Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework	
Single Party Framework for the provision of Webcasting services for Council Chamber, City Hall.	
Procedure	
Open Procedure	
Key Dates	
Issue Date	**Wednesday 18 March 2026**
Closing Date for Queries	**Friday 10 April 2026** at **[12PM** (Irish time)
Closing Date for Tender Submissions	**Monday 20 April 2026** at **[12PM]** (Irish time)
Contact for Queries	
Via www.etenders.gov.ie only	
Format for submission of tenders – use the Tender Response Document	
Via www.etenders.gov.ie only	
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents. Suppliers are advised to check the Messaging box for broadcast messages and tender clarifications from the Contracting Authority which might have issued prior to the date that Supplier associated itself / expressed an interest in the CfT.	

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.

CONTENTS

1. ABOUT THE CONTRACTING AUTHORITY 3
   1.1 The Contracting Authority 3
   1.2 Small and Medium Enterprise Participation 4
2. SCOPE OF THE FRAMEWORK AGREEMENT 5
   2.1 Type of Framework 5
   2.2 Scope of Requirements under the Framework 5
   2.3 Detailed Specification of Requirements 5
   2.4 Contract Management 17
   2.5 Anticipated Timeline 18
3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK 19
   3.1 Numbers Admitted to the Framework Agreement 19
   3.2 Duration of the Framework Agreement 19
   3.3 Estimated Value of the Framework Agreement 19
   3.4 Awarding Contracts under the Framework Agreement 19
   3.5 Right to Tender outside of the Framework 19
   3.6 Compliance with the Terms and Conditions of the Framework Agreement 19
   3.7 Award to Runner Up 20
   3.8 Pricing 20
   3.9 Invoicing 20
   3.10 Review of Supplier Performance 20
   3.11 Termination of Framework / Contract 21
4. SELECTION CRITERIA 22
   4.1 Relying on the Standing of Other Entities 22
   4.2 General, Legal and Financial Requirements 22
   4.3 Technical Capacity Requirements 23
5. AWARD CRITERIA 25
   5.1 Methodology for Calculating the Cost Score 28
   5.2 Methodology for Calculating Scoring of Qualitative Criteria 29
   5.3 Clarification / Verification Meetings 29

5.4 Clarification of Abnormally Low Tenders 30
INSTRUCTIONS FOR TENDERERS 31
GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS 38

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Dublin City Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Dublin City Council is the largest Local Authority in Ireland, employing approximately 6,100 staff. The 2026 Revenue Budget amounts to €1.69 billion, while the three year Capital Programme 2025 to 2027 amounts to €3.348 billion.

The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services). The City Council also provides emergency services through Dublin Fire Brigade.

Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8.

Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council could best be summarised by listing the programme group structure used by central government to classify the activities of all local authorities as follows:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

Further information is available at our corporate website www.dublincity.ie

[City Hall building is considered one of the city's most significant historic public buildings. The essence of the building design is a grandly scaled rotunda set within a square ambulatory, surmounted with a shallow dome and entered through a giant portico. At each extremity of the north side of the building are oval geometrical staircases, which leads to a City Council Chamber at first floor.

The Dublin City Council chamber layout includes perimeter seating tiers and a suite of light oak furniture to facilitate the function of the council, this being its main meeting space. The

character of this room is dominated by the large portraits that line the perimeter walls, a selection of conserved portraits of Lord Mayors and Aldermen

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Single-Operator Framework
Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

2.2 Scope of Requirements under the Framework

Details of Initial Contract
[Provision of Webcasting services for Council Chamber, City Hall. The value of this contract should not exceed €240,000 (Two hundred and forty thousand euro). An initial contract will be awarded for a period of Four [4] years with an option to extend for a period of up to 12 months with a maximum of two such extensions. The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory annual performance, budget availability and ongoing business needs.]
Details of additional contracts under the Framework
[None]

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 Detailed Specification of Requirements

[

The successful tenderer will implement a live webcasting system, with archived video-on-demand of public meetings including, but not limited to, full Council meetings, SPCs and Area Committees.

Full service is broadly perceived as follows:

1. Content Capture: Including site survey, provision and installation of equipment, training of staff with regard to the equipment in place.
2. Signal acquisition: Transmission of signal to encoding location.
3. Content encoding: Transforming signal into streaming format for viewing.
4. Delivery: Delivery of streamed data to end-users via external server(s) and Internet.

The agreement will include the delivery, installation, maintenance, upgrade and support of webcasting services including equipment such as servers and encoders. The proposed system must interface with the current Bosch digital conferencing system in the Council Chamber. It is also required that the webcasting interface with the current and any proposed Council's meeting system to display the agenda, etc. during live broadcasts. The webcasting archive of meetings must include index links to speakers and to meeting items.]

FUNCTIONAL REQUIREMENTS OF THE PROPOSED SYSTEM

2.3.1 Outline Requirements

1. The successful tenderer must provide all hardware, software and services necessary to comprise a complete solution to allow the Council to webcast live and archived meetings to the general public via its website for the period of the contract.

2. Viewing of audio/video streaming data must be possible using normal methods of public Internet connection. The proposed solution must provide viewing access of audio/video streaming data using a computer, smartphone or similar device.

3. Archives of webcasts must be available for on-demand viewing for a period of 12 months after the initial event. There must be the ability to transfer these archives to portable media.

4. The viewing front-end must support the ability to view associated documentation or presentations at the same time as the video stream.

5. The viewing front-end must be fully integrated into the appropriate part of the Council web site and comply with its corporate branding.

6. Operating staff must receive appropriate training in the use, maintenance and administration of the system. Initially two staff would require training.

7. A satisfactory Service Level Agreement must be agreed in order to cover system support and upgrades to hardware and software.

8. The proposed solution must facilitate expansion to allow for further applications of the technology, increase in number of viewers, increased frequency/duration of meetings etc.

9. The solution must comply with appropriate Corporate and Government standards.

10. Regular event statistics must be available to Council staff using an online facility.

11. It must be possible to precisely 'black-out' portions of video transmission and/or mute audio by immediate operator intervention or by the pre-setting of controls (e.g. to prevent filming of a 'private portion' of a meeting, or to prevent filming of an individual who has made an express wish not to be so). In the case of 'black-out', it must be possible to replace the transmission with an appropriate message.

12. There must be a facility which allows the operator to communicate with the Webcaster during a live webcast (e.g. an online messenger facility).

13. All wiring must be concealed behind existing panelling or under floors. Use of cupboard / trolley facilities for housing, transportation and storing of mobile equipment is necessary. Any wiring runs must be in compliance with Health and Safety Regulations and be agreed with the Council's own maintenance and IS staff.

14. A facility must be provided enabling council staff to transfer meeting recordings to portable media or file transfer services.

15. For the webcasting system, the successful tenderer will need to accommodate two video feeds. One is the Teams feed, and the second is the Content feed. Both of these are output as HDMI locally from our end at the Webcast rack. Additionally, we send a mix-minus audio feed from the Digital Sound Processor, which is a balanced mono line-level signal.

16. The proposed system must be capable of webcasting meetings held off-site (other locations) via Teams, Zoom or other virtual meeting applications.

17. The proposed system must also be capable of webcasting meetings where some participants are present in council chamber and others are participating remotely via Zoom or Teams or other virtual meeting applications (Hybrid meetings).

18. The proposed system must also be capable of generating live Sub-titles and archive material.

19. The proposed system must also be capable to produce full transcript of the meetings.

2.3.2 Hosting of Content

This section specifies requirements relating to the hosting of the encoded content.

1. Content must be archived such that it is viewable online on-demand and downloadable for a 12 month period after it is webcast.

2. Archive Content must be held a minimum of Four [4] years by the service provider.

3. Adequate hosting server space must be provided to cater for all of the specified events along with their archives.

4. The proposed solution must provide the facility to host and stream archived content which has been recorded and encoded. The Tenderer must indicate how this can be achieved. The successful tenderer must detail any special restrictions relating to the solution for this requirement.

5. The content formats used must facilitate viewing by commonly available versions of video streaming client software.

2.3.3 Delivery of Content and Website Integration

This section specifies requirements relating to the delivery of encoded content and the provision of appropriate bandwidth in order to achieve this successfully. It also covers the integration of delivery of this content into the Council website.

1. Content must be accessible via the Council's or other specified Internet site.

2. All web pages must conform to the Council's corporate branding and publishing standards. This includes logos, fonts, responsiveness and accessibility.

3. The web 'front-end' must allow specification of an appropriate, modern video player to be used for streaming of the content which has been hosted in line with Government Interoperability Framework requirements, or equivalent, for information access of audio/video data.

4. The web 'front-end' must allow the option to open and view supportive presentation material for live and archived events (e.g. PowerPoint slides, agenda for Council meeting).

5. It must be possible to display supplementary information on the screen alongside replayed content (e.g. speaker's name and political party).

6. For playback of archived material, it must be possible to view a transcript of what is being said alongside the content. This is required for accessibility purposes.

7. The web 'front-end' must include an option to view a disclaimer, which will contain detail as designated by the Council (e.g. 'playback is available notwithstanding technical difficulties').

8. The web 'front-end' must provide features to allow ease of access for special needs users, in accordance with WCAG guidelines, or equivalent. The site must meet WCAG 2.1 (equivalent to EN 301 549) or equivalent. More information on WCAG is available here.

9. The proposed solution must provide a facility to allow the playback of archived material to begin at pre-designated points (e.g. specific agenda items).

10. In the event of video failure, relay of audio is required in instances where this is possible.

11. The proposed solution must provide the viewer with the ability to stream content according to their internet connection speed with an improved viewing experience.

2.3.4 Training and Documentation

This section specifies any requirements relating to documentation of the proposed system and training in its use.

1. The system must include online help documentation covering both the content capture and the end-user components of the solution.

2. Training : The successful tenderer must train staff to operate any relevant components of the system. This is expected to take the form of structured, hands-on training (plus accompanying digital and/or hard-copy documentation), at the Council's premises, for the following user roles:

    - Content Capture System Operators
    - General System Administration

3. A step-by-step training manual must also be provided.

4. The successful tenderer must state how this training will be conducted, and all costs must be included in the ultimate cost figure provided. Further training must be provided as appropriate in the case of operational or functional changes resulting from upgrades.

2.3.5 System Management, Security and Performance

This section specifies requirements relating to management, security and performance of the proposed system components.

1. Any software components to the proposed system must be developed and implemented using professional-quality software configuration management tools in order to effect robust software version and change control, and to facilitate recovery of previous software releases if necessary. The successful tenderer must indicate the tools that will be used to manage the development and release of off-the-shelf and bespoke software products.

2. It must be possible to effect incremental expansion and performance of the system to cater for any of the following:
    a. An increased number of viewers
    b. To provide an increase in viewing quality
    c. To provide for an increase in the amount of hosted content (event frequency, length, on-line archiving time)

3. The successful tenderer must provide assurances that any proposed systems do not present a security threat to the Councils IT infrastructure.

4. The successful tenderer must provide immediate notification to the Council of any security-related vulnerability regarding any of the system components provided by the successful tenderer.

5. System security is the responsibility of the successful tenderer. Security updates or patches to any of the system components provided by the successful tenderer must be applied in a timely manner.

6. The successful tenderer must indicate if there is a limit to the number of simultaneous accesses that can be made to any one video stream with a satisfactory quality of playback, along with the reason for any limitation(s).

7. It is a mandatory requirement that the proposed system is hosted and processes data within the EU. The Tenderer must describe how the proposed system meets Regulation (EU) 2016/679 of the European Parliament - the protection of natural persons with regard to the processing of personal data and the free movement of such data.

8. The following are the minimum requirements set forth by our IS department for security needs that contractors and third parties must follow.

    i. Governance, Compliance & Legal Requirements
        1. Maintain ISMS aligned to ISO 27001 or equivalent.
        2. Annual independent security audits.
        3. Cyber insurance
        4. GDPR compliance including data subject rights, DPIA support, and EU/EEA data residency.
        5. Clear exit, data return and secure destruction processes.
    ii. Security Controls (General)
        1. Robust security measures ensuring confidentiality, integrity, and availability.
        2. Up-to-date EDR/antivirus solutions.
        3. Security audits, incident response, vulnerability management.
        4. Regular scanning, penetration testing, and timely patching.
        5. SIEM, intrusion detection/prevention, and DDoS protection where applicable
    iii. 3. Access Control & Authentication
        1. MFA for administrative and privileged access.
        2. Role-Based Access Control with named accounts.
        3. Privilege logging, account lockout, JML processes.
        4. Annual access recertification.
    iv. Data Security & Encryption
        1. TLS 1.2+ encryption in transit.
        2. AES-256 encryption at rest.
        3. Secure KMS and key lifecycle processes.
        4. Protection against unauthorised data extraction.

    v. Cloud-Specific Requirements
        1. Document cloud architecture and control environment.
        2. Ensure multi-tenant isolation and internal threat mitigation.

3. Traffic screening, intrusion detection, anti-DDoS.
4. Tier III or higher datacentre with ISO 27001/SOC2 certification.
5. EU data residency and exit strategies.

vi. On-Premise Requirements
1. Hardened OS and removal of unnecessary services.
2. No default credentials; strong password policies.
3. Physical security controls for installed equipment.
4. Patch management and secure config baselines.

vii. Backup, DR & Business Continuity
1. Clear backup schedule and retention.
2. Documented RPO/RTO.
3. Regular DR testing and recovery validation.

viii. Monitoring, Logging & Auditability
1. System and privileged activity logging.
2. SIEM integration or real-time alerts.
3. Log retention aligned with policy and GDPR.

ix. Supplier Staff & Training
1. Supplier staff trained in cybersecurity and GDPR.
2. Security Officer/CISO named for accountability.

x. Integration, Networking & Interoperability
1. Network segregation and IP allowlisting.
2. Outbound-only connections where possible.
3. Clear API, VPN, and integration requirements.

9.

2.3.6 Delivery Requirements

Successful tenderers must provide the following:

1. Methodology/Approach for delivering/installing the proposed solution.

2. Detailed programme for delivery and implementation of the solution including a detailed stage by stage project plan. To include but not limited to:

   a. Detailed timelines
   b. Removal of the existing system.
   c. Delivery of items to:
      i. Dublin City Hall, Dame St, Dublin, D02 DF20
   d. Installation time / Configuration time
   e. Testing / Commissioning

2.3.7 File Organisation, Access Methods and Database Administration

The successful tenderer must describe any content management system(s) (CMS) proposed to be used in relation to the solution.

2.3.8 Amount of Content

The successful tenderer must allow for webcasting a minimum of 50 hours each calendar month for the contract period.

2.3.9 User Acceptance Testing

The successful tenderer shall support, facilitate, and successfully complete a formal User Acceptance Testing (UAT) process to verify that the Webcasting Solution and associated services meet all functional, technical, operational, security, accessibility and performance requirements as set out in this Request for Tender (RFT) and in the Supplier's response.

UAT is a mandatory quality-assurance stage. No go-live, service commencement, or payment milestones shall be approved until all UAT criteria have been fully satisfied and formally signed off by Dublin City Council.

Each component of the application must be tested to the Council's satisfaction before operating in the live environment. This acceptance test will apply to:

1. UAT Planning & Documentation

   The Supplier shall provide, at minimum, the following:

   a. UAT Test Plan

      A comprehensive UAT Test Plan shall be submitted within ten (10) business days of contract award and must include:

      - UAT scope, objectives and success criteria
      - Detailed test scripts mapped to each structured requirement
      - Testing schedule and resource plan
      - Entry and exit criteria
      - Risk and issue management approach
      - Dependencies and assumptions
      - Change-control process for UAT defects and retests

      Dublin City Council must approve the UAT Test Plan prior to execution.

   b. Requirements Traceability

      The Supplier must provide a Requirements Traceability Matrix (RTM) linking each tender requirement to:

      - Proposed solution component
      - UAT test case
      - Expected result
      - Evidence required for verification

      This matrix will be used during UAT to confirm that the Supplier has demonstrably met all structured requirements.

2. Execution of UAT

   a. Supplier Responsibilities

The Supplier shall:

- Configure the test environment to mirror production
- Provide test accounts, sample data, admin dashboards, and all necessary access credentials
- Support Dublin City Council staff during all testing sessions
- Log all defects, observations, and improvement actions in a shared tracker
- Provide immediate access to technical resources to resolve issues blocking UAT

b. Test Environment

The UAT environment must:

- Match production architecture and configuration
- Include all integrations (e.g., CMS, Council webcast pages, voting systems, agenda APIs, identity management, etc.)
- Be accessible remotely and on-site
- Retain full audit and reporting functionality

Any divergence must be documented and approved.

c. Types of Testing Required

UAT shall include, at minimum:

- Functional validation of all features
- Live meeting simulation (including streaming quality, start/stop controls, encoding, archiving)
- Accessibility & WCAG-2.1 AA compliance checks
- Performance tests for viewer load and streaming stability
- Security tests, including access controls, encryption, and data-handling compliance
- Role-based user validation (Admin, Moderator, Elected Member, Public Viewer)
- Failover & resilience testing (network drop, encoder failure, backup path)
- Reporting & analytics verification
- Mobile and multi-browser compatibility tests

3. Defect Management & Retesting

The Supplier shall operate a formal defect-management process including:

- Categorisation of defects (Critical / High / Medium / Low)
- Target resolution times
- Retesting and regression testing
- Tracking and resolution reports

Critical and High defects must be fully resolved, retested, and approved prior to UAT exit.

Medium and Low defects may be accepted only if they do not impact required functionality and only with written approval from Dublin City Council

4. UAT Exit Criteria

Dublin City Council will not issue UAT sign-off until all of the below conditions are met:

- All structured requirements have been demonstrably validated through executed test scripts
- All Critical and High defects are resolved and retested
- UAT test results, evidence logs, and reports have been submitted
- Operational procedures and user training have been completed
- Systems integration has been verified end-to-end
- Performance targets have been achieved
- Security, GDPR and data-handling obligations are confirmed as compliant
- A stabilisation period (minimum 10 business days) demonstrates consistent performance

Written approval from the Contracting Authority is mandatory before the service may proceed to go-live.

5. Failure to Meet UAT Requirements

Where the Supplier fails to meet UAT criteria, Dublin City Council reserves the right to:

- Require additional remediation and retesting at no additional cost
- Delay go-live until requirements are satisfied
- Withhold milestone payments
- Activate contractual remedies, penalties, or service credits
- Terminate the contract in accordance with the agreed terms

6. Evidence & Audit Requirements

The Supplier shall retain full UAT documentation including:

- Test scripts
- Test results
- Screenshots / recordings
- Issue logs
- Defect reports
- Traceability matrix updates
- Sign-off records

This documentation may be subject to audit by Dublin City Council or external oversight bodies.

2.3.10 Documentation and on-line help

Successful tenderers must describe the distribution of documentation between on-line help and printed manuals. These must be available in time for user training.

Comprehensive documentation must be available either on-line or in printed manuals for users and administrators.

The successful tenderer must state how changes to the documentation, and to the on-line help, are to be controlled during the lifetime of the system.

2.3.11 Site Survey and Support

1. **Site Survey:** The Site survey must be undertaken by all the tenderers by appointment.

2. **Support:** After the acceptance criteria have been satisfied at the implementation site, or as soon as the successful tenderer's staff have withdrawn from that site (if sooner), a centralized support facility must be available to answer technical queries from Council staff.

   The facility must include:

   a. System availability between the hours of 09:00 and 17:30 GMT on normal working days (Monday to Friday)
   b. In addition to the above dates/times, an appropriate support service must be available to cover live webcast meetings that fall outside of these time frames e.g. 5:30pm to 10pm, 8am to 9am. A schedule of such meetings will be published.
   c. Costs for out-of-hour support outside the times stated above should be provided.

   Fault levels and response times will be agreed with the successful tenderer. The successful tenderer must describe how the technical support service will be operated and resourced. The successful tenderer must enter into a Service Level Agreement upon award of contract.

   Successful tenderers must also specify whether calls to the support service will be at local, national or premium rates.

3. **Initial webcasts:** An onsite presence must be provided by a successful tenderer for the initial webcast on request.

4. **Maintenance:** Within the fixed price agreement of the contract, there must be provision for solution upgrades to cater for technology advances and application/service improvements as these become available. This must cover the areas of:

   a. Content capture and encoding technology advances (equipment or software)
   b. Streaming technology advances
   c. Server or bandwidth upgrades
   d. Upgrade of software to provide increased functionality (e.g. content capture software or web front-end functionality)
   e. Advances in player technology

f. Changes to statutory requirements

5. **User Group:** If the successful tenderer's proposal is based around a pre-existing product, the successful tenderer must describe any User Group for the product, indicating how long it has been in existence, membership, and frequency of meetings.

6. **Incident Management:** Successful tenderers must describe in detail the level of software and hardware support that is proposed in the event of a problem arising. They must indicate how this provides the level of support needed to meet the system availability requirements (see 3. Telephone Support). The information provided must include the nature and location of support staff, quantify response times and description of remote diagnostic tools used.

7. **Post-implementation enhancements:** Should the Council require post-implementation enhancements, the successful tenderer must state their readiness to take on such enhancements, and describe the proposed arrangements for responding to them and charging for them.

   The successful tenderer must not make changes to any system components that will affect functionality or performance of the solution, without first seeking the consent of the Council. Successful tenderers must provide details of change management processes.

8. **Division of Responsibilities:** The division of responsibilities between the Council and the successful tenderer, in broad terms, is expected to be as below. Detailed allocation of responsibilities will be agreed with the successful Tenderer.

   The Successful tenderers Responsibilities:

   a. Successful tenderer side project management, including the activities of any contractors and sub-contractors.
   b. Site assessment. Planning, provision and installation of content capture equipment.
   c. Carrying out User Acceptance Testing.
   d. Provision of content capture equipment control software.
   e. Content transmission and encoding.
   f. Hosting and archiving services.
   g. Delivery of content to citizens.
   h. Integration of the live and archived service with appropriate web based front-end within Council's website (including ability to use supporting presentation software and provide e-mail feedback).
   i. Technical assistance and consultancy service provision during 'initial' webcast.
   j. Provision of system documentation.
   k. Training of Council staff in the use and administration of the system.
   l. Provision of detailed user training manual.
   m. Software and hardware maintenance, and technical support for the system post-implementation.
   n. Provision of a facility which allows the operator to communicate with the Webcaster during a live webcast (e.g. an online messaging facility).

o. Compliance with appropriate Health and Safety, other legal and insurance regulations / guidelines.
p. Compliance with any Service Level Agreement entered into.
q. The Successful Tenderer shall take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption, loss or distribution of such Personal Data in line with current Irish and EU data protection policies.

The Council responsibilities:

a. Internal project management
b. Activities for integration of front-end viewing facility with Council web site
c. Project quality assurance
d. Taking part in User Acceptance Testing.
e. Security testing
f. Content capture (i.e. operation of consoles)
g. Participation of Council staff in training courses and filming
h. Service management activities including logistics and promotion
i. Online access to Contractor's hosting service

2.3.12 Miscellaneous Requirements

1. The successful tenderer must provide a statistical reporting service (preferably on-line), which will allow the Council to monitor use of the service. The exact nature of the reporting must be detailed.

2. A facility must be provided for the transfer of webcasts to portable media or Dublin City Council cloud storage.

3. Dublin City Council may award further contracts under this framework agreement to provide webcasting in other locations across the Dublin City Council Administrative area. Rates for further contracts cannot exceed those provided in the Form of Tender for the initial contract for the Council Chamber, City Hall.

4. Please attach an organisation chart along with the TRD, clearly identifying all relevant departments, divisions, and 3rd parties, if applicable.

2.4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;

- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

NOTE: Tenderers should note that contract management activities will be non-billable.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	**Wednesday 18 March 2026**
Closing date for Queries	**Friday 10 April 2026** at **[12PM]** (Irish time)
Closing date for Receipt of Tenders	**Monday 20 April 2026** at **[12PM]** (Irish time)
Clarification / verification meetings (if anticipated)	[N/A]
Award decision	[Quarter 2]
Framework Agreement Commencement	[Quarter 2]

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavor to run the process to this timetable, but this cannot be guaranteed

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of Four (4) years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed

Two Hundred and Forty Thousand Euro (€240,000)] excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.4 Awarding Contracts under the Framework Agreement

In the case of a single-operator framework agreement, contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions in Appendix [1]].

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

In addition to the Framework Terms and Conditions, Tenderers are required to read the General Terms and Conditions for Services 2021 and indicate their acceptance thereof as part of their tender submission.

3.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period of Twelve (12) months. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Pricing

Prices quoted shall remain firm for the first twelve (12) months.

Thereafter quoted prices will only be considered for review in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all charges . This includes all hardware involved, all packing and delivery fees to the Delivery Address, all associated services and upkeep costs of the system, the cost of technical support / assistance and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. The methodology for calculating Ultimate Cost Score is outlined in Section 5.1.

3.9 Invoicing

Invoices shall be submitted by the successful tenderer on an annual basis for all costs incurred in the preceding month. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier unpaid.

Detailed invoicing arrangements will be agreed with the successful tenderer.

3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of Twelve months, during that time the supplier will be assessed based on various relevant criteria. At the end of the Twelve months probationary period, the contract will either be allowed to continue if performance has been satisfactory, or terminated if it has not and supplier shortcomings cannot be addressed.

In the event that the contract is continued, the contract will be subject to a further official review every Twelve months thereafter and will only be continued subject to satisfactory performance. In the event that the contract is terminated Dublin City Council reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating continued compliance with all stated evaluation criteria) in this competition.

Supplier performance will however be continually monitored over the term of the contract. Quality of service, cost competitiveness and turnaround time while resolving issues will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

3.11 Termination of Framework / Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

4. SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Section 4.2

4.1 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

Please refer to section 1.2 for further details.

4.2 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Declarations
Tenderers must complete, sign and date the Declaration relating to the following contained in the Tender Response Document. This must be completed by each group member. Tenderers may be excluded from participation based on the responses made in the Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading. • Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016. • Declaration regarding compliance with relevant Statutory Obligations. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Article 5k Declaration regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	Confirmation that the tendering party turnover exceeded [€80,000] during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - € [6.5 million] • Professional Indemnity - € [2 million] • Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - € [Not Applicable] • Cyber Liability - € [2 million] • [] **Insurances provided by vendors must be authorised for this jurisdiction.**

4.3 Technical Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

.

Manpower Levels	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	**Minimum Number**
Project Manager	1
Technical Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Resource Required	**Minimum Requirement**
Skilled Technician in setup, testing and managing entire system and services	2
Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of [Two similar previous comparable contracts / experience, involving the following features:	
Design, supply, delivery, installation and maintenance of a webcasting system. Ability to host online webcasting archive. Example of webcast archives. Please complete the TRD..	
Health & Safety	
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.	
Quality Assurance Systems	

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.
Security
Tenderers must provide details of security measures in place to protect DCC network infrastructure and systems. Please see section 2.3.5. Please complete the TRD.
Business Continuity
Tenderers must declare that they have a business continuity plan in place, and tenderers must declare that their business continuity plan is tested on a regular basis. Please complete the TRD

5. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

.

Criterion A	**Weighting**	**Maximum Marks**	Minimum Marks – 50%
	30%	3000	1500
Title	**Proposed Solution**		
Description	Tenderers must provide comprehensive information to enable Dublin City Council to assess their offer under this criterion. This must include, but is not limited to, detailing the functionality of the proposed solution and how it meet/exceeds requirements in section 2.3 Detailed Specification of Requirements (This also includes all the sub-sections under 2.3, excluding 2.3.6). **Tenderers must complete the TRD in respect of this criterion.**		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks - 50%**
	20%	2000	1000
Title	**Delivery of the proposed solution**		
Description	Tenderers must provide information to enable Dublin City Council to assess their offer under this criterion covering the issues detailed in Section 2.3.6. **Tenderers must complete the TRD in respect of this criterion.**		
Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks – 50%**
	20%	2000	1000
Title	**Technical Support**		

Description	Tenders must provide information to Dublin City Council for the purposes of assessing their offer under this criterion to include, but not limited to: - Quality of maintenance and ongoing support. That may include on-site and/or on-line support. - Details of number of call outs included in annual maintenance, if applicable. - Details of standard support hours and out-of-hours support. - Proposed training and documentation – including specifications, components and connections of the system, for the understanding of our technical staff. - After sales service and technical expertise in respect of the new active equipment. - Account Management Processes including invoicing and customer liaison, complaints resolution process, management information reports. **Tenderers must complete the TRD in respect of this criterion.**

Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks**
	30%	3000	N/A

Title	**Cost**
Description	The cost must include: - Design, Supply, delivery, installation and configuration of a webcasting system for the Council Chamber (To include all expenses). . - Annual cost for maintenance (Includes software upgrades, archival, licensing, warranty, general maintenance, support and call outs) - Additional call out charges if applicable (Hourly rate). Costs must be supplied in Euro exclusive of VAT. **Tenderers must complete the TRD in respect of this criterion.**

NOTE 1: Tenderers should note that they must achieve a minimum rating of **50**% for criteria (A) and (B) in order to avoid elimination from the competition. Please note that in relation to criterion (C) – Ultimate Cost), tenders will be scored in inverse proportion to the

maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Tie-Break Rules: MEAT Assessment
In the event that [there are two or more highest ranked Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer) OR there is a tie for any place on the framework agreement] the following tie-break rules will be adopted:

The Tenderer who has been awarded the highest marks for the total qualitative assessment (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event the Tenderers receive the same marks for the qualitative assessment of their Tender, the Tenderer who has been awarded the highest marks for "***A****. Proposed Solution]"* will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria*:
1. **B. Delivery of the proposed solution**
2. **C**. **Technical Support**
3. **D.** Cost

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	**B**

Maximum Points available for Cost	3000
Formula employed	$\frac{3000 \times \mathbf{A}}{\mathbf{B}}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 Clarification / Verification Meetings

Award of contract/membership of the framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Refer to note re alternative meeting arrangements in Instructions to Tenderers section below.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

INSTRUCTIONS FOR TENDERERS

Please note that due to the current COVID-19 pandemic, facilitation of all meetings, site visits, and clarification meetings, as well as assessments of sample products, etc. (as applicable) is severely impacted.

Where possible the Contracting Authority will put in place alternative arrangements such as on-line meetings, etc. Likewise, anticipated dates (closing date for receipt of clarifications or tender submissions) may change. Suppliers will be kept fully up to date at all stages through the eTenders messaging platform.

(a) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of this tender.

(b) Tender Documents – Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender please contact Dublin City Council via the messaging facility on www.etenders.gov.ie as soon as possible.

Tenderers are required to inform Dublin City Council of any ambiguity, discrepancy or error in the Tender Documents. Dublin City Council shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Invitation to Tender.

(c) Submission of Tenders via www.etenders.gov.ie

Tenders must be submitted electronically via the eTenders electronic tender facility on www.etenders.gov.ie only. Only Tenders submitted through the electronic tender facility will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Please note that the eTenders electronic tender facility closes at the stated date and time precisely. It is the responsibility of Applicants / Tenderers to use the tender facility correctly, which includes taking responsibility for the safe and timely delivery of the tender.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic tender facility, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new eTenders platform prior to the closing date.

The Contracting Authority will not be responsible if an economic operator fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council.

In order to facilitate assessment, Applicants / Tenderers are kindly requested to submit a single attachment inclusive of the completed questionnaire(s)/ tender(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 100MB per tender submission.
- After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the CfT deadline has expired.
- The 'Submit' button will be disabled automatically upon the expiration of the response deadline.

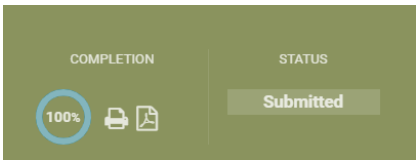
Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

Should you experience difficulty when uploading documents or have any queries regarding the tender submission, please contact the eTenders helpdesk directly via phone +353 818001459, Email irish-eproc-helpdesk@eurodyn.com or select 'Contact Us' on the home page.

Accessing documents
In order to download all documents associated with a particular Call for Tender, Economic Operators must express an interest in the Call for Tender by associating a user from your organisation with the CfT. It is important to note that you must ensure you ASSOCIATE your company with this tender competition. To do this you must do the following:

(a) Log-in to the system;
(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
(d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu
(e) Complete the "Association with the CfT" tab.
(f) This will then provide you with a link to "Tender" under the Show CfT Menu

Submitting your Tender
In responding to respond to a tender without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



(d) Closing date for Tenders

The closing date for tenders	Is **Monday 20 April 2026** at **[12PM]** (Irish time)

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(e) Queries

All queries regarding this tender should be submitted via the messaging facility on www.etenders.gov.ie. Please submit queries as soon as possible.

The closing date for queries	Is **Friday 10 April 2026** at **[12PM]** (Irish time)
Process for submitting queries	**Via www.etenders.gov.ie only**

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(f) Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid.

(g) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

(h) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of [twelve (12) months] is required, this period commencing on the closing date by which the Tenders are to be returned.

(i) Amendment of Tender Documentation

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

(j) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(k) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(l) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(m) 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.

(n) Freedom of Information Acts

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.

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 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.

(o) Data Protection

"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"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where 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 Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document 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.

(p) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site http://www.revenue.ie/. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(q) Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

(r) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

(s) Clarification of Tenders

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Dublin City Council.

(t) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(u) Replacement Personnel

Notification must be sent via www.etenders.gov.ie as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(v) Change in Composition of a Tender

Dublin City Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(w) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

(x) Award of Framework / Contract

In accordance with The Procurement Regulations*]* Dublin City Council will not award the framework / contract for a period of at least 14 days (where notification is sent via electronic means) after notification of the outcome is sent to tenderers.

When appropriate an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of the contract. It should be noted that it is standard practice for the Client to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

Dublin City Council reserves the right not to proceed with the competition at any stage or not to award a contract.

(y) Possible TUPE Considerations

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European Communities (Protection of Employees on Transfer of Undertakings – TUPE*) *Regulations 2003* may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any

losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

(z) Cost of Preparation of Tender

Dublin City Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

(i) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

(ii) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

(iii) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

(iv) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(v) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.