a short description of the project and add the following text:

Tenderers must sign the "DEY Suitability Declaration for Small Works" available on the Department Website) and if requested to do so must provide the necessary evidence of compliance stated in that document within 7 days, including evidence of annual turnover greater than 1.5 times the sum tendered, and Health & Safety competence.

The Contract is intended to be awarded to a single main contractor. If a group of contractors apply as a group or joint venture and are successful, either a lead contractor must be nominated who will be responsible for providing the service or a Joint Venture must be formed with whom the Awarding Authority will sign the contract.

2. In the Letter of invitation include the following information: Important Notice:

- Tenderers are required to read the DEY Contractor Suitability Declaration for Small Works carefully and to make sure that they meet the minimum standards stated therein. Tenderers who do not meet those requirements should not submit a tender as they will be excluded at the award stage. All Tenderers are liable for their own costs of tendering.
- The applicable works contract will be: Short Form of Contract (PW-CF6) (where applicable)(available at www.constructionprocurement.gov.ie)
- The Contract will be awarded on the basis of lowest price.
- There are no Contractor or Employer named specialists. All sub-contractors are domestic. The successful applicant will be appointed Works Contractor and Project Supervisor for the
- Construction Stage (PSCS) on the project in accordance with the Safety, Health and Welfare at Work (Construction) Regulations.
- The Project categorisation for assessment of H&S competence as Works Contractor and PSCS **is [Type 1/Type 2/Type 3]**. If not specified, the default is Type 1 i.e. **<€500,000** with no special H&S considerations. **Specify Type 2** if the project is over **€500,000** in value.
- The Areas of work involving Particular Risks known to Contracting Authority at this time are: **[none if not otherwise stated].**

It is a condition precedent to the award of the Contract that the successful Tenderer will provide:

1. A current tax clearance certificate or in the case of a non-resident Contractor a statement of suitability on tax grounds from the Revenue Commissioners of Ireland
2. Evidence showing that they are in compliance with the rates of pay and the conditions of employment, including pension contributions, comply with all applicable law and that those rates and conditions are at least as favorable as those for the relevant category of worker in any sectoral employment orders, employment regulation orders or registered employment agreements implemented in accordance with the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded) including Evidence of compliance with your legal obligations regarding Sick Pay/Pensions including Death in Service Benefit The Department of Education & Youth is subject to the requirements of the relevant updated Freedom of Information Acts. If a candidate/tenderer considers that any of the information supplied in response to this notice is either commercially sensitive or confidential, this should be highlighted and the reasons for the sensitivity given. The relevant material will in response to a request under the Act be examined in the light of the exemptions for in the Act.

Appendix B - Total Project Cost Summary Template – See Excel Template on Website

Total Estimated Project Cost [Pre Planning Permission]:

A	Estimated Contract sum (including VAT)	€
B	Estimated Cost of Planning/Fire Cert Conditions (including VAT)	€
C	**Sub-Total [A+B]**	**€**
D	Estimated Planning Development Charges	€
E	Utility connections and other charges:	€
F	**Sub-Total Construction costs [C+D+E]**	**€**
G	Consultant(s) Fees (Including VAT)	€
H	Project Supervisor (Design Process) Fees (Including VAT)	€
	TOTAL PROJECT COST [F+G+H]	**€**

Total Estimated Project Cost [Pre tender]:

A	Estimated Contract sum (including VAT) including Planning/Fire cert conditions	€
B	Planning Development Charges	€
C	Utility connections and other charges:	€
D	Survey / Site Investigations	€
E	**Sub-Total Construction costs [A+B+C+D]**	**€**
F	Consultant(s) Fees (Including VAT)	€
G	Project Supervisor (Design Process) Fees (Including VAT)	€
	TOTAL PROJECT COST [E+F+G]	**€**

Total Project Cost [Based on actual contract sum]:

A	Contract sum (including VAT)	€
B	Planning Development Charges	€
C	Utility connections and other charges:	€
D	Survey / Site Investigations	€
E	**Sub-Total Construction costs [A+B+C+D]**	**€**
F	Consultant(s) Fees (Including VAT)	€
G	Project Supervisor (Design Process) Fees (Including VAT)	€
	TOTAL PROJECT COST [E+F+G]	**€**

Appendix C - Completing the Schedule to the Public Works Short Form of Contract

The changeable sections of the Schedule should be completed as follows:

· The **Contractor** is: [Name and Address of successful tenderer to be entered here when Contract is being signed]

· The **Employer** is [Name and Address of Employer to be entered here when Contract is being signed]

· The **Employer's Representative** is [Name and Address of Main Consultant to be entered here when Contract is being signed]

· The **Time for Completion** is ..... *(insert period)*
[The period for completion should be entered here prior to issue of Tender Documents]

· **Other documents in Contract** [Enter all contract documents]

Clause 2.6

Rate of liquidated damages
State amount per day, based on a genuine pre-estimate of the loss to the Employer if the handover of the building is delayed.

Clause 2.8

A weather event is when a weather measurement is recorded at …….. weather station …… [The nearest Weather Station should be entered here prior to issue of Tender Documents]

A weather event also means the following: …….
[This line should be left blank]

Clause 3.15

The Employer's Representative will issue the Defects Certificate between _____and _____months after the date for which it certified that the Works were substantially complete.

[For most projects the correct time periods are 12 and 13 months. The time periods should be entered here prior to issue of Tender Documents]

Clause 4.1

Arrangements for interim payments on account are: monthly, 90% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's Representative's satisfaction.
(*Delete and replace if alternative period, percentage or arrangements are to be used.*)

[For most projects the above arrangements should not be altered.]

The percentage of the Price to be paid after the Employer's Representative certifies the date the Works were substantially complete (less deductions under clause 4.1) is _%. (If blank, 95%)

[For most projects the above percentage should not be altered.]

Clause 4.2

The Employer must pay the amount due on an invoice under clause 4.2 within _____working days after receiving the invoice. (If blank, 10 working days.)

[A period of 15 working days for payment on foot of invoice received should be entered here]

Clause 10.3

The minimum indemnity limit for public liability insurance is €6.5m 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.

The minimum indemnity limit for employer's liability insurance is: €13.0m for any one event.

Clause 10.4

The maximum levels of excess for the required insurances are as follows:

· insurance of the Works and goods and materials for the Works: € The greater of 1% of Project Value or 0.5% of Contractor's turnover – (Where an excess higher than these parameters is proposed the Planning and Building Unit should be contacted.)

· public liability € The greater of 1% of Project Value or 0.5% of Contractor's turnover – (Where an excess higher than these parameters is proposed the Planning and Building Unit should be contacted.)

for property damage only, no excess for death, illness or injury

Clause 12.3

If the Employer terminates the Contractor's obligation to complete the Works, and clause 12.2 does not apply, and the Employer appoints another contractor within 12 months after the termination to complete the Works, the percentage of the unpaid portion of the Price to be paid to the Contractor is ___% (If blank, 4%).

[4% to be entered here]

Clause 15.2

..... the conciliator will be appointed by The Royal Institute of Architects Ireland

Clause 17.1

Subject to Clause 17.2 of the conditions, the monetary amount of the Contractors liability to the Employer under or arising out of this contract shall not exceed the amount stated here:

[Amount equal to the tender price should be inserted here]

Clause 18 (PWCF6)

Table of Materials Categories to apply for Clause 18 Price Variation:

[Table 1A (all Materials Category only) applies or table 1B (materials categories) applies

[Select Table 1A All Materials category only]

Part 1 – PROPORTION OF MATERALS, FUEL, NON ADJUSTABEL OVERHEADS, PLANT AND LABOUR

An exercise on the costs should be carried out to determine the allocations of the various elements

Estimates and guidance as follows (Note projects should be reviewed on case-by-case basis as the make-up of projects will differ)

Guidance Only:

APPENDIX 3 to Clause 18

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

Element	Percentage of Price
Materials	57%
Fuel	2%
Non-Adjustable Overheads	5%
Plant	5%
Labour	31%
Total	**Must equal 100%**

○

Part 2 – PERMITTED INCRESE THRESHOLD

For projects carried out under PWCF 6 the threshold should be set between the default of 5% and the Maximum of 10%. Consideration should be given to the programme duration of the works and the threshold selected should be proportionate to the risk associated. Shorter projects should set a higher threshold as the risk of an inflation impact is less due to the quick turnaround. Longer projects should set the threshold at the lower to reflect the longer duration and the added risk that the impact of inflation might have on the project

[Select between 5% to 10%]

PART 2: PERMITTED INCREASE THRESHOLD

CA Note: Select a percentage figure from the drop-down menu below.

The Permitted Increase Threshold is	5%