# Tender and Schedule

**Important Note:** This document is the Form of Tender and Schedule (FTS9) for Standard Conditions of Engagement Technical (COE1).

Text highlighted in yellow provides advice to Contracting Authorities relating to the population of the FTS9.

Text highlighted in blue provides advice to Tenderers.

It is the responsibility of Contracting Authorities to ensure that the Form of Tender and Schedule is populated appropriately in the context of the specific contract.

for

|  |  |
| --- | --- |
| *The Provision of* | Client to Populate Pre-Tender  Client to Describe Services being sought for this particular COE1 Contract. |
| *For* | Client to Populate Pre-Tender  Client to Describe the Building/Infrastructure that the COE1 contract relates to. |

using the

**Standard Conditions of Engagement for Consultancy Services (Technical)**

Office of Government Procurement

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

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

**Note**: The version of FTS is located on footer below. The FTS9 is updated from time to time so when running a tender a new FTS9 must always be downloaded from the CWMF website to ensure latest is being used.

**Why don’t you check now on the CWMF website to ensure you are using the latest FTS9 for your procurement**?

# Tender

|  |  |  |
| --- | --- | --- |
| **To** | *The Contracting Authority* | Client to fill in pre-tender. |
|  | *Address of Contracting Authority* | Client to fill in pre-tender |
|  | *For the attention of* | Client to fill in pre-tender |
| **Date:** | *This must be filled by the tenderer* |  |

|  |  |  |
| --- | --- | --- |
| **Contract** | *For the provision of* | Client to fill in pre-tender |
| **In relation to** | *Project title* | Client to fill in pre-tender |

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical),** the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

### the lump sum fee of:

|  |
| --- |
| insert amount / Not Applicable euro excluding VAT for the Whole Stage/Stage(s),  Pre-Tender - If contract is lump sum or lump sum and percentage fee the Contracting Authority should delete ‘Not Applicable’ Pre-Tender and leave’ insert amount’. Contracting Authority to indicate what CWMF Stage(s) the lump sum applies to in the appointment by amending ‘Whole Stage/Stage(s)’  If Contract is not a lump sum the Contracting authority should delete ‘Insert amount/’ and leave ‘Not Applicable’  **Tenderer** – If Contracting Authority has indicated ‘insert amount’ Tenderers replace ‘insert amount’ with their VAT exclusive lump sum. If in doubt cross reference with Instructions to Tenderers and if still unsure submit tender query. |

as adjusted in accordance with the contract.

***and/or***

an overall percentage fee of:

|  |
| --- |
| insert % / Not Applicable % for the Whole Stage/Stage(s),  Pre-Tender – If contract is percentage fee or lump sum and percentage fee the Contracting Authority should delete ‘Not Applicable’ and leave ‘insert %’. Contracting Authority to indicate what CWMF Stage(s) the percentage fee applies to in the appointment by amending ‘Whole Stage/Stage(s)’  If Contract is not a percentage fee the Contracting authority should delete ‘insert%’ and leave ‘Not Applicable’  **Tenderer** – If Contracting Authority has indicated ‘insert %’. Tenderers insert percentage. If in doubt cross reference with Instructions to Tenderers and if still unsure submit tender query. |

together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

**Rates for Tendered Time Charges [***CA Note: delete this table where ITT-S1a or ITT-S2a is in use* **]**

**Read First:** This Table is to be deleted by Contracting Authority Pre-Tender if ITT-S1a or ITT-S2a as those Instruction to Tenders seek Calculated Time Charges as Opposed to Tendered Time Charges.

|  |  |
| --- | --- |
| **Grade**  **If Using ITTS 1b or ITT2b i.e. Seeking Tendered Time Charges**  **Pre-Tender Contracting Authority can use Team Makeup provided or change the Grades/Descriptions to suit the particular contract.** | **Hourly rate**  Tenderers need to input the hourly rates prior to submitting their tender. |
| *Project Director* *(amend as required)* | **€** |
| *Employer's Representative* *(amend as required)* | **€** |
| *Project Manager* *(amend as required)* | **€** |
| *Senior Architect/Engineer (amend as required)* | **€** |
| *Project Architect/Engineer (amend as required)* | **€** |
| *Clerk of Works/Resident Engineer (employed directly by Consultant) (amend as required)* | **€** |
| *Assistant Clerk of Works/Resident Engineer (amend as required)* | **€** |
| *Site Inspector (amend as required)* | **€** |
| *Senior Technician (amend as required)* | **€** |
| *Junior Technician (amend as required)* | **€** |
| *Administrator (amend as required)* | **€** |
| *Project Supervisor for the Design Process (amend as required)* | **€** |

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

* **[Contracting Authority to input the number of days]** days after the end of the last day for submission of this Tender
* expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

(a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and

(b) if the Each and Every Insurance:

1. becomes available to us at the Increased Premium Rates; or
2. is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

“**Each and Every Insurance**“ means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

“**Annual Aggregate Insurance**” means professional indemnity insurance on an annual aggregate basis at the level set out in the Schedule.

Is sinne, le meas,

|  |  |
| --- | --- |
| **Signed on behalf of** | |
| *Name of Tenderer* | Tenderer to Insert Name before submitting Tender |
| *Signature of authorised person* | Tenderer authorised person to sign before submitting tender |
| **In the presence of** |  |
| *Signature of witness* | Tender Witness to Sign before submitting Tender |
| *Name of witness* | Tender Witness to Insert Name before submitting Tender. |
| *Witness’s occupation* | Tender Witness to Insert their occupation before submitting Tender |
| *Witness’s address* | Tender Witness to Insert their address before submitting Tender |

OR (If the Tenderer is an individual)

|  |  |
| --- | --- |
| **Signed by** | |
| *Signature of Tenderer* |  |
| *Name of Tenderer* |  |
| **In the presence of** |  |
| *Signature of witness* |  |
| *Name of witness* |  |
| *Witness’s occupation* |  |
| *Witness’s address* |  |

## 

STANDARD CONDITIONS OF ENGAGEMENT

FOR CONSULTANCY SERVICES (TECHNICAL)

SCHEDULES

SCHEDULE A: CONTRACT PARTICULARS[[1]](#footnote-2)

##### INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references, They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g.‘1, 5,6,7’ in clause 2.4, but ‘7‘ alone in 2.10].

Instead of including ‘and’ or ‘or’ where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the pluraland the reverse.

1. APPOINTMENT

1 Client, Consultant, Contact Details

|  |  |
| --- | --- |
|  | Client |
| Name | Client to Fill Pre Tender |
| Telephone |  |
| Mobile |  |
| Email |  |

|  |  |
| --- | --- |
|  | Client’s Representative |
| Name | Client to Fill **Pre Tender** |
| Telephone |  |
| Mobile |  |
| Email |  |

|  |  |
| --- | --- |
|  | Consultant |
| Name | Client to Fill **Post Tender** with details of Consultant to be appointed |
| Telephone |  |
| Mobile |  |
| Email |  |

|  |  |
| --- | --- |
|  | Consultant’s Representative |
| Name | Client to Fill **Post Tender** with details of Consultant to be appointed |
| Telephone |  |
| Mobile |  |
| Email |  |

2 Project

|  |
| --- |
| To be filled in by Client pre-tender. **Note** Project is a capitalised term and project refers to the constructed building/infrastructure description as opposed to individual contract. |

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

|  |
| --- |
| 1. Letter of Acceptance    2. Pricing Schedule    3. Service Requirements    Client to populate any additional documents that will form part of the contract **pre-tender**. Non exhaustive list of potential additional items   * Scope of Services Document for Contract – reference document name and version. * Consultants Proposals provided in response to tender * Fee Breakdown * Tender Queries and Responses (if any) considered relevant * Post tender clarifications and Responses (if any) considered relevant |

212 any Schedule A restriction on the Consultant’s authority to issue a Change Order [under any Project construction contract]; - This is relevant in particular where the appointment includes Stage (iv) – Construction or another construction project e.g. site investigation

2. PERFORMANCE

12 Consultant has no authority –

|  |  |
| --- | --- |
| to make any Change Order with an extra value above: | € Pre – Tender Client exclusive of VAT |
| to make Change Orders in any three month period with a cumulative extra value above: | € Pre-Tender Client exclusive of VAT |
| any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.  to waive any of the Client’s rights or the Contractor’s obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5). | |
| (Insert amounts and any other restrictions)  If Client is not ready to make decisions set both values to zero and insert  ‘Consultant Authority is zero until otherwise confirmed by the Client’ here | |

17 Limit of Liability

Client should refer to GN 1.6.4 before populating pre tender

|  |  |
| --- | --- |
| The Liability Cap is: | € Pre Tender Client /     ( euro) [[2]](#footnote-3) |
| The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to   1. death, personal injury or illness; 2. fraud or fraudulent misrepresentation; 3. wilful default; 4. gross negligence; 5. third party property; 6. sub-clause 13.26 of this Agreement; or 7. any liability which the Consultant cannot lawfully exclude or limit. | |

19 Insurance types, terms

In a restricted procedure insurances would have been set at selection so should be populated into FTS by Client. In open procedure insurances would be populated in both selection criteria and FTS. Refer to Guidance 1.1.2 wrt PI Insurance and GN 1.6.3 wrt minimum requirements for insurances for selection process. Period on PII is dependent on whether the contract is executed under hand or under seal i.e.: six or twelve years.

| COVER | Minimum cover | Permitted deductible each and every occurrence | Period |
| --- | --- | --- | --- |
| Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence.  The conditions provide for claims for breach of professional duty or civil liability as well as negligence.  The jurisdiction in which claims can be lodged and settled includes IRELAND | Each and every claim or series of claims arising out of the same originating cause[[3]](#footnote-4)  €Client  *OR*  Per claim and limited in the Annual Aggregate[[4]](#footnote-5)  €Client | 2.0% of gross fee turnover, or €5,000 whichever is greater | From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.  Client to consider whether editable text needs to be amended or not |
| Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal | € Pre Tender by Client | € Pre Tender  by Client | From start to completion of the Services. |
| Employers’ Liability for death, injury, to employees | € Pre Tender  by Client | None | From start to completion of the Services. |
| Insurance of plans, documents | € Pre Tender by Client | None | From start to completion of the Services. |

**25 Key Team Members**

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

##### 7. COORDINATION

5 Facilities from the Client

|  |
| --- |
| Client Pre Tender where applicable |

6 Client’s resident staff

|  |
| --- |
| Client Pre Tender where applicable. |

11 Team Leader

The Consultant team leader.

Client This is a drop down with option ‘is not’ or ‘is’.

##### 9. PAYMENTS

**13 Inflation Adjustment**

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

1. a Lump Sum [by Schedule B only, not by conversion under 9.11,12], the date that is the Base Date;
2. based on Tendered Time Charges, the date that is the Base Date;
3. a Lump Sum [by conversion under 9.11,12 only] the date that is the later of:
   1. the Base Date; or
   2. the Percentage Fee Conversion Date;
4. a percentage applied under 9.7,8 the date that is the later of:
5. the Base Date; or
6. the Percentage Fee Application Date.

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

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

**COE Fee Adjustment Factor** is the figure for a Relevant Quarter in an Indexation Year published on the [constructionprocurement.gov.ie](https://hive.cloud.gov.ie/sites/146/2024CWMFPhaseIII/Shared%20Documents/Pillar%202/COE1%20and%20FTS-9/Superceded/FTS9%20v1.10%20SOM%20Markup%2006-08.docx) [or any successor] website.

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

**Percentage Fee Application Date** means the date upon which the Client applies a Scheduled Percentage for the Total Fee under 9.7,8.

**Percentage Fee Conversion Date** means the date upon which the Client converts a Scheduled Percentage Total Fee to a Lump Sum Fee under 9.11,12.

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

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

**Tendered Time Charges** means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services using tendered hourly rates and carrying a document reference of ITT-S1b or ITT-S2b, as applicable. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

##### 10. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client’s wrongful deduction is Client input% pre tender – see footnote 5 p.a[[5]](#footnote-6).

##### 12. BUDGETARY CONTROL

Where the tendered price for the works is more than or less than the pre-tender estimate by the % inserted below the Client is entitled to deduct from the consultant’s fee an amount that is proportionate to the consultant’s contribution to the change in the price

2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of See Extract 1 (pg 27) below% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

##### 13. INTELLECTUAL PROPERTY etc

Normally a licence will suffice, only choose ‘is’ assignment where the project circumstances require the assignment of intellectual property

11 Assignment

There  assignment to the Client instead of a licence.

|  |  |
| --- | --- |
| Document, design or deliverable | [List]    Client to specify the elements of the consultant’s outputs that a licence or, where assignment is chosen applies |

14 Licence

Client may use Consultant’s design etc. for –

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Individual projects: | Normally it would be for the specific project that is the subject of the contract but the engagement may be to develop a broader typology. | | Types of project: |  | |

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: Input by Client from winning tender.

This is a drop down with four options client choice pre-tender

**18 Publicity**

Consent to publicity is required from .

##### 14. TERMINATION

**9 Scheduled termination events**

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:
2. the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
3. the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
4. in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
5. the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine or any subsequent amendments to same).
6. Any breach of clause 2.22,23 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

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

30 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to Client Insert % - Pick an appropriate percentage of the difference between the Fees payable under clause 14.27 [without any apportionment under 14.28], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

##### 16. DISPUTES

1 Initial resolution method

|  |
| --- |
| (Identify any method agreed, issues to which applicable)  Contracting Authorities to populate this section with their proposed initial resolution method. |

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: (Identify the nominator for each resolution method) Client to complete pre-tender depending on nature of contract (building/infrastructure) e.g. President R.I.A.I or President of Engineers Ireland.

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at the request of either party by the Chairperson of the Panel of Adjudicators.

5 Rules

|  |
| --- |
| The applicable Rules are the following published for use with these Standard Conditions of Engagement: |
| In the case of Arbitration, the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on <http://constructionprocurement.gov.ie/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date).  (Identify the Rules that apply in each other resolution method, or where none any Rules agreed by the parties.) |

SCHEDULE B: CONSULTANT’S SERVICES AND FEES

##### 

##### CONSULTANT’S STAGE SERVICES

‘Whole Stage’ is a drop down that allows choice of exact stages the particular contract relates to be chosen.

The Consultant’s appointment is for  as tabled below.

##### PSDP SERVICES

Pick ‘is’ or ‘is not’ depending on whether the consultant is to be appointed as PSDP

Performance of all the duties of Project Supervisor for the Design Process  included in the Services as tabled below [and the Stage Fees].

Pick ‘is’ or ‘is not’ depending on whether the consultant is to be appointed as Assigned Certifier – Usually Building Project

##### Assigned Certifier sERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 included in the Services [and the Stage Fees].

##### Design Certificate SERVICES

Pick ‘is’ or ‘is not’ depending on requirement to sign Design Certificate – Usually Building Project

The Consultant required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

##### TOTAL FEE [9]

% or lump sum (depending on which option is being used is input by the Client from Consultants tender post tender before appointment of Consultant

##### STAGE SERVICES

|  | See Guidance Extract 2 at end of this document | | | | |
| --- | --- | --- | --- | --- | --- |
| **Stage services** | Performance Period from permission to start [4.4]  () | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
| Client Describes Services in summary and can refer to particular sections of a referenced scope of service document | Client inserts best available information on Stage Performance Period | Client indicates if payments will be made at end of Stage or whether there will be any Milestone Payments. A Fee payment profile can also be referenced here | Client indicates the percentage of the Total Fee that will be paid for Stage (i) Services | Post Tender before Consultant appointment Client to Populate | Usually 5% |

##### STAGE SERVICES

|  |  | | | | |
| --- | --- | --- | --- | --- | --- |
| **Stage services** | Performance Period from permission to start [4.4]  () | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
| Whole Stage | Complete fields for whole Stage OR for Sub-Stages, below. |  | % |  | % |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Sub-Stage (ii a)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Sub-Stage (ii b)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Sub-Stage (ii c)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

##### STAGE SERVICES

|  | | |  | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Stage services** | Performance Period from permission to start [4.4] () | Milestones (if any) | | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
|  |  |  | |  |  |  |
|  |  |  | |  |  |  |

**STAGE SERVICES**

|  | |  | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Stage services** | Performance Period from permission to start [4.4]  () | | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |

##### STAGE SERVICES

|  | |  | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Stage services** | Performance Period from permission to start [4.4]  () | | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |

| Details of stage services referred to above |
| --- |
| Client can put in further information here pre-tender or refer to relevant sections of scope of services document that will be a contract document |

|  |  |  |
| --- | --- | --- |
| **Project Supervisor for the Design Process Services** | **Performance period** |  |
| All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2013,  notwithstanding any inconsistent Contract contents. | While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client]. | No additional payments |

##### TIME CHARGES

The following Tendered Time Charges apply to suspension [4.21], Client’s Changes [clause 11] (unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply)

*CA Note: Enter N/A in the table below where Calculated Time Charges apply.*

*These are populated by the Client from the Consultants tender, post tender before the appointment or the table is deleted where Calculated Time Charges were tendered.*

| **Grade** | **€ per hour** (exclusive of VAT) |
| --- | --- |
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##### MANAGEMENT SERVICES - Pre- Tender by Client Option to populate below or refer to Management Services in Scope of Services Document – To be populated pre-tender allows bespoke requirements for particular contract. Where Building Information Modelling is being used more appropriate to follow CWMF BIM Protocol.

**[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]**

| Reporting – Overall contract management requirements by client | | |
| --- | --- | --- |
| **Timing** | **Contents** | **Method** |
| e.g. Initial Report | e.g.  Details of Key Team Members, Initial Programme  Priority Actions | e.g.  Report Submitted before Kickoff Meeting |
| e.g Monthly Progress Report | e.g. Update on Team  Update on Project Progress  Update on programme indicating reason for any delays  Tracking Changes | e.g. Report submitted minimum 3 days before progress meeting. |
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| Transfers [3] – [3] relates to clause 3 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| At least one month from the proposed assignment. | Request for consent.  Name of person to whom sub-contract/benefit the Consultant proposes to make the assignment.  Consultants reasons for doing so. | To be delivered in hard copy and via e-mail to Client's Representative. |
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| Communications [6] [6] relates to clause 6 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| [Insert details of timing of formal exchanges ] | [Describe the content of the formal exchanges] | [Describe how communications are to be conducted] |
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| **Coordination** [7] [7] relates to clause 7 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| [Set out when Client information will be supplied, access will be given to the site etc if applicable] |  |  |
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| Cooperation [8] [8] relates to clause 8 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| It is the responsibility of the parties to the Contract to direct their respective staff to fulfil their roles in a constructive and supportive manner at all times throughout the services |  | In writing via email or hardcopy to the Client’s Representative as otherwise agreed jointly by Client and Consultant. |
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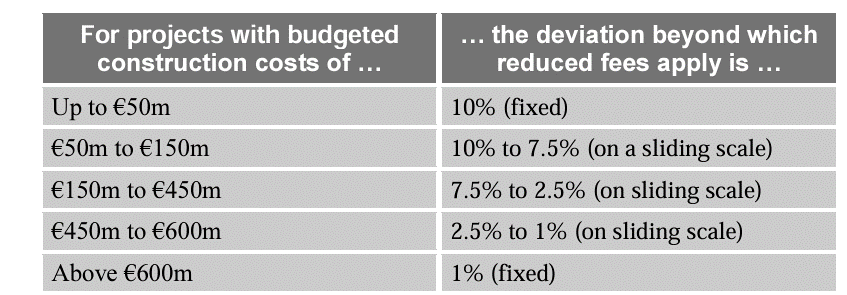
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| Payments [9] [9] relates to clause 9 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| Subject to Service Peformance As per schedule or referenced fee schedule | Consultant to seek approval to submit draft invoice  Consultant to submit draft invoice for approval wrt services performed.  Consultant to provide information relation to scheduled service performance timeline with reference to the first adjustment date and Indexation Year 1 and subsequent years regardless of timeline of submission of draft invoice.  Client to provide COE Fee Adjustment Factor(s) where applicable.  Consultant to submit invoice adjusted for inflation (where applicable)  Consultant also to provide unadjusted cumulative fee and cumulative inflation payment (where applicable) relating to the contract.  Any invoices should clearly separate items which attract different VAT rates. | In writing via email and hardcopy to the Client’s Representative. |
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| **Client’s Changes** [11] [11] relates to clause 11 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| e.g. Procedures to be agreed within 14 days of identification of change. | Procedures to be agreed regarding:  • the notification and communication of potential variations or changes;  • change approvals  Where the Consultant believes it is being instructed to carry out works or services, either by the Client of the Design Team Lead, which are not included in the Services, it shall inform the Client’s Representative in writing before carrying out such work.  The Client is to provide a written statement of the scope of change, seeking a costed proposal from the consultant on the matters covered in Clause 11 within a reasonable time. Rates used for personnel shall be with reference to time charges as scheduled in accordance with the tenderers proposal. The Client may endorse the change proposal, with any amendments, at their discretion, within 10 working days of its receipt. The Consultant shall respond with a written acceptance within 5 working days.  Where agreed in writing between the parties, the Client changes shall form part of the Services. | In writing via email to the Client’s Representative or as otherwise agreed jointly by Client and Consultant. |
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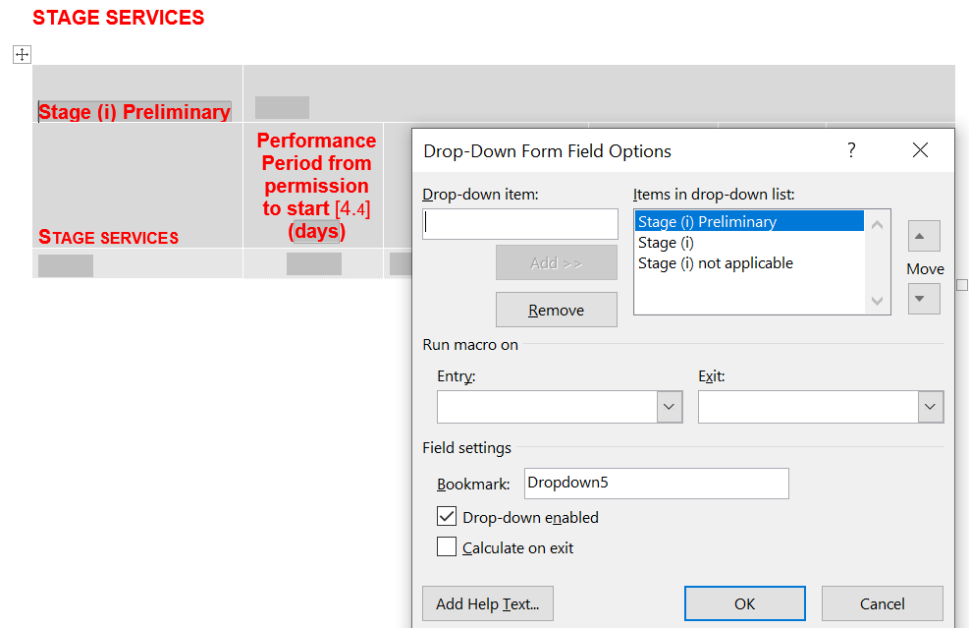
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| **Termination** [14] [14] relates to clause 14 in coe1 contract | | |
| **Timing** | **Contents** | **Method** |
| As required as soon as practicable. | For termination for cause, the Consultant shall notify the Client that they are contemplating termination, together with the details of the basis of the breach, and what if any remedial action by the other party will prevent such Termination. | In writing via email and hardcopy to the Client’s Representative. |
| As soon as practicable and not later than one month following Termination | Consultant to prepare a comprehensive handover report covering all Contract obligations on Termination. | In writing via email and hardcopy to the Client’s Representative. |
| As required as soon as reasonably practicable. | Client to notify the Consultant that they are contemplating Termination, together with the details of the basis of the breach, and what if any remedial action by the other party will prevent such Termination. | In writing via email and hardcopy to the Client’s Representative. |

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| **Alerts, Follow up** | | |
| **Timing** | **Contents** | **Method** |
| Conflict of Interest [2.29] | Details of Conflict of Interest-  Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict]. | In writing via email and hardcopy to the Client’s Representative. |
| Changes to sub-consultants or other third party resources and no less than one month prior to the proposed change | The Client Representative shall respond following receipt of such information and shall indicate acceptance or otherwise of the Consultants proposal. | In writing via email and hardcopy to the Client’s Representative. |
| e.g. Circumstances likely to effect the Services or delivery of the Project, including any information requests that need to be addressed urgently.  e.g.Changes to Key Team Members and Design team Lead as soon as practicable and in any event not less than 2 months prior to the change being made.  e.g.Variation to Services beyond the control of the Consultant which would have a significant impact on the programme or quality of the Services or Project, as soon as practicable.  e.g. Insurance default [2.19], as soon as practicable. | Required contents to be agreed as part of the Consultants PEP.  Issue a proposal to the Client providing details of the reason for the change, details of the proposed replacement Key Team Members, possible impacts including anything likely to cause loss, damage and or inconvenience to the Client and how they will be overcome. Details of the proposed co-working arrangements for existing and replacement Key Team Members during the minimum 1-month transition period.  Required contents to be agreed as part of the Consultant’s PEP.  Required contents to be agreed as part of the Consultant’s PEP. | In writing via email and hardcopy to the Client’s Representative.  Face-to-face meetings, interviews with proposed replacement Key Team Member and hard copy proposal.  In writing via email and hardcopy to the Client’s Representative.  In writing via email and hardcopy to the Client’s Representative. |

Guidance Extract 1



Guidance Extract 2



This is a drop down. Stage (i) Preliminary relates to CWMF Stage (i) which relates to the Stage(i) activities resulting in a Definitive Project Brief.

Other options is for user to use a Generic Stage (i) relating to the stage services for the particular sector. Where generic Stage (i) is used it is possible to insert text in cell beside Stage.

or to indicate Stage (i) is not applicable.

Similar Drop Down applies at Stage (ii) , Stage (iii) etc.

1. Completed by the Client [↑](#footnote-ref-2)
2. If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro) [↑](#footnote-ref-3)
3. The Each and Every Insurance for the purpose of the Tender [↑](#footnote-ref-4)
4. The Annual Aggregate Insurance for the purpose of the Tender [↑](#footnote-ref-5)
5. If no rate of interest is specified, the European Central Bank main refinancing rate (‘ECB’) plus eight percentage points (ECB+8%) shall apply. [↑](#footnote-ref-6)