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Planning and Building Unit

Web: <http://www.education.ie>

DTP-2012 Preparation of Tender Documents

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1. Introduction

1.1 Application

The **Design Team Procedures - 4th Edition 2012** and any associated Practice Notes (published at) apply to all schools construction projects funded in part or in total by the Department of Education & Skills unless otherwise stated

1.2 Background

The purpose of this document is to provide assistance to Construction Consultants in the preparation of Tender Documents for Department of Education and Skills funded projects

The scope of this document is limited to the documentation required and how the documents should be assembled and labelled for issue to tenderers. It does not address the design decisions, procurement issues or procedural steps necessary prior to the preparation of Tender documentation. These issues are addressed in the **Design Team Procedures 2012** and **DTP2012 – Detail Design - Stage 2b**

Where a conflict exists between this guidance note and the Conditions of the Contract the conditions of contract take first precedence.

1.3 DTP2012 – Detail Design Stage 2b

DTP2012 – Detail Design - Stage 2b sets out the procedure for obtaining Statutory Approvals and the preparation of detailed design drawings and specifications, a Bill of Quantities (or other agreed tender documentation) and an accurate pre-tender cost estimate, all based on full and complete design.

Design Team are fully responsible for ensuring that the project is fully designed and detailed before going to tender and that all the information necessary to complete the construction is included in the Tender Documents.

1.4 DoES Cost Control procedures

The Design Team are also required (individually and collectively) to read and comply with DTP-2012 Cost Control Procedures (available at www.education.ie).

2. Contract Documents

2.1 Public Works Contracts

The use of the new Public Works Forms of Contract is a requirement for all publicly funded capital works projects. **There are no exceptions to this obligation**

As part of the Stage 2b process (see **DTP2012 – Detail Design - Stage 2b**), the Employer in consultation with the Design Team will have determined the appropriate Form of contract. The following table applies unless the project has a particular level of complexity:

<i>Estimated cost is...</i>	<i>Then use....</i>	<i>Ref.</i>
Less than € 500k (ex VAT)	Public Works Short Form of Contract	PW-CF6
Less than € 5m (ex VAT)	Public Works Contract for Minor Building and Civil Works Designed by the Employer	PW-CF5
€ 5m (ex VAT) or more	Public Works Contract for Building Works designed by the Employer	PW-CF1

The above Contracts are available on the Department of Education and Skills Website at www.education.ie (under Technical Guidance) or at www.constructionprocurement.gov.ie

2.2 Standard Contract Documents

In addition to the Public Works Forms of Contract, the Public Works Forms of Tender and Schedules, standard Model Forms and standard Invitation-to-Tender must be used

To ensure that the correct form is used Design Teams should access all documents through Department's Website at www.education.ie (under Technical Guidance)

Some documents such as the Invitation to Tender [ITT] are GCCC Public Works documents with Department of Education and Skills specific elements already filled in.

Design Teams must use these Department of Education and Skills specific documents and not the blank Public Works forms

2.3 Tender Documentation

The documents to be issued as part of the Invitation to Tender must be divided into separate volumes as follows:

- Volume A (the Works requirements)
- Volume B (The Form of Tender and Schedule),
- Volume C (The Pricing document), and
- A separate section labelled Information Pack

The Invitation to Tender is a separate document not forming part of the labelled volumes above.

3. Invitation to Tender (ITT)

3.1 General

The Invitation to Tender (ITT) includes both the Invitation to Tender letter and the Instructions to Tenderers. The letter is short and simple, and all information relating to the tender should be included in the attached Instructions to Tenderers.

Design Teams must use the standard Instructions to **Tender DoES_ITTW1_Instructions_to_Tender** available on the Department of Education and Skills Website at www.education.ie (under Technical Guidance).

It is the same as the Public Works document **ITTW1_Instructions_to_Tender** with Education specific elements already filled in. **The Design Team must not use the unedited Public Works form.**

3.2 Invitation to Tender letter

The Invitation to Tender letter is available at both www.education.ie (under Technical Guidance) and at www.constructionprocurement.gov.ie. The fields to be completed are self-explanatory.

At the top of the page in the space of the name of the Candidate make sure that the exact legal name is used. If the Candidate is a joint venture or other grouping, list all the members of that group using the exact legal name of each member as above.

3.3 Instructions to Tenderers

Make sure that you use the Department form (available at www.education.ie) with Department specific elements already filled in and not the unedited form on the Construction Procurement website.

The following summarises the Department specific requirements:

- In the field for the **Project** enter a brief description of the works
- At **1.1 This Procedure** leave unaltered if the project has been advertised on e-tenders
- At **1.2 These Documents**, **1.3 The Contract** and **5.2 Tender Documents** leave the blank spaces unfilled. (The reference to Novated Design Documents was deleted here as it is not applicable).
- At **5.4 Format** leave **and Volume C** unchanged if there is a Pricing document (Bill of Quantities or Schedule of Rates)
- At **5.8 Pricing** leave **All items and quantities in any Bill of Quantities must be priced and Candidates must not use negative rates or prices, or omit rates, or use zero rates, in any Bill of Quantities** unchanged. The remaining 2 blank spaces should be left as is. (References to Adjustment items and Method related charges were deleted here)
- At **5.13 Other** the response **Not Applicable** should be left unchanged.
- At **8.3 Abnormally low tenders** a guidance reference has been removed.
- At **9.4 Review** all references to Review procedures have been deleted. This should be left unchanged.
- At **9.6 Assessment of other criteria** leave the word **None** unchanged. The only criterion for

selection is comparative cost of tender as at clause 9.5

- At **10.3 Letter of Intent** two additional requirements have been added i.e. **Contractor's detailed programme and Any other information reasonably required**. These should be left unchanged. This is to allow the Design Team to request the information normally contained in the Department's Letter of Intent

3.4 Particulars

The next changeable field is the Particulars:

- The title of the Contract, description of the works, location and name of employer are self explanatory.
- Under the field for the **Form of Contract** enter the appropriate form (click on the grey boxes). If the Form of Contract is the short Form click on the grey space before the word Public and you have the option of including the word Short.
- In the field for the **Employer's contact details** enter the Design Team Leader's details
- Under **Supplemental Information and Queries** leave latest date for queries at **14 days before latest time for receipt of Tender** and date after which employer won't issue information or responses to queries at **8 days before latest time for receipt of Tender**.
- Under **Change Specialist** leave both fields unchanged. The fields are **not applicable** (unless there are specialists by prior agreement with the Department).
- Under **Timetable for Completion** enter the Contract Notice date and Reference.
- The **Issue Tender documents** field should be left unchanged as **As date of this Invitation to Tender**. Interviews are not applicable.
- The **Decision on Contract Award** field should read **Estimated 1 month after receipt of Tenders**
- A **Health and Safety co-ordinator** is only required on a Design and Build Contract. Leave unchanged as **Not Applicable**.
- Under **Tender Date** enter the latest time and date for tenders
- Under **Tender submission must be sent to** enter name and details of appropriate person in Design Team
- Under **Delivery by** leave words **hand or registered prepaid post** unchanged.
- Under **Copies** the appropriate responses are **One copy**
- Under **Electronic copies** the appropriate response should be **as stated in Contract Notice**. (refer to **DTP2012 – Detail Design (Stage 2b)** for wording to include in Contract Notice.
- The **Tender Documents** listed should be left unchanged
- There is no requirement for a **Deposit**, so the response is **NOT APPLICABLE** only.
- The **Pricing Instructions** are **Fixed Price Lump Sum**
- Under **Substantial Completion** the default here is **Number of days from Contract Date to Substantial Completion**. This should not be changed. The wording for the number of days (**As Schedule, Part 1**) should also be left unchanged.
- It is not required to seal the **Form of Tender**.
- **Mandatory Options** and **Variant Tenders** are not applicable. The Number of Tenders permitted is always **One**. Leave all unchanged.
- The **Agreement** should be under **Seal**.
- Under **Award Criteria**, the only permissible criterion is Comparative Cost of Tender. Leave wording **Comparative Cost of Tender as Appendix 5 of this ITT** as is and percentage at **100%**
-

3.5 Appendixes

Appendix 1

For traditionally procured projects (not Design and Build) the Design Team are **not allowed to ask for any Works Proposals**.

Leave the wording **Not applicable. No Works Proposals are required** under **Works Proposals** unchanged.

Appendix 2

This refers to Additional Information (not Works Proposals) the Contractor must submit with his Tender.

- Under **Additional Information to be submitted with Tender** the wording should not be changed.
- In **Annex 1**, the fields for the **Candidate**, the **Contract** and the **Employer** should be filled out. The amount of the **Bond** should be filled in by the Bonding Company or the Candidate based on the applicable percentage of the VAT exclusive Tender amount.
- In **Annex II**, the fields can be left blank unless the Candidate is a subsidiary to a parent company and relying on the Parent Company for pre-qualification. The fields are self explanatory.

Appendix 3

Appendix 3 lists the Information to be submitted in the **Information pack**. It will normally include the following (where applicable):

- Copies of the Grant of Planning Permission, Fire Safety Certificate and Disability Access Certificate
- Preliminary Health and Safety Plan
- Radon, Asbestos, Site Investigation, Archaeology reports/Survey of buildings, utilities etc

The above reports if included in the Tender package should not form part of the Contract Documents. They are for information purposes only. Any relevant information therein will already have been included in the Project Particulars, drawings and specifications/ forming the Works Requirements.

Appendix 4

This appendix i.e. the appointment of a **Health and Safety Project Co-ordinator** is only applicable to Design and Build. It should be left blank.

Appendix 5

Appendix 5 is the template for the **Comparative Cost of Tender**. The Design Team should be very careful to ensure that this appendix is filled out correctly.

- The hours for **Craftpersons, General Operatives** and **Apprentices** should be set high enough to ensure that balanced rates are entered, but not so high as to distort the overall comparative cost of tender.
- Values in Euros should be set for **materials** and **plant** on the same basis as for the hours for Craftpersons, General Operatives and Apprentices.
- The number of **site working days delay** should be set sufficiently high to ensure that a competitive rate is tendered for, but not so high as to distort the comparative cost. Between 5% and 10% of the Contract duration is not an unreasonable number.
[The number of site working days delay is not the same as the 1st and 2nd thresholds in the major Form of Contract or the Programme Contingency in the Minor Form. The latter is an estimation of the actual valid number of days delay due to compensation events likely to occur. The tendered delay rate only applies after the 1st threshold or the programme contingency has been reached.]
- **The Value per day in excess of the earliest date for substantial completion must be left blank.**
[As all Department projects have set project durations it is not applicable. Liquidated damages apply after the due date for substantial completion].

4. Volume A: Works Requirements

4.1 Works Requirements Documents

All documents comprising the works requirements must be labelled **Volume A – Works Requirements**.

The following documents will form part of the works requirements on all projects (of all sizes and complexities):

- **Project Particulars [Including Model Forms]**
- **Specifications**
 - Architectural Specification
 - Civil/Structural Specification
 - Building Services Specification

- Fitted Furniture Specification (where appropriate)
- **Drawings and Details**
 - Architect's Drawings and details
 - Structural Engineer's Drawings/Schedules etc.
 - Building Services Drawings & details
 - Room Layout Drawings

A clear and simple numbering system should be used for all documents which identifies each document as part of the works requirements and indicates how it fits into the overall works requirements.

The Works Requirements Document (Labelled **VOLUME A**) will normally comprise a list of all the documents forming part of the Works Requirements (each with their own sub-heading and unique drawing number and revision date). For example:

- **Project Particulars VOLUME A.1**
- **Specifications VOLUME A.2**
 - Architectural Specification **VOLUME A.2.1**
 - Civil/Structural Specification **VOLUME A.2.2**
 - Building Services Specification **VOLUME A.2.3**
 - Fitted Furniture Specification (where appropriate) **VOLUME A.2.4**
- **Drawings and Details VOLUME A.3**
 - Architect's Drawings and details **VOLUME A.3.1**
 - Site Plan - Scale 1:500 **VOLUME A.3.1- XXXXX Rev 4**
 -
 - Civil/Structural Engineer's Drawings/Schedules etc. **VOLUME A.3.2**
 - GA Plan - Scale 1:100 **VOLUME A.3.2- XXXXX Rev 4**
 -

The Works Requirements document VOLUME A (usually a few pages long) should be bound in the same volume as the Project Particulars VOLUME A.1

4.2 Project Particulars

The Project Particulars are required on all projects (no matter how small!). The **Project Particulars** (labelled **VOLUME A.1**) will comprise:

- A brief description of the scope and location of the works
- List of and reference to the location of the Contract and any applicable model forms e.g:
 - The Form of Contract (including agreement and Appendixes) is **PW-CF1 - Public Works Contract for Building Works designed by the Employer**. (The **Agreement Form A2** applies)
 - Contract Model Forms applicable to the contract:
 - MF 1.6 - **Performance Bond**
 - MF 1.7 - **Parent Company Guarantee**
 - MF 1.10 - **Appointment of Project Supervisor**
 - MF 1.13 - **Rates of Pay and Conditions of Employment Certificate**

The above documents are available at www.constructionprocurement.gov.ie. Where 2 or more versions of any of the above documents are posted on the above web-site during the tender period, the applicable version is the version on the above web-site 10 days prior to the latest date for receipt of tenders. This should be stated in the Project particulars.

- Site and/or working constraints and Site facilities
- The required experience, skill and qualifications of the key personnel for the project
- Other particulars forming part of the Contract, but not contained elsewhere in the Works Requirements

[The minimum required experience, skill and qualifications of the key personnel for the project should be proportionate to the size and complexity of the project and should not exceed the minimum level of skill and experience set out in the Suitability Assessment Questionnaire. In particular the Contractor and the Contractor's Representative are expected to be competent and experienced in constructing buildings and capable of reading and interpreting drawings and other documents. This section of the Project Particulars is useful both where the Employer's Representative intends to invoke Clause 5.6 and in dealing with Request for Information from the Contractor. See **DTP-2012 Construction – Stage 4**, Requests for Information.]

The Project Particulars should be prepared jointly by the Design Team and should contain all the particulars for all the disciplines including Civil/Structural and Building Services. **(This information should not be duplicated in the specifications)**

The Project Particulars in addition to the above will normally contain most or all of the Preliminaries Section of the Bill of Quantities (without the column for pricing).

The Pricing Document is not part of the Works Requirements so any information therein not contained in the Project Particulars does not form part of the Works Requirements.

A clause should be included in the Project Particulars to state that it is a **condition precedent** to the award of the contract that the successful tenderer for the contract must comply with current Tax Clearance Procedures (available at www.finance.gov.ie). In most circumstances, for tenderers resident in the State, this means that the successful tenderer must have a current Tax Clearance Certificate and a C2 Certificate

4.3 Specifications

The ability of the Design Team to ensure that the building is constructed in accordance with their Design to a high standard and without additional post-contract costs is directly related to the quality of the Tender Documents and in particular the Specifications. A well written specification will help to minimise Contractor requests for information and requests for "substitutions". Refer also to **DTP2012 - Construction Stage 4 - Substitutions**.

The word substitution does not appear in the Contract. (If a material complies with the Works Requirements, it's not a substitution. If a material does not comply with the Works Requirements it's a proposal which will if implemented give rise to a Change Order).

If the consultant states the name of a manufacturer's product in the specification and adds the words "or equal approved", he/she are inviting requests for approval of alternative products meeting the specification and must respond in a timely manner as with requests for information.

If the consultant states the output requirements of a material only or names of a manufacturer's product in the specification and adds the words "or equivalent", he/she is in effect stating to the Contractor that an equivalent manufacturer's product (i.e. meeting the specification in all respects) is acceptable (without prior approval) and that the onus is on the Contractor to ensure that the material meets the standard required. Such output requirements might include a requirement for a test or Agrément Certificate or Insurance backed guarantee or other means of proof of compliance.

All Specifications must conform to national guidelines and the EU Directive on Technical Specifications. Specifications should be based on the material specification, the applicable standards and the performance required.

The Design Team are strongly advised to describe materials by their generic names and performance requirements, and not by proprietary names.

Where the Product name or Manufacturer's name cannot be avoided, the names of all other known products (and their manufacturer) also complying with the specification should also be listed. In addition, it should be clearly stated that all products meeting the specification standard or the standard of any of the listed products is also deemed to be acceptable. Lastly the means of proof of compliance should be stated also e.g. test, agreement certificate, etc. Restrictions such as a requirement to use suitably qualified personnel during the installation are valid.

Where specifications are performance based (as above) the issue of substitutions and "approvals" does not arise. If the material complies with the specification in the Works Requirements, approval isn't necessary (and should not be given).

The Specification should not contain any information contained in the Project Particulars. There should be no references to Contingencies, P.C. sums, Provisional sums and nominated sub-contractors (Use a spell check). **References to price or pricing or schedules of rates must not form part of the Building Services specifications or any specification.** If appropriate, pricing references should be contained in the Pricing Document.

The Specification will normally comprise 3 or more different specifications as below:

- Architectural Specification
- Civil/Structural Specification
- Building Services Specification
- Fitted Furniture Specification (where appropriate)

All specifications should be detailed Specifications of Performance, Standards and Materials (with a full Schedule of Finishes where appropriate).

4.4 Drawings and Details

Each document must be labelled **Volume A** with the relevant subheading and have a unique identifying number and revision date.

The drawings and details will depend on the particular project but will normally comprise:

- **Architectural Drawings and Details:**
 - A Site Plan to 1:500 scale showing the full site development and North point.
 - Dimensioned Floor Plans to 1:100 scale with the areas and names of all spaces shown with North point indicated.
 - Dimensioned Architectural Sections and Elevations to 1:100 scale showing the structure, building form and main services routes.
 - A Drainage Plan to 1:100 or 1:200 scale indicating foul and surface water drains and invert levels. (Drainage Plan to be provided by the Civil/Structural Engineer where he/she is part of the Design Team. Where no Civil/Structural Engineer is appointed, the responsibility to produce the Drainage Plan rests with the Architect)
 - Detailed drawings sufficient to demonstrate how the building will be constructed including sections and details to not less than 1:20 scale through selected portions of the building. All sections and details must be fully annotated.
 - Further sections and details including 1:5 scale details as required.
 - Schedules (if not included in Architectural Specification)
 - Layout drawings and details and specifications (if not included in Architectural Specification) for all fixed furniture and associated fittings.
- **The Civil/Structural Drawings and Details:**
 - Site plan showing the contours, setting out points etc.
 - A Drainage Plan to 1:100 or 1:200 scale indicating foul and surface water drains and invert levels.
 - Dimensioned Floor Plans to 1:100 scale.
 - Dimensioned Sections to 1:100 scale showing the structure, and building form.
 - Detailed drawings indicating the structural members of the building (including sections and details to not less than 1:20 scale through selected portions of the building)
 - Further sections and details including 1:5 scale details as required.
 - Similar information in respect of site-works elements including main drainage and water-main
 - Bar bending Schedules (If not included in the Specification).
- **The Building Services Engineering Drawings and Details:**
 - Site Services Plan to 1:500 scale showing the full site development.
 - Co-ordinated drawings (floor plans, general sections, elevations, and specific details) to a scale of not less than 1:100, or such larger scale as may be required indicating the position(s) of all the building services equipment and associated services for the project. The proposed ceiling finishes shall be indicated by way of a symbol on each room and an explanatory legend on all layout drawings
 - Sectional drawings which include at a 1:50 scale a minimum of 2 full building sectional cuts in the most heavily serviced areas. These sections should include all of the M&E services distributions i.e. both primary and secondary and all equipment relative to the areas indicated, along with the ceiling tile type, service ducts and access to same. The interaction between the building form, the structure and the services must be clearly shown
 - Schematic layouts including controls for the heating, hot and cold water, gas, mains power

- distribution and ventilation services (including ventilation fans and ducts from fume cupboards).
- Schedules of builder's works (if not included in the specification)

5. Volume B: Form of Tender and Schedule

5.1 General

All references to “Works Proposals” must be deleted or left blank. For traditionally procured projects (not Design and Build) the Design Team is not allowed to ask for any Works Proposals.

The only award criterion is Comparative Cost of Tender so Works Proposals cannot be taken into account at Tender stage.

Information such as the Contractor's programme of Work and Resources may only be sought from the apparently successful Tenderer at Letter of Intent stage.

The Forms of Tender and Schedules are available on the DoES Website at www.education.ie (under Technical Guidance). To complete the relevant Form of Tender and schedule follow the guidance below.

5.2 Forms of Tender

The Forms of Tender for both the “**Public Works Contract for Building Works designed by the Employer**” and the “**Contract for Minor Building & Civil Engineering works designed by the Employer**” are identical. The following guidance applies to both Forms of Tender:

- 1st paragraph - delete the reference to **Novated Design Documents** (Click on the arrow and then the blank space below the words “and Novated Design Documents”)
- 3rd paragraph - **delete the reference to Works Proposals** (Click on the arrow as above) and also the words “**We adopt the Novated Design Documents** as our Works Proposals” (by highlighting and pressing delete)
- 4rd paragraph – Change the wording in the box where the tenderer enters the price to “**excluding all VAT**” (click on the arrow and then on the words “excluding all VAT”)
- In the box for the tender validity period enter **120 days**.

The Form of Tender for the “Public Works Short Form of Contract” has no reference to Novated design documents or Works Proposals.

Otherwise the guidance above applies i.e. Change the wording in the box where the tenderer enters the price to “**excluding all VAT**” and enter **90 days** for the tender validity period

5.3 Schedules to the Public Works Contract (Major and Minor)

In the **Schedule PART 1 A - Employer's Representative and Communications**:

- Under **details for sending notices under clauses 12 and 13** to the Employer enter the Client's name and address (Clauses 12 and 13 refer to Termination and Disputes including conciliation and arbitration. Such notices should go to the Client body).
- Under “**details for sending other notices and communications to the Employer**” enter the name and contact details of the person within the consultancy firm acting as Employer's Representative.
- Under “**The Employer's Representative is:**” enter the name and contact details of the consultancy firm and the person within the consultancy firm acting as the Employer's Representative.
- Under “**details for sending notices and other communications to the Employer's Representative**” enter the name and contact details of the person within the consultancy firm acting as Employer's Representative.
- Under **Limitations on the Employer's Representative Authority**:
 - Enter **€ 2,000** for the “maximum adjustment to the Contract Sum for a single Change Order, unless approved by the Employer”
 - Enter the words “**0.25% of the Contract value**” (and not an actual Euro value!) for the “maximum cumulative value of adjustments to the Contract Sum for Change Orders in a 3 month period”. Ignore the Euro Sign.

The Design Team does not have the authority to increase these amounts

In the schedule **PART 1 B - Documents:**

- Under “**The Works Requirements are:**” enter a list of all the documents forming the Works requirements.
[Where the Design Team (as recommended above) have included a list of all documents and drawings comprising the works requirements in the Project Particulars, and the Project Particulars are labelled VOLUME A – Works Requirements it is not necessary to list the documents again – the term “As stated in Volume A Works Requirements” will suffice].
- For all projects over €1,000,000 or with a Bill of Quantities under “**The Pricing Document is**” enter “**Bill of Quantities –ARM4 with Dept of Finance and DoES approved amendments**” (or as subsequently amended)
- Under “**The Works Proposals are:**” enter “**None**”.
(The only award criterion is Comparative Cost of Tender so Works Proposals cannot be taken into account at Tender stage. Information such as the Contractor’s programme of Work and Resources may only be sought from the apparently successful Tenderer at Letter of Intent stage.)

In the **Schedule PART 1 C – Project Supervisor:**

- The words **or an individual or body corporate named in the Work Proposals** must be deleted (**There are no Works Proposals**).
- The wording should read” The Contractor **is** to be appointed Project Supervisor for the Construction Stage for the Works and any other work on the Site between the Starting Date and the date of Substantial Completion of the Works contemplated in the Works Requirements”

In the schedule **PART 1 D – Insurance:**

- The minimum **amount insured for professional fees** should be left at the default of **12½% of the Contract Sum**.
- The minimum indemnity limit for **Public liability insurance** and **Employers’ liability insurance** should also be left at the defaults of: **€6,500,000** and **€13,000,000** respectively.
- Under “**Maximum excess for Insurance of Works and other Risk Items**” and under “**Maximum excess for Public liability**” enter the words: **the greater of 1% of the Project Value or 0.5% of Contractor’s turnover**. Ignore the Euro sign.
(Where the above guidance is outside the norm available on market, the QS should insert an amount based on the amount of excess they consider normal in the market. Where the amount inserted here varies from the guidance above the Planning and Building Unit should be notified)
- Under **Permitted Exclusions from all Insurances**, Terrorism and Asbestos should be retained as exclusions. No other exclusions should be added. No other exclusions should be added to Permitted Exclusions from insurance of the Works and other Risk Items.
- Under **permitted exclusions from public liability insurance** delete **/ design for a fee / defective workmanship, materials or design, but including its consequences (delete two. If none deleted, permitted exclusion is ‘loss or damage due to design’)**.
The clause should read: “**Loss or damage due to design**”. No other exclusions should be **added**.
No other exclusions should be added to “Permitted exclusions from employer’s liability insurance” or “Permitted exclusions from professional indemnity insurance”.
- Under “**Optional insurance provisions**” click on **shall not** and change it to **shall**.
Where the Department of Education & Skills is the Client, the Design Team should seek guidance on this option prior to going to Tender.
The Design Team must also advise Client on the absolute necessity to provide adequate insurance for “**existing facilities and parts of the Works it uses or occupies**” where construction work is being carried out.
Also under Optional insurance provisions, under **Insurance of the Works and other Risk items**, enter any property of the Employer other than the Works and Works Items to be insured and a Euro value. This will normally be “**Not applicable**”
- As “**Insurance of the Works and other Risk Items**” excludes terrorism cover, the minimum sum insured should be left blank or entered as **€0.00**.
- Ensure that the words **is not required** are entered under “**The Contractor “is/is not required” to extend the insurance of the Works and other Risk Items** for a Section that has reached Substantial Completion until the Employer’s Representative issues the certificate of Substantial

Completion for the whole Works.

- Enter **is not** under “**Professional Indemnity insurance “is/is not” required**. The rest of this clause can be left unchanged, or “**nil**” and “**not applicable**” can be entered as appropriate.

[Professional Indemnity Insurance is not normally required for traditionally procured projects (not D&B). Professional Indemnity Insurance is only required where there are substantive design elements to be carried out by the contractor or his/her sub-contractors. Elements of the works such as the Mechanical and Electrical Installation, the Windows or the Lift should be sufficiently specified and detailed so that the Contractor is not required to carry out substantive design. While an element of design is inherent in all elements specified by reference to performance (such as the required fire resistance of doors), compliance with the required performance is and will remain a Contractor’s risk whether or not Professional Indemnity Insurance is required.]

Design Teams are not authorised to change the Professional Indemnity requirements to “is required” without prior agreement with the Department.

In the schedule **PART 1 E - Performance Bond**

- A performance bond is required for all projects over **€ 500,000** Contract Value. The amount of the performance bond shall be the Percentage (as stated in the original qualification questionnaire) of the estimated Contract sum up to certification of Substantial Completion of the Works, and 50% of that amount for the subsequent period stated in the form of bond in the Works Requirements.
 - Enter the relevant Percentages (e.g. for a € 0.5 to €10.0 m project enter 12.5 % and 6.25% ; for a project over €10.0 m enter 10.0 % and 5.0 %).
 - The subsequent period stated should be **450 days**.
 - Check that this is the period stated in all Tender Documents

In the schedule **PART 1 F - Collateral Warranties**

- Collateral warranties are not required. Single point responsibility applies – i.e. the Contractor is responsible for all the works. Design Teams are not authorised to require Collateral warranties without prior agreement from the Department

In the schedule **PART 1 G - Dates for Substantial Completion, Sections, Liquidated Damages, Retention**

- Dates for Substantial completion should be entered in **days** or **months** from the Start of Contract Date and not as calendar dates.
- **Sectional completion should only be used where completion of the Section is critical to overall project.**
- Liquidated damages or sectional liquidated damages should relate to actual damage for that section only. The Client and Design Team should record the basis for calculation of Liquidated Damages (which must relate to the actual costs to be incurred) on file prior to going to Tender
- See Section L – payment particulars for retention rate. Reduce by 50% on substantial completion.

In the schedule **PART 1 H - Early Completion**

- This clause should read: “The Employer’s Representative **is** required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Substantial Completion”.
- If Sectional completion applies, and the Client on a particular project is in position to (and wants to) accept a completed section early i.e. before date for completion of this Schedule item, the Design Team should consult with the Department.

In the schedule **PART 1, I – Defects Period**

- This clause should read: “The initial Defects Period is **one year** from the date of Substantial Completion of the Works”.

In the schedule **PART 1 J - Random Checks for Employment Records**

- This clause must read: “Sub-clause 5.3.3A(2) **shall be** part of the Contract”.
- **The contractual right to conduct random checks must always be part of the Contract.** It does not oblige the Employer’s Representative to carry out such checks unless he/she deems it necessary.

- Refer also to **DTP-2012 Pay and Conditions of Employment**

In the schedule **PART 1 K - Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments**

- There are 5 Events in the **Public Works Contract for Building Works designed by the Employer** for which it is discretionary as to whether they are Compensation Events or not. These are **Events 17 to 21**. In the **“Contract for Minor Building & Civil Engineering works designed by the Employer”** there is only 1 discretionary event i.e. **Event 17**.
- On Department of Education and Skills projects the following guidance must be followed:
 - For **Event 17** a difference between the Contract value of the Works according to the **Bill of Quantities** and the Contract value of the Works described in the Works Requirements should always be a compensation event i.e. **YES** should be entered.
 - For **Events 18 to 21**, (applicable to the major Form of Contract only) the transferable risk must be assessed on a case by case basis for each project and justified on the basis of value for money (Refer also to **DTP-2012 Detail Design (Stage 2b)**). The default on all these events (unless the Risk Transfer can be justified) should be **YES** i.e. the risk remains with the Employer
- In the box below the wording “If there is a **Bill of Quantities**, the method of measurement according to which it was prepared and measurements are to be made is” enter **ARM4 with Dept of Finance and DoES approved amendments**. (In the event of subsequent amendments enter the appropriate method of measurement.)
- Under the section on Weather Events enter the nearest weather station**. No other weather events should be added i.e. the box under “A weather event also means the following:” should be left blank.
- Thresholds**
 - In the Public Works Contract for Building Works designed by the Employer the **1st and 2nd thresholds for Site Working Days delay** should be a reasonable estimation of the likely lower and higher limits of actual valid delay events, the first being the lower and the second the higher. In general the sum of the 1st and 2nd thresholds should be between 5% and 15% unless there are project specific reasons to justify otherwise.
 - In the **Contract for Minor Building & Civil Engineering works designed by the Employer** there is just one **Programme Contingency** (or threshold). This should be a reasonable estimation of the actual valid number of days delay due to compensation events. In general the amount stated should be between 5% and 15% of the contract duration unless there are project specific reasons to justify otherwise.

Note that the above thresholds or programme contingency are not the same as the number of Site Working Days’ delay stated in Appendix 5 of the Invitation to Tender (the latter can be more or less than the thresholds – see guidance in this document on the Invitation to Tender).

- Under the **“definition of craftsmen in part 2D”**, enter the main categories of craftsmen
- Under “In sub-clause 10.6.4(3), the **rates to be used to determine the cost of plant** are the rates in” enter **Not Applicable**
(Either the Bill of Quantities or actual costs will be used if required).
- Under “In sub-clause 10.7, the amount to be added for **delay cost** is” delete: **“the expenses unavoidably incurred as a result of the delay (sub-clause 10.7.1(2)). (Delete as applicable. If neither deleted, ‘expenses unavoidably incurred as a result of the delay’ to be read as deleted)”**. The clause should read: “In sub-clause 10.7, the amount to be added for delay cost is **“the daily rate tendered by the Contractor in the Schedule, part 2D (sub-clause 10.7.1(1))”**”
- Under “For purposes of sub-clause 10.7, the Contractor is to tender in part 2D” delete: **“separate daily rates for delay costs for each of the following periods or parts of the Works”**. The clause should read: “For purposes of sub-clause 10.7, the Contractor is to tender in part 2D **a single daily rate for delay costs”**”.

In the schedule **PART 1 L - Payment Particulars**

- Period for interim payment is **Monthly**
- The minimum amount for interim payments, except release of retention should be set at **€5,000.00**
- The **percentage of the Contract value of the listed unfixed Works Items** for both on site materials and off site materials with bond should be set at **90%** percentage.

The relevant unfixed items must be listed. **Payment cannot be made for items not listed.**

- The retention percentage is should be set as follows:
 - Under €200,000 - 10%
 - Between €200,000 to €3,000,000 - Sliding scale between 10% and 3% pro rata to the nearest whole number
 - Over €3,000,000 - 3% minimum (special circumstances may require higher retention)

In the schedule **PART 1 M - Price Variation** (applicable to the Public Works Contract for Building Works designed by the Employer only)

- Clause **PV1** attached to this Schedule is part of the Contract. PV1 is the proven cost of measurement and does not require the completion of Appendices 7 and 8 to Clause PV2. The words **"The attached completed Appendices 7 and 8 to Clause PV2 form part of this Schedule"** must be deleted.

In the schedule **PART 1 N - Conciliation and Arbitration**

- Enter **"the President of the RIAI"** under "Failing agreement, the conciliator will be appointed by" and under "The person or body to appoint the arbitrator, if not agreed by the parties, is"

In the schedule **PART 1 O – Rights to the Contractor's Documents**

- Enter **"Nil"**

The schedule PART 2 is completed by the Contractor and included with Tender. The Design Team should leave this part blank.

5.4 Schedule to the Public Works Short Form of Contract

- In the schedule (**Clause 1.1**)
 - Under **Employer's Representative** enter the name of the consultancy firm and the person within the consultancy firm acting as the Employer's Representative.
 - Under **Time for completion** enter the duration in **days**
- In the schedule (**Clause 1.2**) under **"Other Documents in the Contract"** enter a list of all the documents forming part of the contract
- In the schedule (**Clause 2.6**) enter an appropriate rate for liquidated damages under **Rate of Liquidated Damages**
- In the schedule (**Clause 2.8**) enter the nearest **weather station**. (No other weather events should be added)
- In the schedule (**Clause 3.15**) enter the **earliest and latest date** for the issue of the **Defects Certificate**. If in doubt use the default.
- In the schedule (**Clause 4.1**) leave the defaults as stated in the schedule i.e. monthly **90%** of the value of Works, and **95%** on completion.
- In the schedule (**Clause 4.2**) the time for payment should be entered as **15 days**
- In the schedule (**Clause 10.3**) enter the minimum indemnity limit for **Public liability insurance** and **Employers' liability insurance**. These should be not less than **€ 6,500,000** and **€ 13,000,000** respectively.
- In the schedule (**Clause 10.4**) enter the maximum **excess levels for Insurance** of the works and Public liability (Property damage). These should be **no greater than 2% of the Project Value**.
- In the schedule (**Clause 12.3**) enter the default of **4%** of the unpaid portion to be paid on termination by the employer.
- In the schedule (**Clause 14**) the Contractor **is** to be appointed project supervisor for the construction stage
- In the schedule (**Clause 15.2**) the body to appoint the conciliator should be **The Royal Institute of the Architects of Ireland**

6. Volume C: Pricing Document

6.1 Bill of Quantities

All construction projects with a construction **value of over €1.0m** excluding VAT will be required to include a Bill of Quantities as a pricing document. Projects of less than €1.0m may also require a Bill of Quantities where the nature and complexity of the project warrants it – otherwise a detailed schedule of rates will suffice.

Bills of Quantities shall be prepared in accordance with the current method of measurement of building works agreed between the Society of Chartered Surveyors and the Construction Industry Federation including any amendments required by the Department of Finance and/or the Department of Education and Science.

Fixed Furniture and Associated Fittings are part of the main contract and should be included as Bill items.

The Design Team are strongly advised to describe materials by their generic names and performance requirements, and not by proprietary names.

Where the Proprietary Product name or Manufacturer's name cannot be avoided, they must always be accompanied by the words "or equivalent". **The words "or equal approved" should be avoided.** (See also [Specifications](#) above)

6.2 Preliminaries

The **Preliminary Section** of the Bill of Quantities shall include the information required to complete the Schedule Part 1 (see [Schedule Part 1](#) above).

The Preliminary Section of the Bill of Quantities shall also include appropriate clauses regarding payment by the Contractor for **temporary utilities** (water, electricity, gas, telecommunications, etc.) consumed during the works as follows:

- For works within or adjacent to an existing functioning school the Main Contractor shall be permitted to connect into existing utility services subject to each utility being metered individually and the metering system proposed being approved in writing by the Employer's Representative in consultation with the Building Services Engineer.
- The metering system, connections etc. proposed must also be in accordance with all current regulations, legislation and Health and Safety requirements.
- On a green-field site, Main Contractor to pay all costs (connection fees, connections, standing charges, bills, disconnection, reinstatement) and comply with all requirements.

The scope of the works to be undertaken by the Project Supervisor (Construction) must be clearly indicated in the Bill of Quantities and should include for co-operating with the Project Supervisor Design Process in the preparation and hand-over to the Client of the Safety File on Substantial Completion.

The cost of acting as Project Supervisor (Construction) Stage must also be separately identified on the Summary Page of the Bill of Quantities.

The cost of the Bond must also be separately identified on the Summary Page of the Bill of Quantities.

The meaning of the words "or equivalent" (if used) should be clearly defined in a Preamble clause i.e. that a product meeting the standard of the named product in all respects is acceptable (without prior approval) and that the onus is on the Contractor to ensure that the material meets the standard required.

Such proof of compliance may include tests (e.g. concrete cubes), Agrément Certificates, Insurance backed guarantees, or other means of proof of compliance.

A clause should be included in the Preliminary Section (and the Project Particulars) to state that it is a condition precedent to the award of the contract that the successful tenderer for the contract must comply with current Tax Clearance Procedures (available at www.finance.gov.ie).

In most circumstances, for tenderers resident in the State, this means that the successful tenderer must have a current Tax Clearance Certificate.

6.3 Building Services

Fully detailed Bill items for the Building Services elements of the Contract will not generally be required, as long as the required work is fully described and specified in the Works Requirements and can be quantified and priced by the tenderer.

The schedule of prices for the Building Services elements will normally be included as an appendix to the main Bill, with the summary costs carried forward to the relevant element in the main Bill.

It is recommended that the Schedule of Building Services (attached to the Bill as an Appendix) be divided into the relevant elements including some or all of the following:

Services (Mainly Piped and Ducted)	Services (Mainly Electrical)
(5-) Services (Mainly Piped and Ducted) Generally	(6-) Services (Mainly Electrical) Generally
(50) Site Services (Mainly Piped and Ducted)	(60) Site Services (Mainly Electrical)
(51) Heating Centre	(61) Electrical Supply and Main Distribution
(52) Drainage and Refuse Disposal	(62) Power
(53) Water Distribution	(63) Lighting
(54) Gases Distribution	(64) Communications
(55) Space Cooling	(65) Security and Protection
(56) Space Heating	(66) Transport
(57) Ventilation and Air Conditioning	(67) Reserved
(58) Other Services (Mainly Piped and Ducted)	(68) Other Services (Mainly Electrical)
(59) Summary: Building Services (Mainly Piped and Ducted)	(69) Summary: Building Services (Mainly Electrical)

These Elements should be further sub-divided into their constituent parts. The descriptions will vary depending on the project but should be sufficiently detailed to allow the Contractor to price the works, and to provide a basis for calculating the cost of change orders if required.

For example under **element 63 – Lighting Services** the following clauses might be included:

(63) Lighting		
Description		€
1. Amount for wiring to new general lighting points in 1.5mm ² PVC cable in cable trunking and in steel conduit including switches, all as specified and as scheduled		€
2. Amount for wiring to new emergency lighting points with invertor packs/exit signs in 1.5mm ² PVC cable in cable trunking and in steel conduit as specified and scheduled		€
3. Amount for supply, delivery, erection and connection of the new lighting fittings as scheduled below:		
Fitting Type	Total Price (Number fittings x unit cost supplied and fitted)	
Type A	€	€
Type B	€	
Type C2	€	
TOTAL:	€ (Total to carry forward)	
4. Amount for supply and installation including wiring to emergency lighting test unit and interface units at distribution centres as specified		€

In listing items such as Light Fittings, care should be taken to avoid discrepancies between the schedule item and the Works Requirements. If the "Number of Fittings" is listed in the schedule and that number does not correspond to the number required by the Works Requirements, the Contractor may be entitled to additional costs to cover the discrepancy.

The Bill or any attachments to the Bill must not include any reference to Building Services rates for materials, craftspersons or operatives. These rates do not carry forward to the bottom line price and cannot be enforced.

7. Additional Information

7.1 Information Pack

A list of all the additional Information, (marked as “**Additional Information not forming part of the Contract**”), to be provided as part of the Tender package should be included in Appendix 3 to ITT [Information Pack]. This list should be reproduced at the front cover of the Additional Information Pack. The Pack should (if possible) be bound as a single document with all other information included in sequential order

The following documents (as appropriate) should be included:

- The Preliminary safety and health plan
- A Copy of the Grant of Planning Permission including all the conditions
- A Copy of the Fire Certificate including all the conditions
- A copy of the Site Investigation report, Archaeology report, Asbestos report and/or Radon Report (where relevant)
- A copy of the building and/or utilities surveys (where relevant)

The reports and surveys if included in the Tender package should not form part of the Contract Documents. They are for information purposes only. Any relevant information therein will already have been included in the Project Particulars, drawings and specifications/ forming the Works Requirements.