



Guidance on Procuring Consultants for Small Works

Projects with capital value of €1 million or less

4th Edition, October 2021

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1. Introduction

1.1 Main Changes from 3rd Edition, April 2016

The following are the main changes in this edition compared to the 3rd Edition April 2016:

- (a) Further clarifications included regarding “Appropriate Consultants for Type of Work” (see 1.5).
- (b) Threshold for consultancy services by Building Surveyors increased from €500,000 to €750,000.
- (c) Requirements for Criterion 1 clarified.
- (d) Template letter to Unsuccessful Tenderers (Appendix H) amended.
- (e) Other minor amendments and updates (all amended text in dark red colour)

1.2 General Principles for Devolved Projects

The Department of Education provides grant aid to School Authorities for the delivery of small works via Devolved delivery. A devolved project allows individual school authorities the means to address their approved accommodation and building priorities with a guaranteed amount of funding and gives them day to day control of their building project. It is a central tenet of the devolved schemes that responsibility for the management of a project, including cost control, start and completion dates, rests with the School Authority.

Where applications are being made by School Authorities under a particular scheme (e.g. Summer Works Scheme, or Emergency Works) the inclusion of a Technical Report with the application is an essential requirement of the application process. For other small works under such schemes as Additional Accommodation or Prefabricated Accommodation Replacement, funding approval is based on determination of need and a technical report is generally not required.

This document sets out the procedures to be followed for the Engagement of Consultant(s) for Small Works (including Summer Works and Emergency Works projects) and should be read in conjunction with the Administrative Procedures governing the particular Scheme.

For details of the terms and conditions of a particular scheme refer to the documentation issued with the relevant scheme.

1.3 Definitions

For the purpose of this document the term School Authority means the Board of Management or other body legally entrusted with the management of the School.

A Design Team refers to all the professional advisors engaged by the School Authority for the project.

1.4 Scope of Professional advice

The engagement of appropriate professional advice is essential for both (a) the **preparation of the initial technical reports** ([Section 2 below](#)), and (b) **all other technical advice for construction projects** ([Section 3 below](#)). **These are two separate appointments.**

(a) Professional Advice for a Technical report

When engaging professional advice for the preparation of a report, the School Authority must appoint the relevant consultant for that task only and must not enter into any commitments regarding an overall appointment or fees for works other than the preparation of the report and must make this clear to the Consultant before the appointment is made.

(b) Professional Advice for Construction Projects

For most projects with an estimated construction value of less than €500,000 (excl. VAT) a full design team is not normally required. Unless the project is particularly complex and difficult, the appointment of a single Consultant (with relevant advice from other disciplines) may be appropriate.

To ensure that the School Authority obtains value for money and keeps control of costs at all stages through the project it is recommended that, for projects below €500,000, the Consultant's scope of works includes buying in the advice of a Registered Quantity Surveyor, who will provide independent building cost control services.

For projects with an estimated construction value between €500,000 and €1,000,000 exclusive of VAT the appointment of a single Consultant is not considered appropriate. For projects in this category an Architect led Design Team should be appointed (i.e. a Registered Architect with bought in services in the quantity surveying, building services, civil/structural engineering disciplines). There may be exceptions to this in the case of projects comprised entirely of specialist works such as mechanical and electrical works, structural repairs or civil engineering works where a single consultant may still be appropriate; however, in these cases it is essential that the services of a quantity surveyor are bought in to ensure proper cost control.

For projects up to €750,000 (excl. VAT) in value the Design Team may be led by a Registered Building Surveyor with bought in services as required in the quantity surveying, building services and civil/structural engineering disciplines.

The Building Control (Amendment) Regulations 2014 are an important statutory requirement intended to improve the standard of building construction in Ireland and came into force on 1st March 2014. These regulations apply, in most cases, to each of the categories of projects above. For more information see [Section 3.3](#) and [Appendix A](#) herein.

Whether for the preparation of a report or for professional services including design and contract supervision, the appropriate consultants to be appointed (and the range of appropriate professional advice) will vary from project to project.

Refer to [Technical Reports and Consultants for Construction Projects](#).

1.5 Appropriate Consultants for Type of Work

Whether for a report or for a construction project, the School Authority must select an appropriate consultant (an individual consultant or a consultancy firm) for the type of work being recommended as follows:

- Additional Accommodation greater than €500,000 (both permanent and pre-fabricated), with a substantial element of Design. (Projects with a substantial element of design include projects where there are implications for the future development of the school (e.g. a major Project is in Architectural Planning or is envisaged within the medium term) or projects with a conservation element.)
 - The consultant must be a Registered Architect (not a Chartered Engineer, Registered Building Surveyor or Registered Quantity Surveyor).
- Straight forward Additional Accommodation less than €750,000 and greater than 200m² (both permanent and pre-fabricated)
 - The consultant may be a Registered Architect or a Registered Building Surveyor (but not a Mechanical & Electrical Engineer, Chartered Civil/Structural Engineer or Registered Quantity Surveyor).
- Straight forward additional Accommodation less than 200m² (both permanent and pre-fabricated)
 - The consultant may be a Registered Architect, Chartered Civil/Structural Engineer, or a Registered Building Surveyor (but not a Mechanical & Electrical Engineer or Registered Quantity Surveyor).
- Repairs/remedial works related to the fabric of the building (e.g. major roof repairs, windows, toilet refurbishment/up-grade, H&S works, etc.)
 - For works greater than €750,000 or complex projects, the consultant must be a Registered Architect
 - For works without particular complexity less than €750,000, the consultant may be a Registered Architect, Chartered Civil/Structural Engineer, or Registered Building Surveyor (but not a Mechanical & Electrical Engineer or Registered Quantity Surveyor).
- Site works, drainage, structural integrity of the building
 - If the major element of the work comprises site works or drainage (e.g. car-parking, traffic management, effluent treatment, etc.), or to the structural integrity of the building (e.g. structural defects, concrete spalling etc.) the consultant must be a Chartered Civil/Structural Engineer (not a Registered Architect, M&E Engineer, Registered Building Surveyor or Registered Quantity Surveyor)
- Mechanical or Electrical Works
 - If the report refers to Mechanical or Electrical Works (e.g. Boiler, Heating installation, Electrical Installation, Fire alarm, etc.) a Building Services Engineering (Mechanical & Electrical) Consultancy Practice with a Chartered Engineer at director/ management level, qualified in the specific discipline (note general mechanical engineering qualifications are not appropriate for electrical projects) to complete final quality

assurance checks and sign off, must be directly appointed. No other consultant is acceptable for this work and no subcontracting of this work is permitted.

- The consultant must have appropriate Professional Qualifications, Professional Indemnity Insurance Cover and previous experience in consultancy service of a similar nature. Architects, Building Surveyors and Quantity Surveyors must be registered and Engineers (both Civil/Structural and Building Services engineers) must be chartered. See below and also 4.5, "[Validating the Preferred Tenderer's Suitability](#)".
- The Consultant appointed for the preparation of a report must be Chartered or Registered in the appropriate discipline (see above for appropriate discipline). A Consultant who proposes to act solely in a Project Management type role and who has to buy in the services of another Consultant to prepare the actual report is not acceptable (see also 2.2).
- The Consultant appointed for the project must be Chartered or Registered in the required discipline and must act as the lead consultant on the project, taking full responsibility for design and certification as required. Unregistered or non-chartered consultants who are leading consultancy firms and buying in registered or chartered expertise to sign certificates or certify on behalf of the firm are not acceptable.
- In the case of multi-disciplinary practices:
 - The firm must have a principal (i.e. director or partner in the firm) who meets the qualification requirements under the Building Control Act 2007 for the category of work being applied for.
 - That person must be responsible for the quality and standard of service provided to the Department of Education for the particular service, on behalf of the firm.
 - If a firm provides more than one discipline on the project, a separate director meeting the qualification requirement for the relevant discipline must be responsible to the Department of Education for each particular service, on behalf of the firm.
 - Where a practice title includes the disciplines provided, all disciplines provided must be named.
- Consultants that are also works contractors will be considered to have a conflict of interest and will therefore not be eligible to tender for consultancy services for school projects funded by the Department of Education.
- It should also be noted that under the Building Control Act 2007, a body corporate, firm or partnership carrying on business under a name, style or title containing the word "architecture" must be under the control and management of a registered professional architect, i.e. at least one of the directors must be a registered architect.
- The same applies to the title "Quantity Surveying" and "Building Surveying", i.e. a body corporate, firm or partnership carrying on business under either of these titles must be under the control and management of a registered Quantity Surveyor (in the case of the former) or a registered Building Surveyor (in the case of the latter).
- The registration of Engineers as Chartered Engineers is governed by the Institution of Civil Engineers of Ireland (Charter Amendment) Act, 1969.
- The websites of the professional bodies include search facilities for checking the qualification status of members, including, in the case of Architects, Building Surveyors and Quantity Surveyors, their registration number. The following are the relevant professional bodies:

Architects	Royal Institute of the Architects of Ireland (RIAI)
Building Surveyors	Society of Chartered Surveyors Ireland (SCSI)
Quantity Surveyors	Society of Chartered Surveyors Ireland (SCSI)
Building Services Engineers	Engineers Ireland (IEI) and Association of Consulting Engineers of Ireland (ACEI)
Civil/Structural Engineers	Engineers Ireland (IEI) and Association of Consulting Engineers of Ireland (ACEI)

2. Technical Reports

2.1 Appropriate Consultants for Technical Reports

The School Authority should refer to the documentation issued with the relevant Department Circular for advice on the scope of the technical report required.

When engaging professional advice for the preparation of a report, the School Authority must select an appropriate consultant (an individual consultant or a consultancy firm) for the type of work being recommended. Refer to 1.5 “Appropriate Consultants for Type of Work” above.

The School Authority must appoint the relevant consultant for that task only.

The School Authority must not enter into any commitments regarding an overall appointment or fees for works other than the preparation of the report and must make this clear to the Consultant before the appointment is made.

When a School Authority engages professional advice to assist in the preparation of the initial technical report, the cost must be met in full out of the school's own resources.

The appointment of a Project Supervisor (Design) Process is not normally required for the preparation of a report.

2.2 Procurement of Consultants for Technical Reports

Where applications are being made by School Authorities under a particular scheme (e.g. Summer Works Scheme, or Emergency Works) the inclusion of a Technical Report with the application is an essential requirement of the application process. For other small works under such schemes as Additional Accommodation or Prefabricated Accommodation Replacement, funding approval is based on determination of need and a technical report is generally not required.

The Fee for the Technical Report must be a lump-sum fee (ex VAT). A lump-sum fee means a fixed price in Euros.

The School Authority is required to:

- Seek a minimum of at **least 5 quotes** in writing or by email (from suitable consultants, see 1.5) so that a minimum of 3 written quotations will be received. It is necessary to contact prospective consultants to establish their interest in tendering before seeking quotations to ensure that at least three competitive quotations will be received.
- Consider any Consultant (being qualified in the appropriate discipline) who has expressed an interest in tendering for the project (e.g. by writing or emailing the school), and where that Consultant meets the minimum standard required, that Consultant must be included on the list of firms from whom quotes are to be obtained. (There is no upper limit on the number of Consultants permitted to submit quotes.)
- Allow a reasonable time for submission of quotations. In general a minimum of 7 - 10 working days should be given to allow time for visiting the site and preparing the report (in the case of emergency works it may be necessary to agree a shorter period with the tendering consultants).

Where an on-line application system is the required method for submitting applications to the Department by School Authorities (e.g. Summer Works Scheme) a Consultant's Report Template will be available to the School Authorities through the Esinet portal. This Template should be brought to the attention of consultants invited to tender for the preparation of the required technical report.

To enable the School Authority to assess which firm to engage it is recommended that the following information be requested from the Consultants under consideration for the work:

- Evidence of experience in projects of a similar nature (either in the preparation of reports or carrying out the work), including experience in estimating costs.
- A VAT inclusive all-in lump-sum fee (including buying-in other services as required, plus all expenses).
- A list of the relevant other services where required, (including Quantity Surveying Services) which will be bought in for the preparation of the Technical Report, and confirmation that those service providers will be qualified professionals in the relevant discipline.
- A brief summary of the scope of work covered by the above lump-sum fee, including confirmation as to whether the Building Control (Amendment) Regulations 2014 will apply to the project if it proceeds, and a timescale for the delivery of the report.

In general a single consultant, with qualifications appropriate to the main body of the work being proposed (see 1.5), is all that is required for the preparation of a report. However, where the proposed works are complicated in nature the tendering consultant may need to buy in additional expertise outside his/her own area of competence, e.g. a roof replacement project where the building's electrical or mechanical services are affected, an architect will need the expertise of a Building Services Engineer in order to complete the report and this should be included in the lump sum fee. The buying in of additional expertise, if necessary, is a matter for the tendering consultant.

To award the contract for the preparation of a report the School Authority should first examine all tenders received. In general, the contract should be awarded to the tenderer who has submitted the lowest price if the School Authority is satisfied that this tenderer meets the following minimum standards:

- is properly qualified,
- has experience of similar projects,
- has addressed the need, or otherwise, for additional bought-in expertise and
- has given a brief summary of the service to be provided for the tender sum.

Only in cases where little or no information has been provided to address the above points should the lowest tenderer be by-passed.

Where identical lowest prices have been tendered by more than one consultant, the contract should be awarded to the tenderer that most exceeds the minimum standards.

If a consultancy firm is under consideration for appointment, the School Authority should also seek confirmation of appropriate Professional Qualifications, Professional Indemnity Insurance and Employer's Liability Insurance. See also [validating the preferred tenderer's suitability](#)

If fewer than 5 firms submit tenders, the Contracting Authority should only proceed with an award if it considers that there has been genuine competition and that the tender being considered for acceptance represents value-for-money.

For a technical report (as above) a formal contract is not required. A simple letter of appointment summarising the agreed scope of work should suffice. The level of fee (in Euros, not %) should be confirmed in the letter of appointment and must relate to the preparation of that report only.

A standstill period is not required before awarding the contract.

Out of courtesy an email should be sent to the unsuccessful tenderers explaining briefly why they were not awarded the contract (e.g. your tender was not the lowest price, or, you did not meet the qualification requirements, or, while your tender was joint lowest with another tenderer your experience of similar projects was not as great as the successful tenderer / you did not address the need to buy in other services / you did not give a brief summary of the service to be provided).

If there is the possibility that there could be interest from another jurisdiction (e.g. Northern Ireland) it is important to ensure that the principles of Transparency and Non-Discrimination under the Treaty of Rome are observed.

3. Consultants for Approved Construction Projects

3.1 General

For all projects the engagement of appropriate professional advice is essential. On receipt of a letter approving funding for a particular project, the School Authority may then commence the process to appoint an appropriate consultant.

School Authorities are not allowed to appoint a consultant for the project (other than for the initial Technical Report) until funding for the project has been approved.

The appointment of an appropriate consultant for the project (i.e. the design and contract supervision stage) is a separate appointment process to the engagement of a consultant for the Technical Report.

School Authorities are not allowed to extend the appointment of the consultant for the Technical Report to include the design and contract supervision stages. A separate tender process must take place.

For most small works projects a full design team with each member separately appointed is not required. Unless the project is particularly complex and difficult, the appointment of a single consultant may be appropriate as long as relevant advice from other disciplines (e.g. Quantity Surveyor, Structural Engineer, M&E Engineer, Architect or other relevant discipline) is included as part of the consultant's service (see also [Section 1.4](#) above).

When engaging professional advice for a building project (including temporary accommodation or repairs), the School Authority must select an appropriate consultant (an individual consultant or a consultancy firm) for the type of work being recommended. Refer to [Appropriate Consultants](#) for type of work above.

The Fee for the consultancy appointment must be a lump-sum fee (ex VAT). A lump-sum fee means a fixed price in Euros and must include the cost of "buying in" the relevant advice of other disciplines (including Quantity Surveying Services).

When funding has been approved and a School Authority engages professional advice to carry out a building project the cost of such professional services (including VAT and all expenses) must be met in full out of the approved grant.

3.2 Project Supervisor Design Process (PSDP).

For all construction projects it is a legal requirement to appoint a competent person to act as Project Supervisor (Design) Process. This is a separate appointment with a separate fee that should reflect the nature and complexity of the project. [See Section 5 [Project Supervisor \(Design\) Process](#)]

3.3 Building Control (Amendment) Regulations 2014

Compliance with the Building Control (Amendment) Regulations 2014 is also a legal requirement from 1st March 2014. The overall objective of these Regulations is to achieve better building construction and to ensure that all involved in the construction process and the regulatory system work effectively to achieve this. These Regulations place particular responsibilities on the Building Owner, Designers and Builders and require the appointment by the Building Owner of an Assigned Certifier whose job it is to inspect the building works during construction, to co-ordinate the inspection activities of others, and to certify the building or works on completion.

The BC(A)R apply to all new build and extension projects (except extensions to dwellings less than 40m² in floor area) and to all projects that require a Fire Safety Certificate. For the majority of projects under the Summer Works Scheme and for many Emergency Works projects the BC(A)R may not apply; however, they will apply to all projects under the Additional Accommodation Scheme and the Prefab Replacement Scheme..

In the case of refurbishment/repair type projects, if the Technical Report prepared for the project does not confirm whether the BC(A)R applies you should check with the Consultant who prepared the report.

For projects covered by this guidance and where BC(A)R applies, the appointed Consultant will act as Assigned Certifier and the cost of providing this service will be included in the tendered fee.

For more information on the Building Control (Amendment) Regulations 2014 see [Appendix A](#) herein.

3.4 Advertising Requirements.

The following requirements apply:

- When the aggregated estimated value (total fees) of all consultancy appointments for a project is **greater than €50,000 (excluding VAT)** (In general this category of projects is where the grant allocation is between €550,000 and €1,000,000) the tender opportunity must be advertised on www.eTenders.gov.ie using the procedure outlined in [Section 4.3](#) below.
- When the aggregated estimated value (total fees) of all consultancy appointments for a project is **below €50,000 (excluding VAT)** the consultancy appointments do not have to be advertised on www.eTenders.gov.ie and the school authority can seek 5 quotations as per [Section 4.2](#) below.
- If there is the possibility of cross-border interest you must place an advertisement in www.eTenders.gov.ie even if the aggregated estimated value (total fees) is below €50,000 (excluding VAT).

4. Seeking Tender Submissions

4.1 Competitive Tender Process

All consultants for projects are procured by a competitive tender process using tender assessment criteria that include quality of service as well as price. There are four criteria in all, with a total of 100 marks available, to be assessed. Three of these relate to the quality of service and have 70 marks allotted to them. These are detailed in the Tender Proposal Form at [Appendix E](#) to which tenderers must respond and are also repeated in Section 4.2 and 4.3 below. The fourth criterion is price to which 30 marks is allotted. The tenderers price is indicated in the Form of Tender ([Appendix D](#) herein).

4.2 Projects where the aggregated estimated value (total fees) of all consultancy appointments for the project is below €50,000 (excluding VAT).

In general this category of projects is where the grant allocation is €550,000 or less.

- Seek a minimum of at least 5 tender submissions in writing or by email (from suitable consultants) so that a minimum of 3 tender submissions (in writing or by email) will be received (including VAT).
- Consider any Consultant (being qualified in the appropriate discipline) who has expressed an interest in tendering for the project (e.g. by writing or emailing the school), and where that Consultant meets (or declares that they meet) the minimum standard required, that Consultant **must** be included on the list of firms from whom tender submissions are to be obtained.
- (There is no upper limit on the number of Consultants permitted to submit tender submissions.)
- Before issuing tender documents it is necessary to contact all of the firms from which tenders are being sought and establish their interest in tendering for the project. If some firms are not interested in tendering it may be necessary to contact additional firms in order to ensure an adequate tender response.

To seek tenders the School Authority should send the following documents to their selected list of a minimum of five consultants (being qualified in the appropriate discipline) including all the consultants who have contacted the school (in writing or by email) wishing to be included on the Tender List.

- Letter of Invitation to Tender (see Sample Invitation to Tender letter at [Appendix B](#)).
- A brief outline of the proposed project including any relevant information (such as the size, nature and scope of the project or any particular constraint or difficulty which in the view of the School Authority may influence the project). (This may be included in the Letter of Invitation or appended to it as a separate document.)
- A copy of the Technical Report (if applicable), (excluding the insurance details of the Consultant who prepared the report), and the approval letter from the Department (including appendices 2, 3 and 4 which accompany the letter of approval).
- A copy of the Form of Tender at ([Appendix D](#), and
- A copy of the Tender Proposal Form [Appendix E](#).

[Appendix D](#) and [Appendix E](#) are available for downloading as separate Word documents on the Department's website at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Appointment of Consultants > Small Works.

The covering email/letter should include the time and date for return of Quotes/Tender Submissions (allow at least 2 weeks).

It should also say that tender submissions must be in the format described in the Tender Proposal Form.

The tender submissions (returned by the consultants) should comprise:

- The Form of Tender and declaration at [Appendix D](#) signed by a member of the firm.
- The Tender Proposal form at [Appendix E](#) signed by a member of the firm including:
 - The Project Service, i.e. **a comprehensive schedule of the services to be provided and the resources to be applied and allowed for in the tendered fee**, the name of the qualified person within the firm who will undertake the work, and a list of the relevant other services required (including Quantity Surveying Services) which will be bought in, including confirmation that those service providers will be qualified professionals in the relevant discipline (See [Section 1.5](#) above). *[Even for relatively low value small projects it would be unusual for a single consultant to be equipped to provide all the services required, for example a relatively small extension project will require the bought in services of a Structural/Civil Engineer to carry out structural design calculations.]*

Where the Building Control (Amendment) Regulations 2014 apply to the project, a commentary is required on how the firm intends to comply with these regulations, including acting as Design Certifier and Assigned Certifier and, as Assigned Certifier, drawing up and implementing an Inspection Plan for the project, as part of the overall service to be provided (25 marks available).

- A brief commentary on why the firm is competent to carry out the works and the skills they will bring to the project and the experience they have of delivering projects of a similar size, nature and complexity within the last 7 years (25 marks available).
- How the firm will deliver the project including how the project will be completed on time and within budget, and in the case of additional accommodation how it will be carried out without adversely affecting future expansion (20 marks available).

No other information is necessary or should be considered.

4.3 Projects where the aggregated estimated value (total fees) of all consultancy appointments for the project is above €50,000 (excluding VAT).

In general this category of projects is where the grant allocation is between €550,000 and €1,000,000.

- The School Authority must advertise the tender opportunity on www.eTenders.gov.ie and upload all information in accordance with the **Step by Step Guide to Using eTenders**.
- Where any Consultant (being qualified in the appropriate discipline) has expressed an interest in tendering for the project (e.g. by writing or emailing the school), and where that Consultant meets (or declares that they meet) the minimum standard required, that Consultant **must** be notified that a contract notice has been uploaded on the eTenders website from which, upon registering their interest, all necessary tender instructions and documentation can be obtained.
- (There is no upper limit on the number of Consultants permitted to submit tender submissions.)
- In order to ensure an adequate tender response it is advisable to contact any suitably qualified firms that may be known to the School Authority, or that may have worked successfully for the School Authority in the past, and advise them of the tender opportunity to be accessed through eTenders.

The School Authority should attach the documentation as listed below to the contract notice to be uploaded on eTenders.

Appendix D and **Appendix E** are available for downloading as separate Word documents from Department's website at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > *Appointment of Consultants* > *Small Works*.

- Letter of Invitation to Tender (see Sample Invitation to Tender letter at **Appendix C**).
- A brief outline of the proposed project including any relevant information (such as the size, nature and scope of the project, or any particular constraint or difficulty which in the view of the School Authority may influence the project). (This may be included in the Letter of Invitation or appended to it as a separate document.)
- A copy of the Technical Report (if applicable), (excluding the insurance details of the Consultant who prepared the report), and the approval letter from the Department (including appendices 2, 3 and 4).
- A copy of the Form of Tender at **Appendix D**, and
- A copy of the Tender Proposal Form **Appendix E**.
- The School Authority at all times may choose to engage a separate PSDP (not being the main Consultant for the project). If the School wishes to engage a separate PSDP they should make it clear to consultants tendering that the role of PSDP is not part of the tender competition.

The contract notice must state the date, location and method for the receipt of tender submissions. A minimum of 15 working days should be allowed between the date of publication of the contract notice and receipt of tender submissions.

The tender submissions (returned by the consultants) should comprise:

- The Form of Tender and declaration at **Appendix D** signed by a member of the firm.
- The Tender Proposal form at **Appendix E** signed by a member of the firm including:
 - The Project Service, i.e. **a comprehensive schedule of the services to be provided and the resources to be applied and allowed for in the tendered fee**, the name of the qualified person within the firm who will undertake the work and a list of the relevant other services required (including Quantity Surveying Services) which will be bought in, including

confirmation of the names of those service providers and that their services will be provided by qualified professionals in the relevant discipline (See [Section 1.5](#) above).

Where the Building Control (Amendment) Regulations 2014 apply to the project, a commentary is required on how the firm intends to comply with these regulations, including acting as Design Certifier and Assigned Certifier and, as Assigned Certifier, drawing up and implementing an Inspection Plan for the project, as part of the overall service to be provided (25 marks available).

- A brief commentary on why the firm is competent to carry out the works and the skills they will bring to the project and the experience they have of delivering projects of a similar size, nature and complexity within the last 7 years (25 marks available).
- How the firm will deliver the project including how the project will be completed on time and within budget, and in the case of additional accommodation how it will be carried out without adversely affecting future development and expansion (20 marks available).

No other information is necessary or should be considered.

For projects in this category an Architect led Design Team is generally what is required (i.e. a Registered Architect with bought in services in the quantity surveying, building services, civil/structural engineering disciplines).

There may be exceptions to this in the case of projects comprised entirely of specialist works such as mechanical and electrical works, structural repairs or civil engineering works where a single consultant may still be appropriate; however, in these cases it is essential that the services of a quantity surveyor are bought in to ensure proper cost control.

For projects up to €750,000 (excl. VAT) in value the Design Team may be led by a Registered Building Surveyor with bought in services as required in the quantity surveying, building services and civil/structural engineering disciplines.

The “Essential Elements in Scope of Service to be included in Tender” at the end of the Tender Proposal Form sets out the basic scope of service required to be covered in the tendered fee. It is there as a guide to tendering consultants on the minimum level of service required but does not relieve tenderers from the requirement to describe the scope of service they intend to provide and the resources included in their tender to deliver the service.

4.4 Assessing the Tender Submissions

When the tender time and date has expired, open all submissions.

A minimum of two people must be present for the opening of tenders. A formal record of tenders received, opened and tender amounts must be made. Tenders received after the closing date and time should be returned unopened (unless it is necessary to open the tender to identify the tenderer).

The School Authority must be satisfied that there is no conflict of interest for any individual participating in the assessment process.

Tender assessment must be based only on the information submitted by tenderers in response to the tender documents and not on any pre-existing knowledge.

A record of the tender assessment should be retained by the School Authority.

There are 4 award criteria (1) Project Service, (2) Competency of firm, (3) Project Delivery and (4) Price.

- **Quality Marks**

Submissions for the first three criteria will be detailed on the Tender Proposal Form and these should be assessed firstly.

Criterion 1 and 2 are out of 25 marks and Criterion 3 is out of 20 marks. Seventy marks are the total Marks available for quality.

The minimum standard for a pass mark is 40% of the available marks for each criterion. Tenderers who fail to get a pass mark on any one criterion should be excluded.

- As a guide, if the submission is adequate, (i.e. if you feel confident that the firm has adequate skills (relative to that criterion) to act as your consultant), then the appropriate mark is a pass mark.

Where the Building Control (Amendment) Regulations 2014 apply to the project it should be noted that the preparation and implementation of an Inspection Plan by the Assigned Certifier is a key requirement (see [Appendix A](#)). In assessing tenders, inspection visits to site during the construction period should, on average, be at intervals of no greater than two weeks at a minimum.

- Higher marks are for a greater level of skill.
- If you are not satisfied that the firm has adequate skills (relative to that criterion) to carry out the project, then a fail mark is appropriate,

The Tenderer considered to have the highest technical merit in each criterion should be given the maximum marks available for that criterion. All other tenders should be marked for each criterion relative to the tender assessed as having the highest technical merit for that criterion.

- **Price Marks**

Exclude any firms that did not get 40% on each of the Quality Criteria above.

Give 30 marks to the Tenderer (still in the competition) with the lowest price.

For each of the other qualifying tenderers deduct 0.5 % of the price marks for each 1% difference between the qualifying tender under consideration and the lowest price.

The price for assessment purposes is that stated at “**Total: Fixed Price Lump Sum Fee**” in the Form of Tender.

For example Tenderer Q with a lump sum price of €12,000 had the lowest price of all qualifying tenderers. Tenderer X with a lump sum price of €16,750 also qualified on quality (is still in the competition).

Calculate Tenderer X's price marks as follows:

1. Difference between Tenderers X's price and Tenderer Q's price is €4,750 (i.e. 16,750 – 12,000)
2. €4,750 as a percentage of €12,000 is 39.58% (i.e. 4750/12000 x 100). Tenderer X's price is 39.58% dearer than Tenderer Q's price
3. Applying the formula “deduct 0.5% of the price marks for every 1% difference between the qualifying tender under consideration and the lowest price”, the percentage deduction in price marks for Tenderer X is 39.58 x 0.5 = 19.79%
4. Tenderer X's price marks are 30 minus 19.79% of 30, i.e. 30 – 5.94 = 24.06; round to 24

The above calculations can be expressed in the following formula:

$$\text{Price Mark for any tenderer} = A \times \left(1 - \left(\frac{1}{2} \times \frac{B-C}{C}\right)\right)$$

Where

A=Total Price Marks

B= Tender price of tender under consideration

C=Lowest eligible tender price

(The minimum price mark is 0 marks – there are no negative marks).

Fraction/ decimals of marks shall be rounded up to the nearest whole number

- **Total Marks (Final Score)**

Add the quality and the price marks for each qualifying tenderer. The firm with the highest total marks is the Preferred Tenderer.

4.5 Validating the preferred tenderer's suitability

Now you need to check the qualifications, experience, Health and Safety Competence, insurances, tax clearance of the preferred tenderer.

You do this by writing a Letter of Intent to the firm in question asking for the relevant evidence (see template letter at [Appendix F](#)).

When the information is returned check to see that it is complete and that the firm does meet the necessary standard.

The required standard for the qualifications of the person proposed for the project is as follows:

- All consultants must have a relevant degree/diploma qualification, or have successfully completed an assessment process set down in relevant legislation (e.g. the Building Control Act 2007).
- Architects must be Registered Architects under the Building Control Act 2007.
- Building Surveyors or Quantity Surveyors must be Registered Building Surveyors or Registered Quantity Surveyors under the Building Control Act 2007 and
- Engineers must be Chartered Engineers in accordance with Section 7 of the Institution of Civil Engineers of Ireland (Charter Amendment) Act 1969.
- Equivalent qualifications from another EU member state and membership of an equivalent EU professional body will also be deemed acceptable in compliance with EU Directive 2005/36/EC. The Building Control Act 2007 transposes the provisions of Directive 2005/36/EC. In accordance with the provisions of Directive 2005/36/EC access to registration as an architect or as a building surveyor or quantity surveyor is available for the purposes of establishment and for the purposes of the provision of services on a temporary and occasional basis.

Where a consultant is a Sole Trader, Employer's Liability Insurance is not required but the consultant must have all other Insurances.

The Registration of Business Names Act 1963 requires Sole Traders to register their business name (if it is different from their given name) with the Companies Registration Office and they must also register with the Revenue Commissioners as a self-employed person. A Sole Trader ceases to operate on the decision of the Sole Trader, although they remain liable for any liabilities that have been incurred when operating.

Where the preferred bidder has tendered a fee which is significantly lower than all other tenders received, this firm should be contacted in writing, requested to review their tender in detail and given the option to:

- (a) explain in detail how the required service can be delivered for the tendered fee, including
 - (i) calculating the number of hours of professional input that are covered in the fee and assigning these hours to the various tasks required, and
 - (ii) giving details of the services to be provided by other service providers to be bought in by the tenderer (again calculating the number of hours of professional input included in the fees for bought in services and assigning these hours to the various tasks required), **or**
- (b) withdraw their tender.

The School Authority should make it clear to the tenderer that it will not accept a curtailed service due to low tendered fees. In this regard it should also be made clear to the tenderer that offloading structural design or building services design to the tendering works contractors is not acceptable – all works must be fully designed and detailed by the appointed consultant before seeking tenders.

The preferred bidder should be given a definite timescale in which to respond (say, 7 working days) and should be informed that failure to respond within the stated time will be deemed to be a withdrawal of their tender.

If the firm does not provide the necessary evidence within the assigned timeframe, or does not meet the required standard (e.g. if the person proposed for the project was not suitably qualified), or withdraws their tender, you may exclude that firm and proceed to the next highest scoring tenderer.

When you have confirmed that the preferred bidder meets the necessary requirements (as above), you are now ready to appoint that firm. Refer to [Appointment of Consultants](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

If fewer than five firms submit tenders (in writing or by email), the School Authority should only proceed with an award if it considers that there has been genuine competition and that the tender being considered for acceptance represents value-for-money. (It is important to ensure that the principles of Transparency and Non-Discrimination are observed.)

5. Project Supervisor (Design) Process

5.1 Legal Obligations

For all construction projects (including refurbishment & repairs) it is a legal requirement to appoint a competent person to act as Project Supervisor (Design) Process [PSDP].

This is a separate appointment with a separate fee that should reflect the nature and complexity of the project.

As part of, or in addition to, the general duties of a Project Supervisor (Design) Process under the Health Safety and Welfare at Work (Construction) Regulations 2013 and subsequent regulations, the scope of the works should include the following:

- An assessment of all relevant safety issues;
- Preparation of a Preliminary Health & Safety Plan;
- Assisting in the assessment of the competence of the Contractors to act as Project Supervisor (Construction) Stage; and
- Preparation and assembly of the Safety file based on information supplied by others (the Consultant and the Contractor).

It is not a requirement that the consultant engaged to carry out the Architectural or Engineering services should also be appointed as PSDP. Unless the School Authority is satisfied that the firm under consideration is competent to act as PSDP, it should not appoint that firm to the role of PSDP. Only those firms who have demonstrated competence should be considered for appointment.

It is a requirement of the Health Safety and Welfare at Work (Construction) Regulations that the Client, (in this case the School Authority) satisfies itself that the individual engaged to act as PSDP is competent to carry out that role.

The appointment of a Project Supervisor (Design) Process is not normally required for the preparation of an initial Technical Report.

5.2 Procurement of PSDP for a building project

First proceed with the tender competition for the main Consultant and issue the Letter of Intent to the preferred bidder. When you are satisfied that the preferred bidder meets the minimum requirements as outlined in the Letter of Intent (See [Validating the preferred tenderer's suitability](#)), but before you issue the Letter of Acceptance, you should deal with the appointment of the PSDP and the fees for PSDP services.

To do this refer to the form of tender for the preferred bidder:

- The form of Tender has an optional section where the tenderer can state whether they are both competent and willing to carry out the role of PSDP.
- If the estimated capital value of the project is less than €1,000,000 and the preferred bidder has declared himself/herself both competent and willing, you should then negotiate a price with that firm for the service.
 - For normal projects (i.e. without special H&S considerations – like asbestos), the cost of the service should be about €800 plus 0.2% of the estimated project value (see explanation in “*Calculating the PSDP fee*” below).
 - The fee must be a fixed price in Euros and not a variable amount. (€800 plus 0.2% of the estimated project value is not a fixed fee!)

For example, on a roof repair project (without special H&S complexities) of €300,000, one would anticipate a fee for circa €1,400
 - For projects with special H&S considerations, one would anticipate a higher level of training and competence and a slightly increased fee.
 - If you cannot agree a fee within these guidelines you should indicate to the preferred bidder that you will not be availing of their services as PSDP and proceed to procure a PSDP by other means (see [Alternative procurement process for PSDP](#))
- For projects larger than €1,000,000 you should procure a PSDP by other means (see [Alternative procurement process for PSDP](#)).

Calculating the PSDP fee:

At this point in the process there are two known figures: (a) the recommended tender for the Consultant and (b) the overall grant amount allocated by the DoE. To arrive at the estimated project value for calculating the PSDP fee, subtract (a) from (b); divide the resultant by 1.135 to deduct the VAT. The figure arrived at is the amount, exclusive of VAT, that is available for the works. This is the “estimated project value” to which the 0.2% should be applied.

The Contract Sum for the service contract with the Consultant is the total of the tender sum plus the amount agreed for PSDP services and this total is the amount to be inserted into Schedule B (see 6.4).

5.3 Evidence of Competency

Next you must verify the preferred bidder’s competence. This is a legal requirement ([see above](#)) and is very important.

If the School Authority appoint a PSDP without first verifying the PSDP’s competence, the School Authority is guilty of a criminal offence.

To be suitable to act as PSDP on a project an individual must both be aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2013 (or subsequent legislation/regulations) and have the resources and competency to carry them out.

- Competency can be demonstrated by professional qualifications and experience. While H&S training is important, the more important requirement is professional qualifications and experience in the relevant professional discipline
- H&S qualifications without experience in the construction process are not sufficient.
- For projects without special H&S considerations, the signed declaration at [Appendix G](#) plus professional qualifications (in a relevant discipline) and experience of the person proposed for the role of PSDP may be sufficient evidence of competency. Evidence of having fulfilled the role of PSDP in a satisfactory manner on previous projects would provide additional reassurance.
- If the project has special H&S considerations evidence of externally accredited H&S training for the role of PSDP may also be required. Other evidence that may be requested includes:
 - a copy of their current general health and safety policy,
 - an outline of the firm’s management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety,
 - copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005,
 - arrangements for continuing professional development.
- Details of the firm’s procedures for disseminating information and up-to-date developments on health and safety issues.

Under [validating the preferred tenderer’s suitability](#) you will be writing a letter of intent to the Consultant ([Appendix F](#)). This Letter contains a section on the role of PSDP and describes the evidence of competency required. When the evidence is returned, make sure that:

- The H&S Declaration includes the role of PSDP or that a separate signed PSDP declaration is included
- Where enforcement actions, legal proceedings, accidents, fatalities or incidents have been recorded, evidence must be provided that adequate measures have been put in place by the applicant firm to address any deficiencies in their H&S procedures.
- The person to act as PSDP has appropriate professional qualifications and experience both in his/her professional discipline and in fulfilling the role of PSDP.

When you have confirmed that the preferred bidder meets the necessary requirements (as above), you are now ready to appoint that firm both as consultant and as PSDP. Refer to [Appointment of Consultants](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

5.4 Alternative procurement process for PSDP

The School Authority at all times may choose to engage a separate PSDP (not being the main Consultant for the project). If the School wishes to engage a separate PSDP they should make it clear to consultants tendering that the role of PSDP is not part of the tender competition.

Equally, if the preferred bidder (to fulfil the role of Consultant for the project) does not wish to be considered for the role of PSDP, or is not considered by you to meet the standard required, or if a reasonable price for the service cannot be negotiated with the preferred bidder, then you may choose to procure a PSDP by other means.

- First get the help of your Consultant (whether actually appointed or still a preferred bidder) in finding suitable firms to tender for the role. Such firms may include specialist H&S firms or those who were unsuccessful tenderers for the role of main consultant.
- Next write or e-mail the selected list (giving details of the project) and ask for a price for the role of PSDP and a declaration of competency for the role. As with other consultants you need to send them enough information to describe the scope of work – a brief cover note and a copy of the Technical Report (if applicable) and approval letter from the Department should suffice.
- Most firms will provide back-up evidence of competency with their tender submission but this is not essential at this stage.
- Select the firm with the best price for the project (check that there are no onerous terms and conditions) and if no evidence of competency was included with the quote write to that firm requesting such evidence (See [Evidence of Competency](#) above)

When you are satisfied as to the competency of the preferred firm you are now ready to appoint that firm as PSDP. Refer to [Appointment of Consultants](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

6. Appointment of Consultant(s)

6.1 Letters of Regret to Unsuccessful Candidates

When the apparently successful tender has been selected following receipt of tenders, and before the School Authority make an appointment you must send letters of regret to the unsuccessful tenderers informing them that they have not been successful **and stating the characteristics and relative advantages of the successful tender**, using the Template Letter to Apparently Unsuccessful Candidates at [Appendix H](#) herein. **Letters to unsuccessful tenderers can be issued at the same time as the Letter of Intent to the apparently successful tenderer.**

You must allow a reasonable period of time (say 16 calendar days) from the date of issue of the regret letters before you confirm the successful consultants' appointments. This period is obligatory to allow time for the unsuccessful candidates to query the reasons for their lack of success.

6.2 Letter of Acceptance to Successful candidate

To confirm the successful consultants' appointments you should issue a Letter of Acceptance using the template letter at [Appendix I](#). If the successful consultant is not also acting as PSDP you will have two Letters of Acceptance – one to the consultant and one to the firm acting as PSDP. The Letter of Acceptance should be issued along with the Conditions of Engagement as described in 6.3 to 6.5 below.

6.3 Conditions of Engagement

Once the letters of regret have issued and a reasonable period of time has elapsed, **and the conditions in the Letter of Intent have been satisfied by the apparently successful tenderer**, the School Authority is ready to appoint the Consultant and/or PSDP. The Letter of Acceptance is the first action to achieve this; however, it is also necessary to execute a formal agreement with that consultant called the Standard Conditions of Engagement for Consultancy Services (Technical Services) which is available on the web at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > *Appointment of Consultants > Small Works*.

The Standard Conditions of Engagement for Consultancy Services (Technical Services) sets out the general terms and conditions of contract and should be signed by both parties (see 6.5 below).

6.4 Schedule A and B

Schedule A and B to the Conditions of Engagement (which are attached to the Contract) set out the project specific requirements. The School Authority must complete Schedule A and B before issuing the Conditions of Engagement to the Consultant for signature.

To help the School Authority fill in Schedule A and B a guide to completing the Schedule is attached at [Appendix J](#). The School Authority should use it to help them complete the actual form. (A separate Word version of [Appendix J](#) and blank Schedules A and B are also available on the web at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > *Appointment of Consultants > Small Works*).

In general any items not highlighted are not capable of change in the actual electronic form. Items in green, are guidance to you on what to do but do not form part of the schedule. Items in Yellow are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.

Schedule B is particularly important in that it sets out (amongst other things) the stage payment terms for the Consultant and the milestones to be achieved before fees can be invoiced. There are two versions of Schedule B in Appendix J, as follows:

- (a) For projects funded under the Summer Works Scheme or Emergency Works Grant Scheme only**
- (b) For projects funded under the Additional Accommodation or Prefab Replacement Schemes only.**

Projects at (a) tend to be of short duration and therefore require fewer fee stage payments. Projects at (b) are of longer duration and require a greater number of fee stage payments.

The Schedules (both A and B) should always be completed by the Contracting Authority and not the Consultant.

The Schedule must reflect and include the scope of work for which the consultant submitted his/her fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time.

Where the consultant to be appointed is also acting as PSDP (this will be the situation in almost all cases), the Contract Sum for inclusion under "TOTAL FEE" in Schedule B is the total of the consultant's tender sum plus the amount agreed for PSDP services.

It may be necessary to discuss some aspects of Schedules A and B with the consultant to be appointed before finalising all entries (e.g. Total Performance Period) and this is acceptable.

6.5 Contract Signings

Once the Schedule has been prepared two copies should be made and each one should be attached to a copy of the Conditions of Engagement to make two sets of contract documents. Both sets should be sent to the Consultant for signature together with a letter of acceptance. The Consultant should then return both sets to the School for signature and dating by the School Authority. One set of the signed contract documents is then returned to the Consultant and the other is retained by the School.

A more convenient way to deal with contract signing is to invite the Consultant to attend the school where the signings can be completed by both parties at the same time and the signed and dated documents exchanged.

Once the consultant has signed and dated the contract, he/she can start work on the project.

6.6 Maintaining records

The importance of maintaining an efficient system for keeping records cannot be overstated. At any time throughout the project, the Department (and/or in the case of an accident the Health & Safety Authority) may wish to audit the records of the School Authority to ensure that proper procedures are being adhered to and that vital information is being retained.

The School Authority should set up their own filing system, one that recognises the different areas of a building project (e.g. Design Team appointments, Financial, submissions from the consultant, general correspondence, minutes of meetings, etc.) and ensure that all documentation is properly filed therein. Reliance should not be placed on the Consultant to store information in relation to the project.

Where the Building Control (Amendment) Regulations 2014 apply to the project there is a particular onus on the Building Owner to maintain records ([See Appendix A](#)). Key documents in this regard are the written undertakings, on statutory forms, to the Building Control Authority to appoint a competent Assigned Certifier and a competent Builder. You should seek the advice of your Consultant in relation to other important documentation to be maintained as records.

Appendix A - Building Control (amendment) Regulations 2014 (S.I. 9)

Building Control (amendment) Regulations 2014 (S.I. 9)

General

New building control regulations, called the Building Control (Amendment) Regulations (or BC(A)R) came into force on 1st March 2014 and are legally binding from that date. The overall objective of the revised building control system is to achieve better building construction. The aim is to ensure that all involved in the construction process and the regulatory system work effectively to achieve this.

These regulations apply to all new build and extension projects (except extensions to dwellings less than 40m² in floor area) and to all projects that require a Fire Safety Certificate.

New duties for Building Owner

Under these Regulations the Building Owner has particular obligations to comply with, as follows:

- (a) Ensure that a Fire Safety Certificate and a Disability Access Certificate are obtained where required
- (b) Sign a Commencement Notice (or 7 day notice) that is lodged with the appropriate Building Control Authority.
- (c) Sign and submit a notice for the assignment of:
 - (i) a competent registered professional (the Assigned Certifier), who will inspect the building works during Construction and provide a certificate of compliance on completion, and
 - (ii) a competent Builder to construct in accordance with the plans, specifications and Building Regulations and to sign the Certificate of Compliance on completion. Builders included on the Construction Industry Register Ireland or equivalent may be regarded as competent for projects consistent with their regulation profile.
- (d) Ensure that adequate resources and Competent Persons are made available to design, construct, inspect and certify the building works.
- (e) Promptly appoint a replacement Assigned Certifier or Builder where the Assigned certifier or Builder withdraws from the project for whatever reason; where this happens the Building Owner is required under the Building Control Regulations to give notice to the Building Control Authority of the new assignment; at all times the Building Owner should use reasonable endeavours to ensure that an Assigned Certifier and Builder are in place.
- (f) Where there is a change of Building Owner, prior to the submission of the completion certificate, the new Building Owner is required under the Building Control Regulations to give notice of the change of Building Owner and also to notify the Building Control Authority in writing of all appointments that are in place.
- (g) Maintain records.

For devolved projects the School Authorities are considered to be the Building Owner for the purposes of these regulations.

Obligations (a), (b) and (d) already apply under existing regulations. Obligation (c) (i) above is the main new requirement to be considered at Consultant appointment stage. The role of Assigned Certifier is a requirement since 1st March 2014 and there is an obligation on the Building Owner to appoint a qualified and competent professional to act in this role on all projects to which the Building Control (Amendment) Regulations apply.

You should seek the advice of your appointed consultant(s) (including the Assigned Certifier) in relation to obligation (c) (ii) and any other duties of the Building Owner.

The Assigned Certifier

The Assigned Certifier is the person assigned by the Building Owner as required under the Building Control (Amendment) Regulations 2014. They undertake to inspect, and to co-ordinate the inspection activities of others during construction, and to certify the building works on completion. The role of Assigned certifier does not include responsibility for the supervision of any builder. They may or may not be a member of the Design Team.

For projects covered by this guidance and where BC(A)R applies, the appointed Consultant will act as Assigned Certifier and the cost of providing this service will be included in the tendered fee.

The Assigned Certifier is required to do the following:

- (a) provide and sign the relevant statutory certificates - the form of undertaking at commencement and the Certificate of Compliance on Completion;
- (b) co-ordinate the ancillary certification by members of the design team and other relevant bodies for the Certificate of Compliance on Completion;
- (c) identify all design professionals and specialists, in conjunction with the Builder, from whom certificates are required;
- (d) identify all certificates required and obtain them;
- (e) co-ordinate and collate all certification of compliance for completion in conjunction with the Builder;
- (f) in consultation with the members of the design team, plan and oversee the implementation of the Inspection Plan during Construction;
- (g) prepare the Preliminary Inspection Plan and oversee adherence to this plan, and on completion provide the Inspection Plan as implemented;
- (h) on termination or relinquishment of their appointment make available to the Building Owner all certification prepared and inspection reports carried out;
- (i) act as the single point of contact with the Building Control Authority during construction;
- (j) seek advice from the Building Control Authority, in respect of compliance matters relating to the building or works where disputes or differences of opinion arise between the parties to the project; and
- (k) maintain records of inspection.

Consultants tendering for your project are required to be familiar with the implications of these regulations.

Appendix B – Template Letter of Invitation (for Projects where advertising on eTenders is not required)

[For a word version of this document click here](#)

SAMPLE INVITATION TO TENDER LETTER

Name xxxxxxxxxxxx
 xxxxxxxxxxxxxxxx
 Address xxxxxxxxxx
 xxxxxxxxxxxxxxxx
 xxxxxxxxxxxxxxxx
 xxxxxxxxxx

xx xxxxxx 201x

Re: Invitation to Tender for [Architectural / Civil/Structural / Building Services (mechanical & electrical)]
***[select one lead consultancy service as appropriate]* Consultancy Services for xxxx project at xxxx**
school
Roll Number xxxxxX

A Dhaoine Uaisle

On behalf of the School Authority (the Contracting Authority for this project) you are hereby invited to tender for [Architectural / Civil/Structural / Building Services (Mechanical & Electrical)] services *[select one lead consultancy service as appropriate]* (including buying in of additional services for other disciplines as required) for the above project.

The project consists of *[Give a brief outline of the proposed project including any relevant information (such as the size, nature and scope of the project, or any particular constraint or difficulty which in the view of the School Authority may influence the project) and the approximate level of grant. This information may be included here or appended as a separate document.]*

The Form of Contract will be the Standard Conditions of Engagement for Consultancy Services (Technical COE1) including the Template Schedule A and B, available at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Appointment of Consultants > Small Works.

The scope of service is detailed in the tender documents and in Design Team Procedures for Small Works (TGD 007) available at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Technical Guidance Documents / School Design Guides.

Tenders must be returned to *[School details including e-mail address if tenders are being accepted by e-mail]* on or before *[date and time]*. Tenders sent to any other address will be deemed invalid tenders. Unsigned tenders/tender proposal forms will likewise be deemed invalid tenders. The signature for the Form of Tender/Tender Proposal Form must be that of a Principal or Director of the firm. Tenders must be in the format prescribed in the Form of Tender/Tender Proposal Form and all required documents must be submitted.

Tenders may be submitted by hand, by registered post or by e-mail. Tenders submitted by e-mail must include all attachments in PDF format, signed and scanned. The onus is on the sender to obtain proof of delivery of any tender unless sent by registered post or recorded delivery.

All queries in relation to this tender competition must be submitted by e-mail to *[state e-mail address]* as soon as possible and in any event not later than 5 working days before the latest time for receipt of tenders, although the Contracting Authority may at its discretion respond to queries raised after that date. If the Contracting Authority responds to a query, it will send the response to each Candidate unless the Candidate raising the query has clearly designated the query as confidential and the Contracting Authority agrees that it should be treated as confidential.

Tenders will be assessed in accordance with Guidance on Procuring Consultants for Small Works, 4th Edition October 2021.

Candidates may visit the site by prior arrangement with the School Authorities.

Is mise, le meas

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX,

XXXXXXXXXXXX,

Co. xxxxxx.

(on behalf of the School Authority)

Appendix C – Sample letter of Invitation (where advertising on eTenders is required)

[For a word version of this document click here](#)

SAMPLE INVITATION TO TENDER LETTER FOR PROJECTS ADVERTISED ON E-TENDERS

Name xxxxxxxxxxxx
 xxxxxxxxxxxxxxxx
 Address xxxxxxxx
 xxxxxxxxxxxxxxxx
 xxxxxxxxxxxxxxxx
 xxxxxxxx

xx xxxxxx 201x

Re: Invitation to Tender for [Architectural / Civil/Structural / Building Services (mechanical & electrical)]
[select one lead consultancy service as appropriate] Consultancy Services for xxxx project at xxxx
school
Roll Number xxxxxX

A Dhaoine Uaisle

On behalf of the School Authority (the Contracting Authority for this project) you are hereby invited to tender for [Architectural / Civil/Structural / Building Services (Mechanical & Electrical)] services **[select one lead consultancy service as appropriate]** (including buying in of additional services for other disciplines as required) for the above project.

The project consists of **[Give a brief outline of the proposed project including any relevant information (such as the size, nature and scope of the project, or any particular constraint or difficulty which in the view of the School Authority may influence the project) and the approximate level of grant. This information may be included here or appended as a separate document.]**

The Form of Contract will be the Standard Conditions of Engagement for Consultancy Services (Technical COE1) including the Template Schedule A and B, available at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Appointment of Consultants > Small Works.

The scope of service is detailed in the tender documents and in Design Team Procedures for Small Works (TGD 007) available at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Technical Guidance Documents / School Design Guides.

The address to which tenders must be returned and the date and time before which tenders must be received are stated in the Contract Notice. Tenders sent to any other address, or received after the specified date and time, will be deemed invalid tenders. Unsigned tenders/tender proposal forms will likewise be deemed invalid tenders. The signature for the Form of Tender/Tender Proposal Form must be that of a Principal or Director of the firm. Tenders must be in the format prescribed in the Form of Tender/Tender Proposal Form and all required documents must be submitted.

Tenders may be submitted by hand, by registered post or by e-mail. Tenders submitted by e-mail must include all attachments in PDF format, signed and scanned. The onus is on the sender to obtain proof of delivery of any tender unless sent by registered post or recorded delivery.

[If tenders are being sought through eTenders and are to be returned via the eTenders portal, delete the previous paragraph and state “Tender submissions must be received by eTenders portal only, with the onus resting with the Tendering party to ensure receipt of the submission before the latest time and date for receipt of tenders”.]

All queries in relation to this tender competition must be submitted (and will be answered) through the e-Tenders website. All queries must be submitted as soon as possible and in any event not later than 5 working days before

Appendix D – Form of Tender for Small Works

the latest time for receipt of tenders, although the Contracting Authority may at its discretion respond to queries raised after that date. If the Contracting Authority responds to a query, it will send the response to each Candidate unless the Candidate raising the query has clearly designated the query as confidential and the Contracting Authority agrees that it should be treated as confidential.

Tenders will be assessed in accordance with Guidance on Procuring Consultants for Small Works, 4th Edition October 2021.

Candidates may visit the site by prior arrangement with the School Authorities.

Is mise, le meas

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXX,
XXXXXXXXXX,
Co. XXXXXX.
(on behalf of the School Authority)

Appendix D - Form of Tender for Small Works

[For a word version of this document click here](#)

Form of Tender for Small Works for Construction Consultancy Services

For

Project

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

A Dhaoine Uaisle

We have examined and understand the Conditions of Engagement for Consultancy Services (Technical), the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph using fully designed tender documents developed in full compliance with the Department of Education technical guidance documents for the fixed price lump sum fee of:

Professional Disciplines	Amount €
Main Consultant (insert Discipline)	Insert amount in Euro excl. VAT (words or numerals accepted) €
Role of Assigned certifier under the Building Control (Amendment) Regulations 2014 (where applicable)	Insert amount in Euro excl. VAT (words or numerals accepted) €
Bought in Services (Where Applicable):	If none insert Zero for amount
Architect	Insert amount in Euro excl. VAT (words or numerals accepted) €
Civil /Structural Engineer	Insert amount in Euro excl. VAT (words or numerals accepted) €
Building Services Engineer	Insert amount in Euro excl. VAT (words or numerals accepted) €
Quantity Surveyor	Insert amount in Euro excl. VAT (words or numerals accepted) €
Other (Insert Discipline)	Insert amount in Euro excl. VAT (words or numerals accepted) €
Total : Fixed Price Lump Sum Fee	Insert amount in Euro excl. VAT (words or numerals accepted) €

as adjusted in accordance with the contract.

Appendix D – Form of Tender for Small Works

The amounts set out in this Form of Tender includes the full scope of services required to complete the project in a professional manner and in accordance with the Design Team Procedures for Small Works (TGD007, 7th Edition, October 2021), including “buying-in” all relevant other consultancy disciplines, expenses, and any intellectual property rights required. Costs associated with fulfilling the role of PSDP are not included in the above tender sum. We confirm that no further fee adjustments will apply with the exception of substantive Client changes.

We wish to be considered for the role of PSDP and declare that our firm is competent to carry out that role.

Yes/No

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

60 days after the end of the last day for submission of this Tender, or
expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive. We further agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We declare that we meet the minimum requirements for award stated below and confirm that we will if requested by the School Authority (in writing or by email) provide the required evidence of compliance within 7 days. We further acknowledge and accept that in the event that our firm cannot or does not provide all of the required evidence to the satisfaction of the School Authority, within the time period required, the firm’s Tender will be deemed to be invalid and will be excluded from further consideration.

Minimum requirements for award:

- The work will be carried out by a member of our staff (to be nominated prior to award) being fully qualified in the relevant discipline for the categories of work stated in the Tender Documents and DoE Guidance on Procuring Consultants for Small Works 4th Edition
- 3 examples of work by the firm of a similar nature size and complexity within the last 7 years
- Current Professional Indemnity Insurance (minimum €0.75m and excess not to exceed 1.5%), Public liability Insurance (€6.5m) and Employer’s Liability Insurance (unless acting as a Sole Trader) (€13.0m)
- Current Tax Clearance Certificate

Minimum requirements for award for PSDP for projects without special H&S considerations:

- The work will be carried out by a member of our staff (to be nominated prior to award) being fully qualified and experienced in the provision of professional services for construction projects who has fulfilled the role of PSDP in a satisfactory manner on previous construction projects
- Signed Health and Safety Declaration of Competency as PSDP (as DoE Guidance on Procuring Consultants for Small Works 4th Edition [Appendix G](#).)

Additional requirements for award for PSDP (at the discretion of the School Authority) for projects, where in the view of the School Authority special H&S considerations do apply:

- Evidence of externally accredited H&S training for the role of PSDP
- a copy of their current general health and safety policy
- an outline of the firm’s management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety
- Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005
- Arrangements for continuing professional development
- Details of the firm’s procedures for disseminating information and up-to-date developments on health and safety issues

Is sinne, le meas

Signed on behalf of

Name of Tenderer:	
Signature of authorised person : (Principal or Director)	
Name of authorised person and position in firm:	
Date:	

Appendix E - Tender Proposal Form

Tender Proposal Form for Consultancy Services for small projects (Maximum 4 Pages to be completed by applicant for Criteria 1 to 3)

[For a word version of this document click here](#)

Project Title:	<input type="text"/>	
Consultancy Discipline:	<input type="text"/>	
Name & address of Tendering firm:	<input type="text"/>	
Telephone:	<input type="text"/>	Company email: <input type="text"/>
Authorised Representative:	<input type="text"/>	
Telephone:	<input type="text"/>	email: <input type="text"/>

The minimum standard for a pass mark on each of the following criteria is 40%. Tenderers who fail to get a pass mark on any one criterion will be excluded

Criterion 1 – Service to be provided [max 25 marks]

This should be a **comprehensive schedule of the services to be provided and the resources to be applied and allowed for in the tendered fee**, including the name of the qualified person within the firm who will undertake the work and a list of the relevant other services required (including Quantity Surveying Services) which will be bought in, including confirmation of the names of those service providers and that their services will be provided by qualified professionals in the relevant discipline.

Where the Building Control (Amendment) Regulations 2014 apply to the project, a commentary is required on how the firm intends to comply with these regulations, including acting as Design Certifier and Assigned Certifier and, as Assigned Certifier, drawing up and implementing an Inspection Plan for the project, as part of the overall service to be provided.

[The “Essential Elements in Scope of Service to be included in Tender” at the end of the Tender Proposal Form sets out the basic scope of service required to be covered in the tendered fee. It is there as a guide to tendering consultants on the minimum level of service required but does not relieve tenderers from the requirement to describe the scope of service they intend to provide and the resources included in their tender to deliver the service.]

Criterion 2 – Competency of firm to carry out work [max 25 marks]

This should be a brief commentary on why the firm is competent to carry out the works and the skills they will bring to the project and the experience they have of delivering projects of a similar size, nature and complexity within the past 7 years.

Criterion 3 – Project Delivery [max 20 marks]

How the firm will deliver the project including how the project will be completed on time and within budget, and in the case of additional accommodation how it will be carried out without adversely affecting future expansion.

Appendix E – Tender Proposal Form

<p>Criterion 1 – Service to be Provided (A comprehensive schedule of the services to be provided and the resources to be applied and allowed for in the tendered fee). [max 25 marks]</p>	<p>Marks</p>
<p>Criterion 2 – Competency of firm to carry out work [max 25 marks]</p>	<p>Marks</p>

Appendix E – Tender Proposal Form

Criterion 3 – Project Delivery [max 20 marks]	Marks

Signed on behalf of

Name of Tenderer:

Signature of authorised person:

Name of authorised person and position in firm:

Date:

(Principal or Director)

ESSENTIAL ELEMENTS IN SCOPE OF SERVICE TO BE INCLUDED IN TENDER

1. A specified and suitably qualified and experienced person to be the contact person for the duration of the project.
2. This specified person to be the Design Team Leader and financial controller of the entire project.
3. The Design Team Leader to liaise with and update the Client on a regular and ongoing basis from the commencement of the project.
4. Design Team Procedures for Small Works (TGD007, 7th Edition October 2021) to be complied with.
5. Detailed programme for the project from conception to completion to be prepared by the appointed consultant and discussed and agreed with the School Authorities at the commencement of the services.
6. Sketch and conceptual designs in accordance with DoE Technical Guidance Documents to be presented to the School Authorities for approval.
7. For all devolved grant projects apart from Summer Works and Emergency Works projects, a detailed submission to the DoE, **in a specified format**, setting out the scope of the project and detailed costs, is required at the end of Stage 2a and before seeking planning permission (see TGD007). Written approval is required from the DoE before proceeding to the next stage.
8. Where planning permission is required, planning application documentation to be presented to the School Authorities and approval sought prior to submission to the Local Authority.
9. Tender documentation based on completed design to be prepared and presented to the School Authorities before seeking tenders. Completed design includes all structural design and building services design. Transferring design responsibility to tendering contractors for structural elements or for building services is not acceptable.
10. Preliminary Health and Safety Plan to be prepared by the PSDP in consultation with the School Authorities and included as part of the tender documents.
11. Where the Building Control (Amendment) Regulations (BC(A)R) apply to the project, the Design Team Leader will act as Design Certifier and Assigned Certifier.
12. The Inspection Plan required by BC(A)R to be prepared by the Assigned Certifier, discussed with the School Authorities and included in the tender documents.
13. Before seeking tenders confirm that the project scope and cost remains within the scope and cost approved at Stage 2a, or, where this is not the case, explain and justify any proposed adjustment to the project scope and cost. Written approval is required from the DoE before proceeding to tender stage.
14. Tenders for the works to be returned to the school and opened in the presence of the Design Team Leader and representatives of the School Authorities.
15. Before commencing construction confirm that the project scope and cost remains within the scope and cost approved at Stage 2a (or Stage 2b if DoE approval for an adjustment was given), or, where this is not the case, explain and justify any proposed adjustment to the project budget. Written approval is required from the DoE before proceeding to construction.
16. During construction, site meetings, attended by the Design Team Leader, to be scheduled every 2 weeks for the duration of the project.
17. A full set of as-built construction drawings (electronic and hard copy) to be given to the School Authorities as part of the Safety File on completion.
18. Detailed operation and maintenance manuals to be given to the School Authorities as part of the Safety File and explained.

Appendix E – Tender Proposal Form

19. Final account to be completed and given to the School Authority within 2 months of Substantial Completion of the works (one month if the Short Form of Contract is used).

Note:

The above constitutes essential elements of the required service only and is not a comprehensive scope of service. The essential elements are deemed to be included in every tender.

To achieve a high mark for this criterion, tendering consultants must give a comprehensive schedule of the services to be provided together with details of resources (i.e. hours and rates per hour) to be applied to deliver the services. These resources must be related to the tendered fee.

Appendix F - Letter of Intent

[For a word version of this document click here](#)

[Date]

To [Name and address of tenderer]

Re: Construction Consultancy Services for [Title of Project e.g. Replacement Roof to Block A, XXX school]

Subject to Contract/Contract Denied

A Dhaoine Uaisle

I refer to your tender dated _____ for the above contract in the amount of €_____ ex VAT.

I write to inform you that we intend to issue a Letter of Acceptance to you subject to the receipt of all the following items within the required time period of 7 days. Please be advised that if you cannot or do not provide all of the required evidence to the satisfaction of the School Authority, within the above time period your tender will be deemed to be invalid and will be excluded from further consideration.

- The name of the qualified person to undertake the work;
- Where the Building Control (Amendment) Regulations apply to the project, the name of the qualified person to act as Assigned Certifier;
- Details of the qualifications of the nominated person(s) (as above) sufficient to demonstrate compliance with DoE Guidance on Procuring Consultants for Small Works 4th Edition and any requirements stated in the Tender Documents;
- 3 examples of work by the firm of a similar nature size and complexity within the last 7 years (including contact details for checking of references);
- Evidence of Current Professional Indemnity Insurance (minimum € 0.75m and excess not to exceed 1.5%), Public liability Insurance (€6.5m) and Employer's Liability Insurance (€13.0m);
- A Current C2/Tax clearance certificate (A scanned copy of the original with permission to check Revenue online is sufficient);
- a Signed Health and Safety Declaration of Competency as Designer (as DoE Guidance on Procuring Consultants for Small Works 4th Edition, [Appendix G](#)).

[If the tenderer has indicated he/she wishes to be considered for the role of PSDP the following additional requirements should be included – (Delete this note)]

- The name of the qualified person to undertake the role of PSDP (may be the same as above);
- Details of the qualifications and experience of the nominated person sufficient to demonstrate competency to fulfil the role of PSDP. This should include details of construction projects where the nominated person fulfilled the role of PSDP in a satisfactory manner (including contact details for checking of references);
- A Signed Health and Safety Declaration of Competency as PSDP (as DoE Guidance on Procuring Consultants for Small Works 4th Edition);
- Evidence that the firm's Professional Indemnity Insurance is endorsed to include PSDP services.

[If the tenderer has indicated he/she wishes to be considered for the role of PSDP and, in the view of the School Authority the project has special H&S considerations (e.g. Asbestos), some or all of the following may be included– (Delete this note)]

- Evidence of externally accredited H&S training for the person nominated to fulfil role of PSDP;

Appendix F – Letter of Intent

- a copy of the firm's current general health and safety policy;
- an outline of the firm's management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety;
- Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005;
- Arrangements for continuing professional development;
- Details of the firm's procedures for disseminating information and up-to-date developments on health and safety issues.

If any of the above listed items is not provided within 7 days of the date of this letter, we may proceed to award the contract to another tenderer.

Award of the contract will also be conditional on School Authority approval and the approval of funding for this project by the Department of Education.

This is not the Letter of Acceptance. The Employer has not accepted your tender.

Please return a copy of this letter acknowledging receipt as indicated below.

Is mise, le meas

Signed: [On behalf of the Employer]

We acknowledge receipt of this letter on (date)

Signed: [On behalf of the tenderer]

Appendix G - Design Appointee - Health and Safety Declaration

[For a word version of this document click here](#)

Re: [Project Name]

We [name of applicant firm]

proposing to act as Designer/PSDP on the above Project hereby declare the following:

We (the above stated firm) are members of, or eligible to be a member of the

[In the case of Design Services the RIAI/ACEI/SCS/IEI/(Other). In the case of PSDP as a special skill the NISO/OSH/RIAI/ACEI/SCS/IEI/(Other).

being the relevant professional institution for the above stated Design/PSDP Consultancy service.

[Name] is responsible for Health & Safety Management within the practice.

We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2013.

DESIGN

In particular as designers we are aware of and will take into account the general principles of prevention as enumerated below when carrying out design work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP in his role.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO DESIGNER AND PSDP

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

GENERAL PRINCIPLES OF PREVENTION

1. The avoidance of risks
2. The evaluation of unavoidable risks
3. The combating of risks at source
4. The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
5. The adaptation of the workplace to technical progress
6. The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
7. The giving to collective protective measures of priority over individual protective measures.
8. The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
9. The giving of appropriate training and instruction to employees.

DESIGNER

We are aware as designers of our obligations under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project—

- (a) is designed and is capable of being constructed to be safe and without risk to health,
- (b) can be maintained safely and without risk to health during use, and
- (c) complies in all respects, as appropriate, with the relevant statutory provisions

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General

Appendix G – Design Appointee – Health and Safety Declaration

Application) Regulations 2007, and the HSA frequently asked questions on Risk assessments available at http://www.hsa.ie/eng/Topics/Managing_Health_and_Safety/Safety_Statement_and_Risk_Assessment/ and that risk assessments will be carried out and maintained on the job file. We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works.

- H&S Policy & Organisation
- Arrangements
- Competent Advice
- Training & Information
- Individual Qualifications & Experience
- Monitoring, Audit & Review
- Workforce Involvement
- Accident/Incident Reporting, Review
- Sub Consulting Procedures
- Hazard Management & Risk Assessment
- Health & Welfare

There has been no enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Designers over the last three years.

None/
See details
below

If any enforcement actions, legal proceedings accidents, fatalities or incidents give details:

We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organisation has adequate resources to fulfil the role of Designer.

On behalf of the Applicant, I declare that the Applicant is not guilty of misrepresentation in supplying or failing to supply the information requested	
Signed	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 60%; height: 20px;"></div> <div style="padding-left: 10px;">Date: <div style="border: 1px solid black; width: 20%; height: 20px;"></div></div> </div>
For and on behalf of Applicant (signature must be that of a Director/Principal)	
Name	<div style="border: 1px solid black; width: 100%; height: 20px;"></div> (block letters)
Title	<div style="border: 1px solid black; width: 100%; height: 20px;"></div> (block letters)

Appendix H - Letter to Unsuccessful Tenderers

[For a word version of this document click here](#)

Month 201X

<Firms Name>

<Address>

Re: Tender Assessment of candidates for <Discipline>

For: <School>

A Dhaoine Uaisle

I write to inform you that we have assessed the Tender submissions received for the above project(s) in accordance with Guidance on Procuring Consultants for Small Works available on the DoE web-site at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > Appointment of Consultants > Small Works.

- Number of tender submissions received for the above consultancy discipline within the due date
- Number of submissions that were compliant
- Number of tender submissions that did not meet the minimum standard of 40% for each of the three quality criteria
- Number of qualifying tenderers

The (apparently) Most Economically Advantageous Tender (i.e. the tenderer that scored the highest overall total mark) was submitted by:

<Name of Successful Firm>

Your Tender Submission **was/was not** deemed to be a compliant submission.

Your marks (if applicable) compared with the Most Economically Advantageous Tender were as follows:

Consultancy Firm	Service To be provided	Competency of the Firm	Contract Administration	Price Marks	TOTAL	Rank
Maximum Marks	25	25	20	30	100	
Most Economically Advantageous Tender						
Your Marks						

Note: If you received less than 40% under Criterion 1: Summary of Service to be provided, Criterion 2: Competency of the Firm, or Criterion 3: Project Delivery (i.e. less than 10 marks for either criterion 1 and 2 and less than 8 marks for criterion 3) your tender was excluded from further consideration and no Price Marks were assigned.

The characteristics and relative advantages of the successful tender are as follows:

Award Criterion	Characteristics and relative advantages of the successful tender
Service to be Provided	
Competency of the Firm	
Project Delivery	
Price	

It is our intention, subject to satisfaction of certain conditions, to enter into contract with *[insert name of successful tenderer]* no earlier than 16 calendar days from the date of this letter. There will be no verbal debriefing and no additional information will be provided.

I would like to thank you for the interest you have shown in this competition.

Is mise, le meas

Signed:

For and on behalf of School Authority (amend as required)

Appendix I - Letter of Acceptance

[For a word version of this document click here](#)

Name XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Address XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

XX XXXXXX 201X

Re: XXXXXXXX [include PSDP Services in this title if the Consultant is also acting as PSDP] Services at XXXXXXXX School, XXXXXXXX, XXXXXXXX
Roll Number: xxxxxX

A Dhaoine Uaisle

I refer to your tender for the appointment of Consultant XXXXXXXX for the above project.

Terms used in this letter that are defined in the Conditions of that Contract have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below, I accept your Tender:

- This Letter of Acceptance - this is the Letter of Acceptance referred to in the Conditions
- Standard conditions of Engagement for consultancy services (Technical).
- Form of Tender and Tender Proposal form

Contract Sum: € XXXXXXXXXXXX ex VAT

I acknowledge receipt of information as required to comply with your obligations as set out in the letter of intent dated XXX XXXXXXXX 201X.

Please find attached two original copies of the Government Standard Conditions of Engagement, along with a copy of your tender submission, as listed above. **Please sign both copies of the Conditions of Engagement and return both signed copies to myself at the address below, within 7 days of the date of this correspondence.** The School Authority will countersign and send you on your copy of the original shortly thereafter. They will also give you further details in relation to commencing architectural planning.

Is mise, le meas

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX,

XXXXXXXXXXXX

Co. XXXXXXXX.

(on behalf of the School Authority)

Appendix J - Schedules A and B Conditions of Engagement

[For a word version of this document click here](#)

GUIDANCE ON COMPLETING THE SCHEDULES TO THE STANDARD CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES (TECHNICAL)

When the School Authority is ready to appoint a Consultant ([See Section 6](#)), it is necessary to execute a formal agreement with that consultant called the Standard Conditions of Engagement for Consultancy Services (available on the web at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/> > *Appointment of Consultants* > *Small Works*, or www.constructionprocurement.gov.ie).

The following guidance should be used to help the School Authority complete Schedules A and B to the rear of the Conditions. **The Schedules should always be completed by the School Authority and not the Consultant.** The Schedules should reflect and include the scope of work for which the consultant submitted his fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time. In general any items not highlighted are not capable of change in the actual electronic form.

Items in **green** are guidance to you on what to do but do not form part of the schedule. Items in **Yellow** are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.

SCHEDULE A: CONTRACT PARTICULARS

1. APPOINTMENT

1 Client, Consultant, Contact Details

Client	
Name	[normally Board of Management or ETB]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]
Client's Representative	
Name	[normally Chairperson Board of Management or Principal or ETB representative]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]
Consultant	
Name	[Consultancy firm]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]

Appendix J – Schedules A and B Conditions of Engagement

Consultant's Representative	
Name	[Person in firm dealing with project]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]

2 PROJECT:

[Enter Brief description of the works e.g. All as per attached scope of work]

7 Whole, parts, of other documents included in the Contract

Scope of work [attached to these Conditions of Engagement] and

Form of Tender

Tender Proposal Form

(add other documents if required)

Available on the web at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/>:

The Design Team Procedures and associated Practice Notes current at the date of appointment; DoE TGD001 to TGD007, and DoE TGD020 to TGD032 and all relevant School Design Guides.

2. PERFORMANCE**12 Consultant has no authority to make –**

any Change Order with an extra value above:

€ 2000 exclusive of VAT [do not change this figure]

Change Orders in any three month period with a cumulative extra value above:

€ 2000 exclusive of VAT [do not change this figure]

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

not applicable [do not change this]

18 Insurance types, terms [do not change figures in yellow!]

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	€ 0.75 m.	[] or 1.5% of turnover, whichever is less.	From start to completion of the Services; and 6 years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6.5m	€ 0	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13.0m	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

4. PROGRESS, PERIODS**6 Total Performance Period**

The Total Performance Period is [Enter Total Project duration from appointment of consultant until handover of the completed project + defects liability period (normally 12 months) + 3 months Client Float (your Consultant will assist you in establishing the Total Performance Period)] days starting on the day the Parties made the Contract.

7 COORDINATION**5 Facilities from the Client**

N/a

6 Client's resident staff

N/a

11 Team Leader

The Consultant is team leader.

10. PAYMENTS**4 Interest**

The rate of interest payable on Client's wrongful deduction is 5% p.a.

13. INTELLECTUAL PROPERTY, DOCUMENTS**11 Transfer**

There is not transfer to the Client instead of licence.

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	N/a
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Types of project:	N/a
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15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: n/a

18 Publicity

Consent to publicity is required from the client.

14. TERMINATION**29 Payment where Client terminates at will [do not change figures in yellow!]**

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 10% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

16. DISPUTES**1 Initial resolution method**

not applicable

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: **President Royal Institute of Architects of Ireland** **amend to IEI President if consultant is Engineer**

5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the Arbitration rules are the Public Works and Services Arbitration Rules 2008.

SCHEDULE B: CONSULTANT'S SERVICES AND FEES**FOR PROJECTS FUNDED UNDER THE SUMMER WORKS SCHEME OR EMERGENCY WORKS GRANT SCHEME ONLY**

[Delete this version of Schedule B if the project is not Summer Works or Emergency Works.]

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for **Stage (i) to (iii)** as tabled below. [Do not change]

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process as tabled below **is/is not** **amend if required** included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier as tabled below **is/is not** **amend if required** included in the Services tabled below [and the Stage Fees].

TOTAL FEE

Lump Sum (do not change) [enter total fee tendered by consultant. If the service includes the PSDP include the agreed sum for that role in the total fee]

Enter the amount of days for each of the stages as discussed and agreed with the consultant. Do not change any of the items highlighted in yellow.

STAGE SERVICES	Performance Period from permission to start [4.1]	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Stage (i) Project up to and including Tender action and report					
Project up to and including Tender action and report	[Enter amount] days	approved Tender report	70%	n/a	10%
Stage (ii) Construction up to and including handover					
Construction up to and including handover	[Enter amount] days	Certificate of Substantial completion	25%	n/a	10%
Sub-Stage (ii a) n/a	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii b) n/a	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii c) N/a	n/a days	n/a	n/a%	n/a	n/a%
Stage (iii) Completion of Project including Defects Certificate					
Completion of Project including Defects Certificate	[Enter amount] days	Defects Certificate	5%	n/a	%
Stage (iv)					
	n/a days		n/a%	n/a	n/a%
Stage (v)					
	n/a days		n/a%	n/a	n/a%

Ignore Stages (iv) and (v) or enter "n/a".

Appendix J – Schedules A and B Conditions of Engagement

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments
ASSIGNED CERTIFIER SERVICES	Performance period	
All the duties of Assigned Certifier in accordance with the requirements of the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspecting and Certifying Buildings and Works, February 2014, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following time charges are not applicable in your project. The agreed fee is for the work complete. For substantive changes in the scope of work additional fees can be agreed as an additional lump sum, (but not based on time charges!). **Do not change any of the items highlighted in yellow.**

The following Time Charges apply to Stage Services [if scheduled], suspension [4.22], Client's Changes [clause 11].

Grade	€ per hour (exclusive of VAT)
Project Director	n/a
Employers Representative	n/a
Project Manager	n/a
[Each] Senior Architect/Engineer	n/a
Project Architect/Engineer	n/a
Clerk of Works / Resident Engineer [employed directly by Consultant]	n/a
Assistant Clerk of Works / Resident Engineer	n/a
Site Inspector	n/a
Senior Technician	n/a
Junior Technician	n/a
Administrator	n/a
Project Supervisor for the Design Process	n/a
n/a	n/a
	n/a

MANAGEMENT SERVICES

The following management services are included as part of the scope of service and the overall fees. The agreed fee is for the work complete including management services as below required to complete the project. Do not change any of the items highlighted in yellow unless you have agreed specific services with the consultant.

[Included in Stage Services as relevant, and in the Total Fee and Stage fees]

REPORTING		
Timing	Contents	Method
n/a	As relevant (current) Design Team Procedures and Practice Notes	As relevant (current) Design Team Procedures and Practice Notes
COMMUNICATIONS [clause 6]		
As required; As relevant (current) Design Team Procedures and Practice Notes		
COORDINATION [7]		
As required to complete project satisfactorily		
COOPERATION [8]		
As required to complete project satisfactorily		
PAYMENTS [9]		
As Clause 9 CoE on satisfactory completion of milestones in Stage Services above		
CLIENT’S CHANGES [11]		
As relevant (current) Design Team Procedures and Practice Notes		
TERMINATION [14]		
n/a		
ALERTS, FOLLOW UP		
n/a		

SCHEDULE B: CONSULTANT'S SERVICES AND FEES**FOR PROJECTS FUNDED UNDER THE ADDITIONAL ACCOMMODATION OR PREFAB REPLACEMENT SCHEMES ONLY**

[Delete this version of Schedule B if the project is not Additional Accommodation or Prefab Replacement.]

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Stage (i) to (v) as tabled below. [Do not change]

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process as tabled below is/is not amend if required included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier as tabled below is included in the Services tabled below [and the Stage Fees].

TOTAL FEE

Lump Sum (do not change) [enter total fee tendered by consultant. If the service includes the PSDP include the agreed sum for that role in the total fee]

Enter the amount of days for each of the stages as discussed and agreed with the consultant. Do not change any of the items highlighted in yellow.

STAGE SERVICES	Performance Period from permission to start [4.1]	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Stage (i) Preliminary	n/a				
Stage (ii a) Developed Design (before applications for statutory consents)					
Project up to completion of Stage (ii a) as Design Team Procedures.	[Enter amount] days	Approval to proceed to Stage (ii b)	20%	n/a	10%
Stage (ii b) Detailed Design and preparation of Tender Documents					
Applications for Planning Permission, Fire Safety Certificate and Disability Access Certificate; Detailed Design, preparation of Tender Documents	[Enter amount] days	Approval to seek tenders	35%	n/a	10%
Sub-Stage (ii c)	n/a				
Stage (iii) Tender Action					
Completion of tender process including evaluation of tenders and reporting on tenders.	[Enter amount] days	Approval to place a contract	5%	n/a	%

Appendix J – Schedules A and B Conditions of Engagement

Stage (iv) Construction

Award of contract; completion of project up to and including Substantial Completion and handover	[Enter amount] days	Substantial Completion achieved and (where BC(A)R applies) inclusion of details of the Completion Certificate on the statutory register by the Building Control Authority	35%	n/a	n/a%
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Stage (v) Final Account; Defects Period

Completion of Final Account; overseeing the remedying of all snags and defects; issuing the Defects Certificate at the end of the Defects Period.	[Enter amount] days		5%	n/a	n/a%
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PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

ASSIGNED CERTIFIER SERVICES	Performance period	
All the duties of Assigned Certifier in accordance with the requirements of the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspecting and Certifying Buildings and Works, February 2014, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following time charges are not applicable in your project. The agreed fee is for the work complete. For substantive changes in the scope of work additional fees can be agreed as an additional lump sum, (but not based on time charges!). Do not change any of the items highlighted in yellow.

The following Time Charges apply to Stage Services [if scheduled], suspension [4.22], Client's Changes [clause 11].

Grade	€ per hour (exclusive of VAT)
Project Director	n/a
Employers Representative	n/a
Project Manager	n/a
[Each] Senior Architect/Engineer	n/a
Project Architect/Engineer	n/a
Clerk of Works / Resident Engineer [employed directly by Consultant]	n/a
Assistant Clerk of Works / Resident Engineer	n/a

Appendix J – Schedules A and B Conditions of Engagement

Site Inspector	n/a
Senior Technician	n/a
Junior Technician	n/a
Administrator	n/a
Project Supervisor for the Design Process	n/a
n/a	n/a
	n/a

MANAGEMENT SERVICES

The following management services are included as part of the scope of service and the overall fees. The agreed fee is for the work complete including management services as below required to complete the project. Do not change any of the items highlighted in yellow unless you have agreed specific services with the consultant.

[Included in Stage Services as relevant, and in the Total Fee and Stage fees]

REPORTING		
Timing	Contents	Method
n/a	As relevant (current) Design Team Procedures and Practice Notes	As relevant (current) Design Team Procedures and Practice Notes
COMMUNICATIONS [clause 6]		
As required; As relevant (current) Design Team Procedures and Practice Notes		
COORDINATION [7]		
As required to complete project satisfactorily		
COOPERATION [8]		
As required to complete project satisfactorily		
PAYMENTS [9]		
As Clause 9 CoE on satisfactory completion of milestones in Stage Services above		
CLIENT’S CHANGES [11]		
As relevant (current) Design Team Procedures and Practice Notes		
TERMINATION [14]		
n/a		
ALERTS, FOLLOW UP		
n/a		