Note to Tenderers on the Phased Tender

23C08 Tipperary Courthouse and Bridewell

Rev A: 18/11/26



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1. Purpose of this note

This note explains how the phased tender differs from the tender previously issued for the same project. It should be read with the two new Pricing Documents (Phase One and Phase Two Optional Works) and Architect's Drawing 23C08-G-002 Proposed Phasing Plan.

Where this note and the Pricing Documents differ, the Pricing Documents prevail and the Employer's Representative should be notified. This note is supplemental information issued under section 2.2 of the Instructions to Tenderers.

It amends the Instructions to Tenderers and the Suitability Assessment Questionnaire only as stated in Section 13. It does not amend the Contract documents.

The provisions governing the instruction of the Phase 2 Optional Works are detailed in the Works Requirements, and prevail over this note. In this mnote, "Phase One" and "Phase Two Optional Works" mean "Phase 1" and "Phase 2 Optional Works" as used in the Instructions to Tenderers, the Suitability Assessment Questionnaire and the drawings.

2. Summary of the principal changes

- The single Bill of Quantities (BQ/1 to BQ/380) is withdrawn and replaced by two Pricing Documents: Phase One and Phase Two Optional Works.
- The Tender Sum is the total of the Phase One document only.
- The Phase Two Optional Works (Bridewell North Wing, South Wing and the two first-floor connecting bridges) must be fully priced and returned with the tender, but the total is not included in the Tender Sum and is not carried to the Form of Tender.
- Phase Two proceeds only if the Employer obtains additional funding and instructs it by written notice. If instructed, it is valued at the rates and prices in the Phase Two document and added to the Contract Sum by Change Order.
- The envisaged Phase One contract duration changes from 12 calendar months (start Q3/Q4 2026) to 16 calendar months (start Q1 2027).
- The Bridewell works, previously one section, are divided: the Keeper's House (central block) is in Phase One; the North Wing, South Wing and bridges are in Phase Two.
- Preliminaries, Building Control (BC(A)R) and Air Tightness requirements are provided separately for Phase Two.
- Some quantities and specification items have been revised.

Tenderers must price from the new documents only. The quantities in the previous Bill of Quantities must not be used or relied upon.

3. The documents

	Previous tender	Phased tender
Pricing Documents	One Bill of Quantities, BQ/1 to BQ/380	Phase One (BQ/1 to BQ/269 plus Summary) and Phase Two Optional Works (BQ/1 to BQ/66 plus Summary)
Main sections	Main Courthouse; Bridewell; Services Installations; External Works	Phase One: Main Courthouse; Bridewell, Keeper's House (Phase One); Services Installations; External Works. Phase Two: Bridewell, North Wing, South Wing and Connecting Bridges; Services Installations
Tender Sum	Total of the single Bill	Total of the Phase One Summary only
Phase Two	Not applicable	Priced separately, returned with the tender, excluded from the Tender Sum and from the Comparative Cost of Tender
Programme	12 months, start Q3/Q4 2026	Phase One 16 months, start Q1 2027; Phase Two duration stated in the Employer's written notice

4. Pricing and return of the tender

1. Complete against every item in the Phase One Pricing Document. The total of the Phase One Summary, including the Guarantee Bond item, is carried to the Form of Tender.
2. Complete against every item in the Phase Two Optional Works Pricing Document and return it with the tender. A tender returned without a fully priced Phase Two document is non-compliant and may be rejected under section 7 of the Instructions to Tenderers.
3. Do not include the Phase Two total in the Tedner Sum and do not carry it to the Form of Tender. The Phase Two total is also excluded from the Comparative Cost of Tender.
4. The Phase Two rates and prices remain fixed for 180 days from the date of the Letter of Acceptance. After that period they are adjusted in accordance with clause 15 of the Conditions of Contract and Appendix 5 from the date of the Letter of Acceptance.
5. Phase Two will not be commenced unless the Employer instructs it by written notice. It may be instructed to run concurrently with, or following, Phase One.
6. The Employer may issue the notice, or decline to issue it, at its sole discretion, at any time up to 12 months after the Contract Date. The notice will be a Change Order stating (a) whether Phase Two runs concurrently with or after Phase One, (b) the period for completion, (c) the rate of liquidated damages, and (d) the increase in the performance bond.
7. Tenders will be compared on the Phase One Tender Sum only. The Phase Two document is checked under sections 8.1 to 8.3 of the Instructions to Tenderers. The Contracting Authority may require a breakdown of any Phase Two amount, including items that appear in both documents, and may reject a tender whose Phase Two rates or prices are abnormally high or low or are not a fair allocation.

5. Preliminaries, insurance, bond and statutory requirements

- Phase One preliminaries cover Phase One only. The Preliminary Particulars, Conditions of Contract and Works Requirements in the Phase One document apply equally to Phase Two.
- Phase Two preliminaries are priced separately in the Phase Two document. They include mobilisation, remobilisation (should the Contractor have demobilised from Phase One), supervision, plant, scaffolding to the wings and bridges, welfare, health and safety (including the Construction Stage Plan and Safety File update), extended insurances, temporary works for the new openings and bridges, and protection of completed Phase One works including the Keeper's House, finishes, services and landscaping.
- Performance Bond: the bond is 10% of the Contract Sum until Substantial Completion of the Works and 5% of it for 450 days after that (Schedule, Part 1E). The Contract Sum is the Phase One Tender Sum only. If the Employer instructs Phase Two, the bond is increased by 10% of the value of the Phase Two Optional Works until Substantial Completion of those works, and by 5% for 450 days after that. The cost of providing the increase is to be priced once only in the Phase Two document.
- BC(A)R: the Phase One requirements are unchanged. The Phase Two document requires compliance for the Phase Two works, including any separate Commencement Notice or Certificate of Compliance on Completion required by the Assigned Certifier.
- Air Tightness: the Phase One requirements are unchanged. Phase Two requires a separate air seal strategy and a separate air leakage test, report and any re-sealing and re-testing for the wings and bridges.
- Programme: Phase One is envisaged at 16 calendar months from Q1 2027. If Phase Two is instructed, the Employer's written notice will state the period for completion of the Phase Two Optional Works and the rate of liquidated damages.

- All other preliminaries, including the Public Works Contract (PW-CF5) provisions, are unchanged.

6. Queries

Any doubt as to the meaning of a description, quantity or drawing, or any discrepancy between a Pricing Document, this note and the drawings, must be raised in writing with the Employer's Representative within the period stated in the Instructions to Tenderers. Queries and rulings will be circulated to all tenderers.