

**Second Edition March 2009**



**Technical Guidance Document  
TGD-007**

**Protocol  
for  
Devolved Grants**

based on  
the

**2007 Design Team Procedures**

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## 1.0 Introduction

### 1.1 Purpose of Document

- (a) This Protocol sets out the procedures to be followed in devolved projects and should be read in conjunction with the current Department of Education & Science Design Team Procedures and Administrative Procedures governing the particular Scheme.
- (b) For details of the terms and conditions of a particular scheme refer to the documentation issued with the relevant scheme.

### 1.2 Definitions

- (a) For the purpose of this document:
  - (i) the term **School Authority** means the Board of Management or other body legally entrusted with the management of the School.
  - (ii) a **Design Team** refers to all the professional advisors engaged by the **School Authority** for the project

### 1.3 Project management

- (a) School authorities are responsible for managing their individual projects at all stages from start to finish and in particular ensuring that the project is delivered within the allocated budget.
- (b) As part of this responsibility the School Authority and its consultant or Design Team have a duty to comply with National procurement guidelines, Department of Education & Science [DoES] Technical Guidance Documents (see below) and procedures, and have a duty to ensure value for money.

### 1.4 Technical Guidance Documents

- (a) The following Technical Guidance Documents [TGDs] are applicable (where relevant) to all projects:

DoES Technical Guidance Document	DoES TGD
General Design Guidelines for Schools	020
Construction Standards for Schools	021
Primary School Design Guidelines	022
Post-primary School Design Guidelines	023
Post-primary Fixed furniture layouts	024
Post-primary Room Layouts	
Mechanical & Electrical Building Services Engineering Guidelines for Temporary Accommodation School Buildings	001
Mechanical & Electrical Building Services Engineering Guidelines for Primary School Buildings	002
Mechanical & Electrical Building Services Engineering Guidelines for Post-primary School Buildings	003
Information & Communication Technology (ICT) Infrastructure Guidelines for Primary Schools	004
Information & Communication Technology (ICT) Infrastructure Guidelines for Post-primary Schools	005
Energy Information Form	006

All the above Guidance Documents are available on the Department of Education and Science web-site at [www.education.ie](http://www.education.ie)

## 1.0 Introduction (continued)

### 1.5 Design Team Procedures

- (a) The Design Team Procedures [DTP] 2007 set out the principles for each stage of the construction process, and apply to all construction projects funded in part or in total by the Department of Education & Science [DoES] unless otherwise stated. They replace the previous [Design Team Procedures, Second Edition, August 1983](#) and associated Practice Notes. They also replace the [Design Team Procedures for Small/Medium Projects 1990](#), and any [DTP circulars](#) prior to the issue of this Document, which have amended or updated the previous Design Team Procedures. They set out the principles for each stage of the construction process starting with Project Analysis, and proceeding through the design stages to Tender Documents, obtaining tenders, Construction and Final Account.
- (b) The DoES Design Team Procedures Project Stages have been amended to match those identified in the Department of Finance Conditions of Engagement. The new Project stages are as follows:

<b>STAGE 1</b>	<b>PRELIMINARY</b>
<b>STAGE 2</b>	<b>DESIGN</b> <b>STAGE 2a</b> - Developed Sketch Design <b>STAGE 2b</b> - Detailed Design
<b>STAGE 3</b>	<b>TENDER ACTION, EVALUATION, AWARD</b>
<b>STAGE 4</b>	<b>CONSTRUCTION</b>
<b>STAGE 5</b>	<b>HANDOVER OF WORKS and FINAL ACCOUNT</b>

- (c) For Devolved Grant projects, including Summer Works projects, the Design Team Procedures 2007 apply, other than as modified by this document. The detailed reporting mechanism is not applicable other than as stated in this document. However the principles of good planning and cost control inherent in the Design Team Procedures should still be applied.
- (d) It is also not necessary to consider Stages 1 and 2a (the Design Stages) separately. These stages can be combined. Stage 2b (Tender Documentation), Stage 3 (tenders) and Stages 4 and 5 (Post Contract Cost Control) still apply.

### 1.6 Technical reports

- (a) Where a technical report is required as part of the terms and conditions of a specific scheme, the School Authority should appoint a suitable professional consultant to assist in the preparation of the report. Refer to [Technical Guidance Document TGD008 \[Engaging Professional Consultants for Devolved Projects\]](#) available at [www.education.ie](http://www.education.ie) for the appropriate appointment procedure.

### 1.7 Appointment of Professional Consultant(s)

- (a) For all projects, the engagement of appropriate professional advice is essential. Refer to [Technical Guidance Document GD008 \[Engaging Professional Consultants for Devolved Projects\]](#) available at [www.education.ie](http://www.education.ie) for the appropriate appointment procedure.
- (b) **It is also a legal requirement to appoint a competent person to act as Project Supervisor (Design Stage).** This is a separate appointment with a separate fee that should reflect the nature and complexity of the project [refer to TGD008].

### 1.8 Project Brief

- (a) Under Devolved Grant Schemes, the responsibility rests with the School Authority and its consultant(s) to ensure that the project brief is (a) clearly defined before commencement of the Design process, and (b) can be constructed within the available funding. The overall cost of the works must include all associated costs including professional fees, and planning fees & charges, licences and an allocation for the cost of changes orders made (post contract) by the Employer's Representative (within his/her authority). (A "Total Project Cost Template" is appended to this document at [Appendix 4](#).)

## 2.0 Design - Stages 1 and 2a

### 2.1 Project Assessment

- (a) The letter of approval for the project will normally indicate the scope of works for which approval has been given.
- (b) Whether or not the scope of works was indicated in the letter of approval for the project, the School Authority should discuss with its consultant(s) the realistic scope of works within the level of funds available. (refer to the "Total Project Cost Template" appended to this document at [Appendix 4](#)).
- (c) To ensure the project remains within cost, they should also agree a strategy to ensure that the project can proceed if costs at Tender stage exceed the level of the Grant. Such strategies may include omission of part of the works, but should be planned from the beginning so as to prioritise the most urgent works (e.g. Health & Safety), and ensure that the standard of construction does not fall below an acceptable level.
- (d) The Consultant(s) should prepare a written brief or scope of works taking into account the above issues. This brief should be agreed with the School Authority in writing before proceeding to develop the design or proposal.
- (e) **The Consultant must at all times advise the School Authority of the cost consequences of any decisions made and indicate to the School Authority whether the requested change can be accommodated within the available funding.**
- (f) **Where client requests cannot be accommodated within the available funding the Consultant must so advise the client in writing and request confirmation (also in writing) from the School Authority that funds are available to pay for the requested changes and indirect costs arising from those changes.**

### 2.2 Developed Design

- (a) Once the written brief and scope of works has been agreed, the Consultant should explore and evaluate the options available for meeting the brief and demonstrate, through comparison of options and costs, that the recommended option achieves an acceptable balance between the design (architectural and engineering), educational and economic requirements of the project.
- (b) The School Authority's Consultant(s) should then prepare proposals for discussion and agreement with the School Authority. Once the design approach has been agreed, the Consultant(s) must design and accurately cost the option chosen.
- (c) At all times the design must take into account Health & Safety, the realistic cost of the proposed works and good building practice.
- (d) Where appropriate the Consultant(s) should arrange a pre-planning application meeting or meetings with the Local Authority to ensure the acceptability of the proposals and eliminate where possible onerous conditions.
- (e) All new works must comply with the 2006 Health and Safety Regulations, current Building Regulations and have due regard for the need for robust durable construction with low maintenance.
- (f) Where the project includes additional accommodation these proposals must take into account the Educational needs of the school and the possibility of future expansion.

## 2.0 Design - Stages 1 and 2a (continued)

### 2.3 Combined Stage 1/2a report

- (a) The Consultant(s) must prepare and submit a written Stage 1/2a report for agreement with the School Authority before commencement of Tender documents (Stage 2b). This written submission should include:
- (i) Drawings, specifications and documents sufficient to describe the agreed design proposal (with the scope of work, both new and existing, highlighted)
  - (ii) Commentary on how the proposed design meets the aims of the brief
  - (iii) A detailed estimate of the overall cost of the project inclusive of VAT, Consultant's fees and all other charges (e.g. Planning Fees), together with written confirmation that the project, inclusive of all costs, can be constructed within the available funding. Refer to the "Total Project Cost Template" appended to this document at [Appendix 4](#)
  - (iv) A Health & Safety risk assessment prepared by the Consultant(s) on any H&S issues arising (both during construction stage and in use) with recommendations from the Project Supervisor (Design Process)
  - (v) Confirmation as to whether Planning Permission and Fire Certificates are required and a report on any pre-planning meetings with the Local Authority,
  - (vi) An up-dated Programme
- (b) The School Authority must ensure that the report and drawings submitted are fully understood by all members of the School Authority, and should instruct its consultant(s) to proceed to prepare tender documents only when it is satisfied that the developed design proposal meets its brief and can be constructed within the available funding.
- (c) A copy of the Stage 1/2a Submission must be retained in a safe place by the School Authority and shall be available for audit and inspection by the Department of Education & Science.

## 3.0 Tender Documents – Stage 2b

### 3.1 Planning Permission and/or Fire Certificate

- (a) Where Planning Permission and/or a Fire Certificate are required these should be obtained prior to completion of the tender documentation, and changes arising from conditions attaching to either permission must be included in the tender documents.
- (b) Where the Planning Permission and/or a Fire Certificate have unduly onerous conditions the Consultant(s) must inform the School Authority immediately and advise them as to whether an appeal should be lodged.
- (c) **The School Authority should note that any costs arising from conditions, whether financial levies or changes in the design, must be borne by the School Authority, either from the approved Grant or from its own resources.** The advice of the School Authority's consultant(s) should be sought as to whether Planning Application charges are applicable to the school.

### 3.2 Tender Documents

- (a) Tender Documents must be fully completed in accordance with the Department's Design Team Procedures and must include fully detailed drawings, and specifications. It is essential that all works are fully detailed before seeking tenders. A Pricing Document shall be included which contains such descriptions, quantities and rates to enable a contractor to accurately price the work, and for the Consultant (and the contractor) to accurately value the progress of the works carried out as well as any post-contract changes.

## 3.0 Tender Documents – Stage 2b (continued)

### 3.3 Pre-Tender Report

- (a) The Consultant(s) must prepare and submit a report for agreement with the School Authority before going to tender. This report should include:
- (i) An updated cost estimate based on the completed tender documents, inclusive of VAT, Consultant's fees and all other charges (e.g. Planning Fees, advertisements), together with confirmation that the project, inclusive of all costs, can be constructed within the available funding. Refer to the "Total Project Cost Template" appended to this document at [Appendix 4](#)
  - (ii) Copies of all tender documents drawings and specifications.
  - (iii) Confirmation that the Project Supervisor (Design Process) has reviewed the Consultant(s)' risk assessment on the proposed works and that his/her recommendations have been included in tender documentation,
  - (iv) Confirmation that a preliminary H&S Plan has been prepared and will form part of the Tender Documents.
  - (v) Where applicable, copies of Planning Permission and Fire Certificates, and
  - (vi) An up-dated Programme
- (b) The School Authority should ensure that the report and drawings submitted are fully understood by all members of the School Authority, and should instruct its consultant(s) to proceed to tender when and only when they are satisfied that the proposal meets its brief and can be constructed within the available funding.
- (c) A copy of the Stage 2b Report must be retained in a safe place by the School Authority and shall be available for audit and inspection by the Department of Education & Science.

### 3.4 Consultant's undertaking

- (a) The School Authority's Consultant(s) must also confirm to the School Authority in writing that:
- (i) The form of contract is the Short Form of Contract
  - (ii) There is no partial handover to the Contract
  - (iii) There are no P.C. sums, Prime Cost sums or contingencies in the Contract
  - (iv) There are no "specialists" and that all sub-contracts are domestic.
  - (v) All building works (including Mechanical & Electrical) both internal and external have been fully detailed and specified.
  - (vi) The attached guidance to completing the SCHEDULE to the Contract [Appendix 2] has been used as a basis for completing the Schedule.
  - (vii) The duration of the Contract is clearly stated in the Tender Documents.
  - (viii) Tenders will be obtained on a fixed price basis. The basic information which must be clearly stated in tender documents to facilitate fixed price tendering is (a) the contract period and (b) the period for acceptance of tenders (normally a maximum of 90 days).
  - (ix) Specific preliminary clauses are required to be included in tender documentation to take account of the Safety Health and Welfare at Work (Construction) Regulations (see Society of Chartered Surveyors' guidelines and ARM 3).
  - (x) It is stated in the tender documents that Compliance with Tax Clearance Procedures and with the membership requirements of the Construction Industry Federation Pension/Sick Pay Scheme or equivalent are both conditions precedent to the award of the contract, and
  - (xi) Where a Bill of Quantities forms part of the Tender Documents that the Bill of Quantities is in accordance with ARM 3

## 4.0 Selection of Contractors for tendering

### 4.1 Restricted Tendering

- (a) The first task is to establish a list of main contractors from which to seek tenders for the main contract works. There are strict guidelines that must be followed in order to comply with Public Procurement requirements for selection of contractors. Note that there will be no specialists or nominated sub-contractors
- (b) There are two systems for contractor selection, Restricted and Open Tendering. For Devolved projects Restricted Tendering should be used in all cases.

### 4.2 Public Advertisement

- (a) For projects with an estimated construction value of less than €50,000 (ex VAT) no advertisement is required. Small advertisements may however be placed in the local press. A minimum of 5 quotations (from suitable contractors) must be sought and 3 obtained.
- (b) For projects between €50,000 and €350,000 (ex VAT) as a minimum, an advertisement should be placed in a local newspaper (sample at [Appendix 2](#) refers).
- (c) All Construction projects above €350,000 (ex VAT) must be publicly advertised on the eTenders website at [www.etenders.gov.ie/](http://www.etenders.gov.ie/). The minimum time period for responses is 15 working days.
- (d) A sample "**INVITATION TO TENDER NOTICE**" is attached at [Appendix 1](#) together with a standard "**QUALIFICATION QUESTIONNAIRE**" (available on the Department of Education and Science website at [www.education.ie/](http://www.education.ie/)). Small advertisements may also be placed in the local press referring to the e-tenders ad, but are not absolutely required.
- (e) It is also acceptable to notify potentially suitable contractors that the eTenders advertisement is being placed, but such contractors must respond in the required format and be assessed in the same manner as all other contractors
- (f) The sections in red only of the "**INVITATION TO TENDER NOTICE**" should be amended to suit the particular project. For example the Authority Name and contact details should be changed to those of the School Authority. Likewise the Project Title and the description should be that of the Project. The Conditions for participation except Turnover should not be changed. Minimum turnover should not be more than 1.5 times the estimated value of the project. The number of tenderers to be short-listed is 10 (this should not be changed). The applicable works contract is the Short Public Works Contract (available at [www.constructionprocurement.gov.ie/](http://www.constructionprocurement.gov.ie/))
- (g) The "**QUALIFICATION QUESTIONNAIRE**" is a standard questionnaire and should not be changed in any way. The parts shown in Yellow are filled in by the applicants not the School Authority. All the project particulars are as stated in the eTenders advertisement. The qualification questionnaire should be attached electronically to the eTenders notice.
- (h) When the Consultant has prepared the advertisement on behalf of the School Authority he/she should forward same to the Planning and Building Unit for uploading on the eTenders website together with the completed Total Project Cost Template (Appendix 4).

### 4.3 Short-listing applicants

- (a) Once the deadline for responses to the Invitation to Tender Notice has passed and submissions have been received, the Consultant(s) acting on behalf of the School Authority must first determine whether the candidates meet the minimum Financial, Economic and Technical Standards required.
- (b) This is a simple Yes or No answer to all of the Qualification Criteria. All those who do not meet all the minimum standards (which are stated in the qualification questionnaire) must be excluded.
- (c) It is important to apply the same standard of marking to all the applicants and not to exclude applicants unfairly. For example it states under Turnover "*If for any valid*

## 4.0 Selection of Contractors for tendering (continued)

### 4.3 Short-listing applicants (cont)

*reason this evidence cannot be provided then alternative evidence which is considered appropriate by the Contracting Authority may be provided.* Contractors who are not limited companies may not have certified annual turnover, so alternate evidence is acceptable. If the information is included but is unclear, then clarification should be sought. If the information is not included, then the applicant should be excluded.

- (d) If the number of candidates meeting all the minimum standards is less than the number specified in the advertisements, then all the candidates meeting those standards must be included in the tender process and sent an Invitation to Tender.
- (e) In all cases only those meeting all of the minimum standards are considered for short-listing.
- (f) Consultant(s) acting on behalf of the School Authority cannot limit the number invited to tender to a number less than that stated in the e-tenders Invitation to Tender notice if there is an adequate number of qualifying candidates.
- (g) Next the Consultant(s) evaluates the remaining candidates qualitatively (i.e. using a pre-determined objective marking system as stated in the Qualification Questionnaire) and selects the best candidates (equal in number to the maximum number stated in the Invitation to Tender Notice i.e. 10), on the same criteria.
- (h) Thus being above the minimum standard required, they are evaluated qualitatively on the selection criteria of Economic and Financial Capacity and Technical Capacity, as stated in the Invitation to Tender Notice.
- (i) There are only 4 criteria to be marked i.e: Educational and Professional Qualifications (Managerial); Educational and Professional Qualifications (Personnel); Projects of a similar Nature over the Past 5 Years; and Measures for Ensuring Quality.
- (j) Under 3.4 “*Evidence of Technical Capacity*” in the Questionnaire, (near the beginning of the section), there is guidance on the standard for Educational and Professional Qualifications. School Authorities must apply this standard.
- “The required standard for each individual in a particular role is evidence of competency to fulfil the assigned role. Such competency may be demonstrated by examples of previous experience (in that role) of work of a similar nature and size satisfactorily completed and training/qualifications appropriate to that function. Where an individual has no qualifications or training, he/she must demonstrate the relevant skills by other means, for example a higher level of experience at that (and lower) levels. Training/Qualifications without any experience will not be deemed adequate”.*
- (k) Under “*Works of a similar nature*”, projects of a similar size and nature (maximum 6) are required. For a roof replacement project, it follows therefore that previous experience of Roof repair or replacement projects or other small scale work of a similar nature should score higher than 3rd level colleges or Hospitals or even a completed school.
- (l) For Measures used by the applicant for ensuring quality, there are 2 parts to the question, (a) quality in the administration of the project and (b) quality of construction work. It should be marked accordingly.
- (m) Note that Quality Assurance systems often apply only to the administration of the project. Their value on small projects is much less than a simple management structure with a clear line of responsibility. It is valid for applicants to refer to how they have successfully completed similar projects in the past.
- (n) A Template for marking candidates under the qualification criteria is attached at [Appendix 5](#)



## 5.0 Seeking and evaluating tenders

### 5.1 Tendering

- (a) Once the short-listing of contractors is complete, the seeking of tenders can commence. It is essential that the following tendering procedure be used:
- (i) Tenders must be sought from the 10 most suitable contractors (as short-listed) if there are 10 suitable contractors. The minimum period to be allowed to contractors for compiling their tenders is 20 working days except in the case of minor and emergency works where a reduced period may be used.
  - (ii) Tenders received on or before the due date and time should all be opened together after the closing date for receipt of tenders, and only by a nominated official of the School Authority in the company of the Consultant(s). All details must be recorded, checked and signed by all present.
  - (iii) The form of Tender must be un-modified without and additions omissions or amendments. If any such qualifications are not withdrawn, the tender should be rejected.
  - (iv) In the normal course, only the pricing document of the lowest suitable tenderer should be opened. Any arithmetical errors, low rates or unpriced items should be brought to the tenderer's attention and he/she shall be given the opportunity (in writing) to stand over or to withdraw his tender. He should not be allowed to correct his tender.
  - (v) Where a tender is so low that the Consultant(s) considers that viability may be compromised, detailed discussions with the contractor must take place. If the contractor is prepared to stand over his/her tender the Consultant(s) must be satisfied that the contractor has comprehensive knowledge of the extent, scope and nature of the works and of post contract cost control procedures, that he/she has demonstrated the adequacy of his/her tender and has the financial capacity to complete the project.
  - (vi) Except where a tender is withdrawn, the Design Team must not pass over the lowest or any tender, due to any of the above or other reasons without prior consultation and agreement with the Planning and Building Unit.

### 5.2 Cost Control

- (a) If the recommended tender inclusive of VAT, plus Consultant(s) fees and all other charges is within the approved Devolved Grant sum (or total funding available to the School Authority) the School Authority may authorise commencement of construction. In all other cases however, the School Authority and the Consultant(s) must jointly assess the action required to reduce the cost to the level of available funding. Such reductions must not include reductions in standards of materials below that appropriate for a robust school building with a minimum life span of 25 years

### 5.3 Tender Report

- (a) In all cases, the Consultant(s) must prepare and issue a tender report to the School Authority for consideration. This report should include:
- (i) A list of Tenderers and the amount of each tender received.
  - (ii) A copy of the completed Form of Tender of the recommended main contractor
  - (iii) A cost analysis to an appropriate level of detail
  - (iv) The Consultant(s)' report and recommendation.
  - (v) A reconciliation with the approved budget and, where appropriate, a schedule of reductions which may be necessary to meet cost limits.
- (b) This tender report, amended as appropriate, must be retained in a safe place by the School Authority. The Department reserves the right to audit any or all reports during the course of the project or after project completion.
- (c) If the recommended tender exceeds the level of available funding and if it is not possible to make sufficient savings, through a Bill of Reductions, to bring the cost in line, the full Tender Report should still be completed, and the School Authority must inform the Department in writing that the project will not proceed giving the reasons.
- (d) In all instances, a full copy of the Tender Report (including Cost Analysis) must be sent to the Department (for record purposes only) together with an up-dated Total Project Cost Sheet.

## 6.0 Construction

### 6.1 Tender Acceptance

- (a) Where the recommended adjusted tender is within the level of available funding, the School Authority and the Consultant(s) must make every effort to have construction commence as quickly as possible, and well within the maximum period during which tenders remain open for acceptance (90 days). Failure to meet this deadline could cause cost increases and jeopardise the project.
- (b) A Performance Bond is not normally required for projects under €635,000. If a bond is deemed necessary the Short Public Works Contract cannot be used and the DoES should be contacted.
- (c) Tender acceptance should be in accordance with the Short Public Works Contract, as follows:
- (i) The Awarding Authority issues a letter of intent [see model form in TGD010 - available on the Department website at [www.education.ie](http://www.education.ie)] to enter into a contract subject to preconditions such as, for example:
- Compliance of Contractor's insurances with the Conditions of Contract.
  - Appointment of a competent Project Supervisor for Construction
  - Compliance of main contractor and any nominated sub-contractors with Tax Clearance Procedures.
  - Compliance of main contractor and nominated sub-contractors with the membership requirements of the Construction Industry Pension/Sick Pay Scheme or equivalent.
  - Production by the Contractor of a satisfactory contract programme, resources schedule, cashflow forecast based on the programme and a Bond (if required).
- (d) When all preconditions have been satisfied, the Consultant accepts the tender by issuing to the Contractor a copy of the Form of Tender with the tender acceptance section at the bottom signed. **This forms the Contract.** The contract period commences on the date of the Letter of Acceptance and the Contractor is required to commence work on site within 5 days.
- (e) The Employer's Representative issues the Commencement Notice to the relevant Local Authority after consultation with the Client and the Contractor. The issue of the Commencement Notice shall be timed to allow commencement of the contract in accordance with the letter of acceptance and the Conditions of Contract.
- (f) While the Tender Acceptance forms the Contract, it is still necessary for the Contract to be formally signed by both parties (not later than one month after contract commencement).

### 6.2 Post Contract Cost Control

- (a) The contract does not (and cannot) include any contingency. The maximum Devolved Grant funding commitment however applies to the total of the Contract sum plus an Employer's Representative's Authority of up to 1% of the Contract Sum plus fees and charges. It does not cover any other expenditure whatever.
- (b) **It must be emphasised that the responsibility for controlling the cost within the contract sum rests with the School Authority and the Design Team and any excess of the final account over the contract sum will fall to the School Authority to fund from its own resources.**
- (c) The Consultant(s) are individually and collectively responsible for the effective management of the project in order to achieve its completion on time and within budget. Constant communication and information exchange between the Consultant(s) and the School Authority is essential in this regard.

*Continued overleaf*

## 6.0 Construction (continued)

### 6.2 Post Contract Cost Control (cont)

- (d) Any and all change orders and/or additional works outside the approved grant must be agreed with the School Authority in writing prior to these works being carried out on site. All cost increases will be borne by the School Authority.
- (e) The Consultant(s) shall prepare regular Financial Reviews for the School Authority and must highlight any variations or project delays that may effect the final contract cost. At all times the School Authority must acknowledge in writing to the Consultant that it will be responsible for any additional costs.
- (f) The Financial Review should be accompanied by a summary Progress Report, comparing progress to date with the agreed programme of work, and highlighting any areas of delay, and the action being taken to maintain the agreed programme.

### 6.3 Safety File

- (a) Under the Safety Health & Welfare at Work (Construction) Regulations 2006 a Safety File is required on most projects (check with your PSDP). The co-ordination of the preparation of the Safety File is the responsibility of the Project Supervisor (Design Process) [PSDP]. The Consultant(s), and Project Supervisor Design Process will provide advice on what is required.
- (b) The Safety File exists for the benefit of the School Authority. It is intended to provide information that will be needed by anyone preparing for construction work, and cleaning or maintenance work on the site after completion of the current project. It is an essential reference for project supervisors appointed for future construction works (maintenance, repairs, renovation, extension or demolition) and it will be the basis for future safety plans. **It is also a legal requirement!**
- (c) Information for the Safety File should be captured from the start of the project. As design is completed and information from contractors becomes progressively available, additional input for the file can be assembled under the supervision of the PSDP

### 6.4 Payments Generally

- (a) **It is a contractual requirement that the School Authority pay to the Contractor the amount specified on each certificate within the time period allowed (15 calendar days)**
- (b) Payments to the Contractor should only be made on the recommendation of the lead Consultant by means of Certificates signed by the lead Consultant and presented to the Client for payment.
- (c) The process for co-ordinating the valuation of works, including the works of Nominated Sub-Contractors, for interim certificates is a matter for the Consultant(s) and the Main Contractor, and the School Authority should not accept late or separate claims for payment not included on the interim certificate.
- (d) On construction projects, it is standard practice to deduct a percentage of each payment certificate to ensure that adequate funds are available to remedy all defects. This is called Retention. On issue of the Certificate of Substantial Completion, half of this retention is released. The appropriate level of retention for small projects is normally 10%.
- (e) There are no Specialist Contractors or Nominated Sub-Contractors. Payments should only be made to the Main Contractor.
- (f) Where certificates of payment are issued, including recommendations for payment in respect of additional work or variations exceeding the available funding, the School Authority bears full financial responsibility and must fund those works from its own resources. (See also Section 6.2 )

## 6.0 Construction (continued)

### 6.5 Certificate of Substantial Completion

- (a) The Certificate of Substantial Completion is issued by the lead Consultant when the Building or works are fit for occupation/use. Once the Certificate of Substantial Completion is issued, the responsibility for insuring the new works passes from the Contractor to the School Authority.
- (b) Prior to issuing the Certificate of Substantial Completion, the Consultant(s) must consult with the School Authority and ensure that the School Authority is satisfied that the works have been carried out to such a stage that they can be taken over and used for their intended purpose and that any outstanding items are such that their completion or rectification does not interfere with, or interrupt, such use.
- (c) It is the responsibility of the Consultant(s) to ensure that all defects and snags have been identified, agreed with the School Authority and listed for the contractor's attention.
- (d) The Defects Liability Period is the time allowed during which defects or snags which become apparent must be repaired or fixed, and is normally 12 months from Substantial Completion.
- (e) Prior to hand over of the building or works, the Consultant(s) must explain how to operate and maintain the building and its engineering services systems at optimum efficiency with particular emphasis on safety and energy conservation; and the Project Supervisors for the Design Process and for Construction must provide all information and documentation required to allow the School Authority comply with its duties in respect of the safe operation of the premises under the relevant statutory provisions.
- (f) As soon as the Certificate of Substantial Completion has been issued and the building handed over to the School Authority, the Consultant(s) should issue a comprehensive set of the latest issue of construction drawings and copies of all guarantees allowed for in the Contract Documents to the School Authority, together with an Architect's Opinion on Compliance of the Works with Planning and Development Acts and with the Building Regulations where appropriate.

### 6.6 Defects Certificate

- (a) Prior to the issue of the Defects Certificate the Consultant(s) shall agree and confirm in writing to the School Authority that all defects have been corrected within the Defects Liability Period.

### 6.7 Final Account

- (a) The Consultant(s) should prepare a Draft Final Account for discussion and agreement with the School Authority in advance of agreement with the Contractor.
- (b) A Final Account is the agreed final cost of a Construction Project including all changes and cost increases (if any). Where the proposed Final Account exceeds the project cost, the School Authority has sole responsibility for the additional cost. The Department of Education & Science will not consider any applications for additional funding for any reason.
- (c) On agreement of the Final Account a Final Account report should be prepared by the Consultant(s) and submitted to the School Authority. It should include where appropriate:
  - (i) The Consultant(s)' Report on the Building Works and the Contractor's performance during the Building Contract.
  - (ii) A Cost Report including list of Change Orders referenced to approvals with the value of Omissions and Additions in respect of each Change Orders;
- (d) When the Employer's Representative (the Consultant) issues the Defects Certificate, the amount of that certificate should be the unpaid balance of the adjusted Price (i.e. the Final Account), less deductions permitted by this Contract. On payment of this certificate your project is complete.

**INVITATION TO TENDER NOTICE**

**Notice Type:** WORKS

**1 Authority Details**

1.1 Authority Name and Address

<b>Official Name:</b> Department of Education & Science (Amend items in red as required)		
<b>Postal Address:</b> Portlaoise Road, ,		
<b>Town:</b> Tullamore	<b>Postal Code:</b>	<b>Country:</b> IE
<b>For the attention of:</b> XXXXXX	<b>Telephone:</b> 00353 557932XXXX	
<b>E-Mail:</b> XXXXXXXX@XXX.XXX	<b>Fax:</b> n/a	
<b>Internet Address (URL):</b> <a href="http://www.education.gov.ie">http://www.education.gov.ie</a>		

1.2 Address from which documentation may be obtained

<b>Official Name:</b> Architect/Consultant		
<b>Postal Address:</b> XXXXXXXXXXXXX, XXXXXXXXXXXXX		
<b>Town:</b> XXXXXXXXXXXXX	<b>Postal Code:</b>	<b>Country:</b> IE
<b>For the attention of:</b> XXXXX	<b>Telephone:</b> XXXXXXXXXXX	
<b>E-Mail:</b> XXXXXX@XXX.XXX	<b>Fax:</b> n/a	
<b>Internet Address (URL):</b>		

1.3 Address to which Tenders must be sent

<b>Official Name:</b> Client/Architect		
<b>Postal Address:</b> XXXXXXXXXXXX, XXXXXXXXXXXX		
<b>Town:</b> XXXXXXXXXXXXX	<b>Postal Code:</b>	<b>Country:</b> IE
<b>For the attention of:</b> XXXXXXXXXXXXX	<b>Telephone:</b> XXXXXXXXXXXXXXXXX	
<b>E-Mail:</b> XXXXXXXXXXXX@XXXX.XXX	<b>Fax:</b> XXXX	
<b>Internet Address (URL):</b>		

**2 Contract Details**

2.1 Title

i.e. Title of Project e.g. Extension to XXXX School

2.2 Description of the goods or services required

Approximate Size and Description (not value)

2.3 Notice Coding and Classification

a) Commodity Codes

Code	Description
4	Building

b) Delivery Location/Area

Code	Location
101	... Donegal (amend as required)

2.4 Total quantity or scope of tender

i.e. size and description of scope of work

**3 Conditions for Participation**

3.1 Minimum standards and qualification required

Contract is intended to be awarded to a single main contractor. If a group of contractors apply as a group or joint venture and are successful, either a lead contractor must be nominated who will be responsible for providing the service or a Joint Venture must be formed with whom the Awarding Authority will sign the contract.

Personal situation of economic operators, as Suitability Assessment Questionnaire (available at [etenders.gov.ie](http://etenders.gov.ie) or by e-mail to Contact person listed) - Candidates must confirm that none of the circumstances specified in Directive 2004/18/EC Article 45 and 51 apply to the applicant.

Economic Capacity:

Evidence of Turnover, Public & Employer Liability Insurance, and capacity to obtain Performance Bond all as stated in Suitability Assessment Questionnaire (available at [etenders.gov.ie](http://etenders.gov.ie) or by e-mail to Contact person listed)

Minimum level(s) of standard required:

Average Turnover (state amount – not more than 1.5 times estimated value of project)

Public Liability Insurance; Employer Liability; Bond all as stated in Suitability Assessment Questionnaire (available at [etenders.gov.ie](http://etenders.gov.ie) or by e-mail to Contact person listed)

Technical capacity

Educational and Professional qualifications Management, Educational and Professional qualifications Personnel; previous experience; measures for quality, manpower, and H&S competency all as stated in Suitability Assessment Questionnaire (available at etenders.gov.ie or by e-mail to Contact person listed)

Minimum level(s) of standard required

Minimum Standards all as stated in Suitability Assessment Questionnaire (available at etenders.gov.ie or by e-mail to Contact person listed)

#### 4 Administrative Information

##### 4.1 Type of Procedure

Restricted - Purchaser will invite tenders from a selection of providers who have expressed interest in the contract.

##### 4.2 Reference number attributed to the notice by the contracting authority n/a

##### 4.3 Time Limits

a) Time-limit for receipt of expressions of interest 28-11-2008 Time 17:00

##### 4.4 Dispatch of invitations to tender to selected candidates Estimated date 02-01-2009

##### 4.5 Language or languages in which tenders or requests to participate can be drawn up EN

##### 4.6 Tender Submission Postbox

#### 5 Other Information

##### 5.1 Additional Information

The number of tenderers to be shortlisted is: 10 (Ten)

The applicable works contract will be: Short Public Works Contract (30 January 2008 version)

Candidates will be pre-qualified on the basis of the information submitted in response to this notice (All criteria have a minimum standard). The Contract will be awarded on the basis of lowest price

There are no Contractor or Employer named specialists. All sub-contractors are domestic.

The successful applicant will be appointed Works Contractor and Project Supervisor for the Construction Stage (PSCS) on the project in accordance with the Safety, Health and Welfare at Work (Construction) Regulations.

The Project categorisation for assessment of H&S competence as Works Contractor and PSCS is Minor Works

The Areas of work involving Particular Risks known to Contracting Authority at this time are: [none if not otherwise stated]

Expressions of Interest or tender competitions have been or are being conducted separately for: [list any other concurrent Contracts on site (None if not otherwise stated)]

It is a condition precedent to the award of the Contract that the successful Tenderer will provide:

1.A current tax clearance certificate or in the case of a non-resident Contractor a statement of suitability on tax grounds from the Revenue Commissioners of Ireland.

2.Evidence showing that they are in compliance with the registered employment agreement(Construction Industry Pensions Assurance and Sick Pay).

Short-listed candidates may at Tender stage propose alternate personnel for consideration subject to the requirement that the proposed personnel must be of at least equal competency in all respects as those originally proposed.

The Department of Education & Science is subject to the requirements of the Freedom of Information Act, 1997. If a candidate considers that any of the information supplied in response to this notice is either commercially sensitive or confidential, this should be highlighted and reasons for its sensitivity given. The relevant material will, in response to a request under the Act, be examined in the light of exemptions provided for in the Act.

(ET Ref:72869)

##### 5.2 Additional Documentation

##### 5.3 Dispatch date of this Notice

16-10-2008

**PROJECT DESCRIPTION – [e.g. Repairs  
to Roof to XXXX School, XXXX Road,  
TOWN, COUNTY.]**

**INVITATION TO TENDER**

Applications are invited from [enter type of contractor e.g. Building Contractor, Roofing Contractor as appropriate] who wish to be included on the approved tender list for the above project.

Details of the restricted tender procedure and qualifying criteria are available from [enter name of your Consultant and their contact details]

**The closing date for receipt of completed applications is:**

**12 noon on DAY XX<sup>th</sup> MONTH, YEAR.**

TEST VERSION

ARCHIVED - SA

## Guidance on completing the Schedule to the Short Public Works Contract

The changeable sections of the Schedule should be completed as follows:

- The **Contractor** is: [Name and Address of successful tenderer to be entered here when Contract is being signed]
- The **Employer** is [Name and Address of Employer to be entered here when Contract is being signed]
- The **Employer's Representative** is [Name and Address of Main Consultant to be entered here when Contract is being signed]
- The **Time for Completion** is ..... (insert period)  
[The period for completion should be entered here prior to issue of Tender Documents]
- **Other documents in Contract** [Enter all contract documents]

A weather event is when a weather measurement is recorded at ..... weather station ..... [The nearest Weather Station should be entered here prior to issue of Tender Documents]

A weather event also means the following: .....  
[This line should be left blank]

### Clause 3.15

The Employer's Representative will issue the Defects Certificate between \_\_\_\_ and \_\_\_\_ months after the date for which it certified that the Works were substantially complete.

[For most projects the correct time periods are 12 and 13 month. The time periods should be entered here prior to issue of Tender Documents]

### Clause 4.1

Arrangements for interim payments on account are: monthly, 95% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's Representative's satisfaction.  
(Delete and replace if alternative period, percentage or arrangements are to be used.)

[For most projects the above arrangements should not be altered.]

The percentage of the Price to be paid after the Employer's Representative certifies the date the Works were substantially complete (less deductions under clause 4.1) is \_\_\_\_%. (If blank, 95%)

[For most projects the above percentage should not be altered.]

### Clause 4.2

The Employer must pay the amount due on an invoice under clause 4.2 within \_\_\_\_ working days after receiving the invoice.  
(If blank, 10 working days.)

[A period of 15 working days for payment on foot of invoice received should be entered here]

### Clause 10.3

The minimum indemnity limit for public liability insurance is €6.5m for any one event, but this limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.

The minimum indemnity limit for employer's liability insurance is: €13.5m for any one event.

### Clause 10.4

The maximum levels of excess for the required insurances are as follows:

- insurance of the Works and goods and materials for the Works: € The greater of 1% of Project Value or 0.5% of Contractor's turnover - See also note below)
- public liability: € The greater of 1% of Project Value or 0.5% of Contractor's turnover - See also note below)

for property damage only, no excess for death, illness or injury

### Clause 12.3

If the Employer terminates the Contractor's obligation to complete the Works, and clause 12.2 does not apply, and the Employer appoints another contractor within 12 months after the termination to complete the Works, the percentage of the unpaid portion of the Price to be paid to the Contractor is \_\_\_\_% (If blank, 4%).

[4% to be entered here]

### Clause 15.2

..... the conciliator will be appointed by President RIAI/ACEI as appropriate



### Total Project Cost Template

#### Total Estimated Project Cost [Pre Planning Permission]:

A	Estimated Contract sum (including VAT)	
B	Design Contingency (Margin of safety for design issues)	
C	Estimated Cost of Planning/Fire cert Conditions (including VAT)	
D	Construction Inflation/Deflation to Tender date	
E	Sub-Total [A+B+C+D]	
F	Employer's Representative's Authority (max 1% E)	
G	Estimated Planning Development Charges	
H	Utility connections and other charges:	
J	Sub-Total Construction costs[E+F+G+H]	
K	Consultant(s) Fees (Including VAT)	
L	Project Supervisor (Design Process) Fees (Including VAT)	
M	Provision for unforeseeable costs (including VAT)	
	<b>TOTAL PROJECT COST[J+K+L+M]</b>	

#### Total Estimated Project Cost [Pre tender]:

A	Estimated Contract sum (including VAT) including Planning/Fire cert conditions	
B	Tender Contingency (Margin of safety for higher than expected Tenders)	
E	Sub-Total [A+B]	
F	Employer's Representative's Authority (max 1% E)	
G	Planning Development Charges	
H	Utility connections and other charges:	
J	Sub-Total Construction costs[E+F+G+H]	
K	Consultant(s) Fees (Including VAT)	
L	Project Supervisor (Design Process) Fees (Including VAT)	
M	Provision for unforeseeable costs (including VAT)	
	<b>TOTAL PROJECT COST[J+K+L+M]</b>	

#### Total Project Cost [Based on actual contract sum]:

E	Contract sum (including VAT)	
F	Employer's Representative's Authority (max 1% Contract sum)	
G	Planning Development Charges	
H	Utility connections and other charges:	
J	Sub-Total Construction costs[E+F+G+H]	
K	Consultant(s) Fees (Including VAT)	
L	Project Supervisor (Design Process) Fees (Including VAT)	
M	Provision for unforeseeable costs (including VAT)	
	<b>TOTAL PROJECT COST[K+L+M]</b>	

**Suitability Assessment of Contractors – Marking Sheet**

Applicant Name:

No.	Requirement/Criterion	Pass / Fail	Comments
2	APPLICANT'S DETAILS	<input type="checkbox"/>	
3.1	APPLICANT'S PERSONAL SITUATION	<input type="checkbox"/>	
3.3	FINANCIAL & ECONOMIC STANDING		
3.3a	Evidence of Turnover	<input type="checkbox"/>	
3.3f	Public Liability Insurance	<input type="checkbox"/>	
3.3g	Employer Liability Insurance	<input type="checkbox"/>	
3.3h	Performance Bond	<input type="checkbox"/>	
3.4	TECHNICAL CAPABILITY (Contractor)		
3.4a	Qualifications (Managerial)	<input type="checkbox"/>	100
3.4b	Qualifications (Personnel)	<input type="checkbox"/>	300
3.4c	Projects of a Similar Nature - Past 5 Years	<input type="checkbox"/>	400
3.4d	Measures for Ensuring Quality	<input type="checkbox"/>	200
3.4e	Average Annual Manpower - Past 3 Years	<input type="checkbox"/>	
3.4.1	TECHNICAL CAPABILITY (H&S competence Contractor)		
3.4.1a	Qualifications (Managerial)	<input type="checkbox"/>	
3.4.1b	Qualifications (Personnel)	<input type="checkbox"/>	
3.4.1c	Projects of a Similar Nature - Past 5 Years	<input type="checkbox"/>	
3.4.1d	Measures for Ensuring Quality	<input type="checkbox"/>	
3.4.1e	Average Annual Manpower - Past 3 Years	<input type="checkbox"/>	
3.4.1f	Technical Equipment Available	<input type="checkbox"/>	
3.4.1g	Technicians or Technical Bodies Available	<input type="checkbox"/>	
3.4.2	TECHNICAL CAPABILITY (H&S competence PSCS)		
3.4.2b	Qualifications (Personnel)	<input type="checkbox"/>	
3.4.2c	Projects of a Similar Nature - Past 5 Years	<input type="checkbox"/>	
3.4.2d	Measures for Ensuring Quality	<input type="checkbox"/>	
3.4.2e	Average Annual Manpower - Past 3 Years	<input type="checkbox"/>	
3.4.2f	Technical Equipment Available	<input type="checkbox"/>	
3.4.2g	Technicians or Technical Bodies Available	<input type="checkbox"/>	

VERSION

Overall Pass or Fail?	<input type="checkbox"/>	Total Marks	<input style="width: 40px; height: 20px;" type="text"/>
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[Only applicants who passed all minimum standards to be marked]