



OLLSCOIL NA
GAILLIMH
UNIVERSITY
OF GALWAY

REQUEST FOR TENDER MULTI-PARTY FRAMEWORK AGREEMENT

Title:	CON433- 2025 Provision of Specialist Technical Support for the audio-visual, recording, streaming and media production requirements of special events hosted in (or by) the University awarded in 2 Lots:- Lot1: Corporate Public Proceedings (physical, virtual, and hybrid formats) Lot2: High-Profile Public Proceedings (physical, virtual, and hybrid formats)
Procedure:	Open (OJEU)
University Ref:	University of Galway CON433/2025
eTenders Cft Ref:	8575294
Issue Date:	06 July 2026
Closing Date for Queries:	12.00 noon 05 August July 2026
Closing Date for Tender Submission:	12.00 noon 19 August 2026
Submissions and Queris3es via:	eTenders only
NOTE:	Tenderers must use the Tender Response Documents (Appendix 2, Appendix 2A and/or Appendix 2B, Appendix 3A and/or 3B Pricing as appropriate) and other documents provided by the Contracting Authority in preparing their response. The response documents must be uploaded in a Zip file on eTenders in order to protect the integrity of file names. Please include your company name in the title of each document.

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The Contracting Authority

University of Galway (herein after referred to as the “Contracting Authority” or University) has been inspiring minds since 1845 as a research-led university. University of Galway is one of the oldest and largest universities in Ireland. We are at the heart of a distinct and vibrant region, renowned for its unique culture, creative industries, medical technologies, marine ecology and economy, and our innovation.

University of Galway is a global perspective, and our university contributes greatly to the diversity and dynamism of Galway, the most international city in Ireland. Through our teaching and research, we attract and develop talent from around the world to address global challenges.

With over 19,000 students, University of Galway has a long-established reputation of teaching and research excellence in the Colleges of Arts, Social Sciences, and Celtic Studies; Business, Public Policy and Law; Engineering and Science, and Medicine, Nursing & Health Sciences. With a complement of over 2,700 (full-time equivalent) staff, University of Galway (Contracting Authority) is one of the largest employers in Galway and makes a significant contribution to the economic, social, and cultural fabric of the city.

University of Galway’s vision is to be a driver of transformational change for our people, our region and our world. We will think globally by inspiring, celebrating and advancing the critical role that our University has in delivering sustainable development. We act locally by empowering our people, investing in our purpose and engaging with the distinctive needs of our region.

We create a distinctively values-based culture, which has excellence, ambition and the wellbeing of our communities at its core. Our vision will be guided by our university values of respect in our actions, excellence in our work, openness in our outlook and sustainability in our approach. Distinguished by kindness and a commitment to equality, this culture will empower our people to thrive. We will harness our distinctive strengths and creative energy to deliver significant and sustainable societal impact.

Our university is at the heart of a distinctive city and region, renowned for its culture, creativity, technology and innovation. Drawing on these distinctive strengths will set us apart internationally. We aim to stimulate creative potential of our students, staff, alumni and wider community to advance our teaching, research, innovation and engagement in and for the world.

Learn more at www.universityofgalway.ie/.

The University’s Supplier Charter

We value the relationships we have with our suppliers, and our Supplier Charter sets out how we require those relationships to be based on our Values of Openness, Respect, Excellence and Sustainability.

All University suppliers and/or service providers shall adhere to the Supplier Charter, available to view and download [here](#).

Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract. All

information contained in this Request for Tenders is provided for the purpose of facilitating the production and submission of a Tender.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of University of Galway (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority shall **NOT** be bound to accept the lowest or any Tender proposal and reserves the power to accept any part of any Tender proposal, unless the bidder expressly stipulates to the contrary at the time of Tender.

The Contracting Authority reserves the right to discontinue the procurement process at any time and not make an award decision.

Note

The Contracting Authority has provided the following documents as separate documents for tenderers to use in preparing their response to this tender.:

- Appendix 1 – CON433 University of Galway Contract Terms and Conditions
- Appendix 2 - CON433 Tender Response Document (TRD) – Qualification Criteria Section all Lots
- Appendix 2A - CON433 Tender Response Document (TRD) – Award Criteria Lot 1
- Appendix 2B - CON433 Tender Response Document (TRD) – Award Criteria Lot 2
- Appendix 3A – CON433 Pricing Schedule Lot 1
- Appendix 3B – CON433 Pricing Schedule Lot 2

These document and any other associated documents and format must be used by tenderers. All documents relevant to a tender submission must be uploaded on eTenders as a Zip file in order to protect the integrity of file names.

1 Scope of Requirements under the Framework Agreement

1.1 Scope of Requirements under the Frameworks

It is intended that the framework will be used for all of University of Galway Audio Visual recording, streaming and media production requirements of special events hosted in (or by) the University arising during the life of the frameworks.

The Contracting Authority proposes to engage in a competitive process for the establishment of a Multi-Party Framework Agreement with two (2) Lots, which will be used to meet our requirements.

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.

The framework agreement will be established on foot of this tender competition. The Framework will be established with 2 Lots, as described hereunder. Tenderers may apply for a single Lot or for both Lots. Tenderers may be admitted to the framework for one Lot or for both Lots.

1.2 Technical Specification

1.2.1 Lot 1 - Specialist Technical Support for the audio-visual, recording, streaming and media production requirements for Corporate Public Proceedings (Physical and hybrid (physical and virtual))

Lot 1: Overview of Requirements – Corporate Events	
An event is deemed to be of a Corporate nature if it meets any of the following criteria:	A conference organised by a school/college within the University.
	A conference organised by an entity outside of the University.
	Large-scale student recruitment and orientation events.
	Public engagement events, such as public lectures.
	Video recording and/or live streaming (single camera) of one of the above type of events.
Event Examples	School/College Conferences; Open Day Talks; Academic Lectures, Workshops; University of Galway student or society related event; University of Galway Orientation events, public lectures on campus; Events organised by the University's Commercial Services Office Events organised by the University's Development / Engagement Directorate

Requirements include:

- Audio Visual Technical Support of:
 - Wired microphones
 - Wireless microphones
 - Conference microphones
 - Video Presentation + Audio
 - Desktop Video Conferencing (Single Camera)
 - Webinars (Single Camera)
- Recording
 - Video
 - Presentation
 - Audio
 - 360 Degree
 - Associated Recording lighting
- Live streaming (Single Camera)
 - YouTube, Vimeo etc.
 - Facebook Live - Livestream etc.
- Media post-production
- Online only Events
- Capture of online audience participation for events
- Basic close captioning/subtitles
- Portable assistive hearing system
- Where Tenderers are required to provide equipment to deliver any part of the service, the equipment supplied must be energy efficient and tenderers will be required to provide the relevant energy ratings of equipment.
- Compliance with S.I. No. 636 of 2023, EUROPEAN UNION (ACCESSIBILITY REQUIREMENTS OF PRODUCTS AND SERVICES) REGULATIONS 2023

Tenderers must be able to demonstrate compliance with relevant sections the above regulations, in particular to Part 3 and Part 4, 4 (b) (i) and (ii). Tenderers should note that other relevant sections may also apply.

Appendix A contains an extract of parts 3 and 4 and includes a link to S.I. No. 636 of 2025
The service is to be provided to independent clients within or external to the University for the duration of the contract

1.2.2 Service Delivery (Lot 1)

Tenderers must demonstrate their understanding and ability to meet the University requirements, and must address the following at a minimum:

- a) Compliance always with all appropriate legislation, professional standards, protocols, and university health and safety regulations.
- b) Submit sample specifications in writing for all services in the above list. It is up to each tenderer to decide which solution best suits the requirements for each.
- c) Submit a sample work plan to demonstrate how the tenderer will manage the service delivery for a university event. The work plan must include all stages of the process from the initial enquiry, the booking and planning stage, as well as demonstrating setup, testing, main event, and contingency planning necessary for the technical support of a large public

- event (2 Keynote speakers, Audio Visual Technical Support, and Live streaming).
Demonstration of Quality of Service will also be assessed based on the submitted workplan.
- d) Submit a list of their own equipment that will enhance any of the services outlined above, e.g., laptops, portable public address systems, Audio Visual cables, confidence monitors, wireless audio/video etc.
 - e) Should equipment need to be borrowed from the University of Galway, it must be collected in advance from the Audio-Visual Office. Equipment collection is available at 11:00 a.m. and 3:00 p.m., Monday through Friday. The service requirements of this Framework may be required at any of University of Galway locations listed in 1.4 of this Request for Tender. Tenderers must confirm their ability and explain how they will meet the University's requirements in this regard.
 - f) While lighting is not included within the scope of this contract and, where provided by the Contractor, shall remain the Contractor's responsibility.
 - a. Before bringing any lighting equipment onto campus, the Contractor must ensure compliance with all relevant University policies, procedures and safety requirements. The Contractor shall be responsible for the installation, operation and removal of such lighting equipment, including its safe operation and any connection or interface with existing lighting trusses or infrastructure.
 - b. The Contractor shall take reasonable care to ensure that all existing University trusses, fixings and associated infrastructure are left in a safe and secure condition following use and shall provide evidence of this where reasonably requested by the University.
 - g) It is essential that the Tenderers and their respective team members adhere to business professional type dress code for all events. (Denim clothing will not be deemed acceptable.) Please confirm that this dress code will be adhered to for all events
 - h) It is essential that the Tenderers and their respective team members comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information and shall comply with a Confidentiality Agreement issued by the Contracting Authority to the Contractor.
 - i) "Confidential Information" means (a) all the information in particular Personal Data(as defined in the General Data Protection Regulation 2016) of Individuals provided to the Audio-Visual Service Provider as part of the Audio-Visual Service Provider carrying out its duties and the Services for the University of Galway; (b) all and any discussions and/or documentation and/or notes and/or presentations shared at meetings; (c) any other data or information designated by the University of Galway to be confidential or relating to Services or any research, activities or business of the University of Galway; and (d) information regarding the existence or progress of any negotiations or agreement between the Parties and/or the University of Galway and third parties relating to the Services; all being in the field of, or relating to, the Services or University of Galway's requirements, or otherwise contemplated by this Agreement.
 - j) "Services" means all and any services to be carried out under UNIVERSITYOFGALWAY/CON433/2025 relating to the provision of Goods and Services pursuant to the provision of Specialist Technical Support for the audio-visual, recording, streaming and media production requirements for Corporate Public Proceedings (Physical and hybrid (physical and virtual))
 - k) The University is eager to promote inclusive practices for accessibility services at campus events. In the context of universal access, services such as sign-language interpreting and sub-titling may be required for some events. Tenderers must confirm their ability to incorporate accessibility service providers if required.

1.2.3 Technical Support for Online Only Type Events (Lot 1)

Tenderers must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Online only type events, which would include the following elements

- a) Provide and manage a digital platform solution to host virtual events to include an event page where delegates can view the content (content will be provided).
- b) Provide a digital platform solution that allows for both plenary and breakout sessions and provide and manage a live stream facility.
- c) Facilitate and manage a range of potential production outcomes, including a mix of live and prerecorded content.
- d) Provide an option to pre-record some or all of the contributions and to manage the subsequent streaming during the production.
- e) Provide support to moderate inputs from attendees and panellists during the events and at each breakout session at this virtual event.
- f) Provide audio visual, technical, live stream and broadcast production equipment for this virtual event, to include the option of live on-screen subtitles that complement graphics.
- g) Provide audio visual, technical, live stream and broadcast production support for the set-up, operation and de-rig of the equipment for events to include comprehensive testing.
- h) Deliver a post-event recording of all of sessions to University of Galway, including edited HD content for subsequent use.

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Lot 2 - Specialist Technical Support for the audio-visual, recording, streaming, and media production requirements for High Profile Public Proceedings (Physical and hybrid (physical and virtual))

Please note that Lot 2 is intended for events that are deemed to be of a high-profile nature where extra setup and test time will be required together with significant contingency planning.

Lot 2 will include all the services details contained in Lot 1 with the **additional** service requirement of Live media production of Physical and Hybrid (physical and virtual) type events.

Lot 2 Overview of Requirements – High Profile Events	
<p>An event is deemed to be of a High-Profile nature if it meets any of the following criteria:</p>	<p>Attracts significant public attention for the University through effective coverage in either local, national, or international media.</p> <p>A public/staff address by the President, Deputy President, or a Vice President of the University.</p> <p>A high-profile visit, awards ceremony or launch of a new research centre, building or strategy.</p> <p>Requires the service of Live media production (a live broadcast event with multiple cameras, including multiple remote participants).</p>

Event Examples	University of Galway Conferring and Honorary Conferring ceremonies; A visit of a Government or foreign dignitary to the University; The opening of a new centre or building within the University; All-Staff meeting including a Webinar; Press conferences and media events; University of Galway Alumni Awards Ball
<p>Requirements include:</p> <ul style="list-style-type: none"> • Audio Visual Technical Support of: <ul style="list-style-type: none"> - Wired microphones - Wireless microphones - Conference microphones - Video Presentation + Audio - Desktop Video Conferencing (Multiple Camera) - Webinars (Multiple Camera) • Recording <ul style="list-style-type: none"> - Video (Multiple Camera) - Presentation - Audio - 360 Degree Video - Associated Recording lighting - Green Screen recording - Live Video Mixing • Live streaming (Multiple Camera) <ul style="list-style-type: none"> - YouTube - Facebook Live - Livestream etc. • Media post-production • Online only Events • Capture of online audience participation for events • Live media production of Physical and hybrid (physical and virtual) type events • Encoding/transmission, and broadcast of live events of wide-ranging scale, which includes capturing video from multiple cameras and other video sources including several remote participants. • Where Tenderers are required to provide equipment to deliver any part of the service, the equipment supplied must be energy efficient and tenderers will be required to provide the relevant energy ratings of equipment. • Compliance with S.I. No. 636 of 2023, EUROPEAN UNION (ACCESSIBILITY REQUIREMENTS OF PRODUCTS AND SERVICES) REGULATIONS 2023 <p>Tenderers must be able to demonstrate compliance with relevant sections the above regulations, in particular to Part 3 and Part 4, 4 (b)(i) and (ii). Tenderers should note that other relevant sections may also apply.</p> <p>Appendix A contains an extract of parts 3 and 4 and includes a link to S.I. No. 636 of 2025</p>	

The service requirements for Lot 2 are to be provided to the President's Office, Conferring Office and/or Marketing & Communications at University of Galway, however, may also be required by independent clients within the University for the duration of the framework.

Please note that Lot 2 is intended for events that are deemed to be of a high-profile nature where extra setup and test time will be required together with significant contingency planning.

Lot 2 will include all the services details contained in Lot 1 with the additional service requirement of Live Media production.

1.2.5 Service Delivery (Lot 2)

Tenderers must demonstrate their understanding and ability to meet the University requirements, and must address the following at a minimum:

- a) Compliance always with all appropriate legislation, professional standards, protocols, and university health and safety regulations
- b) Submit sample specifications in writing for all services in the above list. It is up to each tenderer to decide which solution best suits the requirements for each.
- c) Submit a sample work to demonstrate how the tenderer will manage the service delivery for a University event must include all stages of the process from the initial enquiry, the booking and planning stage, as well as demonstrating that demonstrates setup, testing, main event, and contingency planning necessary for the technical support of a large public event (5 Keynote speakers, Audio Visual Technical Support, and Live media production with 2 camera feeds). Demonstration of Quality of Service will also be assessed based on the submitted workplan.
- d) Submit a list of their own equipment that will enhance any of the services outlined above, e.g., laptops, portable public address systems, Video displays, Audio Visual cables, confidence monitors, wireless audio/video etc.
- e) Should equipment need to be borrowed from the University of Galway, it must be collected in advance from the Audio-Visual Office. Equipment collection is available at 11:00 a.m. and 3:00 p.m., Monday through Friday. The service requirements of this Framework may be required at any of University of Galway locations listed in 1.4 of this Request for Tender. Tenderers must confirm their ability and explain how they will meet the University's requirements in this regard.
- f) While lighting is not included within the scope of this contract and, where provided by the Contractor, shall remain the Contractor's responsibility.
 - a. Before bringing any lighting equipment onto campus, the Contractor must ensure compliance with all relevant University policies, procedures and safety requirements. The Contractor shall be responsible for the installation, operation and removal of such lighting equipment, including its safe operation and any connection or interface with existing lighting trusses or infrastructure.
 - b. The Contractor shall take reasonable care to ensure that all existing University trusses, fixings and associated infrastructure are left in a safe and secure condition following use and shall provide evidence of this where reasonably requested by the University.
- g) It is essential that the Tenderers and their respective team members adhere to business professional type dress code for all events. (Denim clothing will not be deemed acceptable.) Please indicate that this dress code will be adhered to for all events.
- h) It is essential that the Tenderers and their respective team members comply with all reasonable directions of the Contracting Authority with regard to the use and application of

all and any of its Confidential Information and shall comply with a Confidentiality Agreement issued by the Contracting Authority to the Contractor.

- i) "Confidential Information" means (a) all the information in particular Personal Data (as defined in the General Data Protection Regulation 2016) of Individuals provided to the Audio-Visual Service Provider as part of the Audio-Visual Service Provider carrying out its duties and the Services for the University of Galway; (b) all and any discussions and/or documentation and/or notes and/or presentations shared at meetings; (c) any other data or information designated by the University of Galway to be confidential or relating to Services or any research, activities or business of the University of Galway; and (d) information regarding the existence or progress of any negotiations or agreement between the Parties and/or the University of Galway and third parties relating to the Services; all being in the field of, or relating to, the Services or University of Galway's requirements, or otherwise contemplated by this Agreement.
- j) "Services" means all and any services to be carried out under UNIVERSITY OF GALWAY/CON433/2025 relating to the provision of Goods and Services pursuant to the provision of Specialist Technical Support for the audio-visual, recording, streaming and media production requirements for Corporate Public Proceedings (Physical and hybrid (physical and virtual)).
- k) The University is eager to promote inclusive practices for accessibility services at campus events. In the context of universal access, services such as sign-language interpreting and sub-titling may be required for some events. Tenderers must confirm their ability to incorporate accessibility service providers if required.

1.2.6 Technical Support for Online Only Type Events (Lot 2)

Tenderers must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Online only type events, which would include the following elements

- a) Provide and manage a digital platform solution to host virtual events to include an event page where delegates can view the content (content will be provided).
- b) Provide a digital platform solution that allows for both plenary and breakout sessions and provide and manage a live stream facility.
- c) Facilitate and manage for a range of potential production outcomes, including a mix of live and prerecorded content.
- d) Provide an option to pre-record some or all of the contributions and to manage the subsequent streaming during the production.
- e) Provide support to moderate inputs from attendees and panellists during the events and at each breakout session at this virtual event.
- f) Provide audio visual, technical, live stream and broadcast production equipment for this virtual event, to include the option of live on-screen subtitles that complement graphics.
- g) Provide audio visual, technical, live stream and broadcast production support for the set-up, operation and de-rig of the equipment for events to include comprehensive testing.
- h) Deliver a post-event recording of all of sessions to University of Galway, including edited HD content for subsequent use.

1.2.7 Technical Support for Hybrid Type Events (physical and virtual) (Lot 2)

Tenderers must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Hybrid type events (physical and virtual), which would include the following elements

- a) Manage a digital platform solution to host a hybrid event to include an event page where delegates can view the content locally and online (content will be provided).

- b) Facilitate and manage for a range of potential production outcomes, including a mix of live, remote, and pre-recorded content.
- c) Provide an option to pre-record some or all the contributions and to manage the subsequent streaming during the production.
- d) Provide support to moderate inputs from attendees and panellists during the event.
- e) Provide audio visual, technical, live stream and broadcast production equipment for this event, to include the option of live on-screen subtitles that complement graphics.
- f) Provide audio visual, technical, live stream and broadcast production support for the set-up, operation, and de-rig of the equipment for events to include comprehensive testing.
- g) Deliver a post-event recording of all of sessions to University of Galway, including edited HD content for subsequent use.

1.3 Sustainability

As a university community, University of Galway are deeply committed to sustainability, having identified sustainability as one of its four core values. University of Galway's Sustainability Strategy sets out the University's vision and commitment to lead the implementation of sustainability across the campus and beyond. For more information, please visit <https://www.universityofgalway.ie/sustainability/strategy/>.

Framework Members will be required to deliver the supplies and/or services hereunder in a sustainable manner, having regard to national and EU legislation, in addition to best practice in the relevant field.

1.4 Delivery / Service Locations

It should be noted that additional contracts awarded under the Framework may require to be delivered to any University of Galway location(s).

University of Galway locations include academic departments, schools, administrative and service offices, and University research institutes, centres, and units, both on- and off-campus. University departments located in Galway city such as Nuns Island, Newcastle Road, Westside, and Dangan are considered part of the main campus. The Contracting Authority's Disciplines and strategic partner's campuses include, but are not limited to:

- University of Galway Campus, Galway City
- Acadamh na hOllscolaíochta, Gaeilge, Doirí Beaga, Co. Donegal
- Acadamh na hOllscolaíochta, Gaeilge, Roisín na Mainiach, Carna, Co. Galway
- Acadamh na hOllscolaíochta, Gaeilge, Carraroe, Co. Galway
- ECI, Carron, Co. Clare
- MRI, Carna, Co. Galway
- MRI, Finavarra, Co. Clare
- Medical Academies in Sligo, Letterkenny, Castlebar & Portiuncula
- Shannon College of Hotel Management, Shannon Airport, Co. Clare
- Irish Centre for High End Computing (ICHEC), Trinity Technology Campus, Dublin 2
- Any other location within the Republic of Ireland that becomes part of University of Galway during the life of the Framework

For the avoidance of doubt, this Framework is also being created for use by University of Galway subsidiaries, at their own discretion, where they have no alternative arrangements in place.

1.5 Packaging, Carriage and Insurance

The Charges tendered for the Supplies and Services must be inclusive of any costs of standard packaging, carriage and insurance, which shall be arranged by the Contractor (Tenderer).

The AV Contractor shall be solely responsible for any equipment, including lighting equipment, brought onto University premises, Contractor owned or hired, for the purpose of delivering the services procured under CON433. The University accepts no liability for any loss of, or damage to, such equipment, whether occurring during the performance of the Services, in transit, or whilst the equipment remains at any time on University premises. overnight or at any other time. The Contractor must ensure that appropriate insurance cover is in place to safeguard its equipment accordingly.

The Tenderer will be solely responsible for compliance with all laws relating to the labelling, packaging, carriage and insurance associated with such carriage of the Supplies and Services until delivery and for ensuring that such labelling, packaging and carriage, insurance and delivery are made in accordance with best current industry practice and all applicable legal requirements and meet with all relevant government and local authority requirements and as may be set out in the specifications forming part of the Agreement. For the avoidance of doubt, the Contractor shall be obliged to procure that all third-party carriers and other Contractors engaged by it shall comply with the foregoing.

1.6 Use of One Advanced eMarketplace Portal

In relation to contracts for the supply of goods involving recurring spends of high volume and low value, University of Galway will use an electronic marketplace. The Advanced Marketplace portal and Unit's 4 ERP Finance system (formerly known as Agresso) are used to collate basket orders and generate requisitions with contracted suppliers. Suppliers use both static product/price catalogues, and direct punchout to their own portals to process purchase requisitions using Advanced Marketplace.

Suppliers' queries on the operation of the Marketplace should be emailed to the operator of the platform at sw.supplier.queries@oneadvanced.com.

1.7 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 services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Manage the contract to ensure all parties are fully briefed at all times.
- Be fully available and contactable during operational hours to Contracting Authority staff.
- Meet as and when required to review the relationship and examine performance;
- Deal effectively with disputes, complaints, queries or concerns that cannot be immediately adequately resolved including management of an escalation process for unresolved issues impacting on their obligations.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide details of contract management reports proposed including content, financial payment, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings over the life of the framework agreement.

Tenderers should provide details of the Contract Manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined above in addition to proposals for management of complaints including escalation procedures and protocols.

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

1.7.1 Operation of a Service Level Agreement

A Service Level Agreement with agreed Key Performance Indicators will be the process for measuring performance.

The precise KPIs for performance monitoring will be agreed with the Framework Members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Tenderers are required to provide a proposed draft Service Level Agreement (SLA) to the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the contract.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Risk Management
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

2 Features of the Framework

2.1 Type of Framework Agreements

This competitive process relates to the establishment of a multi-party framework agreement with two (2) Lots. 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.

2.2 Numbers admitted to the Framework Agreements

The framework agreements will be established as a multi-party framework agreement for each Lot with a maximum of [three] [3] of members in each Lot, subject to that number meeting the minimum criteria and rules.

Admission to the frameworks will be conditional upon acceptance of the Contracting Authority's Contract Terms and Conditions (Appendix 1). Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

Interested parties may apply for one or both Lots and may be awarded one or both Lots, if successful in both Lots.

2.3 Duration of the Framework Agreements

The framework agreements will be for a maximum period of seven (7) years with the option to extend for a further 12 months. However, the Contracting Authority reserves the right to collapse/terminate the framework should the circumstances arise by giving one month's notice. 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.

2.3.1 Justification for duration longer than standard 4 years

Due to the financial commitment and strategic importance of the required service, which will become embedded in the organisation structure.

2.4 Estimated Value for the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €1,000,000 to €2,750,000 (ex. VAT) over the lifetime of the agreement, including all allowable extensions.

The estimated total value of purchases pursuant to the framework agreement for Lot 1 is in the region of €500,000 to €1,000,000 ex VAT.

The estimated total value of purchases pursuant to the framework agreement for Lot 2 in the region of €1,000,000 to €1,750,000 ex VAT.

It is emphasized, however, that the above figures are provided strictly for indicative purposes only, as there is no guaranteed expenditure under the framework agreement for Lot 1 or Lot 2.

2.5 Awarding Contracts under the Framework Agreement

Contracts may be awarded as follows:

2.5.1 Supplementary Request for Tender (SRFT) / Mini-Competition

Through invitation to a mini competition of all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

It is anticipated that mini competitions will operate for the following types of contracts:

Lot 1	Specialist Technical Support for the audio-visual, recording, streaming and media production requirements for Corporate Public Proceedings (Physical and Virtual Events)	For all contracts valued > €5,000: By way of mini competition, a SRFT will be sought from all service providers on this Lot.
Lot 2	Specialist Technical Support for the audio-visual, recording, streaming, and media production requirements for High Profile Public Proceedings (Physical and Virtual Events)	For contracts valued > €5,000: By way of mini competition, a SRFT will be sought from all service providers on this Lot

2.5.2 Cascade Method

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability, etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that the cascade method will only be used in the following circumstances:

Lot 1	Specialist Technical Support for the audio-visual, recording, streaming and media production requirements for Corporate Public Proceedings (Physical and Virtual Events)	For contracts valued < €5,000: Through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement.
Lot 2	Specialist Technical Support for the audio-visual, recording, streaming, and media production requirements for High Profile Public Proceedings (Physical and Virtual Events)	For contracts valued < €5,000: Through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply a relegation process and relegate the first ranked framework member to the last ranked position on the cascade list for poor performance.

2.6 Right to tender outside of the Framework Agreement

Admission to a framework does not guarantee the award of any contract to any Framework Member, nor does it give the member the right to be consulted in respect of any contract. 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, via either an individual tender process or use of another centrally establishment framework agreement.

2.7 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting

Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract / framework award procedure at its sole discretion.

2.8 Compliance with the Terms and Conditions of the Contract

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Contract Terms and Conditions as appended at the relevant Appendix. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission in the Tender Response Document. These terms will govern the framework and all contracts awarded thereunder.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers of this document.

3 Evaluation Process

3.1 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 financial and technical capacity will be entitled to further consideration. In order to demonstrate a tenderer's capacity, tenderers are required to provide the information as summarised below, and as set out in detail in the Appendix 2 CON433 Tender Response Document Qualification Criteria Section All Lots. Tenderers are required to provide the minimum information requested, even where they opt to use the European Single Procurement Document.

3.2 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 3.4* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

3.3 Relying on the standing of other Entities

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

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.

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.

If the tender is from a grouping, i.e. a consortium/joint venture (temporary or otherwise) or involves participation of sub-contractors, tenderers must ensure that the involvement of all parties is clearly identified. Where other parties are being relied on to meet the selection criteria e.g. turnover, previous experience, personnel/skills, etc and/or to deliver elements of the requirements, this must be clearly highlighted, and appropriate evidence provided. 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 members. The Contracting Authority will not act as an arbitrator between members of a tender grouping.

3.4 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information and make declarations in the Tender Response Document on the following:

- General Information
- Declarations
 - o Art. 57 Declaration
 - o Statutory Obligations Declarations
 - o Article 5K Declaration - EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine
 - o General Data Protection Regulations
- Financial and Economic Standing:
 - o Tax compliance
 - o Financial capacity
 - o Insurance

The criteria and rules outlined in respect of the above in the Tender Response Document are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Where evidence of any information self-declared is required, this must be provided promptly on request and no later than 5 working days from the request. Failure to comply with the requirements will result in the tender being considered inadmissible no longer suitable for consideration.

3.5 Technical Capacity Requirements

Tenderers are required to provide information in the Tender Response Document on the following:

- Previous Experience – **Applicable (2.5)**
- Personnel and Skills – **Applicable (2.6)**
- Technical Equipment and Resources available – **Not Applicable**
- Quality Assurance Management System – **Applicable (2.7)**
- Health & Safety Management System – **Applicable (2.8)**
- Business Continuity Management – **Not Applicable**
- Environmental Management System – **Not Applicable**
- Hosting Solutions – **Not Applicable**
- Professional Membership – **Not Applicable**

The criteria and rules outlined in respect of the above in the Tender Response Document are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible. Where evidence of any information self-declared is required, this must be provided promptly on request and no later than 5 working days from the request. Failure to comply with the requirements will result in the tender being considered inadmissible no longer suitable for consideration.

3.6 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 agreement will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please note that for this multi-party framework, for any Supplementary Request for Tender, the precise award criteria which will apply will be notified with the invitation to submit a supplementary tender – they may comprise some or all of the criteria stated below with the right to add additional criteria specific to the nature of the contract to be awarded.

3.6.1 Award Criteria for Lot 1

AWARD CRITERIA LOT 1			
Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
		25%	2,500
Title	DEMONSTRATED UNDERSTANDING AND METHODOLOGY FOR DELIVERY OF THE SCOPE OF SERVICES		
Description	<p>Tenderers must demonstrate their ability to meet the requirement specifications as set out as the University of Galway Requirements Section 1 (and subsections thereof) of this Request for Tender for Lot 1. This must address:</p> <ul style="list-style-type: none"> • Compliance always with all appropriate legislation, professional standards, protocols, and university health and safety regulations. Tenderers must specifically address their methodology for compliance with S.I. 636 of 2025 as specified in section 1.2. • Submit sample specifications in writing for all services in the above list. It is up to each tenderer to decide which solution best suits the requirements for each. • Submit a sample work plan that demonstrates setup, testing, main event, and contingency planning necessary for the technical support of a large public event (5 Keynote speakers, Audio Visual Technical Support, and Live media production with 2 camera feeds). Demonstration of Quality of Service will also be assessed based on the submitted workplan. • Submit a list of their own equipment that will enhance any of the services outlined above, e.g., laptops, portable public address systems, Video displays, Audio Visual cables, confidence monitors, wireless audio/video etc. • Tenderers must confirm their ability and explain how they will meet the University's requirements for delivery of the services to any University of Galway location specified in 1.4 • Please confirm and provide details of the business professional type dress code that will be adhered to for all events. • Tenderers must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Online only type events as specified in 1.2.3 		

	<ul style="list-style-type: none"> The University is eager to promote inclusive practices for accessibility services at campus events. In the context of universal access, services such as sign-language interpreting and sub-titling may be required for some events. Please confirm your ability to incorporate accessibility service providers.
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Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	QUALITY OF TECHNICAL TEAM PROPOSED AND ACCOUNT MANAGEMENT		
Description	<p>a) Technical Team: Tenderers will be required to demonstrate the quality of the technical team proposed for the Framework. Responses must include the relevant skills and specific experience/product specialists of each team member in a clear CV-type format.</p> <p>b) Account Management Tenderers are required to provide a comprehensive response detailing how you propose to manage the client relationship, assuring a proactive response service including</p> <ul style="list-style-type: none"> Identification of the proposed contract management team – including CVs, so that their qualifications/experience can be assessed Details of escalation procedures in the case of performance issues and/or complaints, and their proposed escalation process in the event of facing an unresolved dispute relating to the performance of the obligations under the agreement 		

Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	RISK ASSESSMENT		
Description	<p>Tenderers will be assessed on how effectively they can demonstrate a practical and well-considered approach to risk assessment ahead of an event. The evaluation will focus on the clarity of their processes, the tools they use, and the expertise of their team in managing both business continuity and health and safety requirements.</p> <p>1. Business Continuity Tenderers should describe how they identify and manage risks that could affect the smooth running of an event. This may include consideration of key dependencies, backup equipment, contingency plans, technical resilience, and how communication would be handled in the event of a fault or failure. Scoring will consider the strength of the proposed approach, the realism of the mitigation measures, and any examples that demonstrate the bidder's ability to maintain continuity under pressure.</p> <p>2. Health and Safety Tenderers are expected to set out their health and safety risk-</p>		

	<p>assessment practices, covering site reviews, installation methods, safe working procedures, and the measures in place to protect technical staff and attendees. Relevant policies, qualifications, and preventative measures will be reviewed as part of the scoring.</p> <p>Higher marks will be given to bids that provide clear, credible, and event-specific evidence of integrated risk-management planning suitable for a high-profile AV environment.</p>
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Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	500
Title	ENVIRONMENTAL PROPOSALS		
Description	<p>Tenderers must outline their proposals for integrating environmental solutions into the service. Proposals must be pertinent to the subject matter, and verifiable. Environmental proposals may relate but are not limited to: reduction in printed materials, energy consumption and energy efficient equipment where provided/applicable, waste management, travelling/in person meetings reduction.</p> <p>For each proposal, please outline roles and responsibilities and provide a methodology for monitoring and reporting to the contracting authority. Marks will be awarded based on the scope, level of detail and verifiability of the proposals. Any proposal accepted by the Contracting Authority will form part of the terms and conditions of the contract with the successful tenderer.</p> <p>This criterion will be evaluated on the totality of the response, and no sub-criteria are used.</p>		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3,000	n/a
Title	ULTIMATE COST		
Description	<p>Assessment will be on the basis of the Pricing Schedule for Lot 1 which comprises</p> <ul style="list-style-type: none"> • Capped Rates proposed for supporting the Notional Event • Capped Rates for providing AV equipment to support events <p>The quoted rates will be the maximum rates applicable for the first 24 months of the Framework agreement and must not be exceeded. Any increases sought for the remaining duration of the Framework will be capped at CPI rates.</p>		

3.6.2 Award Criteria for Lot 2

AWARD CRITERIA LOT 2			
Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	25%	2,500	1,250
Title	DEMONSTRATED UNDERSTANDING AND METHODOLOGY FOR DELIVERY OF THE SCOPE OF SERVICES		
Description	<p>Tenderers must demonstrate their ability to meet the requirement specifications as set out as the University of Galway Requirements Section 1 (and subsections thereof) of this Request for Tender for Lot 2. This must address:</p> <ul style="list-style-type: none"> • Compliance always with all appropriate legislation, professional standards, protocols, and university health and safety regulations. Tenderers must specifically address their ability and methodology for compliance with S.I. 636 of 2025 as specified in section 1.2. • Submit sample specifications in writing for all services in the above list. It is up to each tenderer to decide which solution best suits the requirements for each. • Submit a sample work plan that demonstrates setup, testing, main event, and contingency planning necessary for the technical support of a large public event (5 Keynote speakers, Audio Visual Technical Support, and Live media production with 2 camera feeds). Demonstration of Quality of Service will also be assessed based on the submitted workplan. • Submit a list of their own equipment that will enhance any of the services outlined above, e.g., laptops, portable public address systems, Video displays, Audio Visual cables, confidence monitors, wireless audio/video etc. • Tenderers must confirm their ability and explain how they will meet the University's requirements for delivery of the services to any University of Galway location specified in 1.4. • Please confirm and provide details of the business professional type dress code that will be adhered to for all events. • Tenderers must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Online only type events as specified in 1.2.6. • Tenders must include their methodology, supported by relevant examples, to demonstrate their ability to provide media production of Hybrid type events (physical and virtual) as specified in 1.2.7. • The University is eager to promote inclusive practices for accessibility services at campus events. In the context of universal access, services such as sign-language interpreting and sub-titling may be required for some events. Tenderers must confirm their ability to incorporate accessibility service providers as required. 		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000

Title	QUALITY OF TECHNICAL TEAM PROPOSED AND ACCOUNT MANAGEMENT		
Description	<p>a) Technical Team: Tenderers will be required to demonstrate the quality of the technical team proposed for the Framework. Responses must include the relevant skills and specific experience/product specialists of each team member in a clear, CV-type format.</p> <p>b) Account Management: Tenderers are required to provide a comprehensive response detailing how you propose to manage the client relationship, assuring a proactive response service including</p> <ul style="list-style-type: none"> • Identification of the proposed contract management team – including CVs, so that their qualifications/experience can be assessed • Details of escalation procedures in the case of performance issues and/or complaints, and their proposed escalation process in the event of facing an unresolved dispute relating to the performance of the obligations under the agreement 		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	RISK ASSESSMENT		
Description	<p>Tenderers will be assessed on how effectively they can demonstrate a practical and well-considered approach to risk assessment ahead of an event. The evaluation will focus on the clarity of their processes, the tools they use, and the expertise of their team in managing both business continuity and health and safety requirements.</p> <p>1. Business Continuity Tenderers should describe how they identify and manage risks that could affect the smooth running of an event. This may include consideration of key dependencies, backup equipment, contingency plans, technical resilience, and how communication would be handled in the event of a fault or failure. Scoring will consider the strength of the proposed approach, the realism of the mitigation measures, and any examples that demonstrate the bidder's ability to maintain continuity under pressure.</p> <p>2. Health and Safety Tenderers are expected to set out their health and safety risk-assessment practices, covering site reviews, installation methods, safe working procedures, and the measures in place to protect technical staff and attendees. Relevant policies, qualifications, and preventative measures will be reviewed as part of the scoring. Higher marks will be given to bids that provide clear, credible, and event-specific evidence of integrated risk-management planning suitable for a high-profile AV environment.</p>		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	5%	500	250

Title	ENVIRONMENTAL PROPOSALS		
Description	<p>Tenderers must outline their proposals for integrating environmental solutions into the service. Proposals must be pertinent to the subject matter, and verifiable. Environmental proposals may relate, but are not limited, to: reduction in printed materials, energy consumption and energy efficient equipment where provided/applicable, waste management, travelling/in person meetings reduction.</p> <p>For each proposal, please outline roles and responsibilities and provide a methodology for monitoring and reporting to the contracting authority. Marks will be awarded based on the scope, level of detail and verifiability of the proposals. Any proposal accepted by the Contracting Authority will form part of the terms and conditions of the contract with the successful tenderer.</p> <p>This criterion will be evaluated on the totality of the response, and no sub-criteria are used.</p>		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3,000	n/a
Title	ULTIMATE COST		
Description	<p>Assessment will be on the basis of the Pricing Schedule for Lot 2 which comprises</p> <ul style="list-style-type: none"> • Capped Rates proposed for supporting the Notional Event • Capped Rates for providing AV equipment to support events <p>The quoted rates will be the maximum rates applicable for the first 24 months of the Framework agreement and must not be exceeded. Any increases sought for the remaining duration of the Framework will be capped at CPI rates.</p>		

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above and follow all Instructions in the Tender Response Document relating to each Award Criterion. This will enable the Contracting Authority to assess fully the extent of their offers.

3.7 Scoring System for Qualitative Criteria

Each individual qualitative criterion will be scored using the following system; where a minimum score is applied.

Category	Description	Score Range
Excellent	Satisfies expectations with significant extra business benefits. No reservations about proposal in this area. Services/solutions offered or exceed all requirements with significant benefits for the end user/purchaser (at no additional cost)	90 – 100%
Very Good	Satisfies expectations with some extra benefits. Workable solution offering benefits beyond the stated requirement (at no additional cost)	70 – 89%
Good	Satisfies expectations - Meets the requirement but does not exceed it.	50 – 69%

Poor	A response which demonstrates that some of the required characteristics of the question are met but lacks satisfactory detail and there is a risk that the Tenderer may not have the relevant capacity to deliver the required services to a satisfactory standard. The response is unacceptable and considered ineligible from further consideration and the tender will be eliminated from the competition	1 - 49%
No Response	No response received and the tender will be eliminated from the competition	0

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

Tenders that do not meet the Minimum Marks (50% Acceptable Scoring) under one or more relevant qualitative award criterion will not proceed to evaluation against other qualitative criteria or ultimate cost and will be disqualified from further consideration and deemed inadmissible.

3.7.1 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
Maximum Points available for Cost	B
Cost for the tender being evaluated	C
Formula employed	$A \times B$ C

3.7.2 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

3.7.3 Verification Meeting

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework 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.

3.7.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering 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 based on it being considered abnormally low.

3.7.5 Right to Confirm Suitability

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 establishment of the framework and the award of any contract under the framework agreement.

4 Instructions for Tenderers

4.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

4.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. 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 enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform.

Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

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.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

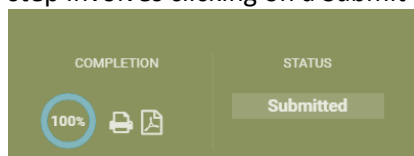
4.2.1 Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. 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

4.2.2 Submitting your Response

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



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, you have not complied with formal submission requirements, and **YOU HAVE NOT** submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names and include your company name in the title of each document.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

4.3 Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender.

Please submit queries as soon as possible.

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.

4.4 Extension of the Tender Deadline

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.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

4.5 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of 12 months is required, this period commencing on the closing date by which the tenders are to be returned.

4.6 Discrepancies between Documents

A PDF version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a PDF version and a word version, the PDF version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

4.7 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

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. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing will result in tenders being eliminated.

4.8 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 party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

4.9 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

4.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. 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 verification meetings with the Contracting Authority.

4.11 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. In general, the following approach will be applied to 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.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

4.12 Change in the composition of a Tender

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

4.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

4.14 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. 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.

4.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, 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 email, 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.

4.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider. The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

4.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate(s); the applicable standstill period (for EU tenders only); scores of the tenderer being notified and that of the lowest scoring successful framework member and the features and characteristics of the lowest scoring successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers (‘standstill period’).

4.18 Award Notices

Following the award of contract, an award notice will be dispatched to eTenders and the Official Journal of the European Union (for EU tenders only) announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority 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.

4.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

4.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

4.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent". These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.

4.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

4.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

4.24 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

No payment will be processed without the inclusion of a Purchase Order Number, which must be obtained in advance of work commencement.

4.25 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. Also, it is a requirement of the Contracting authority that tenderers are compliant with the Official Languages Acts (2003 & 2021).

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.

4.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

4.27 Accessibility / 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.

4.28 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 (0) 67 63400).

4.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

4.30 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

4.31 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 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.

4.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.

5 APPENDIX A

S.I. No. 636 of 2023, EUROPEAN UNION (ACCESSIBILITY REQUIREMENTS OF PRODUCTS AND SERVICES) REGULATIONS 2023.

Below is an extract of part 3 and part 4 from S.I. No. 636 of 2023.

Tenderers should note that other relevant sections may also apply. Below is the link to the full S.I.

[S.I. No. 636/2023 - European Union \(Accessibility Requirements of Products and Services\) Regulations 2023](#)

Part 3

General accessibility requirements related to all services covered by these Regulations in accordance with Regulation 3(2)

The provision of services in order to maximise their foreseeable use by persons with disabilities, shall be achieved by –

(a) ensuring the accessibility of the products used in the provision of the service, in accordance with Part 1 and, where applicable, Part 2,

(b) providing information, in the following manner, about the functioning of the service, and where products are used in the provision of the service, its link to these products as well as information about their accessibility characteristics and interoperability with assistive devices and facilities:

(i) making the information available via more than one sensory channel;

(ii) presenting the information in an understandable way;

(iii) presenting the information to users in ways they can perceive;

(iv) making the information content available in text formats that can be used to generate alternative assistive formats to 52 [636]

be presented in different ways by the users and via more than one sensory channel;

(v) presenting in fonts of adequate size and suitable shape, taking into account foreseeable conditions of use and using sufficient contrast, as well as adjustable spacing between letters, lines and paragraphs;

(vi) supplementing any non-textual content with an alternative presentation of that content;

(vii) providing electronic information needed in the provision of the service in a consistent and adequate way by making it perceivable, operable, understandable and robust;

(c) making websites, including the related online applications, and mobile device-based services, including mobile applications, accessible in a consistent and adequate way by making them perceivable, operable, understandable and robust, and

(d) where available, support services (help desks, call centres, technical support, relay services and training services) providing information on the accessibility of the service and its compatibility with assistive technologies, in accessible modes of communication.

Part 4

Additional accessibility requirements related to specific services

The provision of the following services in order to maximise their foreseeable use by persons with disabilities, shall be achieved by including functions, practices, policies and procedures and alterations in the operation of the service targeted to address the needs of persons with disabilities and ensure interoperability with assistive technologies as follows:

(a) in relation to electronic communications services, including emergency communications referred to in Article 109(2) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018

26 OJ No. L 321, 17.12.2018, p. 36. –

(i) providing real time text in addition to voice communication,

(ii) providing total conversation where video is provided in addition to voice communication, and

(iii) ensuring that emergency communications using voice, text (including real time text) is synchronised and where video is provided is also synchronised as total conversation and is

transmitted by the electronic communications service providers to the most appropriate PSAP; [636]

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(b) in relation to services providing access to audiovisual media services –

(i) providing electronic programme guides (EPGs) which are perceivable, operable, understandable and robust and provide information about the availability of accessibility, and

(ii) ensuring that the accessibility components (access services) of the audiovisual media services such as subtitles for the deaf and hard of hearing, audio description, spoken subtitles and sign language interpretation are fully transmitted with adequate quality for accurate display, and synchronised with sound and video, while allowing for user control of their display and use;

(c) in relation to air, bus, rail and waterborne passenger transport services except for urban and suburban transport services and regional transport services, ensuring the provision of information –

(i) on the accessibility of vehicles, the surrounding infrastructure and the built environment and on assistance for persons with disabilities, and

(ii) about smart ticketing (electronic reservation, booking of tickets, etc.), real-time travel information (timetables, information about traffic disruptions, connecting services, onwards travel with other transport modes, etc.), and additional service information (e.g. staffing of stations, lifts that are out of order or services that are temporarily unavailable);

(d) in relation to urban and suburban transport services and regional transport services, ensuring the accessibility of self-service terminals used in the provision of the service in accordance with Part 1;

(e) in relation to consumer banking services –

(i) providing identification methods, electronic signatures, security, and payment services which are perceivable, operable, understandable and robust, and

(ii) ensuring that the information is understandable, without exceeding a level of complexity superior to level B2 (upper intermediate) of the Council of Europe's Common European Framework of Reference for Languages.

(f) in relation to e-books –

(i) ensuring that, when an e-book contains audio in addition to text, it then provides synchronised text and audio,

(ii) ensuring that e-book digital files do not prevent assistive technology from operating properly, 54 [636]

(iii) ensuring access to the content, the navigation of the file content and layout including dynamic layout, the provision of the structure, flexibility and choice in the presentation of the content,

(iv) allowing alternative renditions of the content and its interoperability with a variety of assistive technologies, in such a way that it is perceivable, understandable, operable and robust,

(v) making them discoverable by providing information through metadata about their accessibility features, and

(vi) ensuring that digital rights management measures do not block accessibility features;

(g) in relation to e-commerce services –

(i) providing the information concerning accessibility of the products and services being sold when this information is provided by the responsible economic operator,

(ii) ensuring the accessibility of the functionality for identification, security and payment when delivered as part of a service instead of a product by making it perceivable, operable, understandable and robust, and

(iii) providing identification methods, electronic signatures, and payment services which are perceivable, operable, understandable and robust.