# INFORMATION PACK

**Appendix 3 to ITT**

**Fire Safety Works**

**At**

**Pearse Officers Mess, Pearse Barracks, Defence Forces Training Centre, Curragh Camp,**
**Co. Kildare**

**for**

**THE MINISTER FOR DEFENCE**

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# 1. Appointment of Project Supervisor

(PW-CF6)

**THIS AGREEMENT** is made on _____ **BETWEEN**

1. *The Client* _____

*Whose principal office is at* _____

and

2. *The Project Supervisor* _____

*Whose registered office is at* _____

**BACKGROUND**

A. By a contract (the **Contract**) made on or about _____[1], the Client, as employer, has appointed _____[2] as contractor (the **Contractor**) for

*Name of Contract* _____

(the **Works**).

B. This Agreement is collateral to the Contract.

C. Terms defined in the Contract have the same meaning in this Agreement. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

**IT IS AGREED AS FOLLOWS:**

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

   the Works

   and _____[3]

   (the **Project**).

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.

3. The Project Supervisor accepts the appointment.

4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.

5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.

6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to

[1] Date of Tender acceptance

[2] Insert "the Project Supervisor" or the name of the Contractor, as appropriate.

[3] Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

perform its duties under this Agreement and the Construction Regulations.

7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.

8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clause 10.3 of the Conditions of the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this Agreement and the Construction Regulations.

9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.

10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.

11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall give the Client all documents it prepares in the course of and for the purpose of performing its duties under this Agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this Agreement terminates, the Project Supervisor shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.

12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning it.

**Given under the Client's seal**

| | |
|---|---|
| *Affix Client's seal* | |
| *Signatures of persons authorised to authenticate the seal* | |

OR

**Signed on behalf of the Client**

| | |
|---|---|
| *Signature of authorised person* | |

**In the presence of**

| | |
|---|---|
| *Name of witness* | |
| *Signature of witness* | |
| *Witness's occupation* | |
| *Witness's address* | |

**Given[4] under the Project Supervisor's common seal**

| | |
|---|---|
| *Affix Project Supervisor's common seal* | |
| *Signatures of persons authorised to authenticate the seal* | |

OR

**Signed and delivered as a Deed by**

| | |
|---|---|
| *Name of attorney* | |
| *Signature of attorney* | |
| *As lawful attorney of the Project Supervisor under a power of attorney dated* | |

**In the presence of**

| | |
|---|---|
| *Name of witness* | |
| *Signature of witness* | |
| *Witness's occupation* | |
| *Witness's address* | |

OR

**Signed on behalf of**

| | |
|---|---|
| *Name of the Project Supervisor* | |
| *Signature of authorised person* | |

**In the presence of**

| | |
|---|---|
| *Name of witness* | |
| *Signature of witness* | |
| *Witness's occupation* | |
| *Witness's address* | |

[4] If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

OR (if the Project Supervisor is an individual)

**Signed and delivered as a Deed by**

| | |
|---|---|
| *Name of Project Supervisor* | |
| *Signature of Project Supervisor* | |

**In the presence of**

| | |
|---|---|
| *Signature of witness* | |
| *Name of witness* | |
| *Witness's occupation* | |
| *Witness's address* | |

OR

**Signed by**

| | |
|---|---|
| *Name of Project Supervisor* | |
| *Signature of Project Supervisor* | |

**In the presence of**

| | |
|---|---|
| *Name of witness* | |
| *Signature of witness* | |
| *Witness's occupation* | |
| *Witness's address* | |

## 1. RATES OF PAY AND CONDITIONS OF EMPLOYMENT CERTIFICATE

***For use during the course of the Contract***

| | | |
|---|---|---|
| **To:** | *The Employer:* | Minister for Defence |
| | *Address of Employer:* | Department of Defence, Station Road, Newbridge, Co. Kildare, W12 AD93 |
| | *For the attention of:*[5] | Sarah Zacharia |
| **From:** | *The Contractor's Representative:* | |
| **Regarding:** | *The Contract:* | Fire Safety Works<br>At Pearse Officers Mess, Pearse Barracks, Defence Forces Training Centre, Curragh Camp,<br>Co. Kildare |
| **Date:** | | |

| | | |
|---|---|---|
| *Period of interim statement:* | From: | |

A Dhaoine Uaisle

We refer to the above Contract.

Terms defined in the Conditions of the Contract have the same meaning in this certificate.

The Contractor certifies that, in respect of the work to which the interim statement referred to above relates, clause 7 of the Contract has been observed by the Contractor and the employers of all work persons on the Site. This certification includes, but is not limited to, the following:

- the rates of pay and the conditions of employment (including in relation to pension contributions) of each work person comply with all applicable statutory provisions, and those rates and conditions have been no less favourable than those for the relevant category of work person in any employment agreements registered under the Industrial Relations Acts 1946 to 2004.

- all wages and other money due to each work person have been paid in accordance with the Payment of Wages Act 1991 and have not been more than 1 month in arrears or unpaid

- payments due to be paid on behalf of each work person (including pension contributions, where applicable) have been paid.

- all pension contributions and other amounts due to be paid on behalf of each work person, have been paid

- all deductions from payments to work persons required by law have been made and paid on, as required by Law

- in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act 2005 and all employment law including the Employment Equality Act 1998, the Industrial Relations Acts 1946 to 2004, the National Minimum Wage Act 2000, regulations, codes of practices, legally binding determinations of the Labour Court and registered employment agreements under those Laws have been observed.

[5] Insert name of contact person identified in tender document

## 2. PRELIMINARY SAFETY AND HEALTH PLAN AT DESIGN STAGE

1. **Name of client**

Employer: Minister for Defence

Employer's Representative: Department of Defence,
Station Road,
Newbridge,
Co. Kildare,
W12 AD93.

**Name Of Project Supervisors**
**Safety - Design Process and Construction Stages**

Project Supervisor Design Process Comdt. Shane Phelan

Health And Safety Coordinator – Design Stage

Project Supervisor Construction Stage Contractor appointed to carry out the Works

2. **Nature of construction work to be carried out:**

This project consists of the installation of an L1 Fire detection and Alarm System, a PERC Automatic Test System Emergency Lighting and fire compartmentation works around Fire Escape Stairs.

**Location:** Pearse Officers Mess, Defence Forces Training Centre, Curragh Camp, Co. Kildare**.**

3. **GENERAL DESCRIPTION OF THE PROJECT**

- The project will include the following works:
  - New Fire Detection and Alarm System (FDAS) to L1 standard as per IS3218:2024, supplied drawings and detailed specification,
  - Install cable tray for new FDAS,
  - Provide fire protection to any fire resisting construction penetrations as part of the new FDAS,
  - Remove existing FDAS (L4/L2 system) and all associated components,
  - Make good surfaces and finishes following removal of existing FDAS,
  - Provide confirmation of installation, commissioning and acceptance as per IS3218:2024,
  - New PERC Automatic Test System Emergency Lighting (EL) as per IS 3217:2023, supplied drawings and detailed specification,
  - Install cable tray for EL,
  - Provide fire protection to any fire resisting construction penetrations as part of the new EL,
  - Remove existing EL,
  - Make good surfaces and finishes following removal of existing EL,
  - Provide confirmation of installation, commissioning and acceptance as per IS3217:2023,
  - Replaced all ceilings to S1-S6 stairs and first floor raised corridor,
  - Establish protected shaft to vertical means of escape at stairs S1-S6, and
  - Replace floor covering, paint walls including doors and ceilings in S1-S6 and first floor raised corridor.

4. **TIME FOR COMPLETION**

The time for the completion of the works shall be 14 weeks (98 days).

The time is judged adequate to allow the project to be executed safely. If a Tenderer believes that this is not the case then they should note this on their Form of Tender and attach a covering letter explaining their reservations. Such an amendment will not be deemed a qualification of the Tender providing the matters contributing to their longer suggested period solely relate to the safe execution of the works.

## 5. OTHER WORK ON THE SITE

There will be normal day to day activity in the buildings around the site.

## 6. PARTICULAR RISKS RELATING TO THE PROJECT.

1. Working at heights.
2. Demolition works.
3. Electrical works.

## 7. EXISTING SERVICES

There is a risk of exposed electrical conductors during the works and measures should take to ensure these are identified and isolated.

**Safety File**

The PSCS and Contractor shall compile all information regarding the processes and materials used in the construction of the project and shall mark up the construction drawings to show how the building was constructed, in the event of any departure from the drawings' intent. All information relevant to the compilation of the Safety File shall be handed over to the PSDP before the end of construction, paying particular attention to the information needed by the end-user in relation to services, maintenance operations, operation manuals, as built drawings, specifications, cleaning processes, construction techniques, load bearing capacities, etc. The PSCS is obliged to provide three (3) copies of this Safety File to the Client and the PSCS / Contractor shall provide a minimum of three copies of all information to be handed over to the PSDP.

**Continuing Liaison**

The safety and health implications of design elements considered during the Design of these works are communicated in the Preliminary Safety and Health Plan to the Project Supervisor Construction Stage (PSCS). The Project Supervisor for the Design Process (PSDP) has outlined in this Plan reasonably foreseeable hazards.

The PSCS shall establish lines of communication on safety related matters with the PSDP

**Design Alterations**: (Procedure for dealing with unforeseen eventualities during project execution resulting in substantial design change and which might affect particular risks, contract period, or have other safety and health implications).

The PSCS shall immediately inform the appointed PSDP of unforeseen eventualities that necessitate a change to the design of the work during the construction phase.

Following assessment of the implications of such changes, the PSDP shall provide all necessary information to the PSCS on particular risks foreseen. The Safety implications (if any) of the proposed alterations shall be noted in the Safety File.

## 3. REVENUE COMMISSIONERS INFORMATION ON VALUE ADDED TAX

NOTE THAT ADVICE WAS PUBLISHED WHEN THE STANDARD VAT RATE WAS 21% - NOW 23%

VAT REVERSE CHARGE CLARIFICATIONS

"Fittings" included in construction contract

The supply and installation of fittings (as described in appendix attached) is subject to VAT at 21% even when part of a wider contract that includes construction services subject to the 13.5% rate. These supplies and installations are not services within the scope of Section 8 (1B) (b) Value-Added tax Act 1972 (Amended) and therefore not subject to the VAT reverse charge. The supplier should invoice VAT at 21% as before.

Construction Services subject to the VAT reverse charge and liable to VAT at 21%
The rate of VAT is not the determining factor in deciding whether or not the reverse charge applies. The reverse charge applies to services consisting of construction operations, regardless of the VAT rate. While most of these services are subject to VAT at 13.5% there are some that attract the 21% rate, including:

- The hire and erecting of scaffolding
- The hire and erecting of temporary fencing
- The hire of crane and driver
- The hire of site labour through an agency (not to be confused with an employment agency)

_____

VAT Interpretation Branch

1st September 2008.

## Appendix

As distinct from fixtures, fittings are goods which, though often attached to buildings, can be removed without substantial damage being caused to the goods themselves or to the building to which they are attached. Their supply and installation is therefore subject to the 23 per cent rate.

Examples are as follows:

- Blinds (most types)
- Clocks including time clocks such as flexitime equipment
- Cooker hoods
- Curtains
- Electric and gas fires
- Exhibition stands
- Fitted carpets and lino, other than floor covering stuck down over its entire surface
- Freestanding shop counters
- Kitchen cookers
- Lighting other than recessed lighting
- Mirrors
- Most shelving
- Refrigeration units, including deep freezes
- Safes (certain)
- Seating, including cinema and church seating whether or not secured to the floor
- Snooker tables and other games tables
- Washing machines and dishwashers, including plumbed-in machines.
- Wooden flooring ('floating' – not permanently fixed)

The supply, or supply & fitting for a single inclusive charge, of these goods is chargeable to VAT at 23 per cent. For example the supply & fitting of a kitchen cooker for an inclusive charge is liable at 23 per cent. If, however, it was necessary to re-wire for a power supply point and a separate charge was raised for such work, the 13.5 per cent rate would apply to that separate charge. The connection only of the cooker to an existing power supply would however be subject to 23 per cent.