# Tender and Schedule

for

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

using the

**Public Works Investigation Contract**

Office of Government Procurement

Public Works Investigation Contract

Document Reference FTS7 v.1.5

30 June 2016

© 2016 Office of Government Procurement

Published by: Office of Government Procurement

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)* |  |
| **Date** |  |  |

A Dhaoine Uaisle

We have examined and understand the Conditions of the *Investigation Contract* and attached forms and the documents listed in the attached Schedule. We offer to complete the Investigation on the terms of and in conformity with those documents for the Price of

|  |  |
| --- | --- |
| [[3]](#footnote-3) | euro [[4]](#footnote-4), |

as adjusted in accordance with the Contract.

If included in the attached Schedule, we also offer to accept appointment as project supervisor for the construction stage on the terms required by the Contract.

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

(a)      [[5]](#footnote-5) 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)

Your acceptance of this Tender within that time will result in this 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 14.3 of the attached Conditions on a termination to which that clause applied.

Is sinne, le meas

|  |  |
| --- | --- |
| *Signature of authorised person* |  |
| *Name in capitals* |  |
| *Title* |  |

On behalf of

|  |  |
| --- | --- |
| *Tenderer’s name in full* |  |
| *Postal address* |  |
|  |  |

In the presence of

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

**TENDER ACCEPTED**

**Signed on behalf of the Employer[[6]](#footnote-6)**

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

# SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause** | |  | |
| 1.1 | Employer’s Representative | |  |
| Documents stating the Scope | |  |

|  |  |  |
| --- | --- | --- |
| 1.8 | Performance Bond | required |
|  | The amount of the performance bond shall be 10%[[7]](#footnote-7) of the initial Contract Sum up to issue of the Certificate of the date the Investigation is complete under the Contract and 5%[[8]](#footnote-8) of the initial Contract Sum for the subsequent period stated in the form of bond / 450 days after that.[[9]](#footnote-9) |
| Project supervisor for the construction stage | Contractor or nominee to be project supervisor for the construction stage |

|  |  |  |
| --- | --- | --- |
| 3.1 | Documents containing Contractor’s Proposals (if any) |  |

|  |  |  |
| --- | --- | --- |
| 4.6 | Weather station | Met Eireann station nearest the Site |

|  |  |  |
| --- | --- | --- |
| 7.1 | Payment on the basis of |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 12.3 | Minimum indemnity limit for public liability insurance. | €6,500,000 | for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and accidental pollution.) |
| Minimum indemnity limit for employer’s liability insurance | €13,000,000 | for any one event |

|  |  |  |
| --- | --- | --- |
| 12.4 | Professional Indemnity Insurance | required |
| Minimum indemnity limit for professional indemnity insurance annual aggregate | €6,500,000 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 12.5 | Maximum levels of excess for | | |  |
|  | * insurance of Investigation | | €10,000[[10]](#footnote-10) |
|  | * public liability | | €6,500[[11]](#footnote-11) |
|  | * employer’s liability | | €6,500[[12]](#footnote-12) |
|  |  | * professional indemnity | | €70,000[[13]](#footnote-13) |
| 13.2 | Licence, and not copyright is required for the following documents, if any | |  | |

|  |  |  |
| --- | --- | --- |
| 16.2, 16.3 | Body to appoint the arbitrator, if none agreed | [[14]](#footnote-14) |
| Person to appoint adjudicator, if not agreed | Chairperson of the Panel of Adjudicators |

## 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).

## Milestones Table (Clause 7.1) (if used)

|  |  |
| --- | --- |
| ***Event*** | **% of Price** |
| Fieldwork complete | 46 %[[15]](#footnote-15) |
| Draft report issued | 46 %[[16]](#footnote-16) |
| Final report issued | 5 %[[17]](#footnote-17) |
| 12 months after Investigation complete and clause 4.4 complied with | 3 %[[18]](#footnote-18) |
|  | % |
|  | % |
|  | % |

## Tasks Table (Clauses 4.1, 4.2, 7.3)

|  |  |  |  |
| --- | --- | --- | --- |
| **Task** | **Last Date for Permission[[19]](#footnote-19)** | **Performance Period[[20]](#footnote-20)** | **Rate of Price reduction if Task not completed within Performance Period** |
| The whole of the Investigation |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |
|  |  |  | €       per day |

1. Insert name of contact person identified in tender documents [↑](#footnote-ref-1)
2. Insert name of Project [↑](#footnote-ref-2)
3. Lump sum in words [↑](#footnote-ref-3)
4. Please refer to [www.revenue.ie](http://www.revenue.ie) for details of current rates of VAT [↑](#footnote-ref-4)
5. If not otherwise specified, read as 180 days [↑](#footnote-ref-5)
6. 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-6)
7. If no percentage specified, 10% applies. [↑](#footnote-ref-7)
8. If no percentage specified, 5% applies. [↑](#footnote-ref-8)
9. If not otherwise specified, read as 450 days. [↑](#footnote-ref-9)
10. If no amount stated, €10,000 applies. [↑](#footnote-ref-10)
11. If no amount stated, €6,500 applies. [↑](#footnote-ref-11)
12. If no amount stated, €6,500 applies. [↑](#footnote-ref-12)
13. If no amount stated, €70,000 applies. [↑](#footnote-ref-13)
14. If left left blank the default is the President, Engineers Ireland [↑](#footnote-ref-14)
15. If no percentage specified, 46% applies. [↑](#footnote-ref-15)
16. If no percentage specified, 46% applies. [↑](#footnote-ref-16)
17. If no percentage specified, 5% applies. [↑](#footnote-ref-17)
18. If no percentage specified, 3% applies. [↑](#footnote-ref-18)
19. Number of days after contract date [↑](#footnote-ref-19)
20. Number of days after permission to start [↑](#footnote-ref-20)