OFFICE OF PUBLIC WORKS
& CORK COUNTY COUNCIL

FERMOY SOUTH EAST AND SOUTH WEST DRAINAGE SCHEMES

VOLUME B

PUMPING STATIONS EICA UPGRADE AND O&M CONTRACT

Copyright

June 2026

Tender and Schedule

for

The Project	Fermoy South East and South West Drainage Schemes - Pumping Stations EICA Upgrade and O&M Contract

using the

Standard Agreement for use with the

Term Maintenance and Refurbishment Works Contract

Office of Government Procurement

Term Maintenance and Refurbishment Works Contract

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Government Buildings
Upper Merrion Street
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FORM OF TENDER

To	*The Employer*	The Commissioners of Public Works in Ireland
	Address of Employer	Flood Projects Management 2nd Floor, 1GQ, George's Quay, Dublin 2, Ireland, D02 Y098.
	For the attention of[1]	Ms Chi Yan Mak
	Regarding[2]	Fermoy South East and South West Drainage Schemes - Pumping Stations EICA Upgrade and O&M Contract
	Using[3]	Standard Agreement for use with the Term Maintenance and Refurbishment Works Contract
Date		

A Dhaoine Uaisle

We have examined and understand the documents in volumes A, C and D of the documents issued for the above Contract, including the Schedule attached to this form, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender.

We submit with this tender the completed Pricing Document (volume C) which forms part of this tender.

We offer to enter into the above contract on the terms of this tender.

We also offer to accept appointment as project supervisor for the construction stage on the terms required by this contract.

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

(a) 180[4] 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)

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, you will not be liable for any damages.

Is sinne, le meas

Signature	
Name in capitals	
Title	

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

[2] *Insert name of Project*

[3] *CA Note: Choose whether the Framework or Standard Agreement is to be used with the Term Maintenance and Refurbishment Works Contract*

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

On behalf of

Tenderer's name in full	
Postal address	

In the presence of

Signature (witness)	
Name of witness	
Witnesss' occupation	
Witness' address	

TENDER ACCEPTED

Signed on behalf of the Employer[5]

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

Date

[5] *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		
1.4	Works Requirements are in	*Volume A*
	Pricing Document is in	*Volume C*
1.10, 8.2	Specialists the Contractor is[6] required to use Work Type *N/A*	Name of Specialist *n/a*
8.2	Professional indemnity insurance required of Specialists	*€6,500,000*
2.1	Term	*A Minimum of Three (3) years, however, the Employer may, with not less than 3 months prior notice to the Contractor, at his (the Employer's) discretion, require the Contractor to extend the Term for an additional 1 year period and subsequently thereafter for a further 1 year period, up to a an overall maximum of 5 years.The Term period will be determined in accordance with the Condition of Contract where it is defined as the Duration of Term (Clause 2). The precise duration of the Term period over the initial three year period will be at the sole discretion of the Employer. Term commences*[7] from date of acceptance of Contractor's tender
	Percentage of Maximum Sum at which Term ends	Term ends when the cumulative amount claimed by the Contractor[8] under clause 6 reaches*125*%[9] of the Maximum Sum.
5.4	Percentage of Maximum Sum after which Task Orders must include an accepted quotation; maximum value of Task Orders after the percentage exceeded.	After the cumulative amount claimed by the Contractor[10] under clause 6 has reached *100*%[11] of the Maximum Sum, the Employer's Representative may only give Task Orders that include an accepted quotation, and the accepted quotation may not exceed *10*%[12] of the Maximum Sum.
6.1	Maximum Sum	€*2,000,000*[13]
6.5	Interim statement provided under a Task Order may include	*Monthly 90*%[14] of the contract value of completed Works in the Task, less previous payments for those

[6] *If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as 'Contractor is'*

[7] *In the case of a multi-participant framework, if no time period is stated or that stated exceeds two years then it shall read as two years. In the case of a single participant framework, if no time period is stated or that stated exceeds four years then it shall read as four years.*

[8] *If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as 'Contractor'*

[9] *If no percentage stated, 95% applies.*

[10] *If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as 'Contractor'*

[11] *If no percentage stated, 75% applies.*

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

[13] *If no Maximum Sum is stated or the Sum stated exceeds two million euro it shall read two million euro (€2,000,000.00)*

[14] *If no percentage stated, 90% applies.*

		Works.
6.6	Time for payment	10 days[15] after Employer receives invoice
10,1, 15	Optional Clause 15	Does *not* apply

[15] *If no time period stated, 10 days applies.*

11.1	Minimum indemnity limit for public liability insurance, for any event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and accidental pollution.)	*€6,500,000*
	Minimum indemnity limit for employer's liability insurance for any one event	*€13,000,000*

11.2	Maximum levels of excess for	
	■ public liability (property damage)	*€10,000*[16]
	■ public liability (death, illness or injury)	€6,500[17]
	■ employer's liability	€6,500[18]

14.2, 14.3	Person to appoint the conciliator, if none agreed	*President of Engineers Ireland*
	Person to appoint adjudicator, if not agreed	Chairperson of the Panel of Adjudicators

15	Maximum excess for insurance required by optional clause 15	*Not applicable*
	Amount of insurance of facilities being extended by the Works	*Not applicable*

[16] *If no amount stated, €50,000 applies.*

[17] *If no amount stated, €6,500 applies.*

[18] *If no amount stated, €6,500 applies.*