# Tender and Schedule

for

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

using the

**Framework Agreement for use with the**

**Term Maintenance and Refurbishment Works Contract**

Office of Government Procurement

Term Maintenance and Refurbishment Works Contract

Document Reference FTS 12 v1.4

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

# FORM OF TENDER

|  |  |  |
| --- | --- | --- |
| **To** | *The Employer* |  |
|  | *Address of Employer* |  |
|  | *For the attention of*[[1]](#footnote-1) |  |
|  | *Regarding[[2]](#footnote-2)* |  |
|  | *Using[[3]](#footnote-3)* | 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)    [[4]](#footnote-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.

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|  |  |
| --- | --- |
| *Signature* |  |
| *Name in capitals* |  |
| *Title* |  |

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]](#footnote-5)**

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

|  |  |  |
| --- | --- | --- |
| **Date** |  |  |

# SCHEDULE

|  |  |  |
| --- | --- | --- |
| **Clause** | | |
| 1.4 | Works Requirements are in | *Volume A* |
| Pricing Document is in | *Volume C* |
| 1.10, 8.2 | Specialists the [[6]](#footnote-6) required to use  Work Type  *Insert details of Specialist work* | Name of Specialist  *Insert names of Specialists* |

|  |  |  |
| --- | --- | --- |
| 8.2 | Professional indemnity insurance required of Specialists | *Annual aggregate limit of at least: [Not applicable] Excess not exceeding: [not applicable]* |

|  |  |  |
| --- | --- | --- |
| 2.1 | Term | *One year* [[7]](#footnote-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 [[8]](#footnote-8) under clause 6 reaches *95*%[[9]](#footnote-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 [[10]](#footnote-10) under clause 6 has reached *75*%[[11]](#footnote-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]](#footnote-12) of the Maximum Sum. |

|  |  |  |
| --- | --- | --- |
| 6.1 | Maximum Sum | €*Insert amount*[[13]](#footnote-13) |

|  |  |  |
| --- | --- | --- |
| 6.5 | Interim statement provided under a Task Order may include | *Monthly 90*%[[14]](#footnote-14) of the contract value of completed Works in the Task, less previous payments for those Works. |

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| --- | --- | --- |
| 6.6 | Time for payment | 10 days[[15]](#footnote-15) after Employer receives invoice |

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| --- | --- | --- |
| 10,1, 15 | Optional Clause 15 | Does *not* apply |

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| --- | --- | --- |
| 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) | €*50,000*[[16]](#footnote-16) |
|  | * public liability (death, illness or injury) | €6,500[[17]](#footnote-17) |
|  | * employer’s liability | €6,500[[18]](#footnote-18) |

|  |  |  |
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| 14.2, 14.3 | Person to appoint the conciliator, if none agreed | *President of the Society of Chartered Surveyors of 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* |

1. Insert name of contact person identified in tender documents [↑](#footnote-ref-1)
2. Insert name of Project [↑](#footnote-ref-2)
3. CA Note: Choose whether the Framework or Standard Agreement is to be used with the Term Maintenance and Refurbishment Works Contract [↑](#footnote-ref-3)
4. If not otherwise specified, read as 180 days [↑](#footnote-ref-4)
5. To be completed and signed only after all award procedures have been completed. Acceptance of the tender will result in a   
   binding contract. [↑](#footnote-ref-5)
6. If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as ‘Contractor is’ [↑](#footnote-ref-6)
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. [↑](#footnote-ref-7)
8. If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as ‘Contractor’ [↑](#footnote-ref-8)
9. If no percentage stated, 95% applies. [↑](#footnote-ref-9)
10. If Term Maintenance and Refurbishment Works Contract is being used without the Framework Agreement it shall read as ‘Contractor’ [↑](#footnote-ref-10)
11. If no percentage stated, 75% applies. [↑](#footnote-ref-11)
12. If no percentage stated, 10% applies. [↑](#footnote-ref-12)
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) [↑](#footnote-ref-13)
14. If no percentage stated, 90% applies. [↑](#footnote-ref-14)
15. If no time period stated, 10 days applies. [↑](#footnote-ref-15)
16. If no amount stated, €50,000 applies. [↑](#footnote-ref-16)
17. If no amount stated, €6,500 applies. [↑](#footnote-ref-17)
18. If no amount stated, €6,500 applies. [↑](#footnote-ref-18)