

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

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- 3.1 Bills of Quantities should always be used 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 Safety and Health Plan must always accompany the Bills of Quantities and other tender documents sent to the Contractors.
- 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 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 (RAI 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 together with the preliminary Safety and Health Plan.
- 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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**APPENDIX B (PAGE 1 OF 2)**  
**FORM OF PRELIMINARY ENQUIRY FOR INVITATION TO TENDER**

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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 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 questionnaires' outlining your competence as contractor and your competence to fulfil the role of Project Supervisor Construction Stage in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2006.

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

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**10. SAFETY, HEALTH AND WELFARE AT WORK LEGISLATION**

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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 legislation during the Construction Stage of a project.

10.1.1 Form of Pre-qualification questionnaire (Appendix C).

10.1.2 Contractor's Declaration of Competence (Appendix D).

10.1.3 Form of Agreement for Appointment of Project Supervisor for Construction Stage (Appendix E).

10.1.4 Specification/Bills of Quantities Clauses for Health and Safety (Appendix F).

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

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**Issued by Agreement between the RIAI, ACEI, EI, SCS and the CIF**

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

Brief Description of Work:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
Client:	<hr/> <hr/> <hr/> <hr/>		
Architect / Engineer / Project Manager: (Delete as appropriate)	<hr/> <hr/> <hr/> <hr/>		
Professional Quantity Surveyor:	<hr/> <hr/> <hr/> <hr/>		
Project Supervisor Design Process	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
Approximate Size:	<hr/>	Performance Bond Requirement:	<hr/> %
Other Indemnity:	€ <hr/>	Insurance Requirements:	<hr/>
		P.L. (Limit of Remarks):	<hr/>

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

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**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 Liaison Committee Code of Practice for Tendering and Contractual Matters 2006 should apply on any subsequent tender competition.

Where a preliminary Safety and Health Plan is required by the Regulations it will be provided.

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

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

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

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

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

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

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

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

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

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

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**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
13. Statement from an Operatives' Pension Scheme regarding the applicant's status.
14. Knowledge of construction, particularly in relation to projects of a similar nature or complexity.
15. Schedule of relevant staff indicating staff qualifications, training (including safety and health training) and experience.
16. Evidence of a functioning Safety Management System.
17. Submit Evidence of Regulatory Compliance

Note: Architects/Engineer/Project Manager may delete information requirements (1-17) if not required or may add project specific or technical information.

**Competence to act as Project Supervisor Construction Stage  
Information required, please submit clearly marked:**

1. Knowledge of construction, particularly in relation to projects of a similar nature or complexity
2. Schedule of relevant staff indicating staff qualifications, training (including safety and health training) and experience.
3. Safety and Health experience on similar projects:
  - a. Experience of working with and coordinating the activities of different contractors and acting as a liaison between the construction phase and the design function;
  - b. Experience of developing the Safety and Health Plan.
4. Experience in developing and monitoring compliance with Safety and Health Plans;
5. Evidence of a functioning safety management system
6. Evidence of Regulatory Compliance

Note: Architect/Engineer/Project Manager may delete information requirements (1-6) not required or may add project specific technical information.

Information should be submitted separately (duplicated if necessary) from Contractor's Competence List.



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**APPENDIX D (PAGE 1 OF 1)**  
**CONTRACTOR'S DECLARATION OF COMPETENCE**

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1. The Contractor represents and warrants to the Client that the Contractor has the competence to carry out the Works and has allocated or will allocate sufficient resources to enable it to comply with the requirements and prohibitions imposed on the Contractor by or under the relevant statutory provisions.
2. In this appointment, competent person, reasonably practicable and relevant statutory provisions are construed according to Section 2 of the Safety, Health and Welfare at Work Act 2005.

SIGNED

On behalf of the Contractor  
in the presence of:

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

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Issued by the Liaison Committee  
Issue: No 4, April 2007

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 Client 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 Client has appointed ..... as Project Supervisor for the Design Process.
- 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 2006 (“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 the Regulations in respect of the Project.
- f. Having satisfied himself as to the Contractor’s competence and resources the Client confirms the appointment of the Contractor as Project Supervisor for the Construction Stage of the Project and the Contractor confirms his agreement to accept the Appointment.

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

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**Issued by the Liaison Committee**

NOW IT IS HEREBY CONFIRMED AND AGREED AS FOLLOWS:

1. The Client hereby appoints the Contractor and the Contractor accepts the appointment as Project Supervisor for the Construction Stage in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2006 (the Construction Regulations) for the Project.
2. The Contractor represents and warrants to the Client that the Contractor is competent and will allocate adequate resources to enable it to perform its duties as Project Supervisor for the Construction Stage under the Construction Regulations.
3. The Client 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 the Main Contract shall provide indemnity for the Client 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 Client.
7. In the event of the termination of this agreement, the Client 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.
8. In this appointment, competent person, reasonably practicable and relevant statutory provisions are construed according to Section 2 of the Safety, Health and Welfare at Work Act 2005.

SIGNED

On behalf of the Client  
in the presence of:

SIGNED

On behalf of the Contractor  
in the presence of:

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

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**Issued by Agreement between the RIAI, ACEI, EI, SCS and the CIF following the introduction of the Safety, Health and Welfare at Work Construction Regulations 2006**

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 2006. 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 term “temporary works” shall mean all temporary works of every kind required for the construction and completion of the works; it shall include temporary works to support and ensure the stability of the partially completed permanent works and of adjoining structures and lands, as well as such matters as trench shoring, scaffolding, propping, working platforms, gangways, access stairs and landings.
- 3.. The Contractor shall be responsible for the design of Temporary Works and the Consultant Architect/Engineer shall be responsible for the design of the Permanent Works.
4. The Contractor shall be appointed by the Client 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 2006. The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to the Regulations.
5. 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.
6. The Contractor shall deliver his and his subcontractors’ elements of the Safety File to the Project Supervisor Design Process (PSDP) at practical completion of the project.

Additional clauses may be required for individual projects.

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

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Dear Sirs,

Project:

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Sub-Contract for:

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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
- i. Preliminary Safety & Health Plan

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

Yours faithfully,

\* Delete as necessary