



The Liaison Committee

Code of Practice  
for  
Tendering & Contractual Matters 2006

## The Liaison Committee

The Liaison Committee of the Royal Institute of the Architects of Ireland, Society of Chartered Surveyors, Association of Consulting Engineers of Ireland, Engineers Ireland and The Construction Industry Federation, is established to make recommendations on practice concerning tendering and contractual procedures.

### Constituent Bodies:

**The Royal Institute of the Architects of Ireland**  
8 Merrion Square, Dublin 2.



**The Society of Chartered Surveyors**  
5 Wilton Place, Dublin 2.



**The Association of Consulting Engineers of Ireland**  
46 Merrion Square, Dublin 2.



**Engineers Ireland**  
22 Clyde Road, Dublin 4.



**The Construction Industry Federation**  
Federation House, Canal Road, Dublin 6.



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## 1. DEFINITIONS

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Throughout the Code, the word “Architect” is used to mean Architect or supervising officer and the word “Employer” to mean building owner or employing body in the sense that the terms are used in the standard forms of building contract.

RIAI	The Royal Institute of the Architects of Ireland
SCS	The Society of Chartered Surveyors
CIF	The Construction Industry Federation
ACEI	The Association of Consulting Engineers in Ireland
EI	Engineers Ireland
Employer	Building owner or employing body in the sense that the terms are used in the standard forms of building contract
Domestic Sub-Contractor	Sub-Contractors employed by the main Contractor in accordance with standard sub-contracts
Nominated Sub-Contractor	Sub-Contractors employed by the main Contractor in accordance with standard sub-contracts having been specifically selected by the Employer or Design Team to carry out a significant portion of the project, or specialist works, or works which involve a specialist design function
Performance Bonds	Performance bonds include all forms of guarantee and surety bonds
Application for Payment	Application or claim for payment made by the contractor for works carried out in accordance with the conditions of contract
Recommendation	Recommendation for payment by the Quantity Surveyor to the Architect based on the Application for Payment
Valuation	The process of assessing the value of works completed and/or materials delivered to site for which payment falls due in accordance with the contract conditions

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## 2. CODE OF PRACTICE FOR TENDERING AND CONTRACTUAL MATTERS - INTRODUCTION

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- 2.1 The Liaison Committee was established by agreement between the RIAI, the SCS and the CIF. It was recently expanded by the inclusion of the EI and the ACEI. The function of the Committee is to make recommendations to the Constituent Bodies for any amendment of the provisions of the Agreement and Schedules of Conditions of the Building Contract issued by the RIAI in agreement with the CIF, SCS. Other functions of the Committee include the making of recommendations to the Constituent Bodies for any amendment of practice in connection with such matters as tendering procedures, Bills of Quantities (other than practice relating to the Standard Method of Measurement), schedule of daywork charges and any other matters which may arise from the relationship between the members of the five bodies themselves and with building matters.
- 2.2 The Code of Practice that follows is agreed by the constituent bodies as good tendering and contractual practice, taking into account the recommendations of the Forum for the Construction Industry (FCI) published in February 2001. The Liaison Committee strongly recommends the use of the standard forms of building contract in unamended form. The Liaison Committee believes that alterations to the standard forms impede the efforts being made towards achieving greater standardisation of building procedures. The Liaison Committee is firmly of the opinion that, if alterations to the standard forms have to be made, it is essential in

the interests of good practice and of economic building that they be kept to an absolute minimum. They should not be undertaken without serious prior consideration and should then be drafted by a person competent to ensure that all consequential alterations to other clauses are made.

- 2.3 This Code has been prepared for all who commission privately funded projects. Tenders for public sector construction contracts above a specified value must be invited and contracts awarded in accordance with the European Union Directives and Public Sector procurement procedures. The Liaison Committee believes that selective tendering will be found to be the most appropriate method of obtaining tenders for the majority of building contracts. If the procedure advocated in this Code is followed, the successful tenderer should be the one offering the lowest price. Nothing in this Code however should be taken to suggest that the Employer is obliged to accept the lowest or any tender.
- 2.4 This Code assumes the use of unamended RIAI Standard Forms (i.e. the Agreement and Schedule of Conditions of Building Contract, issued by the Royal Institute of Architects of Ireland in agreement with the Construction Industry Federation and The Society of Chartered Surveyors) as the contract, which will follow tendering.
- 2.5 In exceptional circumstances where other forms of contract are being used the principles of this code should be adopted.
- 2.6 The Contractor's tender is the price for which the contractor offers to carry out and complete, in accordance with the conditions of contract, the work shown on the drawings and described in the Bill(s) of Quantities or specification. In the case of minor works (see 4.1).
- 2.7 Good tendering procedure demands that the Contractor's tendered price should not be altered.

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### **3. BILLS OF QUANTITIES – WHERE QUANTITIES FORM PART OF THE CONTRACT (RIAI YELLOW FORM)**

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- 3.1 Bills of Quantities should always be issued as tender documents and the Form of Contract where quantities form part of the contract (Yellow Form) should always be used.
- 3.2 In order to help Contractors to assess the nature and extent of the work to be executed and the conditions under which it is to be carried out, the general arrangement drawings - site plan, plans, sections and elevations – and the Preliminary Health and Safety Plan should always accompany the Bills of Quantities and other tender documents sent to the Contractors. Where some detail drawings are of special significance or indicate that the work is of an unusual character these should also be included with the tender documents.
- 3.3 If such drawings shall not have been fully amended to accord with changes during the preparation of the Bill, at the time of dispatching of the Bill of Quantities, they should be clearly endorsed as “PRELIMINARY” or similarly marked to indicate that they are not to be taken as “Contract Drawings” but are only to serve as general guidance to the Contractor in compiling his tender.

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### **4. BILLS OF QUANTITIES – WHERE QUANTITIES DO NOT FORM PART OF THE CONTRACT (RIAI BLUE FORM)**

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- 4.1 In the case of minor building works, tenders may be sought on drawings and specification basis and the Form of Contract where quantities do not form part of the contract should be used; a minimum of 4, maximum of 6 tenders should be sought and all contract drawings and the specification should be issued.
- 4.2 Where quantities do not form part of the contract, a Bill of Quantities or Schedule of Items should be included in the tender enquiry.

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## 5. ADDITIONAL DRAWINGS

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- 5.1 Only in the case of 3.1 above, should Contractors be informed that additional detail drawings can be examined by appointment at the Architect's office.

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## 6. RETENTION FUND

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- 6.1 The Retention Fund included in Clause 35 is for the purpose of remedying defects within the Contract period, in accordance with the Conditions of Contract.
- 6.2 The Retention Fund monies are deducted from the Certified Value of Work completed by the Contractor and are therefore, subject to the Conditions of Contract, monies due to the Contractor. The basis for establishing the retention percentage at tender stage should be the cost estimate. The rate of retention shall be as follows; (based on 2005 values).

<u>Value of Contract</u>	<u>Retention</u>
Under €500,000	7.5%
€500,000-1,000,000	5%
€1,000,000-5,000,000	3%
Over €5,000,000	2%

- 6.3 At Practical Completion stage the Architect shall certify the release of one moiety (half) of the total amount retained at that time. After the issue of the Certificate of Practical Completion, retention, where applicable, should be calculated on the gross value certified at half the percentage rate initially determined.
- 6.4 The item in the Appendix to the Conditions of Contract - "Limit of Retention" - should be entered as the same percentage as that entered under "Percentage of Certified Value Retained". This avoids the complications that can arise when a lump sum limit is used, particularly when a project increases in value over the original Contract Sum.

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## 7. RETENTION BONDS

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- 7.1 A facility for the use of Retention Bonds instead of retention fund after practical completion is included in the conditions of contract.
- 7.2 A sample Retention Bond form is included in Appendix A.

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## 8. TENDER DEPOSITS

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- 8.1 Where tenders are invited requiring a tender deposit the deposit shall be returned in full to bona fide tenderers who have not subsequently withdrawn their tender, or who have not forfeited their deposit as a result of late tendering, either within three months of their tender being received, or within one month of the Contract being awarded, whichever is the sooner.

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## 9. LIST OF TENDERERS

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- 9.1 In order that Contractors may be able to decide whether they will tender, and to anticipate demands on their tendering staff, each firm should be sent, and should reply promptly to a preliminary invitation to tender as illustrated in Appendix B - Preliminary Enquiry for Invitation to Tender.
- 9.2 It is essential that all the details listed in sub-paragraphs (a) to (s) Appendix B should be stated in the preliminary enquiry. The omission of relevant information may influence Contractors in deciding whether or not to tender.
- 9.3 It is suggested that the appropriate period of time between the preliminary enquiry and the despatch of tender documents should be 4 to 6 weeks. In cases beyond 3 months, the preliminary invitation should be confirmed before tenders are invited.
- 9.4 If, in exceptional circumstances, a Contractor has to withdraw acceptance, he should give adequate notice of this intention before the issue of tender documents. If, for any reason, this is not possible, notice should be given not later than two working days after receipt of the tender documents.
- 9.5 A short list of suitable tenderers should be drawn up, either:
- 9.5.1 From a list prepared by the Design Team from the Preliminary Enquiry and approved by the Employer.
- OR
- 9.5.2 Following a pre-qualification procedure.
- 9.6 The number of tenderers sought should be a minimum of 6 and a maximum 8.
- 9.7 It should be appreciated that because of the cost of preparing tenders, the larger the tender lists become the greater will be the cost of abortive tendering, and this must be reflected in building prices. When the list has been settled, one or two further names should be appended in order that they may replace any firms on the list that do not accept the preliminary invitation.
- 9.8 The objective of selection is to make a list of firms, any one of which could be entrusted with the job. If this is achieved, then the final choice of Contractor will be simple, the firm offering the lowest acceptable tender.
- 9.9 Unsuccessful applicants should be notified.

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## 10. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 2001

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- 10.1 It is recommended that consultants who invite tenders use the attached documents in relation to responsibility for compliance with the above regulations during the Construction Stage of a project.
- 10.1.1 Form of Pre-qualification questionnaire is included in Appendix C.
- 10.1.2 Form of Agreement for Appointment of Project Supervisor for Construction Stage is included in Appendix D.
- 10.1.3 Specification / Bills of Quantities for Health and Safety Clauses are included in Appendix E.

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## 11. THE TENDER DOCUMENTS

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- 11.1 On the day stated in the preliminary invitation, all tender documents should be despatched to the tenderers.

See Appendix F for suggested "Formal Invitation to Tender" and Appendix G for suggested "Form of Tender".

- 11.2 The tender documents should include
  - 11.2.1 The Bill of Quantities.
  - 11.2.2 Specifications.
  - 11.2.3 Drawings.
  - 11.2.4 The Form of Tender.
  - 11.2.5 Instructions for return of the Form of Tender and Bill of Quantities.
  - 11.2.6 Preliminary Health and Safety Plan.
  - 11.2.7 One copy of the relevant statutory consents, or if not obtained at the date of formal invitation to tender, a statement on whether they have been applied for or not and the intended date for commencement of works.

Instructions to tenderers on all construction contracts should be comprehensive and be issued in good time. Any amendments to these instructions, post issue of tender documents, should be kept to the absolute minimum and notified in writing to prospective tenderers in good time, and in any event not later than 10 working days before the last date for receipt of tenders. If significant amendments arise, the closing date for receipt of tenders should be extended to give tenderers reasonable time to assess and price the cost implications of such changes.

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## 12. TIME FOR TENDERING

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- 12.1 A minimum of twenty working days should be allowed to Contractors for the preparation of tenders. Major projects, smaller works without quantities, or other special circumstances may require a longer period. Where 20 or more working days have been allowed for the preparation of tenders no extension of this period should normally be considered.
- 12.2 Where significant alterations to the standard forms of building contract have been made, an extended time for preparation of tenders to enable the consequences of these alterations to be assessed, is required. A minimum period of a further 10 working days should be allowed to enable the contractors to assess the changes to the standard documents and to obtain legal advice if required. A longer period shall be required if extensive alterations have been made.

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## 13. DISCREPANCIES BETWEEN DOCUMENTS

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- 13.1 It is essential that the several documents, which go to express or define the Contract, should relate accurately to one another, without contradictions or discrepancies. This consistency should extend through all contract documents: The Standard Form of Contract comprising the Articles of Agreement, the Conditions, the Appendix, the Drawings, the Specifications and the Bill of Quantities.
- 13.2 The Specifications, Drawings and Bill of Quantities should not attempt to vary any matter dealt with in the Agreement or Conditions.
- 13.3 If the nature of the project calls for a departure from the Standard Agreement and Conditions:
  - 13.3.1 Changes should be made therein
  - AND
  - 13.3.2 The specific attention of tendering Contractors should be drawn to such changes in the tender documentation.

- 13.4 If after the Bill of Quantities has been completed, it is proposed to change the work from that covered by the Bill and shown in the Specifications and Drawings from which the Bill was prepared, the Quantity Surveyor should prepare a Supplement to the Bill to reflect the change (based if necessary on supplementary drawings and/or a supplementary specification). The change can then be handled in one of three ways as follows:
- 13.4.1 If the change is to be taken into account in the tenders: the Supplement to the Bill should be priced by tendering contractors at the same time as they price the Bill, the tender figure being arrived at by combining Bill and Supplement. The Supplement should be circulated at least 10 working days prior to the tender date.
  - 13.4.2 If the change is to be taken into account after receipt of tenders, which are based solely on the Bill and before the placing of the contract: by using the Supplement to the Bill as a basis for negotiating a revised price with the lowest suitable tenderer.
  - 13.4.3 If the contract is executed on the basis of the original specification, drawings and Bill: by treating the change as a variation in accordance with the terms of the Contract.
- 13.5 Discrepancies between Contract Documents found during the course of the Contract are dealt with under Clauses 2(b) and 5 of the Standard Conditions where the Architect is required to resolve the discrepancy and give an instruction for clarity.

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## 14. TENDERING PROCEDURES

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- 14.1 Issue of Tender Documents
- 14.1.1 All documents issued in electronic format shall be issued in a secure format and no document shall be altered by any tenderer. The printed documents originating from the Design Team shall take precedence. Printed copies of all documents issued in electronic format shall be available for inspection at the offices of the relevant member of the Design Team.
  - 14.1.2 Drawings issued for Main Contract tenders;
    - 14.1.2.1 In addition to any drawings issued in electronic format, Architectural and Structural Engineering tender drawings shall be issued in printed format with the invitation to tender.
    - 14.1.2.2 Nominated Sub-Contract drawings issued with the main contract tender may be issued in electronic format only.
  - 14.1.3 Drawings issued for Nominated Sub-Contract tenders;
    - 14.1.3.1 In addition to any drawings issued in electronic format, the drawings specific to the Sub-Contract tender shall be issued in printed format with the invitation to tender.
  - 14.1.4 Bills of Quantities;
    - 14.1.4.1 Bills of Quantities may be issued in electronic format. However a printed copy shall be issued on request.
  - 14.1.5 Forms of Tender;
    - 14.1.5.1 Forms of Tender may be issued in electronic format. However, a printed copy shall be issued on request.
  - 14.1.6 Specifications and other support documents;
    - 14.1.6.1 Specifications and other support documents may be issued in electronic format, however printed copies shall be issued on request.

- 14.2 Return of Tenders;
- 14.2.1 Completed forms of tender shall be submitted in printed format only, in a separate sealed and endorsed envelope.
- 14.2.2 As a substitute for the completed Bill of Quantities, tenderers should submit an electronic output in the format of the original tender invitation or printed output from another format. In all cases the pricing of each item of the original Bill of Quantities shall be identifiable to the Quantity Surveyor.
- 14.2.3 Where the lowest tenderer has not submitted a Bill of Quantities priced on a printed copy originating from the offices of the Quantity Surveyor he shall submit, within two working days, a completed copy of the Bill of Quantities, using the rates and extensions included in the electronic output.
- 14.3 Qualified Tenders;
- 14.3.1 For fair and competitive tendering, it is essential that the tender submitted by each tenderer be based on identical tender documents and that the tenderers should not attempt to vary that basis by qualifying their tender.
- 14.3.2 If a tenderer considers that the tender documents are deficient in any respect, and require clarification, or contain alterations to the standard form of building contract not previously set out in the Preliminary Invitation to Tender (see Appendix B), the tenderer should directly, or through the CIF, inform the issuing authority or the Architect (with a copy to the Quantity Surveyor) as soon as possible and preferably not less than five working days before the tenders are due. If it is decided to amend the documents, the issuing authority or the Architect should inform all tenderers and extend the time for tendering if necessary.
- 14.3.3 A tenderer who submits a qualified tender should be given the opportunity to withdraw the qualifications without amendment to the tender price. If he fails to do so his whole tender should be rejected.
- 14.4 Generally;
- 14.4.1 Copyright for all the information provided by the Design Team members remains with the Design Team members.
- 14.4.2 Prices and other information provided by the tenderers are the sole property of the tenderers and shall remain confidential.
- 14.4.3 The use of the information provided is to be restricted to the particular project or specified application.
- 14.4.4 On-line bidding and all forms of reverse auction bidding may not be used until such time as technology is available to provide adequate security, competition, reliability, privacy and fairness in the tendering process.

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## 15. ASSESSMENT OF TENDERS

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- 15.1 The examination of the priced Bill(s) of Quantities under consideration should be made by the Quantity Surveyor who should treat the document as confidential; on no account should any details of the tenderer's pricing be disclosed to any person, other than the Architect or other appropriate consultant, except with the expressed permission of the tenderer.
- 15.2 The Bill of Quantities supporting the lowest tender shall be opened with the object of detecting errors in the computation of the tender. It is not necessary to obtain the prior permission of the lowest tenderer to open the priced Bill of Quantities. If the Quantity Surveyor finds such errors the following procedures shall apply:

- 15.2.1 The tenderer should be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the tenderer withdraws, the priced Bill(s) of Quantities of the second lowest should be examined, and if necessary, this tenderer should be given a similar opportunity. Prior permission to open the Bill of Quantities supporting the tenders, other than the lowest, shall be obtained.
- 15.2.2 If the tenderer confirms his offer despite the discovery of errors in computation an endorsement should be added to the priced Bill(s) indicating that all rates or unit prices (excluding preliminary items, contingencies, prime cost and provisional sums) inserted therein by the tenderer are to be considered as reduced or increased in the same proportion as the corrected total of the priced items exceeds or falls short respectively of the total before correction. This endorsement should be signed by both parties to the contract.
- 15.2.3 When a tender is found to be free of error, or the tenderer is prepared to stand by his tender in spite of any error, that tender should be recommended to the Employer for acceptance.

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## 16. POST TENDER NEGOTIATION

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- 16.1 Should the tender under consideration exceed the Employer's budget, the recommended procedure is for the contract to be negotiated with the tenderer. The basis of negotiations and any agreements made should be fully documented.
- 16.2 Only when negotiations fail and the tenderer is so notified, should negotiations proceed with the next lowest tenderer. If these negotiations also fail, similar action may be taken with the third lowest and subsequent tenderer.
- 16.3 If all negotiations fail, new tenders may be called for.

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## 17. NOTIFICATION

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- 17.1 Tenderers should, within 2 working days (or 10 working days if the buy-out of Price and Wages variations are being negotiated) be informed of the decisions taken on contract awards. The following information should be communicated in writing to each tenderer;
  - 17.1.1 List of tender amounts in numerical order.
- 17.2 If a project is to be abandoned, or, if new tenders are being called for, the tenderers should be notified as soon as the decision has been taken.

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## 18. PAYMENTS

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- 18.1 The periods given in the Form of Contract for the issue and payment of certificates are maxima and the Architect and other consultants should ensure that payments to the Contractor are not delayed for any reason under their control. Before the commencement of construction the Architect should advise the Employer as to his responsibility with regard to honouring certificates.
- 18.2 A cash flow forecast should be prepared by the Quantity Surveyors in conjunction with the Contractor to assist the Employer to anticipate cash needs.
- 18.3 The Contractor, the Architect and the Quantity Surveyor should agree in advance a schedule of dates for submission of applications for payment. If necessary, the Schedule should be reviewed at intervals and revised dates agreed. The Schedule should be circulated to any other Consultants involved.

- 18.4 The schedule of dates should be circulated by the Contractor to both domestic and nominated Sub-Contractors and they should be informed that any applications for payment of work or invoices which they wish to have included in a particular application for payment should be received in good time for inclusion (at least three days before the application for payment is to be submitted).
- 18.5 If the valuation of applications for payment for the mechanical and electrical sub-contracts is the responsibility of a services consultant, the mechanical and electrical services sub-contractors should time their submissions to the Consultant so that the recommendation for their work arrives in time for inclusion in the main contract valuation. Such recommendations should be in accordance with the main contract conditions and should be accompanied by a breakdown of the total sum recommended.
- 18.6 When applications for payment are submitted by the Contractor to the Quantity Surveyor they should be regarded as priority items and should be checked and the recommendation should be issued as speedily as possible. The recommendation shall be issued in sufficient time for the Architect's Certificate to be issued in accordance with the terms of the contract. The Contractor and the Quantity Surveyor may arrange to meet on the site and agree the value of the works. The Quantity Surveyor shall provide the Contractor upon request, with an explanation for any difference between the application for payment and the Architect's Certificate.
- 18.7 The Architect should advise Nominated Sub-Contractors as to the amounts included in certificates in the standard form as Appendix H.
- 18.8 Where the Price Variation clause is included in the contract, detailed wage and price variations claims shall be presented regularly, checked promptly and appropriate amounts included in interim certificates within one month of being properly presented.
- 18.9 Variations as far as possible should be measured, valued and agreed as they arise and be included in interim certificates as the work proceeds.
- 18.10 The Contractor shall pay the Sub-Contractors promptly.

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## 19. FLUCTUATIONS IN CURRENCY EXCHANGE RATES

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- 19.1 The entire tender price should be quoted in euro.
- 19.2 Changes in the market price of materials after the Designated Date as a result of fluctuations in the euro against other currencies shall be adjusted under Clause 36 (b) of the Contract and added to or deducted from the Contract Sum as appropriate.
- 19.3 Where Contractors or Sub-Contractors are obtaining quotations from outside the euro zone for the purpose of preparing tenders they should convert quotations into euros at the rate prevailing at the close of business of the European Central Bank on the Designated Date.

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## 20. INVITATION PROCEDURE FOR NOMINATED SUB-CONTRACT

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- 20.1 Consultants inviting tenders for Nominated Sub-Contract work should use the Standard Letter of Invitation, the Standard Form of Tender and the General Conditions and Contract Particulars, as agreed by the Liaison Committee. The reason for this is to provide as much information as possible to tenderers for Nominated Sub-Contract work and in order to avoid later confusion and ambiguity.
- 20.2 In completing the standard documents, the following information should be of assistance:
- 20.2.1 Letter of Invitation (Appendix I)
- 20.2.1.1 The letter lists the recommended documents, which should be forwarded to tenderers for Nominated Sub-Contract work, but should any of these documents not be available, they should be deleted from the list.

- 20.2.1.2 Deletions should be made to the final paragraph of the letter in order to indicate the person to whom the tender is to be returned.
- 20.2.1.3 The date and time for return of tenders should also be inserted in the final paragraph of the letter.

#### 20.2.2 Form of Tender for Nominated Sub-Contractors

Alternative sub-clauses have been included in Clause 2.3 of the Form of Tender to be used depending on whether or not the Contractor's programme is available before the invitation to tender for the Sub-Contract. If the Contractor's programme is not available Clause 2.3(b) should be deleted by the Consultant and Clause 2.3 (a) should be completed by the tenderer for the Nominated Sub-Contract work. If the Contractor's programme is available Clause 2.3(a) should be deleted by the Consultant.

#### 20.2.3 General Conditions and Contract Particulars for Sub-Contract Purposes - Appendix K:

- 20.2.3.1 As the building Contract, which is the Standard RIAI Form of Contract, will be updated in future years, the particular edition of the form has been left blank and should be completed by the Consultant who should also delete references to the Form of Contract which are not applicable.
- 20.2.3.2 In Clause 2 the Consultant should also delete references, which are not relevant. It should be noted that it is not necessary for the deletions in this clause to correspond with those made for Clause 1.
- 20.2.3.3 Under Clause 2, the Consultant should also include the Designated Date for the Nominated Sub-Contract.
- 20.2.3.4 The Consultant should complete Section 3, but, if any of the parties have not been appointed at the date of the invitation, the words "to be appointed" should be inserted opposite the particular party.

20.2.4 As tenderers for Nominated Sub-Contract work should be informed of all relevant Contract particulars, the Consultant should ensure that the completed Appendix details are included in Section 4 in full, including a programme of the works, if available.

20.2.5 It is the responsibility of the Consultant to inform the tenderers for Nominated Sub-Contract work as to which Special Attendances he will be provided with free of charge and the Consultant should delete any of the items in Clause 6 (a) - (e) which will not be provided free of charge. If the Nominated Sub-Contractor is to be provided with any Special Attendance not listed in Clause 6 (a) - (e), the Consultant should include these at (f) and (g). If no additional Special Attendances are being provided to the Nominated Sub-Contractor (f) and (g) should be deleted out by the Consultant.

#### 20.3 Mechanical and Electrical Sub-Contracts:

- 20.3.1 Where Mechanical or Electrical Sub-Contracts are valued at more than €65,000 the work is to be tendered as a Nominated Sub-Contract.

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## 21. ATTENDANCES - NOMINATED SUB-CONTRACTORS

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- 21.1 The tender documents for Nominated Sub-Contract works shall clearly state all General and Special Attendances that shall be provided free of charge to the Nominated Sub-Contractor. The tender documents for Nominated Sub-Contract works shall also state that the Nominated Sub-Contractor shall provide all attendances not so identified.
- 21.2 The 3<sup>rd</sup> Edition of the Agreed Rules of Measurement (ARM3) defines General and Special Attendances in respect of Works by Nominated Sub-Contractors as follows:

- 21.2.1 'Attendance' is the work to be executed or services to be provided by the Contractor by way of assistance to or facilitation of a Nominated Sub-Contractor.
- 21.2.2 'Special Attendances' are provided to all Nominated Sub-Contractors and items shall be included for these attendances in the Main Contract Bill of Quantities. 21.2.3 'Special Attendances' are those that the Contractor may be required to provide to specific Nominated Sub-Contractors in addition to General Attendance. Where Special Attendances are to be provided by the Contractor an item shall be provided in the Main Contract Bill of Quantities for each such item of attendance and full information on the nature of the attendance required shall be stated in the description.
- 21.3 General Attendances:
  - 21.3.1 The use of the Contractor's temporary roads, hardstandings, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish and disposal of rubbish, provision of space for the Sub-Contractor's own offices and the storage of his plant and materials, the use of mess rooms, sanitary accommodation and welfare facilities.
- 21.4 Special Attendances:
  - 21.4.1 Temporary access roads and hardstandings required in connection with structural steelwork, pre-cast concrete components, piling, heavy items of plant - description of traffic to be catered for, width of carriageway, extent of access way to be provided and remedial works to be carried out to the trafficked areas.
  - 21.4.2 Weatherproof covered storage and accommodation – floor area to be provided together with details of any enhancements required such as minimum eaves heights, lighting levels, power supply requirements, heating, ventilation, water and drainage services and, where a requirement, site location.
  - 21.4.3 Power supplies giving the phase and maximum electrical loading to be allowed for – the Nominated Sub-Contractor shall be deemed responsible for the provision of transformers and temporary distribution cabling unless otherwise stated in the description.
  - 21.4.4 Scaffolding the area of elevation, or in the case of ceiling access, the area to be scaffolded. Where access towers are to be provided, the number, size and height of the towers shall be stated. The provision of scaffold boards and ladders and of all certification required for safe use shall be deemed to be included.
  - 21.4.5 Unloading, hoisting and distributing – the size and weight of the items and their destination in the work shall be described.
  - 21.4.6 Maintenance of specific temperature and humidity levels – the required temperatures and humidity levels shall be stated. The provision of plant and all necessary fuel/power supplies shall be deemed to be included. Any restrictions on the use of the permanent mechanical installation of the building shall be stated.
  - 21.4.7 For all other special attendance items to be provided by the Contractor, the scope of the work required of the Contractor shall be detailed in the description.

---

## 22. PERFORMANCE BOND ON MAIN CONTRACT

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- 22.1 Employers may require the Main Contractor to provide bonds or sureties from approved guarantors, with respect to the performance of their obligations under the contract.
- 22.2 Provision should be made separately in the tender documentation, and in particular on the tender form, for the provision and pricing of the guarantee performance bond.
- 22.3 Particulars as to the extent of the guarantee required, including both value limitations and the time, should be stated.

- 22.4 It is advisable that bond agreements be subject to the jurisdiction of the Irish Courts, Irish law and with industry recognised guarantors.
- 22.5 Bonds for the performance of a contract (i.e. Performance Bonds) should be related to the real risk involved and should be on a sliding scale, depending on the value of the contract.
- 22.6 Performance Bonds are normally required for all construction contracts with an estimated value in excess of €750,000 (this requirement may be waived in certain, very exceptional circumstances). Below this threshold, a bond may still be required where the Employer considers that a sufficient level of financial risk exists. Such decisions should be agreed beforehand with the Funding Authority and an official record kept of the reasons thereof.
- 22.7 The Employer should ensure that forms of Performance Bonds do not contain unduly onerous or inequitable conditions. The Employer may need to consult his legal advisors on all aspects of the Performance Bond before entering into a construction contract.
- 22.8 The Employer should satisfy himself that any bond provided, is done so by a financial institution licensed to provide such surety bonds.
- 22.9 The cover of a performance bond should typically be determined by reference to the following table:

Contract Sum €m	Performance Bond cover level
Less than 2.5	25%
2.5 to 5.0	20%
5.0 to 10.0	17.5%
10.0 to 15.0	15%
over 15.0	12.5%

- 22.10 Before a contract is signed, it should be made clear, when accepting a tender, that acceptance is conditional on the production of a satisfactory Performance Bond, on written request, within the prescribed time period specified in the tender documents.
- 22.11 All forms of Performance Bonds should incorporate the following:
- 22.11.1 Provisions permitting variations to the scope of the contract, extensions to the period for completion of the works, indulgences, forbearance/concessions, alterations to the terms of payments, compromises/settlements of disputes without reference to the surety, provided such matters do not materially affect the risk covered by the Performance Bond.
- 22.11.2 The Performance Bond maximum cover level should generally be reduced to 50%, from the issue of the Certificate of Practical Completion for the complete project. The risk should remain on cover for a further period of 15 months from the date of issue of such certificate.
- 22.11.3 A period of notification, to the surety by the client or its representative of any serious breach of or default in any of the terms and conditions of the contract by the contractor, which shall not be less than 3 months.
- 22.11.4 An arbitration provision, in the event of a dispute arising between the surety and the Employer. The Arbitrator to be appointed by agreement, or failing agreement an Arbitrator appointed, on the request of either party, by the President for the time being of the Royal Institute of the Architects of Ireland.

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## **23. COLLATERAL AGREEMENTS WITH NOMINATED SUB-CONTRACTORS**

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- 23.1 There is no direct contractual relationship between the Employer and Nominated Sub-Contractor, and difficulties can arise for an Employer to obtain any recompense from a Nominated Sub-Contractor if, for example, the Nominated Sub-Contractor defaults in completing the Contract, or design work carried out by the Nominated Sub-Contractor is deficient and this involves the Employer in additional costs.
- 23.2 In order to remedy this situation, provision has been made in the RIAI Conditions of Contract for Collateral Agreements between the Employer and Nominated Sub-Contractors and a standard form of Collateral Agreement has been produced. This, when executed, creates a direct contractual relationship between the Employer and the Nominated Sub-Contractor in which the Sub-Contractor warrants his performance of the Sub-Contract. In return the Employer agrees to earlier release of the Nominated Sub-Contract retention and to direct payment to the Nominated Sub-Contractor in the event of the Main Contractor defaulting on payment, subject to certain conditions.
- 23.3 It is therefore recommended that Collateral Agreements be executed between Nominated Sub-Contractors and the Employer. When sub-contract tender documents are being issued, it should be stated that the Sub-Contractor will be required to execute a Collateral Agreement with the Employer.
- 23.4 In the event of an Employer becoming entitled to claim compensation from a Nominated Sub-Contractor for breach of the Collateral Agreement, such claim must be made separately from the final account under the Employer's Contract with the Main Contractor; there is no entitlement to withhold monies from the Nominated Sub-Contractor through the Main Contract as compensation for the breach or alleged breach of the Collateral Agreement.
- 23.5 An indication of what Nominated Sub-Contractors will have Collateral Warranties should be given in the Main Contract Documents.

---

## **24. PERFORMANCE BOND ON COLLATERAL AGREEMENTS BETWEEN NOMINATED SUB-CONTRACTORS AND THE EMPLOYER**

---

- 24.1 It is recommended that any Collateral Agreement between the Employer and a Sub-Contractor be bonded.
- 24.2 The Performance Bond is to cover the Nominated Sub-Contractor's obligations to the Employer under the Collateral Agreement and may cover a similar period and percentage value as the Performance Bond invoked under the Main Contract.
- 24.3 The Performance Bond on the Collateral Agreement should be clearly distinguished in Nominated Sub-Contract documentation from any Performance Bond required by the Main Contractor with respect to the performance of the Nominated Sub-Contract. The latter is essentially to cover the Main Contractor's potential losses against a Nominated Sub-Contractor not recoverable under the Main Contract.

---

## **25. PERFORMANCE BOND BETWEEN NOMINATED SUB-CONTRACTORS AND MAIN CONTRACTOR**

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- 25.1 A Performance Bond may be required by the Main Contractor with respect to the performance of the Nominated Sub-Contractor to cover the extent of the Main Contractor's potential losses arising from any breach of the Nominated Sub-Contractor's obligations, which are not recoverable under the Main Contract.
- 25.2 The requirement of such a Bond should be the subject of negotiation on a case-by-case basis.
- 25.3 Failure on the part of a Nominated Sub-Contractor to provide such a Performance Bond may constitute grounds to sustain an objection to the Nomination by the Main Contractor.

---

## **26. COLLATERAL AGREEMENTS WITH THIRD PARTIES**

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- 26.1 Collateral Agreements may be required by a third party (e.g bank or other funding institution, tenant or purchaser) with respect to the performance of the Main Contract and/or Nominated Sub-Contracts.
- 26.2 Legal advice should be sought on any such Agreements.
- 26.3 Should a collateral agreement with a third party be required this should be stated in the tender documents.

---

## **27. PROFESSIONAL INDEMNITY INSURANCE ON NOMINATED SUB-CONTRACTORS UNDERTAKING DESIGN**

---

- 27.1 It may be advisable, depending on the extent of design being undertaken by the Nominated Sub-Contractor, to consider additional safeguards to bonds. Design faults may occur outside the effective bonding period or the resulting damage may far exceed any normal percentage of the Sub-Contract value covered by a Performance Bond. Alternatives in this case may be to obtain contractual undertakings on the part of the Nominated Sub-Contractor to maintain Professional Indemnity Insurance over a set period of time to a particular value to cover these potential liabilities. Legal advice in drawing up such conditions should be sought.
- 27.2 Should Professional Indemnity Insurance be required on a Nominated Sub-Contractor this should be stated in the tender documents.

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## APPENDIX A (PAGE 1 OF 2) RETENTION BOND

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We ..... understand that under the terms of your Contract No ..... ('the Contract') with..... (hereinafter called the Applicant), of ..... for the ..... you .....at ..... are retaining the sum of € ..... being ..... of the Contract value by way of retention monies ( 'the Retention Monies' ) and that you are prepared to release the said Retention Monies against a guarantee.

In considering of your releasing the sum of €..... to the Applicant we, ..... hereby guarantee the repayment to you on demand of up to €..... (say ..... ) in the event of the Applicant failing to fulfil the said Contract, provided that your claim hereunder is received in writing at this office accompanied by your signed statement that:-

1) the Applicant has failed to fulfil his obligations under the terms of the contract

AND

2) the Applicant has been advised in writing at least 30 (thirty) days before the date of your claim of the obligations of the Contract which have not been fulfilled and of your intention to claim payment under this guarantee

This guarantee shall remain valid until close of business at this office (on the date of issue of the Final Certificate) on issue of ..... Certificate or until ..... whichever is the earlier ('Expiry'), subject to any matter of claim in dispute with the Applicant notified to this office before Expiry. Any claim hereunder must be received in writing at this office before Expiry accompanied by your signed statement as aforesaid, and such claim and statement shall be accepted as conclusive evidence that the amount claimed is due to you under this guarantee.

Claims and statements as aforesaid must bear the dated confirmation of your Bankers that the signatories thereon are authorised to sign.

This guarantee shall become operative on receipt of the Retention Monies by the Applicant.

Upon Expiry, this guarantee shall become null and void, whether returned to us for cancellation or not and any claim or statement after Expiry shall be ineffective.

This guarantee is personal to yourselves and is not transferable or assignable, except by agreement, which agreement shall not be unreasonably withheld.

This guarantee shall be governed by and construed in accordance with the Laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish Courts.

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**APPENDIX A (PAGE 2 OF 2)**  
**RETENTION BOND**

---

**Arbitration Clause**

If either party to this bond shall be aggrieved regarding matters covered by this guarantee, the party so aggrieved, shall forthwith by notice in writing to the other refer such dispute or difference to arbitration of a person to be agreed upon between the parties or (if the parties fail to appoint an arbitrator within one calendar month of service of the notice as aforesaid) a person to be appointed on application of either party by the President for the time being of Engineers Ireland (or in the case of building work, the President for the time being of the Royal Institute of the Architects of Ireland) and such arbitrator shall forthwith and with all due expedition enter upon the reference and make an award thereon which award shall be final and conclusive. If the arbitrator declines the appointment or after appointment is removed by order of a competent Court or is incapable of acting or dies and the parties do not within one calendar month of the vacancy arising fill the vacancy then the President for the time being of ..... may on application of either party appoint an arbitrator to fill the vacancy. In any case where the President for the time being of ..... is not able to exercise the aforesaid functions conferred upon him the said function may be exercised on his behalf by the Vice President for the time being of the said .....

Executed as a Deed this ..... day of ..... 20...

The common Seal of

Was hereunder affixed by

.....

---

**APPENDIX B (PAGE 1 OF 2)**  
**FORM OF PRELIMINARY ENQUIRY FOR INVITATION TO TENDER**

---

Dear Sirs,

I am/we are authorised to prepare a preliminary list of tenderers for construction of works described below.

Will you please indicate whether you wish to be invited to submit a tender for these works. Your acceptance will imply your agreement to submit a wholly bona fide tender in accordance with the principles laid down in the current Code of Practice for Tendering and Contractual Matters as agreed by the Liaison Committee and not to divulge your tender price to any person or body before the time for submission of tenders.

Please state whether you would require any additional unbound copies of the bill(s) in addition to the copy you would receive; a charge may be made for extra copies.

You are also required to fill out and return the enclosed 'Pre-Qualification questionnaire' outlining your competence to fulfil the role of 'Project Supervisor (Construction) Stage' in accordance with the Safety Health and Welfare (Construction) Regulations 2001.

You are requested to reply by.....

Your inability to accept will not prejudice your opportunity for tendering for further work under my/our direction, neither will your inclusion in the preliminary list at this stage guarantee that you will subsequently receive a formal invitation to tender for these works.

Yours faithfully,

.....



---

**APPENDIX C (PAGE 1 OF 4)**  
**PRE-QUALIFICATION QUESTIONNAIRE**

---

Issued by Agreement between the RIAI, the SCS and the CIF following the introduction of the Safety Health and Welfare at Work (Construction) Regulations 2001

Issue : No 2, July 1996

**SECTION 1    INFORMATION FOR APPLICANT WISHING TO PRE-QUALIFY**

Brief Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client: \_\_\_\_\_  
\_\_\_\_\_

Architect / Engineer / Project Manager:  
(Delete as appropriate) \_\_\_\_\_  
\_\_\_\_\_

Professional Quantity Surveyor: \_\_\_\_\_  
\_\_\_\_\_

Project Supervisor Design Stage: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approximate Size:	_____	Performance Bond Requirement:	_____ %
Other Indemnity:	€ _____	Insurance Requirements:	_____
		P.L. (Limit of Remarks):	_____

---

**APPENDIX C (PAGE 2 OF 4)**  
**PRE-QUALIFICATION QUESTIONNAIRE**

---

**SECTION 1    CONT'D**

Contract Form: \_\_\_\_\_

BOQ Method of Measurement: \_\_\_\_\_

No. of Tenderers: \_\_\_\_\_

Interview Location: \_\_\_\_\_

It is the intention of the Client to appoint / not to appoint the Contractor as the Project Supervisor for the Construction stage of the project. (Delete as appropriate)

Unsuccessful applicants will be advised, on written request, if their application has failed because sufficient data was not provided.

It is intended that the recommended Code of Good Practice, the Liaison Committee Practice Notes, should apply on any subsequent tender competition.

A Safety and Health Plan is / is not required; the Preliminary Safety and Health Plan will be provided at tender stage. (Delete as appropriate).

Signed : \_\_\_\_\_ Date \_\_\_\_\_

(Block) : \_\_\_\_\_

Title : \_\_\_\_\_

---

**APPENDIX C (PAGE 3 OF 4)**  
**PRE-QUALIFICATION QUESTIONNAIRE**

---

**SECTION 2 TO BE COMPLETED BY APPLICANT CONTRACTOR**

Contracting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

Legal Status: \_\_\_\_\_  
(Company (Ltd), Partnership, Sole Trader)

---

**Information required; please submit clearly marked**

- 1 A list of comparable projects of similar size, complexity and value completed in the past 5 years
- 2 Details of turnover for the past 3 years, per annum
- 3 A funder confirmation letter stating the applicant's ability to fund the project (very large projects only)
- 4 Applicant's management structure (organisation chart)
- 5 Management and technical resources
- 6 Plant and equipment resources
- 7 Applicant's safety policy
- 8 Applicant's quality policy
- 9 Trade Register Certificate, e.g. CIF Membership
- 10 (C2) Tax Certificate
- 11 Statement from Insurers that applicant can meet insurance requirements
- 12 Statement from a bondsman that applicant can meet bond requirements

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**APPENDIX C (PAGE 4 OF 4)**  
**PRE-QUALIFICATION QUESTIONNAIRE**

---

**SECTION 2    CONT'D**

---

- 13        Statement from an Operatives' Pension Scheme regarding the applicant's status.
  
- 14        Applicant to confirm that firm has a Safety Statement.

**Note:**        Architect / Engineer / Project Manager may delete information requirements (1 to 14) not required or may add project specific technical information.

**COMPETENCE**

This firm declares that it is competent to carry out the works described herein and has an adequate working knowledge of the requirements of the Safety Health and Welfare at Work Acts and Regulations current at the signing of this questionnaire and if appointed to do so, is insured and competent to perform the duties detailed in Regulations 6 and 7 of the Safety, Health and Welfare at Work (Construction) Regulations 2001.

Firm's Safety Officer  
(where appropriate):

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Safety Training  
(Industry Approved):

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---

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I Hereby confirm that all the foregoing is correct.

Signed:

Date:

---

Block :

---

Title :

---

---

The applicant understands that selection is at the sole prerogative of the client and that there is no obligation on the client to include an application on the tender list arising from the completion and submission of this form: The client undertakes to ensure that the Application's data is kept confidential and to treat all Applications equally and fairly.

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**APPENDIX D (PAGE 1 OF 2)**  
**APPOINTMENT OF PROJECT SUPERVISOR FOR CONSTRUCTION STAGE**

---

**Issued by the Liaison Committee**

Issue: No 3, October 2004

THIS AGREEMENT is made the (date) ..... day of (month) ..... (year) 20 .....

BETWEEN

1. [ ..... ] ("the Client")
2. [ ..... ] ("the Contractor")

RECITING

- a. By Tender of (date/month/year) ..... ("the Tender") the Contractor has offered to construct ..... ("the Project") on behalf of the Client.
- b. The Employer having accepted the Tender (or any modification thereof) the Parties have entered into an Agreement dated (date/month/year) ..... ("the Main Contract") by which the Contractor has undertaken to construct the Project on behalf of the Client.
- c. The Employer has appointed ..... as Project Supervisor for the Design Stage of the Project.
- d. The Contractor has included in the tender sum (or any modification thereof), for the provision of the services of Project Supervisor for the Construction Stage in respect of the Project pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2001 ("The Regulations").
- e. The Contractor has undertaken in the Tender, in consideration of the acceptance of the Tender (or any modification thereof), to enter into a Collateral Agreement to the Main Contract to provide the services of Project Supervisor for the Construction Stage pursuant to Regulations 6, 7 and 8 of the Regulations in respect of the Project.
- f. Having satisfied himself as to the Contractor's competence the Employer confirms the appointment of the Contractor as Project Supervisor for the Construction Stage of the Project and the Contractor his agreement to accept the Appointment.

---

**APPENDIX D (PAGE 2 OF 2)**  
**APPOINTMENT OF PROJECT SUPERVISOR FOR CONSTRUCTION STAGE**

---

**Issued by the Liaison Committee**

**Issue: No 3, October 2004**

NOW IT IS HEREBY CONFIRMED AND AGREED AS FOLLOWS.

1. The Employer hereby appoints the Contractor and the Contractor accepts the appointment as Project Supervisor for the Construction Stage of the Project as required by the Regulations.
2. The Contractor undertakes that he is competent to and shall perform the duties of the Project Supervisor for the Construction Stage as required by the Regulations.
3. The Employer shall pay to the Contractor any amount included in the Contract Sum in respect of this service adjusted as necessary in accordance with the provisions of the Main Contract.
4. This Agreement is collateral to the Main Contract.
5. The Contractor shall procure that the insurance cover required to be obtained and maintained by the Contractor pursuant to the provisions of of the Main Contract shall provide indemnity for the Employer in respect of any claim for bodily injury or property damage which the Contractor may incur by reason of the performance of the functions and duties of Project Supervisor for the Construction Stage of the Project.
6. In the event of the employment of the Contractor being determined under the conditions of the Main Contract, the employment of the Contractor under this agreement may also be terminated at the discretion of the Employer.
7. In the event of the termination of this agreement, the Employer reserves the right to use documents prepared by the Project Supervisor for the Construction Stage pursuant to and for use under this Agreement without prejudice to any lien on such documents against unpaid sums, provided always that such documents are used solely for the for the purposes of the Project and the preparation of the Safety File.

SIGNED

on behalf of the Employer in  
the presence of :

SIGNED

on behalf of the Contractor in  
the presence of :

---

**APPENDIX E (PAGE 1 OF 1)**  
**SPECIFICATION / BILLS OF QUANTITIES FOR HEALTH AND SAFETY CLAUSES**

---

Issued by Agreement between the RIAI, the SCS and the CIF following the introduction of the Safety Health and Welfare at Work (Construction) Regulations 2001

It is recommended that additional preliminary clauses are required to be included in tender documentation to take account of the Safety Health and Welfare at Work (Construction) Regulations 2001. Non-exhaustive examples of such clauses are set out below:-

1. The Contractor shall include for complying with the Safety Health and Welfare at Work Acts and Regulations current at the date of tender.
2. The Contractor shall be appointed by the Employer under a collateral agreement to the Main Contract as Project Supervisor for the Construction Stage in respect of the project pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2001. The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to Regulations 6 and 7 of the regulations.
3. The Contractor shall include for procuring that the insurance cover required to be obtained and maintained by the Contractor pursuant to Clauses 21 and 23(b) of the main contract shall provide indemnity in respect of any claim for bodily injury or property damage which the contractor may incur by reason of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project.
4. The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Construction Stage to enable the preparation and completion of the Safety File excluding drawings and specifications which shall be provided by the appropriate member of the design team and relevant nominated Sub-Contractors.
5. The Contractor shall include for providing assistance to the appropriate member of the design team (and to relevant nominated Sub-Contractors) in providing the latest issue of construction drawings for inclusion in the Safety File.

Additional clauses may be required for individual projects to take account of particular risks.

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**APPENDIX F (PAGE 1 OF 1)**  
**FORM OF FORMAL INVITATION TO TENDER**

---

Dear Sirs,

Following your acceptance of the invitation to tender for the above, I/we now have pleasure in enclosing the following:

- a. One copy of the Bill(s) of Quantities
- b. Specification.
- c. One copy of the drawings numbers .....
- d. \* One copy of the relevant statutory consents.
- e. Preliminary Health and Safety Plan
- f. The Form of Tender.

Will you please also note:

- 1. Drawings and details may be inspected at.....
- 2. The site may be inspected by arrangement with the Employer/Architect.
- 3. Tendering procedure will be in accordance with the principles of the current Code of Practice for Tendering and Contractual Matters as published by the Liaison Committee.
- 4. The Employer shall, at the request of the Contractor, prior to the execution of the Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfil his obligations under the Contract. Unless and until such reasonable evidence is furnished, the Contractor shall not be required to execute the Agreement or to commence the work.
- 5. The proposed date for commencement of the work is.....

The completed form of tender is to be sealed in the endorsed envelope attached and delivered or sent by post

To reach.....

Not later than.....hours on.....

Day of.....20.....

Tenders will be opened at a specified time or as soon as possible after the time stated for receipt of tender documents.

Please acknowledge receipt of this letter and enclosure and confirm that you are able to submit a tender in accordance with these instructions.

Yours faithfully,

Architect/Quantity Surveyor

**\* If the relevant statutory consents have not been obtained at the date of formal invitation to tender, item (d) shall be omitted and the following shall be inserted in place of item 5:-**

**“Application for the relevant statutory consents has/has not been made and the current intended date for commencement of the works is.....”**

---

**APPENDIX G (PAGE 1 OF 1)**  
**FORM OF TENDER**

---

Form of Tender (this Form of Tender is suitable for use only when a formal contract is entered into).

Tender for.....(description of Works)

To.....(Employer)

Sir(s),

I/we having read the Conditions of Contract and Bill(s) of Quantities delivered to me/us and having examined the drawings and specification referred to therein do hereby offer to execute and complete in accordance with the Conditions of Contract, the whole of the Works described for the VAT inclusive sum of:

€.....(words).....  
.....and within..... weeks (1) from the date of possession.

I/we agree that, should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the Priced Bill(s) of Quantities submitted by me/us, these errors will be dealt with in accordance with Clause 15 of the current Code of Practice for Tendering and Contractual Matters as issued by the Liaison Committee.

This tender remains open for consideration for.....weeks (1) from the date fixed for the submission of lodgement of tenders.

Dated this.....day of.....20.....

Name.....

Address.....  
.....

Signature.....

\* Witness.....

\* Witness.....

**APPENDIX H (PAGE 1 OF 1)**  
**NOTIFICATION TO NOMINATED SUB-CONTRACTORS**

Architect's name and address:

Job Reference:

Employer's name and address:

Issue Date

Nominated Sub-Contractor's name and address:

\_\_\_\_\_

I hereby inform you that in accordance with the terms of the Contract dated \_\_\_\_\_

for the works described as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a Certificate for Payment dated \_\_\_\_\_ has been issued for presentation to the Employer.

The Contractor:

\_\_\_\_\_

of:

\_\_\_\_\_

\_\_\_\_\_

has been directed that in the said certificate the following amount is due for the carrying on of the Sub-Contract, comprising

\_\_\_\_\_

\_\_\_\_\_

Sub-Contract total certified to date:	Previously certified	Amount included in the said Certificate
€	€	€

All amounts are exclusive of VAT. No account has been taken of retentions which the Contractor may withhold under the terms of the Sub-Contract, or and discount for prompt payment to which the Contractor may be entitled.

Signed .....  
 Architect

Member of the Royal Institute of the Architects of Ireland

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**APPENDIX I (PAGE 1 OF 1)**  
**FORM OF LETTER OF INVITATION TO NOMINATED SUB-CONTRACTORS**

---

Dear Sirs,

Project:

---

Sub-Contract for:

---

You are hereby invited to submit a tender for the above Sub-Contract in accordance with the attached conditions and documents.

The following documents are enclosed herewith and shall be returned with your tender:

- a. Form of Tender
- b. General Conditions of Contract
- c.\* Drawing(s) No.
- d.\* Specification
- e.\* Bill of Quantities
- f.\* Collateral Warranty
- g.\* Pro-forma Bond
- h.\* Main Contractor Programme

Tenders shall be returned to the Employer / Architect / Quantity Surveyor / Consulting Engineer / Contractor before ..... on  
..... and shall be clearly endorsed on the outside "Tender for .....  
.....  
.....

Yours faithfully,

\* Delete as necessary

---

## APPENDIX J (PAGE 1 OF 1) FORM OF TENDER FOR NOMINATED SUB-CONTRACT

---

Project: \_\_\_\_\_

Sub-Contract for: \_\_\_\_\_

To \_\_\_\_\_

1. We understand that the materials, goods and work, the subject of this tender, are or will be covered by a Prime Cost or Provisional Sum in the building Contract i.e. Agreement and Schedule of Conditions of Building Contract issued by RIAI in agreement with the CIF and the SCS hereinafter referred to as the Main Contract, entered into or to be entered into, by the Contractor and Employer. We understand that on acceptance of this tender by the Contractor (unless previously withdrawn due to reasonable objection to the Contractor where he has not been appointed at the date of this tender) we shall become a Nominated Sub-Contractor under the Main Contract and shall enter into a formal Sub-Contract which shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as those for which the Contractor is liable in respect of the Main Contract. We understand that the Conditions contained in the Main Contract shall override all Conditions to the contrary contained in the Sub-Contract.

2. We hereby undertake to:

2.1 Execute and complete the works described in the tender documents and to comply with the Conditions thereof for the sum of \_\_\_\_\_ (€ exclusive of Value Added Tax).

This sum includes all statutory tariffs, taxes and duties and is inclusive of 5% discount for prompt payment to the Contractor and exclusive of any commission, trade or other discount, or Value Added Tax.

2.2 Enter into the Collateral Agreement between Employer and Sub-Contractor issued by the RIAI in agreement with the CIF and the SCS and drawn up by the Liaison Committee.

2.3 \*(a) Begin the works at such time as the Contractor may reasonably require but not less than \_\_\_\_\_ weeks from the date of written acceptance of the tender and complete the whole of the work within a total of \_\_\_\_\_ weeks from the date upon which the work is required to be started on site.

\*(b) Commence and complete the work in accordance with the Contractor's programme.

3. Name of Tenderer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

\* Delete as necessary

---

**APPENDIX K (PAGE 1 OF 2)**  
**GENERAL CONDITIONS AND CONTRACT PARTICULARS FOR SUB-CONTRACT**  
**PURPOSES**

---

**1. Main Contract:**

The accepted tenderer shall be a Nominated Sub-Contractor under the Articles of Agreement and Conditions of Contract issued by the Royal Institute of the Architects of Ireland in agreement with the Construction Industry Federation and the Society of Chartered Surveyors 20... Edition.

- \*(a) where quantities form part of the contract
- \*(b) where quantities do not form part of the contract

**2. Sub-Contract:**

The Sub-Contract between the Contractor and the Sub-Contractor shall not conflict with the Main Contract and shall be one

- \*(a) where quantities form part of the contract
- \*(b) where quantities do not form part of the contract

The designated date for the purpose of the Sub-Contract for the Price Variation Clause shall be \_\_\_\_\_

**3. Main Contract, Parties and Consultants:**

Employer: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Structural Engineer: \_\_\_\_\_  
Services Engineer: \_\_\_\_\_  
Quantity Surveyor: \_\_\_\_\_  
Main Contractor: \_\_\_\_\_

**4. Appendix to Main Contract:**

The appendix to the Conditions of the Main Contract is completed as follows:

- Clause 1 (a) Designated Date
- Clause 22 (b) Percentage for Professional Fees
- Clause 22 (b) Cost of Site Clearance
- Clause 23(d)(i) Minimum Sum for Employer's Liability
- Clause 23 (e) (ii) Minimum Sum for Public Liability Insurance
- Clause 28 Date for Possession
- Clause 28 and 29 (a) Date for Completion
- Clause 29 Liquidated and Ascertained Damages
- Clause 31 and 35 (i) Defects Liability Period
- Clause 35 (b) Period of Interim Certificates
- Clause 35 (b) Time for Issue of Interim Certificates by the Architect
- Clause 35 (e) Percentages of Certified Value Retained
- Clause 35 (e) Limit of Retention Fund
- Clause 35 (g) Joint Account Retention Fund
- Clause 35 (h) (iii) Period of Final Measurement
- Clause 35 (i) Period of Serving Notice of Arbitration

Any other details of the Main Contract, if required, may be obtained from the Architect or Quantity Surveyor and the Sub-Contractor will be deemed to have made himself familiar with all aspects of the Main and Sub-Contracts which effect his tender.

\* Delete as necessary

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**APPENDIX K (PAGE 2 OF 2)**  
**GENERAL CONDITIONS AND CONTRACT PARTICULARS**

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**5. General Attendance:**

The Sub-Contractor shall be provided with General Attendance, free of charge. General Attendance shall include only:-

- a. The use of the Contractor's temporary roads, hardstandings.
- b. The use of standing scaffolding.
- c. The use of standing power operated hoisting plant.
- d. The provision of temporary lighting and water supplies.
- e. Clearing away rubbish.
- f. Provision of space for the Sub-Contractor's own offices and for the storage of his plant and materials.
- g. The use of mess rooms, sanitary accommodation and welfare facilities.

**6. Special Attendance:**

The Sub-Contractors will be provided with the following Special Attendances, free of charge:-

- a. \* Temporary access roads and hardstandings required in connection with structural steelwork, pre-cast concrete components, piling, heavy items of plant - description of traffic to be catered for, width of carriageway, extent of access way to be provided and remedial works to be carried out to the trafficked areas.
- b. \* Weatherproof covered storage and accommodation – floor area to be provided together with details of any enhancements required such as minimum eaves heights, lighting levels, power supply requirements, heating, ventilation, water and drainage services and, where a requirement, site location.
- c. \* Power supplies giving the phase and maximum electrical loading to be allowed for – the nominated sub-contractor shall be deemed responsible for the provision of transformers and temporary distribution cabling unless otherwise stated in the description.
- d. \* Scaffolding the area of elevation or, in the case of ceiling access, the area to be scaffolded. Where access towers care to be provided the number, size and height of the towers shall be stated. The provision of scaffold boards and ladders and of all certification required for safe use shall be deemed to be included.
- e. \* Unloading, hoisting and distributing – the size and weight of the items and their destination in the work shall be described.
- f. \* Maintenance of specific temperature and humidity levels – the required temperatures and humidity levels shall be stated. The provision of plant and all necessary fuel/power supplies shall be deemed to be included. Any restrictions on the use of the permanent mechanical installation of the building shall be stated.
- g. \* For all other special attendance items to be provided by the Contractor, the scope of the work required of the Contractor shall be detailed in the description .....

*Anything not provided free of charge as above is deemed to be provided by the Sub-Contractor in the tender sum.*

**7. Other Particulars:**

The tenderer will be deemed to have satisfied himself concerning any other particulars which may effect his tender.

**8. Endorsements:**

Any Conditions appended by the tenderer to his tender which are at variance with the Conditions set out, may result in the tender being disregarded.

**9. Acceptance:**

The lowest or any tender will not necessarily be accepted. No tenderer will be remunerated for any expense incurred in making up his tender.

\* Delete as necessary







