# Tender and Appendix

for

|  |  |
| --- | --- |
| *The Project* |       |

using the

**Conditions of Sub-Contract (NN) published by the Construction Industry Federation**

Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

Tender and Appendix to be used with the Conditions of Sub-Contract (NN) published by the Construction Industry Federation

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Government Buildings
Upper Merrion Street
Dublin 2

# Tender[[1]](#footnote-1)

|  |  |  |
| --- | --- | --- |
| **To** | *The Contractor* | To be Advised - Please refer to shortlist of main contract tenderers provided at Appendix 3 to ITT W8[[2]](#footnote-2) |
|  | *Address of Contractor* | See above |
|  | *For the attention of* | Name of contact person identified in tender documents |
| **Date:** |  |  |

|  |  |  |
| --- | --- | --- |
| **Regarding:** | *The Project* |       |

A Dhaoine Uaisle

We have examined and understand the **Conditions of Sub-Contract (NN)**, the Works Requirements, the Pricing Document,  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 and Appendices which form part of this Tender. We adopt the Novated Design Documents as our Works Proposals.

We offer to complete the Works on the terms of and in conformity with the documents referred to in the preceding paragraph for the lump sum of

|  |
| --- |
| euro [[3]](#footnote-3), |

as adjusted in accordance with the sub-contract.

In preparing this Tender we have taken account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out, including the sub-contract requirements.

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

 (a)       days[[4]](#footnote-4) 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)

Your acceptance of this Tender within that time will result in the Sub-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 sub-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 12(e)(1)(iii) of the Conditions of the sub-contract.

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|  |
| --- |
| **Signed on behalf of** |
| *Name of Tenderer* |  |
| *Signature of authorised person* |  |
| **In the presence of** |  |
| *Signature of witness* |  |
| *Name of witness* |  |
| *Witness’s occupation* |  |
| *Witness’s address* |  |

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* |  |

If the Tenderer is a joint venture, execution must be by each member, using the blocks below.

|  |
| --- |
| **Signed on behalf of** |
| *Name ofJoint Venture Member 1* |  |
| *Signature of authorised person* |  |
| **In the presence of** |  |
| *Signature of witness* |  |
| *Name of witness* |  |
| *Witness’s occupation* |  |
| *Witness’s address* |  |

|  |
| --- |
| **Signed on behalf of** |
| *Name ofJoint Venture Member 2* |  |
| *Signature of authorised person* |  |
| **In the presence of** |  |
| *Signature of witness* |  |
| *Name of witness* |  |
| *Witness’s occupation* |  |
| *Witness’s address* |  |

|  |
| --- |
| **Signed on behalf of** |
| *Name ofJoint Venture Member 3* |  |
| *Signature of authorised person* |  |
| **In the presence of** |  |
| *Signature of witness* |  |
| *Name of witness* |  |
| *Witness’s occupation* |  |
| *Witness’s address* |  |

# APPENDIX

## PART 1 (Completed by the Contracting Authority before Tender)

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| --- |
| **A copy of the Schedule, Part 1 to the Main Contract must also be provided to tendering NN Sub-Contractors** |

***A The Main Contract Conditions are*** (*Agreement Recitals Item A*)

|  |
| --- |
| **Public Works Contract for designed by the Employer** |

***B Sub-Contract Documents*** *(Agreement Article 5)*

The **Works Requirements** are:

|  |
| --- |
| *As scheduled and included in Volume A* |

The **Pricing Document** is:

|  |
| --- |
| *CA Note: Choose one of the options below and delete the method(s) of measurement that does not apply to the Contract - Option 1 is for building works, Option 2 is for general civil engineering works, Option 3 is for roads construction.**1. A Bill of Quantities to the Agreed Rules of Measurement 5, as included in Volume C.**2. A Bill of Quantities to the Civil Engineering Standard Method of Measurement 4: Revised, (4th Edition), as amended in accordance with Section 5.2 of guidance note GN 1.5.3 of the Capital Works Management Framework, as included in Volume C.**3. A Bill of Quantities to TII's Requirements for Measuring and Pricing (RMP) as included in Volume C.* |

The **Works Proposals** **(Including any Novated Design Documents)** are:

|  |
| --- |
| *As included in Volume D and attachments* |

***C Insurance*** *(Sub-Contract conditions sub-clauses 3(d) and 3(e))*

Minimum indemnity limits for public liability and employers’ liability insurance:

Public liability insurance: €6,500,000[[5]](#footnote-5) 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.

Employers’ liability insurance: €13,000,000[[6]](#footnote-6) for any one event.

Maximum excess permitted for public liability and employers’ liability insurance:

Maximum excess for Public liability insurance: €10,000[[7]](#footnote-7) in respect of property damage only. There shall be no excess for death, injury or illness.

Maximum excess for Employers’ liability insurance: No excess

Professional indemnity insurance required. If required, the professional indemnity insurance is to be kept in place for years after Substantial Completion of the Works is certified by the Employer’s Representative under the Main Contract. If required, the minimum indemnity limit for professional indemnity insurance shall be €1,000,000[[8]](#footnote-8) in the annual aggregate limit. The maximum excess shall be the greater amount of 2% of the NN Sub-Contractor’s annual turnover or €5,000.

*Permitted exclusions from all Insurances*

War, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power

Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds

Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Sub-Contractor or the Sub-Contractor’s Personnel

*Permitted exclusions from public liability insurance:*

Persons under a contract of service or apprenticeship with the insured

Property of the insured or in the insured’s custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works

Defective workmanship or materials but not resulting damage

Mechanically propelled vehicles within the meaning of the Road Traffic Acts

Loss or damage due to  design for a fee or for which a fee would normally be charged design defective workmanship, materials or design, but including its consequences

Note: *Delete two of the form fields above. If none deleted, permitted exclusion is ‘loss or damage due to design for a fee or for which a fee would normally be charged’*

Gradual pollution or contamination

Territorial limits

Unless otherwise specified in the Works Requirements, aircraft and waterborne craft

Fines, penalties, liquidated damages

*Permitted exclusions from employers’ liability insurance:*

Offshore work

Liability compulsorily insurable under the Road Traffic Acts

*Permitted exclusions from professional indemnity insurance*

Persons under a contract of service or apprenticeship with the insured.

Ownership, use, occupation or leasing of mobile or immobile property

Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters

Dishonest, malicious, criminal or deliberate illegal acts

Libel and slander

Insolvency

Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages

Failure of information technology

Contractual liability that would not apply in the absence of the sub-contract

***D (i) Collateral Warranties*** *(Sub-Contract conditions sub-clause 5(e))*

A collateral warranty required in the form set out in the Works Requirements.

***D (ii) Ancillary Certificates*** *(Sub-Contract conditions sub-clause 2(e)(2))*

An Ancillary Certificate of Compliance on Completion (reference CIF01) in the form agreed by the Construction Industry Council required from the NN Sub-Contractor. It must state that the works undertaken by the NN Sub-Contractor  in accordance with the Building Regulations.

***E The Site*** *(Sub-Contract conditions clause 7)*

***Special Attendances to be provided by the Contractor*** *(Sub-Contract conditions sub-clause 7(c))****:***

|  |  |
| --- | --- |
| **1.** |       |
| **2.** |       |
| **3.** |       |
| **4.** |       |
| **5.** |       |
| **6.** |       |
| **7.** |       |
| **8.** |       |

***F Frequency of Payment Claim Dates*** *(Sub-Contract conditions clause 11(a))*

Payment Claim Dates (if more frequent than every 30 days) shall be every      [[9]](#footnote-9) days or on the dates (not more than 30 days apart) to be advised by the Contractor when notifying the first Payment Claim Date.

***G Time and Completion*** *(Sub-Contract conditions clause 9)*

***Starting Date*** *(Sub-Contract conditions sub-clause 9(a))*

Period following receipt of a written instruction from the Contractor within which the NN Sub-Contractor must commence work on site 10[[10]](#footnote-10) working days.

***H Performance Bond*** *(Clause 1(i)(1))*

A performance bond is required in the form set out under the Capital Works Management Framework as Model Form MF 1.19 *Reserved Specialist Performance Bond.*

The amount of the performance bond shall be %[[11]](#footnote-11) of the Initial Sub-Contract Sum.

## APPENDIX

## PART 2 (Completed by the NN Sub-contractor and included with their Tender)

***A Communications***

Details for sending notices under clauses 12 and 13 to the NN Sub-Contractor are:

|  |  |
| --- | --- |
| *For the attention of:* |  |
| *Address:*  |  |

Details for sending other notices to the NN Sub-Contractor are:

|  |  |
| --- | --- |
| *For the attention of:* |  |
| *Address:*  |  |
| *Phone*  |  |
| *eMail:* |  |

The NN Sub-Contractor’s agent[[12]](#footnote-12) in the Republic of Ireland for service of legal process is:

|  |  |
| --- | --- |
| *Name:* |  |
| *Address:*  |  |

***B Reliance Guarantee***

The NN Sub-Contractor shall provide a reliance guarantee in the form in the Works Requirements from:

|  |  |
| --- | --- |
| *Name of Guarantor[[13]](#footnote-13):* |  |
| *Postal Address:*  |  |
| *Registered Address:* |  |
| *Place where incorporated or organised:* |  |

***C Adjustments to the NN Contract Sum including Delay Costs***

 *(Sub-clauses 10(b)(5) and 10(c))*

|  |  |  |
| --- | --- | --- |
| The NN Sub-Contractor’s tendered percentage addition to costs of labour*(If negative, blank or less than 35%, read as 35%)*  |  | % |
| The NN Sub-Contractor’s tendered percentage addition to costs of labour shall include all costs incurred by the Contractor (excluding VAT) for those workers engaged on additional or substituted work required as a result of a Compensation Event, that are additional to the basic hourly rate of pay for the relevant category of worker in an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015. It shall include (but not be limited to) the following components of cost:All costs incurred with meeting legal requirements (including but not limited to PRSI), pension contributions, death in service contributions, sick pay contributions; andPlus Rates; and Allowances; andoverheads; andprofit and loss of profit.**Plus Rates** A Plus Rate is the balance remaining when the basic hourly rate of pay for the relevant category of worker under an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015 is deducted from the basic hourly rate of pay paid to a worker in accordance with the workers terms and conditions of employment. It does not include Allowances. **Allowances**Allowances are payments made to workers that are additional to the basic rate of pay paid to a worker and may include (but not limited to): 1. any bonuses, productivity, incentive or other bonus;
2. any special allowances particular to the category of worker (such as tool money);
3. overtime;
4. unsocial hours working and Sunday working;
5. sick pay and public holiday and annual holiday pay;
6. absences due to training;
7. travelling time;
8. subsistence (such as country money);
9. any other payments not included in the foregoing.
 |  |
| The NN Sub-Contractor’s tendered percentage addition to costs of materials*(If negative or blank, read as 0%)* |  | % |
| The NN Sub-Contractor’s tendered percentage addition/deduction to costs of plant*(A deduction of more than 50% will be read as a deduction of 50%. If the entry is blank it will be read as 0%)* |  | % |
| The tendered percentage addition for costs of materials and the tendered percentage addition/deduction for costs of plant provided shall include on-costs, overheads and profit, and exclude VAT.  |  |

|  |  |  |
| --- | --- | --- |
| **Tendered rate of delay costs (only if the Schedule to the Main Contract, part 1K states that Sub-clause 10.7.1 (2) applies)**  |  |  |
| The NN Sub-Contractor’s tendered rate of delay costs is *(If left blank, or stated as a negative value, read as zero.)* | € | excluding VAT per Site Working Day. |

If the Schedule to the Main Contract, part 1K states that separate rates are to be tendered for separate periods or parts of the Works, the NN Sub-Contractor’s tendered rates are as follows:

|  |  |  |
| --- | --- | --- |
| **Period or part of the Works****(Main Contract Schedule, part 1K)** |  | **Tendered Rate** |
|  |  | €……………………….per Site Working Day |
|  |  | €……………………….per Site Working Day |
|  |  | €……………………….per Site Working Day |
|  |  | €……………………….per Site Working Day |

1. If the tenderer is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland [↑](#footnote-ref-1)
2. The Form of Tender and Appendix to be reissued to Reserved Specialist candidates 14 days before the deadline for the receipt of tenders for the specialist works including the name and address of the successful main contract tenderer. [↑](#footnote-ref-2)
3. Please refer to [www.revenue.ie](http://www.revenue.ie) for details of current rates of VAT [↑](#footnote-ref-3)
4. If not otherwise specified, read as 180 days [↑](#footnote-ref-4)
5. If no minimum specified, €6,500,000 applies. [↑](#footnote-ref-5)
6. If no minimum stated, €13,000,000 applies. [↑](#footnote-ref-6)
7. If no amount stated, €10,000 applies [↑](#footnote-ref-7)
8. If no amount specified, €1,000,000 (one million Euro) applies. [↑](#footnote-ref-8)
9. If left blank or stated to exceed 30 it shall read 30 [↑](#footnote-ref-9)
10. If left blank the period is 10 working days [↑](#footnote-ref-10)
11. If left blank or the amount exceeds 12.5% it shall read 12.5% [↑](#footnote-ref-11)
12. An agent in the State must be named if the NN Sub-Contractor’s registered office or other principal place of business is outside the State. [↑](#footnote-ref-12)
13. Tenderers must name the entity being relied upon and who has been identified for purposes of suitability assessment. If none named, no reliance guarantee required. [↑](#footnote-ref-13)