



University College Dublin
Ireland's Global University

**UCDOPP5524 Request for Tenders dated 24/09/2025
to establish a
Multi Supplier Contract**

**For the provision of
Audio Visual Goods and Services to University
College Dublin**

Tender procedure: Open procedure

Tender Deadline: 25/11/2025 12:00

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Part 1: Introduction

1.1 University College Dublin or any wholly owned subsidiaries thereof (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tender (“RFT”) from economic operators (“Tenderers”) for the supply of the goods and services as described below and in Appendix 1 to this RFT (the “Goods” and “Services”).

1.2 UCD is seeking to appoint suitable experienced Contractors to provide Audio Visual Goods and Services to University College Dublin for a period of five years. These Goods and Services are to be provided at various locations including the Belfield campus and the Blackrock campus. Other locations may arise during the term of any Framework Agreement awarded.

The total estimated value is €10,125,700 for the term of the Framework Agreement (“Framework Agreement”) awarded. This value is provided for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend this estimated value and by submitting a Tender, Tenderers so acknowledge and agree.

1.3 Competition Process

The competition will be divided into three Lots (each a “Lot”) as described below. All Lots will result in a separate Framework Agreement for each successful Tenderer. The Contracting Authority reserves the right not to enter into a Framework Agreement for any particular Lot or Lots.

The estimated value below of the Lots for the term of the any Framework Agreement is for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend the estimated values described below and by submitting a Tender, Tenderers so acknowledge and agree.

Lotting Information and Estimated Spend

Lot Name	Estimated Spend per Lot over the Term of the Framework Agreement
Lot 1. On-site Audio Visual Support Service	€3,785,700
Lot 2. Supply and Installation of Audio Visual Equipment	€6,165,000
Lot 3. Audio Visual Consultancy Services	€175,000

Tendering Rules

Tenderers submitting a Tender for Lot 3. Audio Visual Consultancy Services may not submit a Tender for Lots 1 and 2. If a Tenderer submits a response for Lot 3 and another Lot(s), the Tenderer will be invited to choose which Lot(s) they wish to be evaluated for.

Tenderers must confirm in their Tender response the Lot or Lots they are tendering for. If submitting a Tender for more than one Lot **(with the exception of Lot 3)**, Tenderers

must ensure their Tender addresses **all** of the response requirements in this RFT as they apply to each of the Lots being tendered.

Tenderers must be in a position to supply all of the requirements in the Lots they are tendering for, and all the requirements must be priced in UCDOPP5524 Pricing Schedule.

Procedure for the award of the Framework Agreement

It is anticipated that the following number of Framework members (each a “Framework Member”) will be appointed to the Framework Agreement in each Lot as follows:

Lot 1

The top ranked three Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

Lot 2

The top ranked six Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

Lot 3

The top ranked three Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

For the avoidance of doubt, the highest scoring Tenderer by reference to the award criteria set out in this RFT will be ranked number 1, the second highest scoring Tenderer by reference to the award criteria will be ranked number 2, and the third highest scoring Tenderer by reference to the award criteria will be ranked number 3 and so on....

Procedure for the award of the Services Contract in Lot 1 under the Framework Agreement.

The Framework Member who is ranked highest in the award of places on the Framework shall be awarded a Services Contract (“Services Contract”) for Lot 1 for a term of three years with two one-year extensions (five years in total) from the 1st June 2026 to meet the needs of the Contracting Authority on the terms and conditions set out at Appendix 6 Services Contract. The Contracting Authority shall not be under an obligation to procure, purchase or order any minimum number or value of Services pursuant to the Agreement or any Services Contract.

If for any reason the Services Contract is terminated by either party as detailed in the Services Contract; 9. Termination, the Contracting Authority may invite through the issue of further Tender documentation (a “Supplementary Request for Tenders” or “SRFT”) the Framework Members to participate in Mini-Competitions for the provision of these Services for the remainder of the term of the Framework Agreement. The Framework Member who is ranked highest in the award of places on the Framework shall be awarded a Services Contract.

Procedure for the award of the Good Contracts in Lot 2 under the Framework Agreement including for the future projects.

The Framework Member who is ranked highest in the award of places on the Framework shall be awarded a Goods Contract ("Goods Contract") for Lot 2 for the project detailed in Appendix 1: Requirements and Specifications for Lot 2. The Contracting Authority shall not be under an obligation to procure, purchase or order any minimum number or value of Goods pursuant to the Agreement or any Goods Contract.

For future requirements during the term of the Framework Agreement for Lot 2, Contracts may be awarded by either Cascade or by mini-competition as requirements arise.

Cascade and Mini-competition Process for Lot 2

1. Cascade

This cascade mechanism will be utilised where the top ranked three Framework Members identified, will be eligible for a term of one (1) year from commencement of the Framework Agreement to meet the needs of University College Dublin.

For each of the subsequent years of the Framework Agreement, University College Dublin will hold a Mini-Competition among the Framework Members to determine the ranked first, second and third highest for each year. See 6. Award Criteria in Appendix 5. Framework Agreement for award criteria information.

The cascade approach operates where the successful Framework Member, (i.e. the first ranked Tenderer) is not in a position to fulfil its obligations with regards to fulfilling the requirements, then the second ranked Framework Member shall be offered the opportunity to fulfil the requirements. If the second ranked Framework Member is not in a position to fulfil the requirements, it will be offered to the third ranked Framework Member. See below for more details.

Cascade (for each year)

1. In respect of each requirement, University College Dublin shall notify in writing the highest ranked Framework Member of the requirement. The highest ranked Framework Member must revert to University College Dublin in writing within a maximum of twenty four (24) hours of receipt of the notification and confirm its ability to price and fulfil the requirements. The project pricing must be received by the University College Dublin within the stated timeframe.

2. If the highest ranked Framework Member fails to confirm its ability to supply the requirements or cannot fulfil the requirements, then University College Dublin reserves the right to proceed to notify in writing the second highest ranked Framework Member of the requirement. The second highest ranked Framework Member must revert in writing within a maximum of twenty four (24) hours of receipt of the notification and confirm its ability to price and fulfil the requirements. The project pricing must be received by the University College Dublin within the stated timeframe.

3. If the second highest ranked Framework Member fails to confirm its ability to supply the requirements or cannot fulfil the requirements, University College Dublin reserves

the right to proceed to notify the third highest ranked Framework Member of the requirement. The third highest ranked Framework Member must revert in writing within a maximum of twenty four (24) hours of receipt of the notification and confirm its ability to price and fulfil the requirements. The project pricing must be received by the University College Dublin within the stated timeframe.

2. Methodology for Awarding Direct Contracts by Mini-Competition.

In order to facilitate the requirement for a solution where a project is more complex in nature or scale, University College Dublin may contract by the way of mini-competition.

Each time such a requirement arises, University College Dublin will hold a Mini-Competition among the six Framework Members to determine the ranked the most economically advantageous tender for award of the specific contract. Mini-competitions will be conducted in accordance with the terms of the Framework Agreement and the SRFT.

There is no guarantee of any requirements for particular volume or quantity of Goods being awarded to any Framework Member under a Framework Agreement or under any Contract. See Appendix 5. Framework Agreement/6. Award Criteria.

Procedure for the award of Contracts in Lot 3 under the Framework Agreement for the future projects.

The Framework Member who is ranked highest in the award of places on the Framework shall be awarded a Services Contract (“Services Contract”) for Lot 3 for a term of three years with two one-year extensions (five years in total) from the date of the Framework Agreement to meet the needs of the Contracting Authority on the terms and conditions set out at Appendix 6 Services Contract. The Contracting Authority shall not be under an obligation to procure, purchase or order any minimum number or value of Services pursuant to the Agreement or any Services Contract.

If for any reason the Services Contract is terminated by either party as detailed in the Services Contract; 9. Termination, the Contracting Authority may invite through the issue of further Tender documentation (a “Supplementary Request for Tenders” or “SRFT”) the Framework Members to participate in Mini-Competitions for the provision of these Services for the remainder of the term of the Framework Agreement. The Framework Member who is ranked highest in the award of places on the Framework shall be awarded a Services Contract.

Documents Published:

The following documents have been published on www.etenders.gov.ie for this competition:

- UCDOPP5524 Audio Visual Services RFT
- UCDOPP5524 Tender Response Document
- UCDOPP5524 Pricing Schedule
- UCDOPP5524 Shared Teaching Space List
- UCDOPP5524 Indicative Annual Staffing Requirements Lot 1
- UCDOPP5524 Lot 2 Floor Plan

- UCD Campus Map

Incumbent Terms Contractors Staff

The Terms and conditions of the Incumbent Contractors will be provided strictly on request through the message box on www.etenders.gov.ie.

Please note this access will involve completion and signature of a Data Sharing Agreement detailing the Tenderer's bona fides and confirming how the details if shared are managed. Only bona fide Tenderers will be allowed access to this information.

Submission of Tenders:

The following documents must be submitted via the electronic post-box available on www.etenders.gov.ie as detailed in 2.6 Tender Submission Requirements. The Tenderer's submission must address all the requirements and the relevant sections in both the Tender Response Documents and the Pricing schedule must be completed in full:

- a **single** Tender Response Document (Selection and Award Response);
- a **single** Pricing Schedule; and
- Selection criteria supporting documentation as detailed in 3.2 Selection Criteria;
- Award Criteria requested appendices;
- Completed and signed Tenderers' Statement on letterhead; and
- Completed, signed and witnessed Declaration as to Personal Circumstances

All of the above must be submitted via the electronic post-box available on www.etenders.gov.ie as detailed in 2.6 Tender Submission Requirements.

The Contracting Authority will endeavour to conduct the Competition as closely as possible in accordance with the timelines set out below. The Contracting Authority reserves the right to alter the timelines set out below at its sole discretion.

Activity/Milestone	Date
Issue Request for Tender (RFT):	24/09/2025
Bidder's briefing / Site Visit (day and morning)	14/10/2025 (Please see details below)
Deadline for Bidders Briefing/ Site Visit registration	13/09/2025 (12:00pm)
Deadline for queries on RFT	10/11/2025 (12:00pm)
Submission of Tenderer responses to RFT deadline	25/11/2025 (12:00pm)

Bidders Briefing/Site Visit

The Contracting Authority will host a Bidders Briefing and the Site Visit to a number of buildings in Belfield. Tenderers are recommended to avail of the Briefing/Site Visit to ensure a compliant submission.

The Bidders Briefing will be held on the 14th October 2025 (morning). Please note that Tenderers are limited to a maximum of two (2) representatives in attendance at the Briefing/Site Visit.

Tenderers wishing to avail of the opportunity to attend the Briefing/Site Visit must confirm their registration by 12:00 noon on 13th October 2025 via the eTenders messaging facility. Please label your message “RFT Bidders Briefing/Site Visit” and include the names and role title for each individual from your organisation who will attend.

Final details for the Briefing and Site Visit arrangements will be circulated via eTenders to all parties who have pre-registered as required. The Bidders Briefing presentation will be published on www.etenders.gov.ie.

Tenderers are asked to review this RFT document, including all Appendices and to consider submitting their clarification queries in advance of the briefing via eTenders. All clarification queries received during the tender process prior to the clarification deadline will be addressed by University College Dublin using the eTenders messaging facility as per the normative process. (see 2.7 Queries and Clarifications)

- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

Any Framework Agreement that may result from this Competition will be issued for a term of five years (“the Term”).

- 1.5 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”)s in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract or Goods Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contract or Goods Contract that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender for either Lot.

This RFT does not constitute an offer or commitment to enter into either a Framework Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The award of a Framework Agreement does not confer exclusivity on the Contractor.

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a Framework Agreement being executed by or on behalf of the Contracting Authority.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and

the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To submit all documentation which this RFT requires to be submitted with their Tender;
- (b) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (c) To conform to and comply with all instructions and requirements set out within this RFT;
- (d) To submit the statement required under paragraph 2.4 below; and
- (e) Not to alter or edit this RFT in any way.

- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND CONTRACTS

- 2.3.1 Tenderers should note the terms and conditions of the Framework Agreement set out at Appendix 5, the Services Contract set out at Appendix 6 and the Goods Contract set out at Appendix 7 to the RFT.

2.3.2 Tenderers should take legal advice on these documents. The terms and conditions of these documents are not negotiable, and they will be completed in accordance with the commercial terms of the successful tender. In the event that a successful Tenderer attempts to negotiate the terms and conditions of any of these agreements then University College Dublin reserves the right to proceed to award the Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 below.

2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement, the Services Contract and the Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend these Contracts.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. **ALL TENDERERS MUST RETURN**, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract or Goods Contract, the Contractor shall be required to designate a single entity who will carry overall responsibility for the Services Contract/Goods Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 Tender Submission Requirements

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

Tender Upload

The submission must be uploaded as a single zip file, and not individual documents/files. Within the zip file, the following folder structure is to be used for 3.2 Selection Criteria and 3.3 Award Criteria **requested** appendices/attachments:

- 3.2 Selection Criteria: Turnover Evidence for all Lots and Quality Management System for Lot 1.
- 3.3 Award Criteria requested appendices.

- The following documents can be included as individual files within the zipped file:
 - Tender Response Document (Selection and Award Response);
 - Pricing Schedule;
 - Completed and signed Tenderers’ Statement on letterhead; and
 - Completed, signed and witnessed Declaration as to Personal Circumstances

- 2.6.2 Tenders must be received not later than **12.00pm, 25th November 2025** the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

- 2.6.3 Tenders must be submitted in English.

- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using **PDF for the Tender Response Document and Excel for the Pricing Schedule**. Submission in any other format will deem the submission to be non-compliant.

Tenderers must ensure electronic documents are not corrupt, and must not have embedded files or be submitted as RAR files. The Contracting Authority is not responsible for corruption in electronic documents and Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12.00pm, 10th November 2025** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
- 2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the UCDOPP5524 Pricing Schedule available for download at www.etenders.gov.ie. Tenderers are advised that all hours and rates proposed must be commercially sustainable. Please refer to 2.10.6 for price change rules.
- 2.10.2 All prices quoted must be all-inclusive but not limited to:
- i) Lot 1 and 3: Personnel: be all-inclusive (i.e. including but not being limited to wages, insurance, taxes, holiday, sickness, management charges, training, uniforms, PPE, insurances, travel and transport, mobile phone costs, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
 - ii) Lot 2: Equipment: including but not being limited to branding, shipping, duty, packaging, travel, transport, delivery, installation, commissioning, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for twelve (12) months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services supplied under this RFT shall be made subject to and in accordance with the Services Contract at Appendix 6 and the Goods Contract at Appendix 7 to this RFT.
- 2.10.6 In relation to Lot 1; Tenderers should note pricing may be increased only on the twelve month anniversary of start date of the provision of the services and on subsequent twelve monthly anniversaries thereafter in agreement with the Contracting Authority in line with the annual Customer Price Index most recently published at the time of the anniversary.
- A breakdown of cost drivers with **Verifiable** evidence in writing justifying these changes must be submitted with any price change request.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract or Goods Contract awarded, the Contractor(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or Contract awarded pursuant to this Competition or any future competitions will be permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract or Goods Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its a decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract or Goods Contract pursuant to this Competition that the Contractor(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract or Goods Contract arising out of this Competition, the Contractor shall be required to supply proof of it's Tax Clearance status.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include

eliminating a Tenderer from this Competition or terminating any Services Contract or Goods Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.21 INSURANCE

2.21.1 The successful Tenderer(s) shall be required to hold for the term of any Contract awarded under the Framework Agreement the **insurances of the type and to the minimum level specified in the below and as detailed in the relevant SRFT**. The types of and minimum levels of insurance required are not likely to exceed the following insurances:

The Contractor shall be required to hold for the term of any Contract awarded, the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million (for any one claim or series of claims arising out of a single occurrence)
Public Liability	€6.5 million (for any one claim or series of claims arising out of a single occurrence)
Product Liability	€6.5 million (for any one claim or series of claims arising out of a single occurrence)
Motor Insurance	€6.5 million (for any one claim or series of claims arising out of a single occurrence)
Professional Indemnity (Lot 3 only)	€1.5 million (for any one claim or series of claims arising out of a single occurrence)

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Contract (i) they will, from the Effective Date of the Services Contract and Goods Contract (as defined in the awarded Contracts), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the Contractor(s) prior to the award of (and shall be a condition of) any Services Contract or Goods Contract.

2.21.3 The Contractor will, during the term of any Contract awarded, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 Not Used

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above.
- (b) The Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):
 - (i) a Declaration in the form attached at Appendix 4;
 - (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
 - (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
 - (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
 - (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

3.2.A (i) Minimum Turnover Requirement

In respect of each Lot, Tenderers must have a minimum annual turnover (ex VAT) as detailed below per annum in any one of the three previous financial years from the date of this RFT (unless the date of establishment is within the last 12 months, in which case the minimum annual turnover required shall be adjusted on a pro-rata basis based on the number of months of establishment).

Annual Turnover Requirements

Lot No.	Lot Name	Minimum Annual Turnover Requirement (ex VAT)
1	On-site Audio Visual Support Service	1,500,000
2	Supply and Installation of Audio Visual Equipment	2,500,000
3	Audio Visual Consultancy Services	100,000

3.2. A (ii) Second Minimum Turnover Requirement (Lots 1 and 2)

Any Tenderer which is tendering for Lot 1 and 2 and which is successful in applying for both Lots will also need to demonstrate its ability to meet a proportion of the aggregate financial turnover requirements of the combined Lots as follows:

- 100% of the Minimum Annual Turnover Requirement for Lot 2;
plus
- 50% of the Minimum Annual Turnover Requirement for Lot 1.

Second Minimum Turnover Requirement - Calculation

Lots Applying For	Calculation	Minimum annual turnover required to be demonstrated
2	1,500,000 x 100%	1,500,000
1	2,500,000 X 50%	1,250,000
Minimum aggregate financial turnover required to be demonstrated to be appointed to Lots 1 and 2.		2,750,000

If a Tenderer emerges as one of the successful tenderers to be appointed to a Framework Agreement (by application of the Award Criteria set out in paragraph 3.3 of this RFT) but does not meet the Second Minimum Turnover Requirement specified above, the Tenderer will be invited to choose which Framework Agreement (for which the First and Second Minimum Turnover requirements are satisfied) they wish to be placed on. Any place on a Framework Agreement not awarded to such a Tenderer will then be offered to the next ranked Tenderer(s) for that Lot (subject to the rules in this RFT).

Any Tenderer who is unable to make a declaration in respect of any Lot they are applying for shall not be eligible for the award of a Framework Agreement for that Lot and shall be eliminated from the Competition for that Lot.

Documentation/Evidence Required:

It is a requirement that Tenderers provide evidence of their turnover for three previous financial years from the date of this RFT on their Auditor's / Accountants Letterhead and by completing the table in the Tender Response Document.

3.2.B Technical and Professional Ability

3.2.B (i) Previous Experience (all Lots)

Lot 1

Tenderers must within the previous three years from the date of this RFT have successfully delivered two on-site Audio Visual Support Service contracts which include planned preventative maintenance and timely response to service issues on site.

In order to be deemed comparable in terms of **nature, scale and complexity** the projects in question must have similar and comparable specifications to those detailed in Appendix 1 Requirements and Specifications of this RFT.

Documentation/Evidence Required

It is a requirement that Tenderers complete the table below (which is included in the Tender Response Document) providing a verifiable account of the two Customer organisations. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of the example contracts to the requirements of this RFT.

The Tenderers should inform the Customer organisations that the example contracts have been used as a reference project for the purposes of the Competition and that UCD may contact the referees for verification purposes without prior notice to the Tenderers.

Example Contract (Lot 1)	
Customer Organisation Name	
Referee Name:	
Position:	
Contact number:	
Email address:	
Contract start date, term and completion date (if completed)	
Details including description of services provided	
Are any of the goods or services provided by a sub-contractor? If yes, please describe the goods or services provided.	
Detail the relevance of this example contract to the requirements described in this RFT.	
Value of Contract Per annum (for information purposes only)	€

Lot 2

Tenderers must within the previous three years from the date of this RFT have successfully delivered and installed Audio Visual equipment in two contracts including installation and commissioning in a timely manner.

In order to be deemed comparable in terms of **nature, scale and complexity**, the projects in question must have similar and comparable specifications to those detailed in Appendix 1 Requirements and Specifications and Appendix 2 Pricing Schedule of this RFT. **In relation to the values of the contract examples, one must be for over €85k and the second between €20 and €50k.**

Documentation/Evidence Required

It is a requirement that Tenderers complete the table below (which is included in the Tender Response Document) providing a verifiable account of the two Customer organisations. Tenderers must ensure

they provide sufficient information to allow the Contracting Authority to judge the similarity of the example contracts to the requirements of this RFT.

The Tenderers should inform the Customer organisations that the example contracts have been used as a reference project for the purposes of the Competition and that UCD may contact the referees for verification purposes without prior notice to the Tenderers.

Example Contract (Lot 2)	
Customer Organisation Name	
Referee Name:	
Position:	
Contact number:	
Email address:	
Contract start date, term and completion date (if completed)	
Details including description of goods provided	
Are any of the goods installed/commissioned by a sub-contractor? If yes, please describe the services provided.	
Detail the relevance of this example contract to the requirements described in this RFT.	
Value of Contract – please see requirements detailed.	€

Lot 3

Tenderers must within the previous three years from the date of this RFT have successfully provided Audio Visual consultancy in two contracts.

In order to be deemed comparable in terms of **nature, scale and complexity**, the projects in question must have similar and comparable specifications to those detailed in Appendix 1 Requirements and Specifications of this RFT.

Documentation/Evidence Required

It is a requirement that Tenderers complete the table below (which is included in the Tender Response Document) providing a verifiable account of the two Customer organisations. **Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of the example contracts to the requirements of this RFT.**

The Tenderers should inform the Customer organisations that the example contracts have been used as a reference project for the purposes of the Competition and that UCD may contact the referees for verification purposes without prior notice to the Tenderers.

Example Contract (Lot 3)	
Customer Organisation Name	
Referee Name:	
Position:	
Contact number:	
Email address:	
Contract start date, term and completion date (if completed)	
Details including description of consultancy services provided	
Detail the relevance of this example contract to the requirements described in this RFT.	
Value of Contract (for information purposes only)	€

RELIANCE ON THIRD PARTIES**Reliance on Third Party Resources (Financial)**

Tenderers may rely on the financial capacity of other entities for the purposes of meeting any or all of the financial and economic standing requirements stated above.

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by Contracting Authority submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its financial commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Agreement.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition the remainder of its Tender submission will not be assessed.

In the event that a Tenderer fails or is unable to provide the specified documentation or does not demonstrate the Selection Criteria evidence required, the Tenderer will be eliminated from the Competition.

Reliance on Third Party Resources (Technical)

Tenderers may rely on the technical capacity (experience) of other entities for the purposes of meeting any or all of the Technical and Professional ability requirements stated above.

Tenderers should note that economic operators relying on the capacity (experience) of other entities must, when requested by the Contracting Authority, submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Agreement.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition and the remainder of its Tender submission will not be assessed.

In the event that a Tenderer fails or is unable to provide the specified documentation or does not demonstrate the Selection Criteria evidence required, the Tenderer will be eliminated from the Competition.

3.3 AWARD CRITERIA

- 3.3.1** The Framework Agreement will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the Award Criteria detailed below.

1. Qualitative Award Criterion

Tenderers must review the requirements detailed in Appendix 1 Requirements and Specifications and address each of the qualitative Award Criteria detailed below and submit a comprehensive response which demonstrates how these requirements will be dealt with / met and their approach to the proposed delivery of the Services.

Scoring Matrix

Each of the qualitative responses to the Award Criterion above shall be scored initially out according to the following scoring matrix in the table below.

Weighting	Meaning
91% - 100%	A response that demonstrates an excellent level of quality, credibility, and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A response that demonstrates a very good level of quality, credibility, and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% - 79%	A response that demonstrates a satisfactory level of quality, credibility and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Responses to the Award Criteria

Responses to the Award Criteria below must be completed in the Tender Response Document only, available for download on www.etenders.gov.ie using the response boxes provided.

Please note the following rules with regard to response to the criteria:

- 1) The response to the criterion above is limited to the page number above plus any required appendices. The response length is based on minimum font size 11, spacing 1.15 and minimum margins of 1.5cm. One A4 page means one side. Where the Tenderer's response exceeds this limit, the Contracting Authority will only read and evaluate the Tenderer's response up to the specified maximum page count. Any content in excess of the page count limit will not be read or evaluated.

2) Only appendices/attachments requested in each criterion will be evaluated. Any other documents submitted will not be considered requested in each criterion will be evaluated.

3) Please answer all elements of each criterion in sequence from a) onwards.

Lot 1: On-Site Audio Visual Support Services

Quality Award Criteria	Maximum Weighted Marks Available	Minimum Weighted Marks Required to Pass	Maximum Page Number
A. Quality of Tenderer's proposed Mobilisation and Transition Methodology	150	90	6
B. Quality of Tenderer's proposed Contract Performance, Account Management and Reporting	350	210	16
C. Quality of Tenderer's proposed Environmental/Sustainability Management	100	60	5
D. Ultimate Cost	400		
Total Marks	1000		

Tenderers must achieve the Minimum Weighted Mark for each and all qualitative criterion in order to pass to the next stage of the Competition for the Lot.

All Tenders that achieve all of the Minimum Weighted Marks required in all criterion will be evaluated under the Ultimate Cost in respect of the Lot.

Tenderers who fail to achieve the Minimum Weighted Mark in a Qualitative Award Criteria will be eliminated from the Competition in respect of the Lot and shall not be evaluated for Cost in respect of the Lot.

A. Tenderer's proposed Mobilisation and Transition Methodology - 150 marks (6 pages)

Tenderers must submit a clear and comprehensive proposed contract management plan that demonstrates the Tenderer's proposed methodology in respect of the management of the supply and delivery of the on-site support during the initial implementation phase of the Services Contract and throughout the Term of the Services Contract.

Your response must include but not be limited to:

- (a) The Tenderer's organisation structure detailing the support departments such as Operations Director, Managing Director, People Management, Environmental, Health and Safety, Quality, New Technology and Finances.

- (b) How a smooth transition/mobilisation would be delivered to include proposed timeframes, key milestones, persons responsible and their tasks including staff induction. Please include a mobilisation Gantt chart as an appendix.
- (c) Details of the proposed Mobilisation Manager and the percentage of time dedicated to the mobilisation process.
- (d) The main challenges (including but not limited to the challenges of mobilising on a live campus environment, and health & safety requirements) that will be encountered during the mobilisation process, and the measures taken to mitigate the effect of same on the daily activities of the University.

B. Tenderer's proposed Contract Performance and Account Management - 350 marks (16 pages)

Tenderers must provide a clear and comprehensive methodology for their contract and performance management, business continuity of service and reporting as per the requirements in Appendix 1 Requirements and Specifications of this RFT, which must include but not be limited to the following:

- a) Proposed Account Manager details and experience in relation to similar clients. Please detail how they will manage the contract to ensure the required services are provided as well as the timely delivery of management information and KPI reporting. The percentage of time dedicated to this contract should be included in your response as well as sample Management Information and KPI reporting as detailed in Appendix 1. Please include a bio as an appendix.
- b) Details of the Technical personnel that will provide the On-Site Audio Visual Support Service including programming of audio visual room control equipment i.e. touch button and capacitive touch control panel including programming of audio visual room control equipment i.e. touch button and capacitive touch control panel. Please include bios of the proposed AV technicians including experiences and training. These may be submitted as appendices. Please also detail contingency plans and ability to source replacement competent technical resources if required.
- c) How proposed staff will be appropriately trained, upskilled, and supervised to ensure health & safety compliance, IT & network security compliance, high productivity levels, efficient and effective results, and high service levels at all times on a day-to-day basis. Please include details on your organisation's approach to staff retention.
- d) The approach to contingency planning and the provision of back-up resources to meet all requirements of the Services Contract in the event of an unforeseen event within the University to support business continuity or if extra support service is required. or if extra support service is required.
- e) Describe the proposed procedure for handling complaints, detailing the escalation procedures within your organisation including hierarchy to ensure efficient resolution of service issues as well as corrective actions and lessons learned for the benefit of the Services Contract. Please name the personnel and timeframe involved at each level from site-based management to Managing Director.
- f) The process for planned preventative maintenance of existing and future equipment to ensure the AV equipment is kept functioning in a reliable manner. Your response must include a sample report that documents AV checks carried out in a typical lecture theatre and a list of minor remedial issues that can be expected to be addressed during any planned preventative visit.

- g) Describe reactive maintenance (out of hours) procedures which will meet the requirements set out in Appendix 1. Requirements and Specifications including how out of hours calls are closed out including reporting and follow up.
- h) Details of the Tenderer's equipment/parts supply chain including back-up suppliers that will ensure appropriate, genuine and compatible parts are available.
- i) Details of Technology Partnerships with technology vendors demonstrating the Tenderer's ability to maintain Audio Visual equipment that is fit for purpose, readily maintainable and has long life, with sustainable and robust performance. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the technology partnership information submitted.
- j) Outline the proposed transition procedures for the end of the contract term, including the handover of relevant information such as anonymised information relating to the terms and conditions of the employment of all persons providing the Services.

C. Tenderer's proposed Environmental/Sustainability Management - 100 marks (5 pages)

In conjunction with University College Dublin's strategic direction as detailed in the Breaking Boundaries Strategy to 2030 and in consideration of the UCD Sustainability Plan, the ISO 50001 certification for its energy and water management, Tenderers must demonstrate in a clear and comprehensive manner how they propose to approach and manage the environmental and sustainability requirements of University College Dublin in the provision of their services.

Responses should include but not be limited to:

- a) Provide details of the proposed vehicles that will be used in each UCD location including fuel type and emission levels. If the proposed fleet is not currently low or zero-emission, please detail the timeframe when these will be introduced to the UCD locations
- b) Describe your approach and measures to improve the recovery of raw materials, energy or other valuable by-products in the processing of any obsolete AV equipment, electrical components and general waste during servicing in accordance with Circular Economy principles.
- c) Describe your approach and measures to improve the recovery of raw materials, energy or other valuable by-products in the processing of any obsolete AV equipment, electrical components and general waste during servicing in accordance with Circular Economy principles.
- d) Tenderers must provide evidence of registration with the national registration body (Producer Register Ltd) and compliance with obligations for WEEE and any end life service offered. This may be submitted as an appendix.
- e) The approach to the operational procedures for minimising environmental impact of your services in the UCD locations.

Lot 2: Supply and Installation of Audio Visual Equipment

Quality Award Criteria	Maximum Weighted Marks Available	Minimum Weighted Marks Required to Pass	Maximum Page Number
A. Quality of Tenderer's proposed methodology for Fulfilment of Equipment Requirements	550	330	10
B. Quality of Tenderer's proposed Environmental/Sustainability Management	150	90	5
C. Ultimate Cost	300		
Total Marks	1000		

Tenderers must achieve the Minimum Weighted Mark for each and all qualitative criterion in order to pass to the next stage of the Competition for the Lot.

All Tenders that achieve all of the Minimum Weighted Marks required in all criterion will be evaluated under the Ultimate Cost in respect of the Lot.

Tenderers who fail to achieve the Minimum Weighted Mark in a Qualitative Award Criteria will be eliminated from the Competition in respect of the Lot and shall not be evaluated for Cost in respect of the Lot.

A. Tenderer's proposed methodology for Fulfilment of Equipment Requirements - 550 marks (10 pages)

Tenderers must submit a clear and comprehensive proposed work plan that demonstrates the Tenderer's proposed methodology in respect of the supply equipment that is fit for purpose to meet UCD audio visual standards and requirements for **the project as detailed in Appendix 1: Requirements and Specifications**.

Your response must include but not be limited to:

- a) A detailed proposal for the supply, install and commissioning of AV equipment in line with the project requirements and should include:
 - i. A comprehensive description of the proposed technical solution and proposed equipment. Please give reasons for your choice of equipment.
 - ii. An itemised list of proposed equipment including manufacturers, model numbers, and realistic lead times. (Alternative solutions/ equipment can be provided as line items to demonstrate contingency planning for long lead times). **Pricing must not be included in this list**. Please include it as an Appendix, separate to the UCDOPP5524 Pricing schedule.

- iii. Technical data sheets to be provided for all equipment. Please include it as an Appendix.
- b) A detailed project management proposal to encompass the entire lifecycle of the project, this should include:
 - i. Realistic timelines for each stage of the project.
 - ii. Risk Assessment. Please include it as an Appendix.
 - iii. Project management plan for installation and commissioning.
 - iv. Handover and examples of documentation that would be provided to the University following handover.
 - v. Follow up after installation and addressing of technical snags reported.
- c) Outline what the Tenderer would consider to be the biggest challenges encountered on a project such as this and what plans will be put in place or what procedures might follow to mitigate their effects to the customer.
- d) Details of the Technology Partnerships with technology vendors demonstrating the Tenderer's ability to provide Audio Visual equipment that is fit for purpose, readily maintainable and has long life, with sustainable and robust performance. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the technology partnership information submitted.

B. Tenderer's proposed Environmental/Sustainability Management - 150 marks (5 pages)

In conjunction with University College Dublin's strategic direction as detailed in the Breaking Boundaries Strategy to 2030 and in consideration of the UCD Sustainability Plan, the ISO 50001 certification for its energy and water management, Tenderers must demonstrate in a clear and comprehensive manner how they propose to approach and manage the environmental and sustainability requirements of University College Dublin as detailed in Sustainability and Environmental Matters of Appendix 1 Requirements and Specifications in the provision of their services.

Responses should include but not be limited to:

- a) Provide details of the proposed vehicles that will be used in each UCD location including fuel type and emission levels. If the proposed fleet is not currently low or zero-emission, please detail the timeframe when these will be introduced to the UCD locations
- b) Proposals for the reduction of the environmental impact of their operations including any equipment initiatives **for the Contracting Authority** e.g. projectors with capability to operate on an eco-setting that meets projector image brightness requirements for the room environment.
- c) Describe your approach and measures to improve the recovery of raw materials, energy or other valuable by-products in the processing of any obsolete AV equipment, electrical components and general waste following installation in accordance with Circular Economy principles.
- d) The approach to the operational procedures for minimising environmental impact of your services in the UCD locations.
- e) Tenderers must provide evidence of registration with the national registration body (Producer Register Ltd) and compliance with obligations for WEEE and any end life service offered.

Lot 3: Audio Visual Consultancy

Quality Award Criteria	Maximum Weighted Marks Available	Minimum Weighted Marks Required to Pass	Maximum Page Number
A. Quality of Tenderer's proposed methodology for Provision of Consultancy Services	600	360	6
B. Ultimate Cost	400		
Total Marks	1000		

Tenderers must achieve the Minimum Weighted Mark for the qualitative criteria in order to pass to the next stage of the Competition for the Lot.

All Tenders that achieve all of the Minimum Weighted Marks required in the criterion will be evaluated under the Ultimate Cost in respect of the Lot.

Tenderers who fail to achieve the Minimum Weighted Mark in the Qualitative Award Criteria will be eliminated from the Competition in respect of the Lot and shall not be evaluated for Cost in respect of the Lot.

A. Tenderer's proposed methodology for Provision of Consultancy Services - 600 marks (6 pages)

Tenderers must submit a clear and comprehensive proposal that demonstrates the Tenderer's ability and proposed methodology to deliver consultancy services in respect of requirements that UCD may have in relation to audio visual consultancy.

Your response must include but not be limited to

- a) Details of the key personnel within your organisation that will provide consultancy services. Please include bios of the proposed personnel including experiences and training. These may be submitted as appendices.
- b) Training, research, continuous professional development, and other initiatives the Tenderer undertakes to ensure the technical information provided is current and appropriate to the project they have been asked to consult on.
- c) Describe your approach to the delivery of a consultancy project from initiation to project delivery, including engagement with both the client and market, continuous reporting on key milestones, and expected documentation handover at project conclusion.
- d) The approach to the operational procedures for minimising environmental impact of your services in the UCD locations.

Ultimate Cost (all Lots)

The Ultimate Cost marks attributed to each Lot 1 – 3 are detailed below.

Lot	Ultimate Cost
Lot 1. On-site Audio Visual Support Service	400
Lot 2. Supply and Installation of Audio Visual Equipment	300
Lot 3. Audio Visual Consultancy Services	400

Lot 1

The Tenderer whose total Ultimate Cost (all-inclusive price) (as specified in Appendix 2: Pricing Schedule) is the lowest in the Lot shall be awarded the maximum marks available (400), and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula in the Lot:

$$\frac{\text{Maximum number of marks available (400) x Lowest Ultimate Cost}}{\text{Ultimate Cost under evaluation}}$$

Lot 2

The Tenderer whose total Ultimate Cost (all-inclusive price) (as specified in Appendix 2: Pricing Schedule) is the lowest in the Lot shall be awarded the maximum marks available (300), and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula in the Lot:

$$\frac{\text{Maximum number of marks available (300) x Lowest Ultimate Cost}}{\text{Ultimate Cost under evaluation}}$$

Lot 3

The Tenderer whose total Ultimate Cost (all-inclusive price) (as specified in Appendix 2: Pricing Schedule) is the lowest in the Lot shall be awarded the maximum marks available (400), and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula in the Lot:

$$\frac{\text{Maximum number of marks available (400) x Lowest Ultimate Cost}}{\text{Ultimate Cost under evaluation}}$$

2. How Final Scores will be calculated (all Lots)

The total score awarded for a Tenderer will be the cumulative total of marks received for the Qualitative Award Criteria and the marks achieved for the Cost criterion to arrive at a total mark out of a maximum of 1,000 marks.

It is anticipated that the following number of Tenderers in each Lot that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

Lot 1

The top ranked three Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

Lot 2

The top ranked six Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

Lot 3

The top ranked three Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

3. Tie Break Rule (all Lots)

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark), the following tie-break rules will be adopted:

- (i) The Tenderer who has been awarded the highest overall mark for the Qualitative Award Criteria element (non-cost related element) of their Tender will be deemed to be the higher ranking.
- (ii) In the event of the application of this tie-break rule is still not resulting in the determination of the higher ranking Tenderer at this stage, the approach will continue to be applied to each of the Qualitative Award Criteria (non-cost related element) in the order in the tables above in each Lot, until such time as the higher ranking Tenderer can be determined.
- (i) In the unlikely event that the Tenderers have received the same marks for each of the Qualitative Award Criteria elements, the Tenderer who has been awarded the highest marks for Ultimate Cost will be deemed to be the higher ranking Tenderer.

- 3.3.2** Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Agreement to the highest ranked Tenderers (as determined by paragraph 3.3.1) will be conditional upon the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (ii) all or any of the supporting documents specified at paragraph 2.17 and 2.21 and (iii) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

The successful Tenderer (“most economically advantageous”) may be required to make a presentation of the proposal contained in their Tender.

The Contracting Authority will not be responsible for the cost of such presentation (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the “Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement, Services Contract for Lot 1 and Goods Contract in Lot 2 in duplicate to the Contracting Authority no later than five (5) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. Any signed Framework Agreement and Contracts returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement, Services Contract, Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the these Contracts to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

ABOUT THE CONTRACTING AUTHORITY

Founded in 1854, University College Dublin (UCD) is a dynamic, modern University and is the largest University in Ireland with seven Colleges and thirty-eight Schools offering a comprehensive range of undergraduate and postgraduate programmes and is ranked within the top 1% of higher education institutions worldwide. Including overseas operations its student population is over 33,000 of whom over 9,500 are graduate students. UCD is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally. UCD is also a major employer with over 4,000 permanent personnel (full-time and part-time). For further information on UCD please visit www.ucd.ie.

UCD, Belfield

The main campus of UCD is situated at Belfield about 5 km to the south of the centre of Dublin. This 142-hectare site, positioned between low-lying hills and Dublin Bay, is attractively landscaped and accommodates most of the colleges of UCD and additionally its administration, student residences and numerous sporting and leisure facilities.

See <https://www.ucd.ie/>

UCD Michael Smurfit Graduate Business School, Blackrock

A second campus, the UCD Michael Smurfit Graduate Business School is located approx. 2 km away from Belfield, in Blackrock Co. Dublin. Primarily focusing on post – graduate and executive business education, this 6.5 hectare campus also contains residences for a small number of students. See <https://www.smurfitschool.ie/>

UCD Beech Hill / Founders District

The UCD School of Physics has relocated to the L.M.I. Building in Beech Hill from September 2023 while the Science Phase III upgrade is in progress on the main campus. This building is just beyond the edge of campus on Beech Hill Road.

See: https://physicslabs.ucd.ie/info/beech_hill/

UCD Lyons Farm

Nestled on 605 acres of lush, fertile land in Co Kildare, Lyons Farm stands as a beacon of agricultural excellence and research innovation. Celebrating 62 years of operation, it is the only university farm in Ireland, offering a full ecosystem that includes beef, dairy, sheep, equine, crops, pigs and goats. With its HPRA (Health Products Regulatory Authority) certification and heritage site status, Lyons Farm is not only a research powerhouse but also a custodian of Ireland's rich agricultural legacy.

Managed by highly skilled farming and agrifood professionals, Lyons Farm supports in excess of €40 million in grant approved research and caters to over 2,000 undergraduate students and postgraduate researchers. The farm as a research facility is a key enabler in securing critical funding. It is a dynamic hub where groundbreaking ideas and activities are seeded and nurtured in an applied academic setting. The farm plays a pivotal role in three strategic initiatives vital to Ireland's future: Creating a Sustainable Future, the National Climate Action Plan, and the National Food Vision 2030 strategy.

Recent advancements include the newly opened AgTechUCD Innovation Centre and UCD BiMeda Herd Health Hub, which serve as incubators for the latest innovations and startups in the agrifood industry. The farm provides a research infrastructure to all UCD Schools, currently facilitating over 50 research projects in a given year, from Engineering to Medicine, Veterinary to Environmental Science and Agriculture to Food Science..

See <https://www.ucd.ie/lyonsfarm/>.

Museum of Literature Ireland (MoLI)

The Museum of Literature Ireland, branded MoLI in an homage to Molly Bloom, is a literary museum based in UCD's Newman House, St Stephen's Green, Dublin 2. The museum is a partnership between the National Library of Ireland and University College Dublin.

See <https://moli.ie/>

Buildings Under the Current Campus Development Plan

UCD O'Connor Centre for Learning (CFL)

The UCD O'Connor Centre for Learning is included within the current campus development plan. The building will comprise 11,580m² of floor space across four levels, incorporating teaching and workspace facilities, a future learning resource hub, an atrium, and other common areas. This is provisionally scheduled for opening in January 2026. Further information on the building, including floor plan drawings can be found on our website

<https://www.ucd.ie/estates/operations/ucdoconnorcentreforlearning/>.

Science Phase III

The UCD Science Centre Phase III development is also under way, involving the refurbishment and extension of the Science North and Science West buildings, which were some of the first structures erected on the Belfield campus in the 1960s. The project will refurbish approximately 14,500 m² of existing space and add 8,500 m² of new facilities, creating a state-of-the-art environment for scientific teaching and research. This will come online in two phases, with Science North estimated to come online in January 2026 and Science West in April 2026.

Newman Refurbishment

The Newman Building, opened in 1970, spans about 23,000m² over six floors. Originally home to Arts, Humanities, Social Science, and Law, it was part of the 1964 campus master plan. Fire safety upgrades were completed in 2015, followed by a phased refurbishment that modernized 10,100m² before pausing in 2020 due to COVID-19. Currently, the university is expanding Block H, adding two new floors and link corridors to Blocks E and K, along with improved access and a new stairwell. This will add approximately 2,296m² to the building.

Sports and student amenity masterplan

Construction of Phase II of the Sports and Student Amenity Masterplan is now underway. This phase will introduce a multi-purpose sports hall, and an indoor tennis centre, which will also serve as an examination and assessment venue, further enriching campus life.

UCD By Numbers

1	Ranked within top 1% of higher education institutions world-wide
32	Percentage of international students
35	Percentage of undergraduate students from under represented cohorts
37	Percentage of international staff
64	Percentage of non-Exchequer funding
133	Hectares making up the woodland campus
151	Number of nationalities within the student body
718	Million euro annual turnover
722	Million euro won in externally funded research in last 5 years
2,015	Academic staff (FTEs)
2,058	Number of PhD students
1854	Year founded by John Henry Newman
2,244	Support Staff (FTEs)
5,197	Number of international students in overseas operations
11,139	Number of international students on main campus
11,708	Number of graduate students
13,273	Number of awards conferred each year
39,522	Total number of students (including overseas operations)
167,177	Square meters of science, engineering and innovation related facilities
304,426	Number of alumni across 184 countries
1,900,000	Approximate number of annual visits to library facilities

Notes:

Student data taken from HEA SRS Census Return as of 1 March 2024

Staff data taken from HR Quarterly Return February 2024

FTEs – Full Time Equivalents

Turnover figure taken from signed financial statements, 23 March 2023.

Other Resources

The University's Campus Development Plan is available at: <https://www.ucd.ie/campusdevelopment/>

The University's Strategic Plan is available at <https://strategy.ucd.ie/>

UCD Climate Action Roadmap 2024 at

Sustainability and Environmental Matters

UCD has made sustainability a defining attribute of its strategic direction in the Breaking Boundaries Strategy to 2030. The university bases its definition of sustainability on the UN Sustainable Development Goals (SDGs), encompassing social justice, enterprise and governance as well as environmental considerations. UCD is ranked number one in Ireland and in the top 50 globally in the QS World University Rankings for Sustainability. Guided by a comprehensive [UCD Sustainability Plan](#), sustainability is embedded across UCD's educational programmes, student experience, research and innovation, campus operations, and external engagement.

UCD has achieved ISO 50001 certification for its energy and water management systems and holds the Smarter Travel Mark – Gold from the National Transport Authority, recognising excellence in promoting sustainable and active travel. In recognition of its leadership in advancing the SDGs, UCD was designated an SDG Champion for 2024–2025 by the then Department of the Environment, Climate and Communications.

Through these initiatives, UCD continues to demonstrate its commitment to delivering meaningful impact through sustainability in policy, practice, and everyday operations.

Energy Management

UCD operates to an ISO50001 certified Energy and Water Management System (EWMS). UCD is committed to continual improvement in the area of energy efficiency and carbon reduction. All activities on campus must be carried out in unison with the UCD EWMS system. UCD has a target to improve energy efficiency by 50% and to reduce carbon emissions by 51% by 2030 in line with the 2021 climate action plan. Continually improving energy and water efficiency is a key UCD goal and all activities are carried out in unison with the UCD ISO 50001 energy management system.

UCD ESTATE SERVICES

UCD Estate Services

Estate Services is a support unit of the University responsible for the care, operation, and development of the physical infrastructure of the University's estate, including management of residential, retail, catering, and other licenced activities on campus.

The key role of the unit is the management and care of the Estate. It is recognised that the scope of responsibility for Estate Services is broadly as follows:

- Management and operation of academic building portfolio
- Management and operation of external hard and soft landscapes
- Management and operation of student accommodation
- Provision of catering and hospitality services
- Management and provision of support services such as mail, photocopying and bulk printing, merchandising etc.
- Energy Management, including the procurement and management of utilities.

- Delivery of the Capital Programme and minor works projects for both new build and refurbishment projects.
- Maintaining fabric of approximately 419,588.06m² of building space
- Maintaining the grounds of the University including grass-based pitches.

UCD Contact Centre

The UCD Estate Services Contact Centre aims to provide a single point of contact for the UCD Community. The Contact Centre acts as the hub for Estate Services whereby staff, students, residents and the public request information and support regarding various issues ranging from wayfinding, lost, and found, maintenance issues and support for residents, students, and staff on Campus. It enables anyone within the UCD Community to request support for any maintenance issues and general enquiries in an efficient and effective way that fosters a positive Campus experience. Contact can be made face to face, via email, or through our contact centre that facilitates calls from AV Support, Maintenance, Residences and Switchboard. The Contact Centre, based in the Village, performs customer service and administrative duties for campus-wide support.

The Contact Centre will log the maintenance requests into the correct category, and these will then be made available to the relevant Contractor via the Agiloft platform as detailed below:

Agiloft

The Contact Centre receives requests from staff, students or residents via email or walk-ins to the Welcome Desk. The Contact Centre staff will log these requests into our maintenance software under the appropriate functional area i.e. Electric, Mechanical, Grounds, Fabric, Moves, AV, Cleaning. Once a job is logged in this software by the Contact Centre, it will send two automatic alerts; one will notify the customer that the job has been logged, the other will alert the appropriate Services Provider that there is a job onsite for them to attend to. The Service Provider will receive this alert notification through a PDA device or mobile phone. The Service Provider will then assign the job to a member of their team. Once the job is completed, they will close the job on the system. The software will then send an automatic notification to the customer to inform them that the job is closed.

Estate Services operate a Contact Centre where all requirements are captured and allocated as “jobs” to both Contractor and relevant UCD personnel. Agiloft is currently used to manage this process (please note that this may change during the term of any Contract). These jobs are triaged and categorised into the perceived trade e.g, Mechanical, AV Support, Electrical, BMS, Fabric etc.

GREEN PUBLIC PROCUREMENT (GPP) OBLIGATIONS

TS1. Ecodesign and applicable standards

Electronic displays and televisions must comply with the ecodesign requirements set out in Regulation (EU) 2019/20216 (as amended). This includes compliance with Directive 2011/65/EU on the restriction of certain hazardous substances in electrical and electronic equipment (RoHS) and Directive 2012/19/EU on waste electrical and electronic equipment (WEEE Directive).

Verification: Tenderers must provide the product Declaration of Conformity confirming that the above requirements are met.

TS3. Product longevity and warranty

Repair or replacement of the electronic display/television and each of its components must be covered by the warranty terms for a minimum of two years from the date of commissioning. The tenderer must confirm that genuine or equivalent spare parts will be available for at least ten years from the date of purchase. Where repair work is undertaken the maximum time period from notification of the fault through to its resolution must be stated together with the provision which will be made for temporary alternative equipment where required.

Verification: Tenderers must provide a copy of the warranty terms which includes the above requirements.

TS4. Installation instructions and user information

The equipment must be supplied with installation instructions and user information in printed (on the packaging and/or on documentation accompanying the product) and electronic format, which include the following:

- a. Full installation instructions, including:
 - i. instructions specifying that the equipment shall be installed by fully trained fitters;
 - ii. any specific precautions that shall be taken when the equipment is assembled or installed;
 - iii. instructions specifying how the control settings of the equipment shall be adjusted properly after installation;
 - iv. information on who the fitter can approach for guidance on installation;
- b. Operating instructions for service personnel;
- c. User information, including:
 - i. references to competent installers and service personnel;
 - ii. recommendations on the proper use and maintenance of the equipment;
 - iii. advice on how users can minimise the environmental impact of the equipment, in particular information on use to minimise energy consumption;
 - iv. if applicable, information on how diagnostic results should be interpreted and how they can be improved;
 - v. information about which spare parts can be replaced;
- d. Details for end-of-life handling, including contact details for the scheme responsible for WEEE.

Verification: A copy of the installation instructions and user information which will be supplied with the equipment must be provided in electronic format as part of the tender.

TS5. End-of-life service

Tenderers must provide a service for the re-use and recycling of the whole product or of components requiring selective treatment in accordance with Annex VII of the WEEE Directive, for equipment that has reached the end of its service life. The service must comprise the following activities:

- Collection (take back system);
- Functional testing, servicing, repair and upgrading to prepare products or components for re-use;
- Dismantling for component re-use, recycling and/or disposal.

Preparation for re-use, recycling and disposal operations must be carried out in full compliance with the requirements in Article 8 and Annexes VII and VIII of the (recast) WEEE Directive 2012/19/EU (as amended) and with reference to the list of components for selective treatment.

Verification: The tenderer must provide details of the arrangements for collection, preparation for re-use, and recycling/disposal. This must include valid proof of the producer's registration with the national registration scheme for WEEE.

CPC2. Confirmation of WEEE reporting

At the time of submitting an invoice in respect of any products supplied under the contract, the contractor must provide evidence that the producer has reported these products to the national registration body, in accordance with S.I. 149/2014 (as amended) on waste electrical and electronic equipment. This may be in the form of a link showing the producer's up-to-date registration with the national registration body.

LOT 1: ON-SITE AUDIO VISUAL SUPPORT SERVICE

Introduction

On behalf of the University, UCD Estate Services manages the AV equipment in the university's shared teaching portfolio. Rooms within this portfolio are centrally bookable and available for use by all Schools and UCD event organisers, primarily for teaching and learning activities.

The number of rooms within the portfolio is dynamic and regularly changes in line with operational needs. The portfolio currently stands at approximately 225 rooms located across approximately 25 buildings and two campuses (Belfield and Blackrock). The type of teaching spaces within the portfolio range from large 200-500 seater tiered lecture theatres, 60-100 seater Active Learning Environment (ALE) style classrooms, to 15-60 seater standard classrooms.

Rooms in the portfolio are heavily utilised over the academic year with highest usage occurring during the Autumn and Spring trimesters, both a teaching block of 12 weeks either side of Christmas. A notable change in recent years is an increased usage of rooms during the Summer trimester and at other 'out-of-term' times for commercial activity, events and supplementary teaching and learning activities.

UCDOPP5524 Shared Teaching Space List available for download from www.etenders.gov.ie provides a detailed summary of the shared teaching portfolio and the type of equipment installed. Please note the inclusion of 16 shared teaching spaces located on the Blackrock campus.

Further information of Estate Services AV Support is available on our website, <https://www.ucd.ie/estates/ourservices/avsupport/>.

Overarching Principles in supporting the Shared Teaching Portfolio

Since 2008, UCD has implemented the central support of the shared teaching portfolio, managed by Estate Services, and over this time some key principles have been developed that underpin the support of the portfolio:

- Standardisation of equipment and the end user experience
- Simplification of user interface
- Resilience and enhanced continuity of availability
- Tamper-proofing

Considering the size of the shared teaching portfolio across buildings of varying age, Estate Services ensure that these principles remain core to the support of the rooms for the support and maintenance provision and equipment upgrading over a multi year cycle.

The Maintenance & Support Service

It is envisaged that the service will include several types of response:

- First response to users – responding in person within 5 minutes to users in classrooms who need assistance with the operation of AV equipment.
- Second level response - more advanced technical assistance is required when a piece of equipment malfunctions.
- Planned Upkeep and Maintenance – the team on site will be expected to carry out routine maintenance and cleaning (including writing boards) on a periodic basis, servicing and replacing of consumables as required.
- Preventative Action – routine interventions to ensure interruptions are kept to an absolute minimum, powering up lecture theatre equipment on mornings to facilitate a timely start of daily classes.
- “Pre-term checks” – a bi-annual thorough and comprehensive review and report of the AV equipment in the shared teaching portfolio in advance of the Autumn and Spring Trimester to ensure the equipment is prepared for the commencement of teaching and that areas requiring attention are highlighted.
- “AV Clinics” – a bi-annual two week long initiative to encourage users of shared teaching spaces to book a time slot and attend one-on-one training in the use of AV equipment.
- Teaching Support – pre-arranged technical support and training for staff, typically requested for their first lecture of the term. Allows for demonstration of the AV equipment within the given teaching space.

The Contractor will be required to prepare a timetable of checks on all AV equipment in the shared teaching portfolio with a view to predicting and resolving failures before they affect users. At a minimum these checks will include:

- Monitoring usage hours and laser / lamp life, replacing bulbs as required,
- Tightening connections and replacing damaged cables,
- Ensuring that equipment racks and cabling are neat and tidy,
- Checking that all control panels are programmed and working appropriately,
- Realigning projectors,
- Checking for signs of tamper or accidental damage,

- Equipment cleaning, including filter changing as required,
- Ensuring that classroom equipment has most up to date firmware installed,
- Noting any room fabric/maintenance issues to be addressed by Estate Services,
- Updating the AV asset register.
- Updating the AV Mastersheet of equipment on site

All checks must be logged and where more extensive remedial action is required, this will be planned in conjunction with Estate Services. The planned preventative maintenance activities will be under constant review at the weekly/monthly meetings with Estate Services. The overarching objective of the service is to minimise the disruption of classes caused by either faults with AV equipment or users not being able to operate the equipment correctly.

Typically users alert Estate Services to their requirement for assistance in a teaching space using a dedicated telephone (routed to the Contact Centre) in the room or nearby in a corridor. Details of the call are logged on the Estate Services Portal while an AV technician is dispatched to the room without delay via digital radio. On average the operative is in the room within 5 minutes and most matters are resolved and closed on the Portal in less than 10 minutes. On the Blackrock campus, initial first line troubleshooting will be provided by the on-site Estate Services staff in Blackrock Campus Services with an AV technician providing follow up support at the earliest opportunity as necessary. For this reason, as well as the need to transport equipment around the Belfield campus, it is essential that the AV technician team includes those with use of a company vehicle.

On the occasions when the matter is not resolved by the AV technician, the class facilitator will be offered a change of room by the AV technician and if accepted will be facilitated by the AV technician with support from the Estate Services Contact Centre. This includes showing the class to the new room and assisting with the powering up of AV equipment and commencement of class.

A newly established agreement with UCD IT Services is for a maximum of three pieces of equipment per room to be hosted on an AV VLAN in the UCD network - the room control panel, the digital matrix processing switch and the wireless presenting unit. The Contractor will be expected to work with Estate Services to maximise the potential for this to deliver efficiencies in the management of AV equipment, troubleshooting and providing support to AV equipment users.

The service is dedicated to supporting all shared teaching spaces but Estate Services operates a “good neighbour” policy towards Schools and Units that manage other spaces. Typically this involves the once-off provision of immediate assistance to a user experiencing unforeseen difficulties with equipment when a class is underway. Assistance is provided if it does not adversely affect the support of the shared teaching spaces and is at the discretion of Estate Services. Any follow-up or remedial work arising is arranged separately by the relevant School or Unit. Typically this type of incident only occurs two or three times a month during the busiest times of the year.

Reactive Maintenance (Out of Hours Callouts)

In certain circumstances reactive maintenance will be required outside of normal operating hours. In the event of a critical fault or failure of equipment, whereby there would be significant disruption to University operations, it would be expected that the Contractor provide an out of hours response procedure whereby critical faults can be escalated to a designated OOH contact number. It is essential

that any such calls are resolved, either through on-site attendance or an agreed response within a 4-hour time frame. It is important to note that this aspect of the service is intended for major disruptions/critical faults and as such will only be called upon in limited circumstances.

AV Technician Team

The Contractor will be expected to maintain a dedicated team of suitably qualified staff on the Belfield campus to adequately respond to all aspects of support during the academic year as described in the below table. The team must at a minimum have the capacity to respond to requests arising on the Belfield or Blackrock campuses between the core hours of business 08:30-17:15 Monday to Friday during the Autumn and Spring Trimesters. Support will also be required during the Summer Trimester and other out of term times, as noted in the introduction. While the requirements for these times are dynamic and subject to change, an indicative schedule of the requirements for the AV Technician team over a calendar year is indicated in UCDOPP5524 Indicative Annual Staffing Requirements Lot 1 available for download from www.etenders.gov.ie.

On-site staff will be required to wear a suitable uniform and have access to suitable PPE if required, all of which should be provided by the company. On-site Staff are also required to carry a UCD Ucard ID that is visibly prominent at all times.

The AV Technician team is co-located with Estate Services on the Belfield campus to facilitate the quickest response times to all relevant buildings and the activity of the team is overseen by a designated member of the management team of Estates Services. All members of the team must be supplied with a mobile phone, (provided by the company) and carry a radio (provided by Estate Services) at all times while on duty. Technicians must also be provided with a laptop (by the company), to allow for programming of audio visual hardware, including switchers, amplifiers, and DSPs. One of these devices must have internet access, as this will be used by the technicians to update and log cases on UCD Estate Services' issue ticketing system, *Agiloft*.

Typically, the team disperse across the campus throughout the working day in order to be able to physically attend to problems in the teaching spaces within the target of 5 minutes. When on duty the team will actively engage in monitoring and checking that equipment is in full working order. In particular the team must ensure that they have checked the equipment in all rooms that are in use after 6pm each evening. Similarly equipment in rooms scheduled for use over weekends must be checked on Friday afternoon.

The role of an AV technician is front-facing and the nature of the duties undertaken by the AV technician team requires that they have capability in technical skills to interact, maintain and fix AV equipment and also communication and customer services skills to ensure overall excellent service delivery. The continuity of AV systems is critical and it is expected that there will be an on-site control programming capability amongst the AV Technician teams.

UCD is a site where both Apple, Windows and other operating software devices can be used by faculty in 'Bring Your Own Device' rooms. The AV Technician team will be required to have the capability to assist users with these various OS's, such as guidance on how to duplicate their screen to the projector or close programs so the device has processing power to duplicate.

While all members of the AV Technician team will be expected to generate strong working relationships with applicable colleagues in Estate Services, a member of the team must be designated as a Supervisor, also referred to as a Senior AV Technician, to supervise their colleagues on-site in all elements of the successful delivery of their role, act as an escalation point where necessary and engage with the Estate Services management team about the shared teaching portfolio including attendance at the weekly AV operations meeting.

The Contractor should also nominate an Account Manager for the site who will be available to engage with the Estate Services management team on a regular basis, including attendance at a monthly meeting with KPI review.

The holders of the Supervisor and Key Account Manager roles will be expected to provide feedback on equipment performance and suitability and regularly provide information on roadmaps for certain technologies or highlighting emerging technologies or products for consideration.

Overall, the AV technician team and back up resources must have the human and technical skills to deliver the services as described above.

4 weeks in advance of the Autumn Trimester

- Ensure that all equipment in each room has been serviced, cleaned and is ready to function in time for Orientation week and the start of the trimester
- Deliver training to university faculty and staff on the use of the AV equipment in the shared teaching portfolio in the form of AV Clinics
- Consumables are to be replaced as necessary
- Report on the work carried out is submitted by the end of September

12 weeks of Autumn Trimester

- Respond to all requests for assistance in the shared teaching portfolio from 08:00-17:15
- Monday-Friday (excluding Bank Holidays), both troubleshooting and planned in the form of a Teaching Support Request
- Ensure all AV equipment is checked and cleaned on a weekly base, endeavouring to ensure all equipment is kept in working order
- Clean writing boards in all shared teaching spaces on a weekly basis
- Log all cases and contribute to the compilation of reports as required
- Carry out minor repairs or hot swaps as required
- Ensure that all equipment in use after 6pm each day or over the weekend has been checked

2 weeks in advance of Spring Trimester

- Ensure that all equipment in each room has been serviced, cleaned and is ready to

function in time for the start of the trimester

- Deliver training to university faculty and staff on the use of the AV equipment in the shared teaching portfolio in the form of AV Clinics, at a smaller scale than prior to the Autumn trimester
- Consumables are to be replaced as necessary
- Report on the work carried out is submitted by the end of January

12 weeks of Spring Trimester

- Same requirements as Autumn Trimester

Note: there is a two week field trip/study period after week 7 of the trimester where the service will change to an out-of-term scenario.

Summer Trimester & out of term periods

The support requirements during these times will vary with operational demands and at the time of the year. An indicative schedule of the requirements for the AV Technician team over a calendar year is indicated in UCDOPP5524 Indicative Annual Staffing Requirements Lot 1 available for download from www.etenders.gov.ie.

- Response to all requests for assistance from users in the shared teaching spaces from 08:00-17:15 each day.
- Carry out more significant repairs and replacements as required
- Complete the removal and reinstall of AV from spaces which will be utilised for examinations, event spaces, etc, over the Christmas and Summer periods
- Under the direction of Estate Services, carry out a survey of all AV equipment.
- Liaise with other suppliers on the installation of AV equipment (Lot 2) to ensure that the equipment is installed and commissioned to specification
- Liaise with providers of additional AV equipment or support for events in the teaching spaces.
- Update all relevant documentation and records
- Assist in the planning of support functions for the next academic year.
- Assist in the training of Estate Services staff on the fundamentals of AV equipment Support
- Compilation of stock requirements for the upcoming academic year

Note: Events feature all year around but predominantly in the Summer Trimester and there is an occasional requirement to provide an attendant to assist users unfamiliar with the technology in the teaching spaces. An hourly rate for the provision of such a service is required, and is sought in Appendix 2 Pricing Schedule.

Key Performance Indicators (KPIs)

It is essential that the activities of the AV technician team is recorded accurately at all times. The Contractor will be expected to produce monthly reports including a range of KPIs on which the quality of the service provided can be accessed. The Contractor will provide data to support their performance against the KPIs set out below. These will be reviewed periodically and any revision will be agreed in advance with the Contractor.

Objective	Output	Measurement	Target	Reporting Frequency
Service Delivery	Provide a 4 hour response time for reactive OOH where critical faults occur	% of calls recorded and responded to within 4 hours	90%	On an as needed basis
Customer Satisfaction	Survey of AV Clinic attendees	% of users satisfied or very satisfied with the quality of service delivered by the AV technician during AV Clinic	90%	Once per trimester (Spring & Autumn)
Service Delivery	Preparation of programme of planned preventative maintenance (Pre-term checks)	% of report supplied by the agreed deadline	100%	Once per trimester (Spring & Autumn)

Contract Management		
No.	KPI	Period
1	Customer complaints and prompt resolution of complaints through actions initiated and issues resolved	Measured monthly
2	Correct invoicing as per agreed rates and work schedules	Measured Monthly
3	High levels of management and supervision of the contract performance	Measured Monthly
Staffing		
No.	KPI	Period

4	Availability and level of trained competent staff capable of completing the assigned tasks within schedule	Measured Monthly
5	All staff to be neatly and cleanly dressed in the Contractor uniform and required PPE	Measured Monthly
6	Prompt timekeeping with supporting records	Measured Monthly
Work Efficiency		
No.	KPI	Period
7	PPM Schedule on track	Measured Monthly
Health & Safety Performance		
No.	KPI	Period
8	Adherence to Health & Safety Plan and number of safety incidents. Site RAMS up to date	Measured Monthly
Environmental Considerations		
No.	KPI	Period
9	Environmental initiations and continuous improvements	Measured quarterly

LOT 2: SUPPLY AND INSTALLATION OF AUDIO VISUAL EQUIPMENT

Introduction

The principles that underpin the maintenance and support of the shared teaching portfolio have a significant crossover in the supply and installation of new or upgraded AV equipment in UCD. These key principles are repeated here:

- Standardisation of equipment and the end user experience
- Simplification of user interface
- Resilience and enhanced continuity of availability
- Tamper-proofing

Once these principles inform the design and installation of new AV equipment it will facilitate the maintenance and support of the equipment thereafter.

These general principles are augmented by an AV provision standard for different room configurations - large / medium / small tiered theatres, flat classrooms, ALEs, etc. The AV provision informs the design and planning phase of every room when developing a technical specification; however every room is also assessed on its own specific environment - room size, layout, viewing angles, orientation, ceiling height, availability of cable routes and infrastructure, etc. Further information about some core AV

elements are detailed below. The technical specification is then brought to the framework as part of the drawdown tender competition.

The increase in activity on campus during the Summer Trimester has further reduced times of uninterrupted access to rooms in the shared teaching portfolio for new installations or upgrades. This is generally reflected in non shared teaching spaces also. Arising from this, some time periods are targeted every calendar year as the best opportunity to carry out AV project work and activity under this Lot is likely to be broadly synced to the times as follows:

- January - until the third Monday of the month
- March - mid two weeks of the month
- May - first two/three weeks of the month
- August - last two/three weeks
- December

Capital development works, etc. will not be synced in the same manner to these time periods and drawdowns can take place throughout the calendar year.

Projection & Display

Laser projection technology has been in use in UCD for a number of years. Bulb projectors are almost phased out completely. Laser projection lumens range from 4,000 to 12,000 lumens. The improved sustainability of laser projectors versus bulb projectors is considered a key advantage in addition to the improved performance. Contractors will be required to take account of ambient light as well as the intensity of use when recommending a projector.

Dual projection with independently functioning projectors is the preferred configuration where space and viewing angles allow. The use of single projection systems is largely confined to spaces that cannot accommodate a second screen. The projection system must be capable of accepting signals from a wide range of user's laptops including Apple products e.g. Macs (users provide their own adaptors). Most projectors on campus are ceiling mounted and Contractors are reminded that in all cases once they have assessed a situation they are responsible for the supply and safe operation of all equipment necessary to access projectors.

Projecting directly onto the room wall is the preferred approach if the room design and use permits. Fixed screens are the preferred option in larger spaces but where the use of an electronic screen in such spaces allows for the more effective use of the space, it is essential that the controls for the screen are incorporated in the control panel interface. Where more than one screen exists they must be capable of being raised or lowered separately. Typically an additional wall mounted switch for the control of each screen is also included. In smaller rooms the use of a matte whiteboard that acts as a writing and projection surface as required is preferred. An alternative option is a manual retractable screen but great care must be taken to ensure these are securely attached to either the ceiling or wall. In each case any advice of Estate Services Technical Services with regard to wall fixings must be followed.

Estate Services are increasingly installing display screens with pop-out brackets instead of projectors in small to medium spaces due to the improved ease of access for maintenance, increased longevity and higher brightness display in naturally lit spaces.

Teaching Desk

Where a teaching desk is used, the preferred option is for all power, data and AV cables (e.g. HDMI, Cat6A) to be routed to a single floor box and up through the desk. In refurbished rooms this may require Contractors to work in conjunction with other Contractors engaged by Estate Services for enabling electrical or building works. Cable routes will also be agreed with Estate Services in advance of any installation. Contractors are reminded that they must comply with the standards of installation laid down by the Technical Services section of Estate Services.

All cables must be presented for users bundled neatly in a sleeve with sufficient length to allow users convenient access on their laptop. Cables should be secured in such a way that they cannot be removed by users. Large teaching desks must be configured to allow for the detachment of all cables at the floor box to facilitate the removal of the teaching desk should the need arise. In simpler installations in smaller rooms the preferred option is to mount controls/input panels on wall dado trunking. This is tightly coordinated with the technical staff of Estate Services and should always be carried out neatly with due consideration for the convenience of the end user and the integrity of the cable containment.

Where a teaching desk is included, all equipment supporting the projection and sound systems (e.g. controllers, switchers and amplification etc.) must be installed in racks behind locked tamper proof panels. In a theatre the typical teaching station will include:

- Customised teaching desk
- Touch screen control panel
- Comfort monitor on flexible arm configured to show the output from the selected input device
- Cables for connecting to Laptop – HDMI and USB-C w/ charging
- Wireless presentation solution
- PC (free issue by UCD) with wired keyboard and mouse
- A document camera (secured to desk top with an anti-tamper bracket protecting the connections from interference by users)
- Desk mounted gooseneck microphone
- Desk mounted light
- Two 13 amp power sockets (one at desk top level and one on base of the teaching station)

It is requested that any locks on teaching desks are suited to keys in the possession of UCD, to cut down on the number of keys that technicians must carry with them.

The data points in the floorbox will provide networking connectivity for the various devices (e.g. PC, AV Phone).

Teaching desks will usually be sized at 2m or 1.4m depending on the size of the room.

Audio

An audio solution is required for every room, beginning from powered speakers to large complex audio systems with amplifier and digital signal processor. In larger spaces voice amplification is also required.

Where voice amplification is in use, this is primarily in the form of a gooseneck microphone(s). Lapel microphones are available in a number of the larger lecture theatres. However, taking note of technological advances, there will at times be a stated preference for voice amplification solutions that facilitate free movement by teaching faculty without the use of a lapel microphone.

All systems associated with the sound must be secured behind tamper-proofed panels in the teaching desk, giving users access only to programme volume control. Voice amplification, once balanced, is at fixed volume. There must be no spill over or interference of audio systems between adjacent spaces.

There is a push within UCD for the increased rollout of assistive listening technologies within teaching spaces. This will usually take the form of a copper loop and induction loop driver to facilitate T-coil connectivity. Where suitable, these will be installed as a standard in all teaching spaces, as part of new installs & upgrade works.

Control Systems

A user control system operated via a touch panel in the large spaces or a trunking/wall mounted panel in smaller spaces must be installed and programmed. There is an established programming template in terms of look and functionality that has been developed and is used for all touch panels. A copy of this can be provided to the Contractor in advance of the installation works. Currently touch panels are a mix of 7" and 10", with 10" now a preferred choice for new installations and upgrades.

Push-button controllers, typically installed into smaller spaces, should be clearly labelled, with the selected source lit by LED. These controllers should also feature a volume control dial for ease of use.

The basic requirements are:

- Power up and down projector / displays, with a display with indication of device status
- Selecting user input, e.g. PC, Doc camera, HDMI, USB-C, wireless presentation
- Directing sources to direct screens where the configuration of the room allows in terms of viewing distances/angles.
- Control for electronic screens i.e. raise/lower each independently, where applicable
- Programme volume control (voice volume is fixed)
- Muting audio and video with separate control for each

Currently such functions as room lighting, blinds and ventilation are not included in the controls of the touch panel.

Connectivity

Connectivity is an important consideration for any future installation. In existing installations the connectivity choices include VGA, HDMI, USB-C and various forms of wireless. VGA is currently being phased out of use to be replaced by USB-C and will not be included in any new installations. Hard-

wired Ethernet cables for internet connectivity are also being phased out, due to concerns around network security.

Taking its place, USB-C will be implemented in the future to accommodate for the general shift for devices in the EU to this connection type. It is expected that any USB-C connection installed must carry data and charging capabilities to facilitate for all devices (Windows, Mac and mobile devices).

Wireless connections are also becoming more commonly used throughout the shared teaching portfolio. Any wireless connection should be possible without the use of any third-party software, and should allow for the connected device to simultaneously connect to Wi-Fi without disruption.

Room Management System

The current room management system has oversight of a limited number of rooms in the shared teaching portfolio. This is currently under review with a view to expanding into some core buildings as the next phase. The intent is to improve and expedite room equipment monitoring, maintenance and troubleshooting.

A newly established agreement with UCD IT Services is for a maximum of three pieces of equipment per room to be hosted on an AV VLAN in the UCD network - the room control panel, the digital matrix processing switch and the wireless presenting unit. It is critically important that UCD is supplied with the MAC addresses of all equipment that will be “sitting” on the UCD network as early as possible to allow it to be registered with UCD IT Services in advance of any installation.

Installation and Commissioning

Under the direction of the designated Estate Services Project manager, there will be a requirement to plan in advance and to work closely during installation with several parties including but not limited to:

- Estate Services – Technical Services
- UCD IT Services
- Contracted Services Providers of Estate Services
- Academic Users
- Facilities Manager of User Operated Buildings
- The Providers of the On-Site Audio Visual Support Service(Lot 1)

Input at a planning stage will be required to ensure the adequate provision of power, data, grounds and cable routes. There will be a particular requirement to work closely with the Contractor providing on-site technical support (Lot 1) particularly during the commissioning of newly installed equipment. The configuration of all aspects of the installation such as labelling and wiring for example must comply with all the requirements of UCD.

Contractors will be expected to provide detailed documentation (including all warranties) on the equipment installed, as installed drawings, cabling schematics and copies of the original programming.

Post Installation Support

UCD reviews each installation upon completion before sign off and there is a process to address system 'snags' as part of this. There will be a requirement for Contractors in Lot 2 to respond to failures of the equipment in a timely fashion during the system warranty period which is expected to be at a minimum of one year and relevant manufacturer equipment warranty periods as relevant. UCD will not be responsible for the cost of such call-outs if they arise as a result of an equipment fault, faulty installation or a failure to comply with UCD requirements agreed in advance. If a component fails during the warranty period, an extended warranty on that component is required, in line with the provided equipment warranty.

Deliveries

Contractors are reminded that there are no secure storage areas available during installations so all items must be delivered in time for each stage of installation. Delivery of the equipment will be to point of use or other location indicated by UCD. Contractors must comply with all traffic and parking regulations in force in UCD at all times.

Development and implementation of new technologies

Pedagogical trends continue to emerge and evolve, and AV teaching technology must continue to facilitate the teaching and learning process. Contractors will be expected to be in a position to be able to successfully implement new AV technologies as part of the installations carried out under the framework. Examples of newer technologies recently been installed in UCD include:

- USB-C connectivity for devices at teaching desks where video, audio, data and power (minimum 40w) is provided via one USB-C cable
- Wireless presentation solutions in the shared teaching portfolio that do not require the use of a plug-in dongle
- Wireless assistive hearing solutions as a standard in all rooms
- Beam forming and mist array microphones
- Audio Visual over Internet Protocol (AVoIP), both to replace traditional matrix switches and for the transmission of AV signals between different rooms and buildings
- Height adjustable teaching desks, to allow for increased accessibility in rooms

Warranty

All equipment must be supplied with a minimum one-year warranty with the exception of Televisions which must be supplied with two years warranty, (the "Guarantee Period") against faulty materials or workmanship. This warranty must include free of charge the following:

- All manufacturer-required service schedules including planned preventative maintenance and service packs (where appropriate).
- All parts and labour required to maintain the equipment at an optimum output level during the full year period.
- If a component fails during the warranty period, an extended warranty on that component is required, in line with the provided equipment warranty.
- All costs incurred in transport to and from UCD locations.

LOT 2: SUPPLY AND INSTALLATION OF AUDIO VISUAL EQUIPMENT - PROJECT INTRODUCTION

As part of its AV Maintenance and Upgrade programme, UCD Estate Services reviews the performance of classroom and lecture theatre audio visual equipment to ensure that the equipment is both current and fully operational. The results of the review process highlight spaces and equipment that are in need of repair or upgrade. On this occasion, it has been decided that 7 classrooms in the Daedalus Building will be upgraded.

These rooms, which joined the portfolio of rooms that UCD Estate Services manages in 2019, are small classrooms, each seating between 16 and 20 persons. These rooms last had their AV updated prior to joining the Shared Teaching Portfolio, and are equipped with 65" Clevertouch interactive displays, with a HDMI fly lead from the display to the teaching desk.

The classrooms which will be included in this project are: Room 2, Room 3, Room 5, Room 8, Room 12, Room 14, and Room 15. Please refer to UCDOPP5524 Lot 2 Floor Plan for a drawing of these classrooms.

The proposed upgrades for these rooms will bring them in line with UCD Estate Services general requirements for classrooms, featuring a large-format display screen, USB-C and HDMI connectivity, as well as a teaching desk to allow for any desk-mounted AV equipment to be securely contained.

Room Requirements

Each of these seven rooms are to be equipped with the same solution. More specifically, each classroom requires the following:

- **Video**
 - 1 no. 85" large format display screen, commercially rated, minimum 16/7 operation, featuring multiple HDMI inputs, and RS232 control.
 - 1 no. wall-mounted heavy-duty mounting bracket with pop-out functionality, to facilitate ease of access for maintenance.
- **Audio**
 - 1 no. pair of wall-mounted powered stereo speakers, taking audio input from display screen.
- **Control**
 - 1 no. desk-mounted push-button control panel for control of display screen power, input, and audio level.
- **Teaching Desk**
 - 1 no. teaching desk, at a suitable height to be sat at, with secure 19" ventilated rack. Housing for proposed control panel, cutout for input cables, provision for 13A socket, and castor wheels to be included. The proposed desk should also have customisable finishes, and allow for the choice of which side the 19" rack is mounted on at time of manufacture.
 - 1 no. auto-switching input plate for laptops, with HDMI and USB-C input capability. The USB-C input should allow for a minimum of 25W charging whilst being used for display output.

- 1 no. cable sock, including both HDMI and USB-C cables. These cables should be securely fixed within the teaching desk to minimise risk of theft.

Timeline

It is envisaged that this project will take place in either the March 2026 Fieldwork Break in UCD, which takes place from Monday 9th March 2026 - Sunday 22nd March 2026, or in late May / early June 2026.

Installation and Commissioning

Under the direction of the designated Estate Services Project manager, there will be a requirement to plan in advance and to work closely during installation with several parties including but not limited to:

- Estate Services – Technical Services
- UCD IT Services
- Contracted Services Providers of Estate Services
- Academic Users
- Facilities Manager of User Operated Buildings
- The Providers of the On-Site Audio Visual Support (Lot 1)

Input at a planning stage will be required to ensure the adequate provision of power, data, grounds and cable routes. There will be a particular requirement to work closely with the Contractor providing on-site technical support particularly during the commissioning of newly installed equipment. The configuration of all aspects of the installation such as labelling and wiring for example must comply with all the requirements of UCD.

As per UCD policy, it is a requirement that equipment installed is tagged for auditing purposes. UCD will provide these sticker tags at the time of installation.

It is a requirement that equipment removed from rooms be disposed of correctly. The Contractor will be required to liaise with Estate Services to ensure that asset disposal forms are completed for equipment before it is removed by the Contractor to WEE recycling point.

Contractors will be expected to provide detailed documentation (including all warranties) on the equipment installed, OEM manuals, copies of the original uncompiled programming, cabling schematics and as installed drawings, all in a digital format. A set of CAD and PDF drawings will be issued to the successful tenderer before commencement of the project.

Post Installation Support

UCD reviews each installation upon completion before sign off. Systems snags will be highlighted to the Contractor and must be addressed immediately. There will be a requirement for Contractors to respond to failures of the equipment in a timely fashion during the system warranty period which is expected to be at a minimum of one year from date of handover and relevant manufacturer equipment warranty periods as relevant. UCD will not be responsible for the cost of such call-outs if they arise as a result of an equipment fault, faulty installation or a failure to comply with UCD requirements agreed in advance.

Deliveries

Contractors are reminded that there are no secure storage areas available during installations so all items must be delivered in time for each stage of installation. Delivery of the equipment will be to point of use or other location indicated by UCD. Contractors must comply with all traffic and parking regulations in force in UCD at all times.

Handover

At project conclusion the AV Contractor project manager will be required to demonstrate the solution to the Estate Services AV team and members of the Contractor technician team providing on-site technical support. Handover is not considered complete under all snags highlighted to the AV Contractor have been resolved.

As part of the handover the AV Contractor should provide OEM manuals for the equipment installed in digital copy and as installed drawings.

LOT 3: AUDIO VISUAL CONSULTANCY SERVICES

Introduction

The AV industry is evolving at a rapid pace with new technical developments released regularly and products available on the market. In particular, there is growth in the use of IP technology as a core element of AV systems. With this in mind, UCD intends to establish AV consultancy support to assist UCD on a draw down basis as AV queries arise on particular projects, including capital development, refurbishments and room upgrades, and strategy development in relation to the management, evolution and standardisation of the AV equipment suite with a view to providing an optimum user experience and delivering best value for money to UCD.

Technical Specification / Service Requirements

UCD seeks a professional external consultancy expert to contribute, upon request, to UCD projects and overall management of the AV equipment suite. Specifically, Contractors may be requested to carry out the following:

- Provide client consultation, options and recommendations regarding AV equipment specification;
- Ensure that the AV specification is adequately future-proofed and advise on general on-going service and maintenance of AV systems;
- Assist in the development of AV Design Guidelines – a package of documentation to inform AV design
- Work with a design team to advise on AV design, including;
 - Cabling schedules and schematics
 - Produce and edit drawings to indicate equipment and cabling routes (2D and 3D BIM)
 - Provide MEP and structural requirements for AV provision (2D and 3D BIM)
 - Provide IP network requirements to support AV infrastructure
- Work with UCD to update the university 'AV Provision' - a unified approach to AV equipment in different room configurations, sizes and use cases;

- Assist UCD in sourcing technology solutions and going to market to put long-term solutions in situ e.g. laser projectors, display screens, control equipment, wireless presenting/collaboration;
- Investigate the potential to enter partnerships with OEMs in solution design, supply or implementation;
- Work with UCD to design and implement an AVoIP solution, including feasibility studies, network design and a programme of works to transition from the traditional standalone matrix switch design where necessary;
- In all activities look to achieve value for money, including investigating long-term partnerships with OEMs that include reduced product cost per unit;
- Progress a solution that facilitates centralised monitoring of AV equipment to optimize use, monitoring and maintenance of equipment;
- Provide detailed AV specification for procurement, including design specification, AV layouts and elevations, system schematics, equipment schedules and bill of materials;
- Assist with sourcing and understanding of solutions that can integrate with AV systems over an IP network or other communication method;
- Assist in developing a budget for AV infrastructure, equipment, programming and installation;
- Serve on tender competition evaluation teams upon request; and
- Engage with UCD to understand where projects lie within the overall strategic development of the audio visual portfolio and advising accordingly

Please note that this list is not exhaustive and may be subject to change during the term of the Framework Agreement.

GENERAL REQUIREMENTS

The following detail general requirements for all services.

1. Codes of Practice and Governing Legislation

All scheduled and unscheduled work carried out under a Contract must as a minimum be carried out in accordance with the legislation and codes of practice referred to below. These shall be the standards that all work must be carried out to without exception. Any other requirements set out in this document do apply and may be over and above what is set out in the standards. The Contractor shall comply with National and European legislation, regulations, requirements and byelaws. Original manufacturer maintenance instructions must also be complied with.

- The Safety, Health and Welfare at Work Act 2005 (S.I. No. 10 of 2005)
- Section 9(e) of the 2021 Act Official Languages Act 2003
- European Union (Waste Electrical and Electronical Equipment) Regulations 2014 (S.I. No. 149 of 2014)
- Energy Efficiency First principle; https://energy.ec.europa.eu/topics/energy-efficiency/energy-efficiency-targets-directive-and-rules/energy-efficiency-first-principle_en
- S.I. 151/2011 European Union (Energy Efficient Public Procurement) Regulations 2011
- S.I. 669/2022 European Union (Energy Labelling) Regulations 2022
- S.I. 454 of 2013 European Union (Ecodesign Requirements for certain energy related products) Regulations, as amended by S.I. 228 of 2016
- S.I. 96/2021 and S.I. 671/2022

- S.I. No. 426/2014 European Union (Energy Efficiency) Regulations, as amended by S.I. 646/2016 and S.I. 630/2022
- Directive 2009/125/EC establishing a framework for the setting of ecodesign requirements for energy-related products and delegated regulations for each product group
- Commission Regulation (EU) 2021/341 (Ecodesign Omnibus Regulation) amending various Ecodesign regulations
- Directive 2012/27/EU on energy efficiency, as amended by Directive 2018/2002 and Directive 2019/944
- Directive (EU) 2023/1791 on energy efficiency (repealing Directive 2012/27/EU from 12 October 2025)
- Regulation (EU) 2017/1369 setting a framework for energy labelling and delegated regulations for each product group
- Commission Regulation 2021/340 (Energy Label Omnibus Regulation) amending various Energy Labelling regulations
- Regulation (EU) No 66/2014 (as amended) and the relevant standards cited in Commission Communication 2017/C 267/01 or any updates thereto. This includes the CE marking and compliance with Directive 2011/65/EU on the restriction of certain hazardous substances in electrical and electronic equipment (RoHS)
- Regulation (EU) 2019/2022 and the relevant standards cited in Commission Communication 2016/C 416/05 or any updates thereto.
- Directive 2011/65/EU on the restriction of certain hazardous substances in electrical and electronic equipment (RoHS)
- Directive 2012/19/EU on waste electrical and electronic equipment (WEEE Directive) and S.I. 149/2014, as amended by S.I. 233/2019
- TS 50625-4 Collection, logistics and treatment requirements for WEEE;
- EN 50614 Preparing for re-use
- NSAI ETC TC 2 Electrical Installations - National Rules for Electrical Installations” I.S. 10101 March 2020.
- Safety, Health and Welfare at Work (Chemical Agents) Regulations 2001
- European Union (Waste Electrical and Electronical Equipment) Regulations 2014 (S.I. No. 149 of 2014)
- General Data Protection Regulation (EU) 2016/679 (GDPR)
- Official Languages (Amendment) Act 2021 (Public facing services 9E)
- All other codes of practice which specifically apply to the projects to be carried out
- All other health & safety legislation which specifically applies to subject matter of this tender.

Any references to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of the Contract awarded) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute. It also includes any new legislation that becomes mandatory.

2. Health and Safety

The Contractor shall ensure that all health safety and welfare measures required under or by virtue of the provisions of any enactment or regulations are strictly complied with. For the purpose of the

regulations, the Contractor shall be deemed to be the Employer and as such he will be directly answerable to the Health and Safety Authority under the Safety Health and Welfare at Work Regulations in respect of the conduct of his employees and in respect of all items of equipment and tools under his control.

The Contractor shall comply with all applicable health, safety and welfare measures required under or by virtue of provisions of any enactment or regulation including but not limited to those listed above.

The Contractor shall comply and secure compliance by his workmen, sub-contractors, agents and servants, with the Safety, Health and Welfare at Work 2005, (General Application) Regulations 2007, including any amendment, all regulations and orders made and any subsequent legislation.

The Contractor shall comply with all safety requirements and procedures, which apply to the location at which service is to be provided or those that may be required of the contractor by the Contracting Authority. It is the responsibility of the Contractor be familiar with such requirements and procedures and ensure that all his employees comply with them.

The Contractor shall comply with any Health & Safety and Environmental standards and guidelines detailed by the Contracting Authority and detailed in the Contractor's own Health, Safety and Environmental policies.

Written procedures shall be in place to ensure that accidents, incidents, dangerous occurrences, near misses, hazards, safety observations, unsafe acts, situations or equipment are openly reported, recorded, investigated and that lessons learned are identified and acted upon. The Contractor shall have a Disaster Recovery Plan in place which documents the operating procedures for emergency circumstances.

Working at Heights (Lots 2)

To carry out the services the Contractor may be required to work at heights and the Contractor must comply with all relevant health and safety requirements for working at heights when using same.

Permit to Work Systems (Lot 2)

In the interest of health and safety and protection of its infrastructure, UCD operates a permit to work system. This permit to work system is subject to review from time to time and the Contractor shall ensure that he is familiar with the requirements for permits. At present permit to works are required for Hot Works, Digging, Live Electrical Works, Roof Access, Confined Spaces etc.

Permitted working hours for the project are as follows:

- Mon. to Fri.: 7.00 a.m. to 6.00 p.m.
- Sat.: 7.00 a.m. to 1.00 p.m.

Accidents

Accident reporting, all accidents / incidents or near misses must be reported immediately to the UCD Campus Services Operations Room on ext. 7999 and to the Health and Safety Authority as required. In the case of emergencies the emergency line ext. 7999 should be used to summon assistance.

Where an incident has occurred, the Contractor will be required to put in place adequate temporary measures depending on the circumstances and nature of the incident in order to minimise Health and Safety or Security risks until such time as the permanent measures can be put in place.

Please Note: Equipment and materials are not to be left in stairwells, corridors or any other public areas. Appropriate warning signs must be displayed when work is undertaken in public areas and where necessary appropriate segregation of work area from public circulation. These signs must be available on site at all times.

RAMS (Lot 2)

Site specific risk assessment & method statement for all works on campus must be provided to UCD and signed off on in advance of the commencement of any works.

3. Personnel

All staff engaged in the delivery of the required services shall be the employees of the Contractor and will not be considered employees, servants or agents of the Contracting Authority for any purposes whatsoever. The Contractor will be solely responsible for all employment matters, including, but not limited to, rostering, timekeeping, remuneration, expenses, taxation and PRSI payments. The Contractor will be bound by all legislative obligations concerning employment protection and working conditions.

The Contractors must ensure that all personnel employed for the purposes of driving within the provision of the services hold a valid, full drivers' licence for the appropriate category of vehicle in use over the lifetime of the Contract. The Contractor must also ensure that personnel hold the appropriate licence/ticket for use of any plant, for example cherry pickers and teleporters.

Rostering of Staff (Lot 1)

The Contractor will assume full responsibility for all management, rostering and staffing arrangements necessary to ensure the satisfactory execution of all services required. Under no circumstances may the Contractor assign students of any third level educational institution to the roles required.

The Contractor shall ensure that agreed minimum establishment levels are maintained for the Services Contract term. Any variation from the agreed level must be authorised by the Contracting Authority in advance. As far as is reasonably practical, the Contractor shall ensure continuity of staff members on site. The Contractor will not move staff from the site on a temporary or permanent basis without the prior approval of the Contracting Authority.

Uniforms and ID

UCD shall provide each of the Contractor's staff with a Photo identity card as a means of identification of their personnel to be employed on the UCD Campus. Such identity cards shall be worn at all times while on Campus. The Contractor's personnel must wear uniforms which are smart in appearance and identify the firm they are representing, as well as appropriate PPE.

Personal Protective Equipment and Presentation

The Contractor shall provide their Staff with all appropriate clothing and PPE necessary for the safe execution of their duties and ensure that the appropriate clothing / footwear / gloves and equipment are used. Where appropriate, PPE and other apparel must include the company branding in order to promptly identify Contractor's Staff on campus. Staff will be required to carry personal and company identification to be provided on request by UCD personnel or its Agents.

Establishment Levels

The Contractor shall ensure that agreed minimum establishment levels are maintained for the Contract term. Any variation from the agreed level must be authorised by the Contracting Authority in advance. As far as is reasonably practical, the Contractor shall ensure continuity of staff members on site. The Contractor will not move staff from the site on a temporary or permanent basis without the prior approval of the Contracting Authority.

The Contractor will be required to provide relief cover for holiday and sickness absence as necessary.

Contractor Staff Behaviour

The Contractor shall ensure that all personnel involved in the provision of the Services shall comply with all legal requirements and the Client's code of behaviour. The Client shall have the right to object to any person engaged by the Contractor in the performance of the Services where in the opinion of the Client the person's behaviour is unsatisfactory. The Contractor shall immediately address any complaint by the Client and shall replace the person at no cost to the Client.

4. Contract and Performance Management Requirements:

4.1 Account Manager (Lot 1)

The Contractor is required to nominate a sufficiently senior Account Manager, who will assume responsibility for the smooth operation of the Contract. To ensure the successful delivery of account management activities, it is imperative that the nominated individual is sufficiently familiar with all aspects of the service delivery and has a full and complete understanding of the Contractor's 'on-the-ground' operations. They will have responsibility for the following:

Responsibilities of the Account Manager:

- **Continuous Improvement:** The Account Manager /Director will proactively monitor the cleaning service operations and will ensure that any potential areas of improvement, once identified, are communicated to UCD management. This communication should include timeframe for rollout and benefits of such improvements.
- **Monthly Review Meetings:** The Account Manager/Director and UCD management will hold regular monthly performance review meetings with a set agenda to include:
 - Financial reporting for previous month and forecast for forthcoming month.
 - Monthly KPI measurements review

- Staff training update.
- Health & Safety (near misses)
- Expectations for the coming month and any issues impacting upon service delivery.

Arising from these meetings, milestones, compliance schedules and operational protocols will be formulated in order to ensure continuous improvement of the service. The Contractor will be responsible for meeting minutes and timely communication of same.

- **Quarterly Business Reviews:** The Account Manager and UCD management will hold quarter business reviews. These reviews should also include the key senior operations personnel from the Contractor's organisation.

These meetings are intended to:

- Identify and capitalize on opportunities to enhance the cleaning service and customer satisfaction.
- Ensure the sustainability of the service offering.
- Review budget performance.
- Manage operational challenges proactively and effectively.
- Establish and assign actionable items and responsibilities for continuous improvement.
- New product development and market intelligence.

During these quarterly reviews, the Contractor should present:

- Progress updates on previously agreed actions and responsibilities.
- An operational overview of the year including Summer Residence operations (in the relevant calendar period)
- A detailed financial update on the last quarter and forecast for the upcoming quarter on all elements, including any potential challenges and proposed solutions.
- Quarterly and combined monthly KPI measurement results review
- Financial reporting for previous quarter and forecast for forthcoming quarter
- A detailed report on service innovations implemented and the resultant impact on customer satisfaction.
- Reporting based on required management information
- An analysis of customer feedback, highlighting areas of success and opportunities for improvement.
- An update on the sustainability practices in place and their effectiveness in reducing environmental impact.

- **Annual Business Reviews:** The Account Manager/Director is required to participate in a detailed annual business review meeting with UCD designated representatives. These reviews should also include the key senior operations personnel from the Contractor's organisation.

During these annual reviews, the Contractor should present:

- An operational overview of the year including Summer Residence operations.
- Financial reporting for previous year and forecast for forthcoming year
- Annual KPI review and improvement update.
- Sustainable practices that were implemented and measurable benefits to UCD.
- Sustainable practices that will be implemented in forthcoming year.
- Planning for forthcoming year.
- New product development and market intelligence.

This engagement will ensure that the campus cleaning services remain dynamic, responsive to customer needs and aligned with the University's high standards of excellence and sustainability. The Contractor will be responsible for meeting minutes and timely communication of same.

4.2 Site Supervisor (Lot 1)

The Contractor must appoint a suitably experienced Site Supervisor accountable for the overall success of operations and who is based full-time on-site. This person will be the liaison with UCD Management. It is expected that this person shall be hands-on and fully up-to-date with all activities, as well as staff supervision on site.

The Site Supervisor will be responsible for Weekly Review Meetings with UCD management to discuss weekly performance and any issues impacting upon service delivery, and to monitor general performance in the week as well as plan for the following weeks, particularly forward planning throughout an academic trimester. Arising from these meetings, milestones, compliance schedules and operational protocols will be formulated in order to ensure continuous improvement of the service.

They will be responsible for communicating the outcomes and actions of any such meetings and for ensuring the implementation of any agreed mechanisms.

Change in the identity of this Site Supervisor may not be made without the prior written consent of UCD. If UCD, in its sole discretion, is dissatisfied with the performance of this Site Supervisor, it may require that a replacement, with appropriate experience, be appointed within a timeframe to be specified by UCD. In respect of any replacement Site Supervisor, UCD shall have absolute discretion as to the suitability of any proposed replacement.

In the event that this Site Supervisor becomes temporarily unavailable for any period greater than two (2) weeks, the Contractor will nominate a suitable deputy for consideration by UCD.

5. Transfer of Undertakings and Protection of Employees (TUPE) (Lot 1)

Tenderers are reminded that the assessment of whether or not the TUPE Regulations, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, are applicable and responsibility for compliance with any and all obligations arising pursuant to the TUPE Regulations are matters solely for the Tenderer and the Contracting Authority shall not have any liability for same.

Where information has been provided by the incumbent to the Contracting Authority, such information in relation to the terms and conditions of employment of all persons currently engaged by the incumbent and that the Contracting Authority are acting as a conduit in providing such information cannot warrant the accuracy and completeness of the information, and on this basis disclaims its accuracy and completeness.

Under the terms of any Services Contract awarded, the Contractor shall be required to comply with all applicable obligations arising pursuant to the TUPE Regulations and Council Directive 2001/23/EC and failure to so comply shall constitute a material breach of the Services Contract.

The Contractor shall be required to indemnify, save harmless and keep the Contracting Authority indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Contracting Authority under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with the Services Contract.

6. Management Information (Lot 1)

Management information is to be provided and returned in a format specified above on an agreed regular basis. All management information must be emailed to an agreed point of contact in UCD Estate Services within five working days following a request in writing.

The Contractor shall be required to provide further detailed reports in the format outlined one week prior to each meeting to include the following as a minimum:

Daily Reporting Requirements

The Contractor providing, via electronic format, an accurate daily operations report to include the following information:

- Staff on duty and the shift/building they are assigned incl. any variances
- Tasks carried out / % of schedule complete
- General operational issues as part of scheduled tasks
- Number of jobs created/closed and list of jobs which remain open
- Notes/Maintenance issues

Monthly Reporting

The Operational performance report - monthly report should include, but not limited to;

- Noteworthy Occurrences: Positive / Negative
- Quality Audit Scoring: Priority will be given to Teaching Spaces which host teaching which is not easily relocatable in cases of critical room failure (i.e. large lecture theatres, etc.)
- Overall Quality Audit Score
- Staff Training
- Security / Health & Safety
- Combined results of daily reports

7. Quality/Performance Management and Maintenance of Standards (Lot 1)

The Contractor will be required to take a proactive approach in managing the quality of the service delivery to UCD and will work closely with UCD Estate Services in planning and scheduling tasks around events, exams, and the daily life of UCD.

The quality of the Services carried out by the Contractor will also be assessed and monitored by the relevant UCD Contract Manager.

Key Performance Indicators

During the term of the Services Contract, the Contractor shall be measured against Key Performance Indicators (KPIs) which will be agreed prior to commencement of the service provision and as indicated above.

8. Environmental Performance

The Contractor is responsible for ensuring that the levels of environmental performance, including energy efficiency, indicated in its tender are met both at the point of installation/commissioning and during the entire operating lifetime of the appliance.

Where this is dependent upon specific usage instructions and maintenance activities these must have been clearly highlighted in the tender submission. Regular inspections and testing of the equipment to ensure compliance will be carried out. Where the inspections or tests indicate that the designated levels of environmental performance are not being achieved, the Contractor is responsible for informing UCD and agreeing the works to be carried out.

The maximum time period for remedying any default in environmental performance shall be agreed between the Contractor and UCD. Where required by the Contracting Authority, the Contractor must provide suitable alternative equipment during the repair period.

The Contractor must be registered with the appropriate body for recycling/disposal in compliance with WEEE directive.

9. Removal and Correct Disposal of Replaced Equipment

Contractors must provide a service for removal, collection, preparation for re-use, and recycling/disposal of Audio Visual Equipment that is being replaced or of components requiring selective treatment in accordance with the WEEE Directive S.I. No. 149/2014 - European Union (Waste Electrical and Electronic Equipment) Regulations 2014 and as amended by S.I. No. 233/2019 - European Union (Waste Electrical and Electronic Equipment) (Amendment) Regulations 2019, for equipment that has reached the end of its service life.

The service must comprise the following activities:

- Collection (take back system)
- Functional testing, servicing, repair and upgrading to prepare products or components for re-use
- Dismantling for component re-use, recycling and / or disposal.

Preparation for re-use, recycling and disposal operations must be carried out in full compliance with the requirements in Article 8 and Annexes VII and VIII of the (recast) WEEE Directive 2012/19/EU (as amended) and with reference to the list of components for selective treatment.

Reporting on the End Destination of Equipment

The Contractor must provide a report on the status of the equipment once all items have been processed for re-use, recycling, or disposal. The report must identify the proportion of items re-used or recycled, and whether they remained in the EU or were exported. For equipment and components recycled in the EU, the following means of proof for the handling facilities will be accepted:

- A permit issued by the national competent authority in accordance with Article 23 of Directive 2008/98/EC, or
- A third-party certificate of compliance with the technical requirements of EN 50625-1 or an equivalent compliance scheme.
- Where equipment and components are exported for re-use or recycling, contractors must provide shipping information for equipment intended for re-use, in accordance with Annex VI of WEEE Directive 2012/19/EU.

10. Goods Recalls

In the event of a Goods recall, advice and/or alert to UCD, the Contractor must have formal procedures in place for identifying the Goods, advising and/or alerting the delivery locations, removing from the delivery locations all Goods that are subject to a Goods recall, and offer replacement/ alternative Goods). The implementation of these procedures shall result in minimum cost and disruption to the delivery locations.

11. Availability of Spare Parts

All Original Equipment Manufacturer (OEM) parts and spares must be made available to the UCD appointed Facilities Management/ Maintenance Contractor for the warranty period.

All spare parts provided must be of a standard and quality acceptable to UCD. UCD shall have the right to reject any materials, which are improper, defective or unsatisfactory, and upon such rejections the Contractor shall, at their own expense, substitute acceptable materials and re-execute the work to the satisfaction of UCD.

The benefits of any warranties or guarantees provided by the Contractor shall be extended to UCD. Only materials of the highest quality will be acceptable.

The Contractor shall ensure, in so far as it is reasonably practical to do so, and subject to the equipment manufacturer's recommendations, that all consumables, parts and materials are;

- Bio-degradable and/or
- Environmentally acceptable, and/or
- Ozone friendly

Pricing of Spare Parts in the Pricing Schedule

We have requested a breakdown of spare parts materials in the Pricing Schedule, other materials may be required throughout the term of the Contract. In relation to spare parts, the Contractor must include in the Pricing Schedule their percentage mark up on all spare parts which cannot be increased for the duration of the Contract.

12. Flexibility and Changes within the Services

The Contracting Authority is committed to a programme of continuous improvement, therefore there is a requirement for flexibility within services. The Contracting Authority reserves the right to change the scope of space/building requirements and to add or remove buildings at any time during the period of the contract.

The Contracting Authority also reserves the right to change the scope of requirements and to add requirements or reduce requirements at any time during the period of the Framework Agreement and any subsequent Contract awarded. Such an increase may result in an increase in the number of tasks/hours on the price quoted by the Contractor at the time of the tender process. Similarly, If the services are reduced during the course of the contract, then such reduction will result in a reduction in the number of hours on the price quoted by the Contractor at the relevant tendered rate detailed in the Pricing Schedule.

The Contracting Authority is not and will not be under any obligation to procure any additional requirements from the Contractor and reserves the right to procure any extra service hours via alternative means if it appears it may be more economically advantageous to do so.

The Contractor will not be paid for 'additional services' carried out that the Contractor deems outside the description and scope of the Services (as defined in this RFT and any Services Contract awarded), unless a written instruction (or Purchase Order) is received from UCD.

13. Complaints/Service Issues

The Contractor must have a formal compliant process in place with a defined corrective action preventative action (CAPA) procedure to prevent future occurrences. The complaint process must have an escalation procedure in place.

Any day-to-day complaints/incidents to any member of staff of the Contractor must be acknowledged and dealt with in an appropriate and agreed timeframe.

14. Parking & Vehicle Usage

The Contractor shall be required to provide all requirements for transport of staff and materials while on site and must abide by all current University parking regulations available on the UCD website <https://www.ucd.ie/estates/ourservices/commuting/>. The University operates paid parking for users of the University Car Parking facilities. Contractors, in line with all other members of the University Community, are liable for these charges. Should charges, additional to the parking permit, be introduced for electric charging points, the Contractors, in line with all other members of the University Community, will be liable for these charges.

The Contractor's staff will have access to the University Permit Parking for their personal cars at their own expense.

15. Invoicing

Invoicing schedules and procedures will be agreed on award of the Contract. When invoicing for additional staff or for non-routine callouts (requested and approved by UCD), this is required at the relevant tendered hourly rate detailed in Schedule C: Charges of the Services Contract for Lot 1. The agreed invoice will be strictly based on clock-in and out information and cross referenced to work sheets. Invoices should be submitted detailing the numbers of staff, the number of hours worked and the total cost. PPM works, Materials and Reactive Charges, approved by UCD should be invoiced separately.

Please note that there will be a requirement to invoice some subsidiaries of UCD separately for any work carried out, e.g. NovaUCD, SLLS etc.

Please see:

<https://www.ucd.ie/finance/financeoperations/accountspayable/ucdssupplierpaymentssystem/>

Please note that UCD has moved to Workday in 2025, for more information see <https://www.ucd.ie/finpost/>

16. Access and Key Management (Lot 1 and Lot 2)

Limited access may exist at certain times and locations in UCD. It is the responsibility of the Contractor to ensure that they are aware of all access and transport issues. As access to certain areas within the campus is restricted e.g. offices, laboratories etc. the Contractor must be cognisant of access conditions to restricted areas at all times. Coordination of tasks within such areas will require the Contractor, through UCD Estate Services, to arrange and agree access. Any task completion on campus that may have an impact on the normal operation and/or on the campus population must be agreed in advance with UCD Estate Services.

Where keys are required, authorisation to remove keys from the Estate Services key management system must be organised in advance. All keys removed are security tagged and monitored to ensure their return by the end of the authorised period. All keys must be returned at the end of the working day to the designated location. If keys are lost by the Technical Staff, the cost of changing locks must be met by the Contractor.

Technical Staff will be provided with UCD “UCard” Identification cards, these may be used, with proper authorisation, to sign out keys or access certain areas when required.

Under no circumstances should the Contractor’s staff remove keys from Campus. Should it be determined that keys or a “UCard” is missing, Estate Services must be notified with immediate effect.

17. Commuting to Campus

The Contractor shall be required to provide all requirements for the transport of staff and materials while on site. UCD holds a Gold Smarter Travel Mark accreditation, issued by the National Transport Authority in recognition of the measures and facilities UCD has in place to encourage & promote active and sustainable travel to and from campus.

The UCD Commuting Guide is available to assist you on planning journeys to UCD and is available via the below link and summarised below:

<https://www.ucd.ie/estates/t4media/UCD24025%20Annual%20Commuting%20Guide%202025%20online%20v1.pdf>

Public Transport

Over 20 bus routes serve UCD directly including the 24 hour 39a bus route. In addition to bus stops located outside each entrance to campus, UCD has its own on campus bus terminus in addition to three bus stops located across campus.

Cycling & Walking

UCD has five entrances which are dedicated to pedestrian and cycle use only which motorists cannot enter. The core of the campus is vehicle free and pedestrian friendly. Cycle parking facilities are located in proximity to every building on campus and free of charge sheltered and secure cycle parking is also available.

Driving & Parking

The University operates paid parking for users of the University Car Parking facilities. Contractors, in line with all other members of the University Community, are liable for these charges. Should charges, additional to the parking permit, be introduced for electric charging points, the Contractors, in line with all other members of the University Community, will be liable for these charges.

18. Smoking / Vaping

The University is a smoke free campus – smoking and vaping are not permitted throughout the University.

Appendix 2: Pricing Schedule

Tenderers should note that no obligation shall exist for University College Dublin to purchase these precise or any quantity of Goods or Services. University College Dublin does not warrant or represent that expenditure will meet, exceed or be less than the estimated usage amounts and by submitting a Tender, Tenderers so acknowledge and agree.

The Pricing Schedule 'UCDOPP5524 Pricing Schedule and is available to download separately from www.etenders.gov.ie. Tenderers must be in a position to supply all of the requirements in the Lot(s) they are bidding for, and all the requirements must be priced in this Pricing Schedule.

As a reminder; Tenderers submitting a Tender for Lot 3. Audio Visual Consultancy Services may not submit a Tender for Lots 1 and 2. If a Tenderer submits a response for Lot 3 and another Lot(s), the Tenderer will be invited to choose which Lot(s) they wish to be evaluated for

As stated in RFT/ 2.10 Pricing: All prices quoted must be all-inclusive but not limited to:

- i) Lot 1 and 3: Personnel: be all-inclusive (i.e. including but not being limited to wages, insurance, taxes, holiday, sickness, management charges, training, uniforms, PPE, insurances, travel and transport, mobile phone costs, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- ii) Lot 2: Equipment: including but not being limited to branding, shipping, duty, packaging, travel, transport, delivery, installation, commissioning, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

There are four tabs as follows for the three Lots:

- Lot 1. On-site Support
- Lot 1. Spart Parts
- Lot 2 Audio Visual Equipment
- Lot 3. Audio Visual Consultancy Services

Notes for the completion of the Pricing Schedule:

- (i) All cells highlighted in yellow are to be completed.
- (ii) Any amendment to the structure or format of the Pricing Schedule, or any qualification of financial offers, will result in the automatic elimination of this tender.
- (iii) Tenderers are advised that all hours and rates proposed must be commercially sustainable. The Hourly rate(s) tendered must be all-inclusive, be expressed in Euro only and be exclusive of VAT.
- (iv) Tenderers who do not enter a price or who enter a price of €0.00 or less for the requirements or leave any cells blank will be eliminated from the Competition.
- (v) Should a service be offered without charge, a price of €0.01 must be entered.
- (vi) Prices must be expressed to two decimal points only.
- (vii) VAT must be detailed in the relevant cells.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: University College Dublin or any wholly owned subsidiaries thereof (the "Contracting Authority")

RE: Request for Tenders for the Supply of Audio Visual Goods and Services to University College Dublin

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract and the Goods Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services and Goods required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - a) the RFT;
 - b) the Framework Agreement set out at Appendix 5 and agree if awarded any contract to execute the Framework Agreement set out at Appendix 5 to this RFT;
 - c) The Services Contract set out at Appendix 6 for Lot 1 and Lot 3, and agree if awarded any contract to execute the Services Contract set out at Appendix 6 to this RFT;
 - d) The Goods Contract set out at Appendix 7 for Lot 2 and agree if awarded any contract to execute the Goods Contract set out at Appendix 7 to this RFT
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the Goods/Services in accordance with the RFT and our Tender if awarded any Contract.
5. We agree that, if awarded any Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our

participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Audio Visual Goods and Services to University College Dublin

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), having been duly authorised by [\[Click here and insert name of entity\]](#) sincerely declare that [\[Click here and insert name of entity\]](#) itself or any person who has is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) or has powers of representation, decision or control in [\[Click here and insert name of entity\]](#):

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority.
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) That the preparation of the Tender was carried out independently;

- (j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (k) Is not guilty of grave professional misconduct.
- (l) Has not entered into agreements with other economic operators aimed at distorting competition.
- (m) Is not aware of any conflict of interest due to its participation in the Competition;
- (n) Has not had any prior involvement in the preparation of the Competition;
- (o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (q) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me)

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

Appendix 5: Framework Agreement

Framework Agreement for the provision of Audio Visual Goods and Services

THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] **DAY OF** [MONTH] 20[YEAR]:

("the Framework Agreement")

BETWEEN:

[Abstract], whose offices are located at [Address] ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

(each a "Party" and together the "Parties")

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and entitled "[]" ("the RFT"), the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the supply of the Goods/Services described in Appendix 1 of the RFT (the "Goods") (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] (the "Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____;

"Contract" means a contract which is awarded in accordance with this Framework Agreement

"Services Contract" means the template contract attached at Appendix 6 to the RFT;

"Goods Contract" means the template contract attached at Appendix 7 to the RFT;

"Framework Term" means the period set out in Clause 2.5 of this Framework Agreement;

"Month" means a calendar month;

"Prime Contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

"Subcontractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Contracting Authority may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Goods/Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Contracting Authority is not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Contracting Authority may at its discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Contracting Authority shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. GOODS/SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Goods and Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall supply the Services to the Contracting Authority in accordance with the Goods/Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Goods Contract or a Services Contract, the successful Framework Member shall be required to enter into the Goods Contract or Services Contract with the Contracting Authority.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that the Contracting Authority proposes to award a Contract under this Framework Agreement, the Contracting Authority shall issue (by electronic means) a Supplementary Request for Tenders (“SRFT”) to all Framework Members in the relevant Lot in accordance with the following procedure (a “Mini-Competition”):
- 5.1.1 The SRFT shall set out:
- the scope and term of the Contract to be awarded;
 - the deadline (date and time) for the receipt of responses to the SRFT (each a “Response”) taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
 - the types and levels of insurance required for the Contract;
 - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Goods/Services Agreement.
- 5.1.2 All Responses to the SRFT must be submitted via the etenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.
- 5.1.3 Any clarifications issued by the Contracting Authority, as applicable, in relation to a SRFT will be communicated via the etenders facility only.
- 5.1.4 The Contracting Authority may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.
- 5.1.5 The Contracting Authority reserve the right to issue or seek written clarifications.

6. AWARD CRITERIA

- 6.1 The award criteria for Mini-Competitions shall be:

Option 1: Most Economically Advantageous Tender in terms of Quality and Cost ratio

Award Criteria	Sub-Criteria	Weighting (range)
Total Qualitative Criteria	Please note sub criteria and respective weighting will be defined within the above range at SRFT – Mini Competition Stage.	10% - 90%
Cost	Please note the exact nature of the cost elements required will be set out in the SRFT and Pricing Schedule.	10% - 90%

Option 2: Most Economically Advantageous Tender in terms of Total Cost

Award Criteria	Sub-Criteria	Weighting (range)
Cost	Please note the exact nature of the cost elements required will be set out in the SRFT and Pricing Schedule.	100%

Award of a Goods/Services Contract:

The highest-ranked Tenderer shall be deemed the Most Economically Advantageous Tender and will be the Preferred Tenderer (the “Preferred Tenderer”).

Tie Break: If an evaluation results in a tie between two or more Tenders, the tie-break rules detailed in the SRFT will be implemented.

- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Authority.
- 6.3 The Contracting Authority may cancel a Mini-Competition at any time prior to a Contract being executed by the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Framework Member.
- 6.4 The Contracting Authority will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

9. TAX CLEARANCE

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s), agent(s) or Subcontractor(s)) (a “Conflict”) must be fully disclosed to the Contracting Authority immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority immediately upon such information becoming known. The terms “registerable interest” and “relative” shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member’s employees and personnel, including Subcontractors and their employees and personnel, who provide the Goods/Services may be required, at the absolute discretion of the Contracting Authority to sign a confidentiality agreement in a format as determined by the Contracting Authority.
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 8 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving six months written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;

17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority within 30 days after a receipt of a request in writing from the Contracting Authority.

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

The

17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;

17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and

17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.

17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.

17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within twenty one days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER
--	---

in the presence of: Witness	in the presence of: Witness
---	---

Insert

Appendix 6: Services Contract

University College Dublin or any wholly owned subsidiaries thereof

and

[Insert Contractor's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Audio Visual Goods and Services to University College Dublin

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

University College Dublin or any wholly owned subsidiaries thereof, of [address] ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled "Insert title of RFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Delete and replace with "Not Used" if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert Number] months with a maximum of [Insert Number] such extensions permitted subject to its obligations at law

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and SubContractors. The Contractor shall require its agents and SubContractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and SubContractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime Contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime Contractor. The Contractor as prime Contractor under the Submission hereby assumes liability for its SubContractors and shall ensure that its SubContractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its SubContractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any SubContractor, the Client reserves the right to require the Contractor to immediately replace such SubContractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the SubContractor and a requirement that the SubContractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent Contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

- I.
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the contractor by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;

to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect

of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
 10. the Client shall be under no obligation to purchase any minimum number or value of Services.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, SubContractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed one hundred per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, the following will apply:

50%] ("the Retention Amount") which Retention Amount shall not at any given time exceed 60% per cent of the Annual Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

H. *Not used*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [insert amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [insert amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright

rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

- H. Upon the termination of this Agreement or any element of this Agreement, for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
- 1. its professional advisers subject to the provisions of this clause 7; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 8 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- 2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of SubContractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or SubContractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;

3. the action proposed to minimise the impact of the Force Majeure Event;
and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for 21 calendar days either Party may terminate at 14 days notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client in full or part thereof, without liability for compensation or damages, by serving three months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six month written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
 - i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor

ii) that the Contractor (or its subContractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any SubContractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any SubContractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (SubContractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any SubContractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any SubContractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or SubContractors.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known)

and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them: "Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent Contractors and/or Sub-Contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
- (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-Contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Not Used]

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

Not Applicable

Appendix 7: Goods Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Audio Visual Goods and Services to University College Dublin

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

[Insert name of Contracting Authority], of [Address] ("the Client");

and

[Contractor's full legal name], of [Address:] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled "[Title of RFT]" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and dated [insert date of RFT] ("the RFT"), the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the goods described in Appendix 1 to the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor shall sell and the Client shall purchase in accordance with this Agreement ("Agreement") the Goods described in Schedule B ("Goods"). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is [insert contact name] of [insert contact address]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Delete and replace with "Not Used" if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the supply of Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 5 the Contractor shall:
1. supply the Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law. that apply at the place where the Goods provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 15, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

2. THE GOODS

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:
 - 1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
 - 2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
 - 3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 - 4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its

delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.
- D. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.
- E. *Not Used*

Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [insert amount] per week/day, or part thereof, for each week/day of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [insert amount]. Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and;
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

3. INSPECTION OF GOODS

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.
- B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any

of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:

1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.

or

2. have such Goods promptly, and in any event within two calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

- C. Rejected Goods shall be removed by the Contractor from the Client within two calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within two calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.
- D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.
- E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods as follows:

All equipment must be supplied with a minimum one-year warranty with the exception of Televisions which must be supplied with two years warranty, (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

This Guarantee Period must include free of charge the following:

- All manufacturer-required service schedules including planned preventative maintenance and service packs (where appropriate).
- All parts and labour required to maintain the equipment at an optimum output level during the full year period.
- If a component fails during the warranty period, an extended warranty on that component is required, in line with the provided equipment warranty.
- All costs incurred in transport to and from UCD locations.

4. RISK AND TITLE

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Client on payment for the Goods.

5. PAYMENT

- A. Subject to the provisions of this clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then

due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. **Not Used**
 - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [Insert Date] which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and
 - 8. the Client shall be under no obligation to purchase any minimum number or value of Goods.
- B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.

- C. The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D. The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.
- E. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 7A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. *Not Used*
Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any

circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

Twenty (20) percent of the charges in that year.

(“the Retention Amount”) which Retention Amount shall not at any given time exceed twenty (20) per cent of the Charges. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

8. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement (“Confidential Information”) and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 8; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or
 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 8 to the RFT (“the Confidentiality Agreement”).

The obligations in this clause 8 will not apply to any Confidential Information:

1. in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

- C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations
- D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event;and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for twenty one (21) calendar days either Party may terminate at 14 days notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving six (6) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six (6) months written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.
- D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

14. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- B. All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

15. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party, or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void .

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

17. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

18. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing goods (or Goods) from a third party at any time during the currency of the Agreement.

20. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Goods are being performed for the Client under this Agreement.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Goods (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be

restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
- (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. **Not Used**
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

Not Used

Schedule B: Goods: The Specification

[Insert when completing contract]

Schedule C: Charges

Catalogue Goods

[Insert when completing contract]

Non-Catalogue Goods

[insert % discount offered]

The % discount offered by the Tenderer as detailed above as part of 3.3 Award Criteria shall apply to the Tenderers Retail Price offered to general consumers within the Republic of Ireland on the day the Contracting Authority ordered the non-catalogue product.

For clarity, in the event of the Contracting Authority ordering non-catalogue goods which are on sale / special offer the % discount offered by the Tenderer as part of Award Criteria shall apply to the lower sale / special offer non-catalogue product price.

The Contracting Authority reserves the right to request validation of the pricing information provided by the Contractor.

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Appendix 8: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the **Services** described in Appendix 1 to the RFT (the “**Services**”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of **Services** under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, SubContractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, SubContractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor
- PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
- i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
 - 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
 - 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For

the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may

- include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
 - F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
 - G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
 - H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
 - I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic

communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-Contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M.

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

SIGNED for and on behalf of the Contractor

 (being a duly authorised officer)	
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

Not Applicable

End of Document