# 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** | *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 Conditionsof 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[[3]](#footnote-3) [[4]](#footnote-4), |

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)    [[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 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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|  |  |
| --- | --- |
| *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 |       |
| 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 |       |

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| --- | --- | --- | --- |
| 2.6 | Rate of liquidated damages | €       | per day |

|  |  |  |
| --- | --- | --- |
| 2.8 | Weather station |       |

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| --- | --- | --- |
| 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  |  |
|  | * insurance of the Works and goods and materials for the Works
 | €      |
|  | * public liability (property damage)
 | €6,500[[7]](#footnote-7) |
|  | * public liability (death, illness or injury)
 | no excess |
|  | * employer’s liability
 | €6,500[[8]](#footnote-8) |

|  |  |  |
| --- | --- | --- |
| 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  to be appointed as Project Supervisor for the Construction Stage. |

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

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

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 amount stated, €6,500 applies [↑](#footnote-ref-7)
8. If no amount stated, €6,500 applies [↑](#footnote-ref-8)