

# **Tender and Schedule**

for

*The Project*

using the

**Short Public Works Contract**

Office of Government Procurement

Short Public Works Contract  
Document Reference FTS6 v.1.4  
30 June 2016

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Published by: Office of Government Procurement  
Department of Public Expenditure and Reform  
Government Buildings  
Upper Merrion Street  
Dublin 2.

## FORM OF TENDER

To	<i>The Employer</i>	
	<i>Address of Employer</i>	
	<i>For the attention of</i> <sup>1</sup>	
	<i>Regarding</i> <sup>2</sup>	
Date		

A Dhaoine Uaisle

We have examined and understand the Conditions of the *Short Public Works Contract* and the documents listed in the attached Schedule. We offer to complete the Works on the terms of and in conformity with that contract for the lump sum of

euro<sup>3</sup> excluding all VAT<sup>4</sup>,

as adjusted in accordance with the Contract.

If included in the attached Schedule or elsewhere in the attached documents, we also offer to accept appointment as project supervisor for the construction stage on terms required by the Contract if appointed as Contractor for the Works.

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

- (a) <sup>5</sup> 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 the Contract being formed between us.

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

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<sup>1</sup> Insert name of contact person identified in tender documents

<sup>2</sup> Insert name of Project

<sup>3</sup> Lump sum in words

<sup>4</sup> Please refer to [www.revenue.ie](http://www.revenue.ie) for details of current rates of VAT

<sup>5</sup> If not otherwise specified, read as 180 days

**Tender & Schedule for Public Works Short Form of Contract**

*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<sup>6</sup>**

*Signature of an officer authorised  
to sign contracts on behalf of the  
Employer*

*Name in capitals*

*Title*

**Date**

<sup>6</sup> To be completed and signed only after all award procedures have been completed. Acceptance of the tender will result in a binding contract.

## SCHEDULE

**Clause**

1.1	Employer's Representative		
	Time for Completion	days, starting on the day this Contract comes into effect or as stated in another contract document	
1.3	Other documents in the Contract		
2.6	Rate of liquidated damages	€	per day
2.8	Weather station		
3.15	Defects Certificate issued	Between 12 and 13 months after the date on which the Works are certified substantially complete.	
4.1	Interim payment	Monthly 90% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's satisfaction	
	Percentage of Price to be paid after Employer certifies the Works are substantially complete	95%	
4.2, 4.3	Time for payment	10	working days after Employer receives invoice for certified sum
10.3	Minimum indemnity limit for public liability insurance.	€	for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.)
	Minimum indemnity limit for employer's liability insurance	€	for any one event
10.4	Maximum levels of excess for		
	<ul style="list-style-type: none"> <li>■ insurance of the Works and goods and materials for the Works</li> <li>■ public liability (property damage)</li> <li>■ public liability (death, illness or injury)</li> <li>■ employer's liability</li> </ul>	€	no excess
		€6,500 <sup>7</sup>	€6,500 <sup>8</sup>
12.3	Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12. does not apply, and Employer appoints another contractor within 12 months	4%	
14	Project Supervisor	Contractor is to be appointed as Project Supervisor for the Construction Stage.	

<sup>7</sup> If no amount stated, €6,500 applies

<sup>8</sup> If no amount stated, €6,500 applies

**Tender & Schedule for Public Works Short Form of Contract**

15.2,	Body to appoint conciliator, if not agreed	The Royal Institute of the Architects of Ireland
15.3	Person to appoint adjudicator, if not agreed	Chairperson of the Panel of Adjudicators

**NOTE** Shaded text (like this) may be amended