



Seirbhís Thithe  
an Oireachtais  
Houses of the  
Oireachtas Service

**Request for Tenders Dated 27 July 2026  
for the Provision of  
Televised Facilities for the Houses of the  
Oireachtas**

**Tender Procedure: Single Stage Tendering  
involving Negotiation**

**Tender Deadline: 18 September, 2026 (12 noon)**

**Tender Reference Number 2026/1017**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scope of Contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Provision of Televised Facilities for the Houses of the Oireachtas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | Single Stage Tendering Procedure Involving Negotiation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Reason for Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   | As the services in question fall within the categorisation of Chapter I of Title III to Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, the Contracting Authority is free to choose any award procedure on condition that it observes the principles of equal treatment and transparency at all times. The Contracting Authority is therefore employing a Single Stage Tendering Procedure involving Negotiation in order to award this contract. |
| <b>Issue Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             | 27 July 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Closing Date for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                               | Friday, 04 September 2026 at 12:00 midday (Local Time)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Closing Date for Tender Submissions</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | Friday, 18 September 2026, at 12:00 midday (Local Time)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Contact for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    | Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Format for submission of tenders</b>                                                                                                                                                                                                                                                                                                                                                                                                                       | On <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> only                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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## Part 1: Introduction

- 1.1 The Houses of the Oireachtas Commission** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.1A** Appendices 1 to 6 inclusive to this RFT, including support documents Appendices 1A to 1Q inclusive, form part of the RFT and are incorporated in it.
- 1.2** In summary, the Services comprise: The management, operation, maintenance and development of technical facilities in relation to the televising and distribution of Oireachtas parliamentary proceedings and the Oireachtas TV channel.
- 1.3 Not used**
- 1.4** This public procurement competition (the “Competition”) will be conducted in accordance with the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

Because the services the subject matter of this competition fall within the scope of Chapter I of Title III of Directive 2014/24/EU, the Contracting Authority may adopt a bespoke procedure for the competition provided that the procedure takes account the specificities of the services in question, complies with the principles of transparency and equal treatment of economic operators, and otherwise complies with that Chapter I as given effect by Chapter 1 of Part 3 of the Regulations. Accordingly, the procedure chosen for the competition is a Single Stage Tendering Procedure involving Negotiation. The Contracting Authority reserves the right to enter negotiations with some or all tenderers who submit a valid responsive tender. Negotiations may be held on all aspects of the Services under each of the published Award Criteria. The Contracting Authority also reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual Tenderers.

The process will involve the following stages:

### I. Tender Stage

Tenders are invited from all interested economic operators. This Request for Tender includes selection criteria, a minimum based specification, award criteria and a pricing schedule against which Tenderers are invited to submit tenders.

The Contracting Authority will evaluate those tenders against the award criteria and reserves the right to:

- (a) Move straight to an award decision, without negotiation
- (b) To invite all Tenderers to negotiation meetings.
- (c) To apply the successive reduction rule based on the results of the evaluation results, particularly where there is a significant disparity in the scores awarded, to reduce the number of Tenderers invited to the negotiation phase.

## **II. The Negotiation Stage**

Where an invitation to attend a negotiation meeting is issued, it should be noted that all aspects of the tender submitted may be discussed, including costs and the responses to the qualitative criteria. The selection criteria, the minimum based specification, and the award criteria themselves will not be negotiated. The aim of the negotiation is to seek clarification and improvement on final tenders submitted. A full agenda with details of dates, times, location, etc. will be issued in advance of the meeting.

Those tenderers will subsequently be accorded an opportunity to submit a Best and Final Offer (BAFO), which will be assessed against the award criteria.

It should be emphasised that the Contracting Authority reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual Tenderers.

Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of four (4) years (subject to paragraph 1.5 or any early termination in accordance with the terms of the Contract, or both, the “Term”).

- 1.5** The Contracting Authority reserves the right to extend the term referred to in paragraph 1.4 for a period of up to **12 months** with a maximum of **one (1)** such extension on the same terms and conditions, subject to the Contracting Authority’s obligations at law, in which instance the “Term” is to be construed as including any such extension.
- 1.6** The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€13.5 million** (excl. VAT) over the Term (included as extended as provided for in paragraph 1.5), ie, a five-year period. **This figure is indicative only and does not represent a guaranteed commitment; the actual expenditure may be lower depending on requirements. Tenderers should not interpret this estimate as a target or expected level of spend.**
- 1.7** Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities

of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

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

## **Part 2: Instructions to Tenderers**

### **2.1 Important Notices**

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

**2.1.2** The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

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

**2.1.4** In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to

the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a 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 RFT.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, must confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the [etenders.gov.ie](https://etenders.gov.ie) website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

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

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

- 2.1.6** Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

## **2.2 Compliant Tenders**

- 2.2.1** If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the

Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

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

Tenderers are required:

- a)** To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). A Tenderer may submit an eESPD which the Tenderer has used in a procurement procedure that was initiated in the 12 months before the date of the Contract Notice for this competition, provided that the Tenderer confirms that: (i) the information contained in it continues to be correct and (ii) the Tenderer satisfies the Selection Criteria for this Competition as set out at part 3.2 below;
- b)** To submit all documentation which this RFT requires to be submitted with their Tender;
- c)** To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- d)** To conform to and comply with all instructions and requirements set out in this RFT;
- e)** To submit the statement required under paragraph 2.4 below; and
- f)** Not to alter or edit this RFT in any way.

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

## **2.3 Services Contract**

**2.3.1** Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.

**2.3.2** Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

## **2.4 Acceptance of RFT Requirements**

Each Tenderer is required to accept the provisions of this RFT. **All tenderers must return**, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the

scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

## 2.5 Consortia and Prime / Subcontractors

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

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

### 2.5A Transfer of Undertakings (TUPE)

- 2.5A.1** This Request for Tender is, apart from Appendix 1J, which is a TUPE Spreadsheet and related information, available by logging in to [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 2.5A.2** In order to access Appendix 1J, a Tenderer must register its interest in the competition in accordance with paragraph 2.7.5.
- 2.5A.3** The Contracting Authority will furnish each Tenderer that registers its interest with a Non-Disclosure Agreement for completion, binding the Tenderer to keep the information in Appendix 1J confidential, to use the information only for the purposes of the competition, or for the purposes of the awarded contract if the Tenderer is successful, and to dispose of the information securely if the Tenderer is not successful.
- 2.5A.4** The Tenderer must complete the Non-Disclosure Agreement and email it completed and in pdf format to [procurement@oireachtas.ie](mailto:procurement@oireachtas.ie) and the Contracting Authority will, strictly on the terms of the Non-Disclosure Agreement, supply Appendix 1J to the Tenderer by return.
- 2.5A.5** The Contracting Authority has obtained the information set out in Appendix 1J from the incumbent Contractor and has been apprised by that incumbent that the information in Appendix 1J has been prepared in good faith based on the incumbent's records at the date of issue.

**2.5A.6** The Contracting Authority nonetheless, and without limiting paragraph 2.1.1 in any way, gives no assurances or warranties in respect of TUPE and makes no assumptions in respect of TUPE. In particular, and without prejudice to the generality of that disclaimer, the Contracting Authority gives no guarantee, warranty or assurance in respect of the information in Appendix 1J and accepts no liability for errors or omissions in it.

**2.5A.7** It is a matter for each Tenderer to satisfy itself how TUPE and any related obligations are likely to apply should it be successful in the competition and to obtain appropriate professional advice in that regard.

## 2.6 Tender Submission Requirements

**2.6.1** Tenders must be submitted via the ‘electronic tenderbox’ available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will **not** be accepted.

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

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

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

**2.6.2** Tenders must be received not later than 12 noon on Friday, 18 September 2026 (the “Tender Deadline”). Tenders that are received late **will not** be considered in this Competition.

**2.6.3** Tenders must be submitted in English.

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

**2.6.5** All Tenders submitted in soft copy must be compiled such that they can be read

immediately using MS Word (DOCX) or Adobe Acrobat (PDF). The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

## 2.7 Queries and Clarifications

- 2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than 12 noon on Friday, 04 September 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4** The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5** Tenderers should ensure that they register their interest in this competition, by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie), in order to receive all responses to queries and other updates in relation to this Competition.

## 2.8 Tendering Costs

- 2.8.1** All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

## 2.9 Confidentiality

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- a)** are furnished for the sole purpose of replying to this RFT only;
  - b)** may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting

Authority;

- c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

## 2.10 Pricing

**2.10.1** All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

**2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

**2.10.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for eight (8) months commencing from the Tender Deadline.

**2.10.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

**2.10.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

**2.10.6** Tenderers should note that rate-card fees are the only pricing component of this contract that may be changed during the term. Rate-card costs will remain fixed for the first two years of the contract. Thereafter, on the anniversary of the contract commencement date, the rate-card fees may be adjusted in line with the percentage change in Ireland's Average Hourly Earnings (AHE) index. Any annual indexation adjustment shall be capped at 5%. The applicable change will be based on the twelve-month period ending in the month immediately preceding the relevant review date, using the index for employees in *Publishing, Broadcasting, and Content Production and Distribution Activities*, as published by the Central Statistics Office (CSO) (see: <https://data.cso.ie/table/EHQ53>).

## 2.11 Environmental, Social and Labour Law

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

**2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation

of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

**2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where a Tenderer contemplates that the provision of the Services would, were the Tenderer successful, involve reliance on the services of Agency Workers (within the meaning of the 2012 Act), the Tenderer should ensure that it considers its obligations under the 2012 Act when pricing its Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

## **2.12 Publicity**

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

## **2.13 Registrable Interest**

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

The terms “Registrable Interest” and “Relative” shall be interpreted as accordance with the definition of those terms in Section 2 of the Ethics in Public Office Act 1995 (as amended), a copy of which is available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

## **2.14 Anti-Competitive Conduct**

Tenderers' attention is drawn to the Competition Act 2002 (the “2002 Act”). The 2002 Act

makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

## **2.15 Industry Terms Used in this RFT**

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

## **2.16 Freedom of Information**

**2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, information provided by them during this Competition may be liable to be disclosed.

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

## **2.17 Tax Clearance**

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any Services Contract arising out of this competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of its tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the

permission of the successful Tenderer to verify its tax cleared position online.

## 2.17A Interference and Inducement to Purchase

Any effort by a 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 a contract pursuant to this competition shall result in that Tenderer's tender being rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the *Criminal Justice (Corruption Offences) Act 2018*, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

## 2.18 Conflicts of Interest

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

## 2.19 Withdrawal from This Competition

A Tenderer is required to notify the Contracting Authority immediately via the e-tenders website, if at any stage it decides to withdraw from this Competition.

## 2.20 Site Visit

**2.20.1** The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. Site visits to view the Contracting Authority's premises or facilities at **Leinster House, Kildare Street, Dublin 2, D02 XR20** shall be organised shall be organised **during the week of 10-14 August 2026** between the hours of 10:00 and 16:00. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting the Oireachtas Procurement Unit at **procurement@oireachtas.ie** by Friday, 07 August 2026 at 12 noon. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

**2.20.2** Not used.

## 2.21 Insurance

**2.21.1** The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

| Type of Insurance             | Indemnity Limit |
|-------------------------------|-----------------|
| <b>Employer's Liability</b>   | €13,000,000     |
| <b>Public Liability</b>       | €6,500,000      |
| <b>Professional Indemnity</b> | €6,500,000      |
| <b>Product Liability</b>      | €2,600,000      |
| <b>Cyber Liability</b>        | €3,000,000      |

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

**2.21.3** The successful Tenderer will, during the term of the Services Contract, be required to:

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

### 2.21A References to Legislation

All references to legislation, whether European or Irish, or whether primary (for example, statutes) or secondary (for example, regulations), are, where the context admits, and irrespective of whether expressly so stated, to that legislation as amended from time to time.

## 2.21B Choice of law and jurisdiction

This competition and all instruments by which is established and governed, such as, but not limited to, this RFT and the Tender Response Document, and all matters arising, are governed by Irish law and each of the Contracting Authority and each Tenderer irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

## Part 3: Selection and Award Criteria

### 3.1 Compliant Tenders

Only those Tenderers who have: -

- (a)** Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b)** Declared by way of eESPD conforming to paragraph 2.2.1 that either:
  - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
  - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c)** Declared by way of eESPD conforming to paragraph 2.2.1 that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submits proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such

Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer

relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

## 3.2 Selection Criteria

Tenderers will either **pass OR fail** each of the Selection Criteria in this part 3.2.

**Please note that the information required in respect of the Selection Criteria and Mandatory Requirements, and the opportunity of providing confirmation or information in respect of those Selection Criteria and Requirements, are set out in Sections 2 and 3 of the Tender Response Document, which must be fully completed accordingly. All of these Selection Criteria and Mandatory Requirements will be evaluated on a pass/fail basis. Any Tenderer recording a “fail” in respect of one or more such Selection Criteria or Mandatory Requirements will be excluded from further participation in the competition.**

### 3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD conforming to paragraph 2.2.1 that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

- (i) Tenderers and all parties associated with the tender must be fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
- (ii) Tenderers must have a minimum average annual turnover of not less than €1,200,000 in at least two of the last three financial years, or pro-rata if more recently established; however, Tenderers must be in existence for at least 6 months prior to the publication date of this RFT. This requirement is set having regard to the estimated annual value of the Contract and is considered proportionate to the nature, scale and duration of the Services.

The Contracting Authority will accept the following as evidence of compliance:

- Copies of audited financial statements for the last three financial years; or
  - Where audited accounts are not available, certified accounts or statements of turnover signed by a duly authorised officer of the Tenderer.
- (iii) Tenderers must have the required insurances set out in 2.21 within this document, or provide confirmation that they will hold the types and levels of insurance specified in 2.21 during the term of the contract.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform

the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

### 3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

- (i) Tenderers must demonstrate that they have successfully delivered services of a comparable scale and complexity relevant to the requirements in this RFT.

Evidence must be provided of the successful delivery of two (2) such contracts, within the previous five (5) years. Contact details for a referee for each projects must also be provided.

Tenderers must ensure they provide sufficient information in the Tender Response Document (TRD) to allow the Contracting Authority to judge the similarity of these contracts to the Services sought within Appendix 1 of this RFT. Where specified, maximum word and/or page counts must be adhered to. Tenderers must complete this section in full in the TRD.

- (ii) Tenderers must complete the Company Staff Profile in Section 2.3 of the Tender Response Document and complete CVs for the proposed team members delivering the services in this contract. The staff profile includes a breakdown of each staff category, the total number employed, the number of full-time staff, the number of part-time staff and the number of staff to be involved in the delivery of this contract.

### 3.2.C General contact information and mandatory requirements

Tenderers must provide general contact information as specified in Section 2.1 of the Tender Response Document and agree to the mandatory requirements set out below:

#### Mandatory requirements

Will you provide appropriate assistance and support for succession arrangements at the end of this contract? This includes, but is not limited to, handover of records, equipment, systems and facilities familiarisation in addition to provision of all personnel data required to facilitate the application of the Acquired Rights Directive in any future tender process

Do you undertake to ensure continuity of service to the OBU during the transition-in period, without disruption to the service to chambers and

|                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| committee rooms, and any other ancillary content production as required?                                                                                                                                                                              |
| Do you undertake to audit the Asset Register within six weeks of the commencement of the contract?                                                                                                                                                    |
| Do you undertake to design, operate and implement a Records Management System within 60 days of the commencement of the Contract?                                                                                                                     |
| Do you undertake to design, operate and implement a Quality Management System within 60 days of the commencement of the Contract?                                                                                                                     |
| Do you undertake to design, operate and implement a Maintenance Management System within 60 days of the commencement of the Contract?                                                                                                                 |
| Do you undertake to design, operate and implement a Document Management System within 60 days of the commencement of the Contract?                                                                                                                    |
| Will you work with the Contracting Authority in the provision of advice, support and technical assistance for the development and delivery of projects as set out in Sections 5.4 and 5.6 of RFT Oireachtas Televised Facilities Document Appendix 1? |
| Do you agree to achieve and report thereon the KPI's as outlined in RFT Appendix 1 Supporting 1N?                                                                                                                                                     |
| Will you manage and maintain the Service Level Agreements as listed in RFT Appendix 1 Supporting Document 1G?                                                                                                                                         |
| Do you undertake to hold the insurances outlined in Section 2.21 for the term of the Contract?                                                                                                                                                        |

### 3.2.D Declaration Regarding Statutory Obligations

Tenderers must declare they are fully compliant with the following legislation, or equivalent legislation in its country of establishment/operation:

|     |                                                     |
|-----|-----------------------------------------------------|
| (a) | Safety Health and Welfare at Work Acts 2005 to 2014 |
| (b) | Employment Equality Acts 1998 to 2021               |
| (c) | Equal Status Acts 2000 to 2018                      |
| (d) | National Minimum Wage Acts 2000 and 2015            |
| (e) | Organisation of Working Time Act 1997 as amended    |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (f) | Disability Act 2005 as amended                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (g) | 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 (GDPR), and the Data Protection Acts 1988 to 2018                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (h) | I further confirm on the Tenderer's behalf that all Data Subjects whose Personal Data is provided in the tender have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation 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 and that the Tenderer will provide evidence of such consent and / or legal basis to the Contracting Authority upon request. |
| (i) | The Tenderer has procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

### 3.3 Award Criteria

**3.3.1** The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

| Award Criteria                                                                                                                                                                                                                                                                                                                                                                                 | Reference Section in RFT                                                                                  | Marks allocated | Minimum Marks | Weighting (%) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------|---------------|---------------|
| <b>AC2 Management, governance and contract administration</b><br>Includes:<br>2.1 Organisation chart (15 marks)<br>2.2 Governance forums and reporting (20 marks)<br>2.3 Service Levels and Performance Reporting (20 marks)<br>2.4 KPI Framework and Dynamic Reporting Toolkit (20 marks)<br>2.5 Project Management Framework (15 marks)<br>2.6 Change Control and Risk Management (10 marks) | <b>Section 6</b><br><br>6.2 ,8.5<br>6.1, 6.3, 6.4,<br>6.11<br>6.4<br>6.5<br><br>5.4, 6.6<br>6.6, 6.7, 6.8 | 100             | 50            | 10%           |

| Award Criteria                                                                                                                                                                                                                                                                                              | Reference Section in RFT                                                 | Marks allocated | Minimum Marks | Weighting (%) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------|---------------|---------------|
| <b>AC3 Operational delivery (six pillars)</b><br>Includes:<br>3.1 Live Coverage (55 marks)<br>3.2 TV channel operations (45 marks)<br>3.3 Media asset management (40 marks)<br>3.4 Content production (40 marks)<br>3.5 Technical support (50 marks)<br>3.6 Accessibility services (20 marks)               | <b>Section 7</b><br><br>7.1<br>7.2<br>5.4, 7.2, 7.3<br>7.4<br>7.5<br>7.6 | 250             | 125           | 25%           |
| <b>AC4 Workforce, MSO transition and TUPE</b><br>Includes:<br>4.1 TUPE & staff engagement (35 marks)<br>4.2 MSO transition plan (40 marks)<br>4.3 Training and development (25 marks)                                                                                                                       | <b>Section 8</b><br><br>8.1, 8.4<br>8.2<br>8.3                           | 100             | 50            | 10%           |
| <b>AC5 Mobilisation, transition-in and exit</b><br>Includes:<br>5.1 Transition-in plan (30 marks)<br>5.2 Exit plan and handover (20 marks)                                                                                                                                                                  | <b>Section 9</b><br><br>7.7, 9.1<br>9.3                                  | 50              | 25            | 5%            |
| <b>AC6 Resilience, security, BCP/DR</b><br>Includes:<br>6.1 Cybersecurity (20 marks)<br>6.2 Business continuity and DR (15 marks)<br>6.3 Incident response (15 marks)                                                                                                                                       | <b>Section 10</b><br><br>2.4, 10.1<br>10.2, 10.3<br>10.4, 10.5           | 50              | 25            | 5%            |
| <b>AC7 Innovation, continuous improvement and sustainability</b><br>Includes:<br>7.1 Continuous improvement (25 marks)<br>7.2 Sustainability (25 marks)                                                                                                                                                     | <b>Section 11</b><br><br>11.1<br>11.2                                    | 50              | 25            | 5%            |
| <b>AC1 Proposed cost of providing the Services</b><br>Scored as a single Total Notional Cost. Components:<br>- BAU Baseline<br>- Project and Advisory Work / Rate-card Scenarios<br>- Year 1 Transition (MSO) Costs                                                                                         | <b>Section 5</b><br><br>5.2<br>5.3, 5.4<br>5.5                           | 400             | n/a           | 40%           |
| <b>Cost of the Services over the contract period is based on the Total Notional Cost in the Pricing Schedule.</b><br><br><b>Scoring formula: (400 points x Lowest responsive valid tender) / Value of individual tender.</b><br><br><b>Lowest tender gets maximum points; others scored proportionally.</b> |                                                                          |                 |               |               |

Tenderers should note that they must achieve a minimum of 50% on each individual non-cost related criterion (i.e. 50 marks for Award Criterion 2 and 125 marks for Award Criterion 3, etc) in order to avoid elimination from the competition.

**3.3.2** Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

### 3.4 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will **not** be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will **not** be evaluated.

### 3.5 Standstill Period

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

### 3.6 Return of Signed Contracts

- 3.6.1** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed

Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

### **3.7 Award to Runner-up**

- 3.7.1** Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1, or if for any reason it is not possible to conclude the Services Contract with the designated successful tenderer emerging from this competitive process, then the Contracting Authority may proceed to award the Services Contract in accordance with paragraph 3.6.1 above to the next highest-ranked Tenderer willing to contract with the Contracting Authority.
- 3.7.2** The Contracting Authority in this paragraph 3.7.2 and in paragraphs 3.7.3, 3.7.4, and 3.7.5 below, expressly provides for the modification, in terms of substitution of Contractor, of the Services Contract by way of review, and those paragraphs set out the scope of the review and contemplated modification and the conditions under which those paragraphs may be invoked.
- 3.7.3** If, the award having been made to a particular Tenderer pursuant to the terms of this competition, and the Contracting Authority having entered into the Services Contract, the Contracting Authority becomes entitled to terminate that Contract on any of the grounds set out in clause 9B or 9C in the Terms and Conditions scheduled to that Contract, or by reason of any combination of those grounds, and does so terminate that Contract, the Contracting Authority may, at its sole discretion, replace, at any time during the eight-month tender validity period, the discharged Contractor with the next highest scoring Tenderer in this competition willing to be so substituted. That Tenderer's compliance with paragraph 3.3.2, with any necessary changes, is a prerequisite of such a substituted award.
- 3.7.4** The replacement provided for in paragraph 3.7.3 shall have effect for the balance of the Term (including any part of the Term consisting of an extension in accordance with paragraph 1.5 and incorporating the entitlement to invoke that paragraph), and shall be on the basis, subject to any adaptations required to take account of performance by the discharged Contractor, of the terms and conditions advertised in this competition.
- 3.7.5** Nothing in paragraphs 3.7.2 to 3.7.4 inclusive entitles the Contracting Authority to effect any replacement of the Contractor which would alter the overall nature of the Services Contract.
- 3.7.6** Nothing in paragraphs 3.7.1 to 3.7.5 prejudices:
- (a) the right of the Contracting Authority to cancel this competitive process and initiate a new contract award procedure at its sole discretion;
  - (b) any entitlement of the Contracting Authority under the Regulations.

## Appendix 1: Requirements and Specifications

This Appendix sets out the requirements and specifications for the Services and outlines the basis on which the Services are to be delivered. The following supporting documents should be reviewed in tandem with this Appendix 1.

- Appendix 1A -- Current equipment
- Appendix 1B -- Parliamentary broadcasting 2022-2025
- Appendix 1C -- OBU infrastructure Overview
- Appendix 1D -- Production and Technical Standards
- Appendix 1E -- Asset Register
- Appendix 1F -- Throughput to Archive
- Appendix 1G -- SLAs
- Appendix 1H -- Rules of Coverage
- Appendix 1J -- TUPE information (available on request only, NDA required)
- Appendix 1K -- Long-form programming strategy
- Appendix 1L -- Short-form programming strategy
- Appendix 1N -- KPIs
- Appendix 1P -- Definitions
- Appendix 1Q -- Glossary of Technical Terms

Responses to the requirements are submitted through the separate Tender Response Document (TRD), which contains the specific questions Tenderers must answer. In answering those questions, Tenderers must provide a detailed description demonstrating how the relevant requirements will be met and their approach to delivery; a mere affirmative statement, or a reiteration of the requirements, will not be sufficient.

## 1 Introduction and Purpose

### 1.1 Background

This Appendix sets out the requirements and specifications for the provision of Broadcasting and Televised Facilities for the Houses of the Oireachtas (the national parliament of Ireland).

The most recent contract was extended, subject to certain permitted modifications, in accordance with an option specified therein for one 12-month period to 31 December 2026. The new contract is intended to take effect from 1 January 2027.

This RFT follows a comprehensive review of the service carried out during early 2026.

### 1.2 What is Being Procured

The Contracting Authority is procuring an integrated, managed broadcasting and televised facilities service for the Houses of the Oireachtas. The service operates from the Oireachtas Broadcasting Unit (OBU) in Kildare House, Dublin, and supports two principal outputs: live broadcast coverage of parliamentary proceedings in the chambers and committee rooms of Leinster House, and the operation of the Oireachtas TV linear channel and its associated distribution feeds.

The service is built around six integrated pillars, set out in detail in section 7:

- (1) Live coverage of chambers and committees;
- (2) Oireachtas TV linear channel operations;
- (3) Media asset management and archive;
- (4) Content production, post-production and distribution;
- (5) Technical and engineering support, maintenance and development;
- (6) Access and accessibility services.

The successful contractor will be required to operate, staff, maintain and develop the service across all six pillars. Responses are invited from a single supplier or from a consortium operating under a lead contractor.

### 1.3 Headline Changes from the 2020-26 Arrangements

Three structural changes shape this RFT and should be flagged at the outset.

**First, the commercial model.** The current pay-per-public-minute (PPPM) commercial model will be discontinued. The new contract will be built on a managed-service framework comprising a fixed annual baseline fee for business-as-usual delivery, a rate-card for agreed variations, and a separate mechanism for project and advisory work. Section 5 sets this out in full.

**Second, the operating model.** The service is required to transition to a multi-skilled operator (MSO) model within twelve months of contract commencement. The MSO transition is a fundamental structural change: the contractor inherits the current single-function role structures under TUPE at the outset and is contractually required to deliver a stable, multi-skilled core team within the agreed timetable. Section 8 sets this out in full.

**Third, BAU and project work are commercially separate.** Business-as-usual service delivery (priced through the baseline fee) is contractually and commercially separate from major project, consultancy and advisory work (commissioned through defined work orders). Section 5 sets out the boundary in detail; section 6 sets out how project work is governed.

### 1.4 Definitions and Interpretation

Capitalised terms used in this Appendix have the meanings given in Appendix 1P (Definitions). Technical terms used in this Appendix have the meanings given in Appendix 1Q (Glossary of Technical Terms). In the event of any inconsistency between this Appendix and Appendix 1P, the definitions in Appendix 1P prevail.

### 1.5 Digital Transformation Context

The Services sit within the Houses of the Oireachtas Service's wider Digital Transformation Programme. Adjacent workstreams of relevance to the Televised Facilities Contractor include the live streaming and on-demand video services delivered via the oireachtas.ie website, Coimisiún na Meán access targets for subtitling and Irish Sign Language, and Member-facing digital services. The Contracting Authority will share relevant programme planning information

with the Contractor through the governance framework set out in section 6.

## **2 Institutional Context**

### **2.1 The Houses of the Oireachtas**

The Houses of the Oireachtas are the houses of the national parliament of Ireland, comprising Dáil Éireann (the lower house) and Seanad Éireann (the upper house), together with their associated committee structures. The Houses of the Oireachtas are principally located at Leinster House in Dublin, with associated buildings forming the broader parliamentary estate.

The Irish parliamentary administration consists of an incorporated body called the Houses of the Oireachtas Commission (the Contracting Authority) which acts as governing body for the civil servants and work of the administration, which are referred to in the incorporating legislation as the Houses of the Oireachtas Service. Since the televising of proceedings began in 1990, the Houses of the Oireachtas Service and its predecessors have outsourced the management and operation of its televised facilities to an external service provider.

Parliamentary sittings take place predominantly on Tuesday, Wednesday and Thursday during approximately 37 sitting weeks per year. The Dáil and Seanad usually sit concurrently albeit that the Seanad sits for fewer hours, and multiple Oireachtas committees may sit simultaneously alongside the chambers. The broadcasting service is therefore required to cover multiple proceedings running in parallel on the same days. The provision of televised facilities is underpinned by statute, with the Houses of the Oireachtas Channel, which broadcasts under the name Oireachtas TV, having been established under Chapter 6 of the Broadcasting Act 2009.

### **2.2 The Public Interest in Parliamentary Broadcasting**

The provision of televised facilities is a core service supporting the Houses of the Oireachtas in fulfilling their strategic objective of being an open and transparent parliament. Live broadcasting of parliamentary proceedings, together with the operation of the Oireachtas TV channel, ensures that the work of the Houses of the Oireachtas is accessible to the public and supports democratic accountability.

Oireachtas TV currently reaches approximately 1.28 million of Ireland's 1.77 million television-using households across five linear distribution platforms: Sky Ireland (satellite), Virgin Media (cable), Saorview (digital terrestrial), eir Vision (IPTV) and Vodafone TV (IPTV). In 2025, over 1,880 hours of content were broadcast on Oireachtas TV and over 48 million minutes of content were served via live streaming services on digital platforms.

The broadcasting service operates within a framework of editorial neutrality and is governed by Rules of Coverage that reflect the procedural requirements and constitutional standing of the Houses (see Appendix 1H).

### **2.3 Physical Estate and Access Constraints**

The Oireachtas Broadcasting Unit (OBU) is located in Kildare House, Kildare Street, Dublin 2,

directly across from Leinster House. The parliamentary chambers and committee rooms are situated in Leinster House, separated from the TV control rooms in Kildare House by a public road. Signals are transported between the two buildings via copper and optical fibre interconnects. See Appendix 1C for an overview of the OBU infrastructure and environment.

The OBU in Kildare House houses seven control rooms (galleries), two TV studios each with an associated gallery, a Central Apparatus Room (C.A.R.), an Archive Rack Room, an AV Room, the Oireachtas TV transmission control rooms, and a production office. There is an IT server room in the LH 2000 building on the Leinster House campus. Oireachtas TV transmission equipment is also maintained at third-party locations. A Business Continuity Link from Dublin Castle to Kildare House is in place, although Dublin Castle is not available for use until after 31 December 2026 due to the Irish Presidency of the Council of the European Union.

All work on the estate is subject to security requirements and access procedures.

The Televised Facilities Contractor is required to co-ordinate with other service providers operating on the estate, including the Audio Service Provider responsible for chamber and committee room sound systems, the Office of Public Works (OPW) in relation to the internal TV distribution system, and, within the Houses of the Oireachtas Service, the Houses of the Oireachtas Facilities Unit, ICT Unit and the Web Team. The broadcasting service operates in a live parliamentary environment in which any disruption to proceedings is highly visible and reputationally sensitive: the service is treated as a no-fail, mission-critical operation.

## 2.4 ICT Environment and Systems Integration

The Oireachtas ICT Unit is responsible for enterprise network infrastructure, perimeter security and the Service's overall approach to NIS2<sup>1</sup> compliance. A separate, standalone network is in place within the OBU; the Televised Facilities Contractor is responsible for managing, maintaining and protecting the broadcast and media systems and hardware within the OBU network up to the boundary with the Oireachtas enterprise network. The Houses of the Oireachtas Service delivers parliamentary broadcasting as a public service, and the OBU's systems and services accordingly form part of the Contracting Authority's overall responsibility for network and information security. As the organisation prepares for the NIS2 Directive — which has yet to be transposed into Irish law — it is taking a phased, risk-based approach. The ICT Unit will work collaboratively with the OBU, the Televised Facilities Contractor and other stakeholders over the coming years to align systems and services across the Service, including those managed by third parties on the Contracting Authority's behalf, with its evolving obligations.

Schedule data, witness names and other procedural information generated by the Oireachtas procedural systems are received by the Televised Facilities Contractor and used to support live production, including caption preparation and metadata logging.

Audio feeds from the chamber and committee room conference systems are provided by a

<sup>1</sup> The NIS2 Directive establishes a unified legal framework to uphold cybersecurity in 18 critical sectors across the EU. To respond to the increased exposure of Europe to cyber threats, Directive 2022/2555, also known as NIS2, replaced its predecessor, Directive 2016/1148 or NIS1. NIS2 raises the EU common level of ambition on cyber-security, through a wider scope, clearer rules and stronger supervision tools. <https://digital-strategy.ec.europa.eu/en/policies/nis2-directive>

separate Audio Service Provider and delivered to the OBU galleries at agreed demarcation points. The Televised Facilities Contractor integrates these feeds into the live production output, mixing the switched voice feed and ambient sound feeds to produce broadcast-quality audio (see Appendix 1C).

The oireachtas.ie website is maintained by a dedicated Web Team operating independently from the OBU within the wider Communications Unit. The website is a key platform for public access to live streaming and on-demand video content of proceedings. The Televised Facilities Contractor hands off seven live feeds to encoders (six live feeds of chambers and committee rooms and one TX output of the Oireachtas TV channel) and the Web Team processes those seven live feeds via modern cloud-based live streaming/encoding infrastructure. Day-to-day streaming operations (player management, analytics, etc) are explicitly outside the scope of this televised facilities contract. The Televised Facilities Contractor's role is to provide broadcast-quality contribution feeds to encoders and to support the OBU in planning potential phased development of future digital services.

## **3 Current Operating Model and Planned Changes**

### **3.1 The OBU Civil Service Team**

The Oireachtas Broadcasting Unit is led by the Broadcast and Channel Manager, who manages a civil service team of six. The OBU plays a key role in the delivery of specific objectives within the Strategic Plan of the Houses of the Oireachtas Service. OBU is also the operational owner of the Televised Facilities contract. The Broadcast and Channel Manager acts as Contract Manager.

The current internal technical and production/editorial function within the OBU civil service team is lean relative to the scale of services delivered. This has been identified as an area for strengthening in connection with the new contract through the addition of two dedicated civil service posts — one in technology and one on the production/editorial side. These posts will participate in the governance arrangements set out in section 6.

### **3.2 The Incumbent Contractor**

The contract for the day-to-day operational and technical functions of the televised facilities service is set to expire on 31 December 2026. An incoming contractor is expected to be the recipient of a TUPE transfer in respect of 12 full-time staff and 18 of the part-time staff of the incumbent Televised Facilities Contractor. Section 8 sets out the staffing position and the TUPE arrangements in detail.

### **3.3 The Service in Outline**

The contracted broadcasting service is structured around six integrated pillars:

1. Live coverage of chambers and committees
2. Oireachtas TV linear channel operations

3. Media asset management and archive
4. Content production, post-production and distribution
5. Engineering and technical support, maintenance and development
6. Access and accessibility services.

In practice these pillars function as elements of a single, integrated service spanning live coverage of proceedings with the chambers and committee rooms, archiving, engineering, content production, accessibility and distribution rather than as discrete broadcast activities.

Each pillar is described in detail in section 7, where the current state of delivery is set out alongside the requirements for the future service.

### 3.4 Why the Service Delivery Model is Changing

The current service delivery model reflects a broadcasting architecture that has evolved incrementally over more than three decades. While the technical infrastructure of the OBU has been upgraded regularly since 2000, the operating model has not changed at the same rate. New elements — additional committee rooms, the linear channel, the archive — have been layered on top of the original model rather than being delivered through fundamental redesign.

The wider broadcast and AV industry has undergone a significant shift towards IP-based production, automation, integrated control rooms and multi-skilled operator (MSO) working. The Oireachtas has introduced the Live OS (NetOn) system as a first step towards greater workflow automation, and the hybrid SDI/IP infrastructure incorporating SMPTE ST 2110 provides a foundation for further development. The move to a fully modernised, MSO-based operating model has not yet been made but this new contract should support the move to it.

Furthermore, the previous pay-per-public-minute (PPPM) commercial model no longer aligns with the realities of the parliamentary schedule. The Televised Facilities Contractor has been required to staff and equip up to six concurrent rooms at short notice but was, until recently, remunerated only for the broadcast minutes generated by the rooms that actually went to air.

The new contract addresses both issues. The operating model proposes a transition to a multi-skilled operator model (section 8) within 12 months and the commercial model moves to a managed-service framework with a clear separation of business-as-usual activities from project and advisory work (section 5).

## 4 Parliamentary Calendar and Working Patterns

### 4.1 The Parliamentary Calendar

The annual parliamentary calendar follows a broadly predictable pattern. There are approximately 37 sitting weeks in the calendar year with periodic recess periods as follows:

- a summer recess from approximately mid-July to mid-September (approximately nine weeks);
- a Christmas and New Year recess from approximately 15 December (approximately

three weeks);

- an Easter recess (approximately two and a half weeks);
- a mid-term break in late October or early November (approximately one and a half weeks); and
- a mid-March gap including St Patrick's Day (approximately one and a half weeks).

Appendix 1B outlines information about sitting days, public hours of broadcasting, late sittings and non-sitting day meetings for the years 2022-2025. The annual broadcast volume varies materially year on year depending on parliamentary activity. The lower figures for 2024 reflect the dissolution of the 33rd Dáil and the November 2024 general election, and illustrate the kind of reduction that can be expected in an election year. Budget season (October to December) is consistently the highest-activity period of the year, with extended Dáil sittings. Late-night sittings — defined as sittings extending past midnight — occur on a small number of occasions each year. In order to provide a broader context for activity than publicly broadcast hours per annum, Appendix 1B also sets out a typical annual sitting pattern (based on 2023) and a heat map illustrating concurrent room usage.

Outside sitting periods, programming and content production for the Oireachtas TV channel takes place alongside archive work, engineering, maintenance and project tasks.

## 4.2 Standard and Out-of-Hours Working

The typical sitting day pattern is as follows:

- Tuesday sittings begin at approximately 09:00 and regularly extend to 23:00 or beyond.
- Wednesday is the most intensive day, with sittings from approximately 08:45 to 21:00 or later.
- Thursday sittings typically run from approximately 08:45 to 18:00, although finish times are variable.

The OBU must be capable of responding to unscheduled sittings and changes in the parliamentary schedule at short notice. Staff rostering must accommodate unpredictable finish times across all three sitting days.

## 4.3 Concurrent Activity and Peak Demand

The OBU must support multiple simultaneous sittings. In 2023, which can be considered a typical year, the maximum concurrent room capacity was six rooms (two chambers and up to four committee rooms). The following pattern of concurrent room usage was observed across 1,195 hours of broadcasting activity:

- One room active: 283 hours (24%)
- Two rooms active: 196 hours (16%)
- Three rooms active: 239 hours (20%)

- Four rooms active: 239 hours (20%)
- Five rooms active: 163 hours (14%)
- Six rooms active: 75 hours (6%)

Of the 106 sitting days, 67 (63%) reached five or more concurrent rooms at some point during the day, and 32 days (30%) reached the full six-room maximum. Wednesday is consistently the most demanding day, with the six-room peak typically sustained for several hours. The service must be capable of handling the six-room peak on any given sitting day, while recognising that the actual distribution of broadcast output across the week is highly uneven. See Appendix 1B for a heat map illustrating concurrent sittings during 2023.

Under the new operating model, which should be completed within 12 months of the contract start date, the six-room peak is to be met from a stable, multi-skilled core team with limited reliance on ad-hoc freelance labour.

## **5 Commercial Framework: Business-as-Usual, Rate-Card and Project Work**

### **5.1 The Commercial Model in Summary**

The new contract is built on three commercial components:

- a fixed annual baseline fee that funds business-as-usual (BAU) delivery of the full six-pillar managed service;
- a rate-card that prices agreed variations to BAU delivery on a per-event or per-unit basis; and
- a project and advisory work mechanism for larger initiatives that fall outside BAU delivery, separately commissioned through defined work orders.

### **5.2 BAU Baseline**

The annual baseline fee covers full delivery of business-as-usual services across the six pillars set out in section 7. This includes:

- the core staffing model required to operate the service through the typical sitting calendar set out in section 4, including the capacity to cover the six-room concurrent peak;
- all engineering activities including asset management, and planned and unplanned first- and second-line maintenance of the broadcast and media systems within the OBU boundary, in accordance with section 7.5;
- 24-hour operation of the Oireachtas TV linear channel, including playout and transmission management;
- routine archive ingest, metadata, quality control, proxy generation and retrieval at the volumes set out in section 7.3;

- an indicative annual volume of ancillary programming and content production, including studio or single-camera content production, as set out in section 7.4;
- coordination of subtitling and ISL at the volumes required to meet Coimisiún na Meán access targets, and set out in section 7.6;
- vendor liaison and management of third-party SLAs as outlined in Appendix 1G;
- all BAU governance, reporting and continuous improvement obligations outlined in section 6.

Tenderers should note that the typical sitting pattern set out in section 4 is indicative only and the Contracting Authority expects all usual parliamentary proceedings to be covered in the BAU baseline. Some years, eg, an election year, may see significantly fewer sitting days.

The baseline does not cover the items addressed in 5.3 and 5.4.

### 5.3 Rate-Card Variations

Rate-card variations are agreed adjustments to the BAU service that fall within the operational scope of the contract but exceed or sit outside the BAU baseline. The rate-card covers, but is not limited to:

- out-of-hours coverage above the agreed contingency, including weekend or public holiday work;
- studio or single-camera content production beyond the included annual allowance;
- special events or coverage from venues outside the OBU's standard footprint;
- additional ad-hoc accessibility services beyond the BAU allowance;
- ad-hoc advisory or consultancy support of limited scope (typically below the project threshold defined in the contract).

Rate-card variations are commissioned by the Contract Manager through a lightweight request mechanism, with cut-off times and notice periods specified in the contract. Charges are calculated using the unit rates submitted by the tenderer in the Pricing Schedule. All rate-card requests are recorded in a Variations Log and reviewed at the Monthly Service Review. Rate card variations are not expected to be used on a regular basis; they are expected to be exceptional items, eg, US President to address a Joint Sitting of the Houses of the Oireachtas or a Committee Meeting taking place in Galway. See section 7 for examples of work that can be classified under rate-card variations.

### 5.4 Project and Advisory Work

Project and advisory (consultancy) work covers larger or more complex assignments that fall outside the BAU baseline, typically because they involve substantive change to systems, infrastructure, workflows or capabilities, or because they require dedicated planning and project management effort over an extended period.

Examples of project and advisory work include, but are not limited to:

- control room infrastructure upgrades or refresh;
- systems integration projects, including integration with Oireachtas digital parliament systems;
- integration of ASR or other AI-supported workflows into live production;
- resilience, business continuity and disaster recovery enhancements;
- major archive migration or transformation projects;
- development of new Oireachtas TV programme formats;
- strategic advisory assignments (for example, a core system migration).

Project and advisory work is commissioned through a defined work order procedure managed under the project governance framework set out in section 6.6. Each work order has a defined scope, deliverables, timetable, cost estimate, named contractor Project Manager and Contracting Authority sponsor, and acceptance criteria. Work orders are priced from the agreed rate-card (including project day-rates) and may include costs for third-party hardware, software or services where these have been agreed in advance.

## 5.5 Year 1 Transition Pricing Arrangements

The transition to a multi-skilled operator (MSO) model required under section 8.2 is a once-off structural change to the operating model and is not part of business-as-usual delivery. Its costs are therefore to be priced and reported separately from the Year 1 BAU baseline fee, and are not to be absorbed into it.

Tenderers must set out in the Pricing Schedule response a discrete, fixed set of costs for the planned transition in Year 1, separate from the annual baseline fee, supported by a breakdown that allows the Contracting Authority to understand how the figure has been arrived at. At a minimum, the breakdown should distinguish:

- the management and project-management effort required to develop and deliver the MSO Transition Plan described in section 8.2, including preparing the Plan for agreement within three months of the contract start date;
- the training and development costs of moving the inherited single-function workforce to multi-skilled operation, while full service continuity is maintained;
- any other non-recurring transition costs, such as temporary resourcing, change-management and staff-engagement activity, or specialist advisory input; and
- the phasing of these costs across the first contract year, aligned with the milestones in the MSO Transition Plan.

The Year 1 transition price is fixed and payable against the milestones and acceptance criteria in the agreed MSO Transition Plan. Recurring training and the ongoing operation of the MSO model following completion of the transition will fall within the BAU baseline (see section 8.3)

and are not separately chargeable.

## 5.6 Distinguishing BAU, Rate-Card and Project Work

The boundary between BAU, rate-card variations and project work is a critical operational concept under this contract. To assist Tenderers in appreciating the distinction between BAU and other activities, the following tests are offered:

| Step | Test                                                                                                                                                                                                                                                                        | If yes              |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1    | Is the activity needed to keep the agreed service and existing systems running, within the agreed sitting pattern and baseline volumes set out in section 4 (Parliamentary Calendar and Working Patterns) and section 7 (The Six Service Pillars)?                          | BAU baseline        |
| 2    | Or: Is it routine advisory, engineering advice or research provided under the responsibility of the Head of Engineering and Maintenance (whether delivered personally or through the on-site engineering team), with no defined deliverable, scope or end point of its own? | BAU baseline        |
| 3    | If no: is it the same kind of activity as BAU, but above the agreed baseline volume (for example additional rooms, additional hours, sittings or events beyond the baseline)?                                                                                               | Rate-card variation |
| 4    | If no: does it have a defined deliverable, scope, timetable and end point, requiring a work order and acceptance criteria?                                                                                                                                                  | Project work        |

The following table shows three examples:

| Example                                                                                                              | Category            | Pricing                                  | Reporting                             |
|----------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------|---------------------------------------|
| Live coverage during the typical sitting calendar; channel playout; routine maintenance; routine ingest and metadata | BAU baseline        | Included in fixed annual baseline fee    | Monthly Service Report                |
| Extra Saturday sitting; off-site conference in                                                                       | Rate-card variation | Additional -- per-unit rate-card charges | Variations Log within Monthly Service |

| Example                                                       | Category     | Pricing                                                                                                | Reporting                                                                                 |
|---------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| CCD                                                           |              |                                                                                                        | Report                                                                                    |
| IP workflow rollout;<br>archive migration; ASR<br>integration | Project work | Additional -- work<br>order priced from<br>rate-card / day-rates,<br>plus agreed third-<br>party costs | Project status<br>reporting via project<br>governance and/or<br>Monthly Service<br>Report |

## 5.7 Indexation and Pricing Provisions

Business-as-usual baseline costs are fixed for the full term of the contract in accordance with the Pricing Schedule and are not subject to indexation.

Rate-card fees will remain fixed for the first two years of the contract. Thereafter, on the anniversary of the contract commencement date, the rate-card fees may be adjusted in line with the percentage change in Ireland's Average Hourly Earnings (AHE) index. The applicable change will be based on the twelve-month period ending in the month immediately preceding the relevant review date, using the index for employees in *Publishing, Broadcasting, and Content Production and Distribution Activities*, as published by the Central Statistics Office (CSO) (see: <https://data.cso.ie/table/EHQ53>).

The CSO uses the [NACE Rev. 2.1 classification system for economic activities](#). Section J of this classification relates to *Publishing, Broadcasting, and Content Production and Distribution Activities* and is considered directly relevant to this contract.

Any annual indexation adjustment shall be capped at 5%. Where the AHE movement is negative, baseline business-as-usual costs will remain unchanged. Rate-card fees will remain unchanged. Indexation shall not apply to business-as-usual baseline costs or to project-specific charges.

The Contractor shall provide written notice of any proposed indexed cost adjustments at least thirty (30) days in advance of each review date. Such notice must be supported by evidence of the relevant AHE figure.

## 6 Contract Management and Governance

### 6.1 Governance Framework

A governance framework is required in this contract. It is designed to:

- ensure clear accountability for the day-to-day delivery of a no-fail, mission-critical service
- provide forums for joint planning of operating model changes, in particular the MSO transition

- enable timely and appropriate management of project and advisory work commissioned under section 5.4
- preserve and review editorial neutrality and procedural compliance at all times
- support continuous improvement and the longer-term modernisation of the service.

The framework distinguishes operational and strategic governance, with clear escalation routes between them. It also provides a dedicated forum for the MSO transition during the first contract year and a project governance forum for project and advisory work.

## 6.2 Roles and Responsibilities

**Contracting Authority side.** The following roles exercise governance responsibilities on behalf of the Contracting Authority.

- The Broadcast and Channel Manager acts as Contract Manager. The Contract Manager owns the relationship with the contractor, chairs operational and service review forums, and is the primary point of contact for the contractor.
- Two new civil service posts are planned for the OBU — a technology lead and a production/editorial lead — who will participate in the relevant governance forums alongside the Contract Manager.
- The Assistant Secretary for Parliamentary Information & Research Services and the Head of Communications exercise strategic oversight, including approval of significant operating model changes, the annual baseline budget, and approval of project work above €50,000.

**Contractor side.** Tenderers must propose the equivalent roles on the contractor side. The minimum expectation is:

- a named Account Director with overall accountability for the contract, who is the primary escalation point for the Contract Manager
- a Service Delivery Manager, on-site or otherwise routinely available, with day-to-day responsibility for operational delivery, rosters, incident management and service review reporting
- functional leads for each of the six service pillars, sized appropriately to the scale of the function
- a nominated Technical Lead with responsibility for the maintenance, lifecycle and cybersecurity of the broadcast and media systems within the OBU boundary
- a nominated Project Manager for each work order issued under 5.4.

The Contracting Authority reserves the right to approve key personnel changes during the contract term.

## 6.3 Governance Forums

The governance structure operates at two levels (operational and strategic), supplemented by a dedicated MSO Transition Planning Group during the first contract year and a project governance forum for project work.

| Forum                           | Frequency                           | Chair                                                    | Purpose / outputs                                                                                                                                                                                                        |
|---------------------------------|-------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Weekly Operations Meeting       | Weekly during sitting periods       | Service Delivery Manager (Contractor)                    | Review previous week's delivery; sitting day planning and look-ahead; incident debriefs and live issues. Outputs: minute, action log, two-week look-ahead.                                                               |
| Monthly Service Review          | Monthly                             | Broadcast and Channel Manager (Contracting Authority)    | Review monthly KPI report; risk register; change requests and Variations Log; project pipeline and status; progress against the MSO transition plan. Outputs: Monthly Service Report, updated risk register, action log. |
| Quarterly Strategic Review      | Quarterly                           | Broadcast and Channel Manager (Contracting Authority)    | Review contract performance, baseline pricing assumptions, project pipeline and any operating model changes. Outputs: Quarterly Strategic Review note.                                                                   |
| Annual Strategic Review         | Annually                            | Head of Communications (Contracting Authority)           | Review of contract-year performance, forward planning, multi-year refresh plan and any proposed major projects. Outputs: Annual Strategic Review Report.                                                                 |
| MSO Transition Planning Group   | Monthly during Year 1               | Contract Manager (Contracting Authority)                 | Oversight of the MSO transition plan, milestones, risks and staff engagement. Reports into the Annual Strategic Review.                                                                                                  |
| Project Steering Group          | Per project, proportionate to scale | Contracting Authority Sponsor of the project             | Oversight of individual project work orders above the agreed threshold; status, risk, change control, acceptance.                                                                                                        |
| Tech Roadmap / Innovation Forum | Six-monthly                         | Broadcast and Channel Manager / Account Director (joint) | Forward-look on technology roadmap, innovation pipeline, refresh planning and joint exploration of workflow improvements. Outputs feed the Annual Strategic Review.                                                      |

For each forum listed above, the contractor and the Contracting Authority will agree at mobilisation: the format (in-person, hybrid or online); expected duration; standing attendees and substitution arrangements; the pre-read circulation deadline (typically not less than three working days before the meeting); ownership of agenda and minutes; and a service level for closing out actions arising. Forum terms of reference will be agreed at mobilisation and reviewed at the Annual Strategic Review.

## 6.4 Service Levels and Performance Reporting

The broadcasting service operates in a no-fail, mission-critical environment. Any unplanned interruption to live parliamentary proceedings is highly visible and carries significant reputational consequences.

This contract will include Service Level Agreements (see Appendix 1G) covering maintenance requirements, support escalation procedures and hours of availability, together with Key Performance Indicators (see Appendix 1N) reported at the monthly service review meeting.

KPI data will be required to be captured and dynamically reported. Significant non-compliance must be brought to the attention of the Broadcast and Channel Manager promptly upon discovery. The KPIs in Appendix 1N focus on the outcomes that matter most – reliability, responsiveness, quality and security. A balanced approach to performance management and incentives will be applied, designed to align interests and encourage innovation rather than to transfer risk disproportionately to the contractor.

Where the Contracting Authority identifies sustained underperformance, the contractor will be required to enter a Performance Improvement Plan with defined remediation actions, owners and timelines, agreed at the Quarterly Strategic Review. The Performance Improvement Plan will set out root-cause analysis, corrective actions, success measures and the date by which performance is to be restored to the required level. A Performance Improvement Plan will be accompanied by a step-up in Contracting Authority oversight for its duration. Failure to achieve the agreed remediation may lead to escalation under the provisions of the contract.

## 6.5 KPI Framework and Dynamic Reporting Toolkit

Reporting under this contract operates at three cadences.

**Weekly reporting.** Operational reports generated automatically from the relevant systems, covering sitting day delivery, incident logs and any service availability events. Significant non-compliance with KPIs or service levels must be brought to the Contract Manager promptly upon discovery and not held until the next meeting.

**Monthly reporting.** A structured Monthly Service Report covering: KPI performance and Service Levels (Appendices 1N and 1G); incident analysis; risk and issue register; change request status; Variations Log under 5.3; project work in progress under 5.4; and the look-ahead to the coming month.

**Quarterly and annual reporting.** Consolidated performance, financial and strategic reports,

including progress on the MSO transition and on the multi-year capital and refresh plan.

KPI data must be captured and dynamically reported. The Contracting Authority will agree the precise content and format of each report at contract stage; the contractor is expected to bring tooling and templates to support efficient, accurate and timely reporting.

## 6.6 Project Management Framework

Project and advisory work commissioned under section 5.4 is managed through a defined project management framework. Each work order includes:

- scope of work, deliverables and acceptance criteria
- timetable and milestones
- cost estimate based on the agreed rate-card, including any third-party costs
- named contractor Project Manager and Contracting Authority Sponsor
- reporting cadence
- risks and dependencies
- change control procedure for variations within the work order.

Project work is reported through the Monthly Service Review. Projects above an agreed threshold are governed through a dedicated Project Steering Group with terms of reference proportionate to project scale and risk. The Contracting Authority expects the contractor to apply recognised project management standards (for example, PRINCE2, PMI or Agile as appropriate to the project) and to bring its own templates, tooling and disciplines to bear.

## 6.7 Change Control

A formal change control procedure governs any change to the scope, baseline or operating arrangements of the contract. The procedure clearly distinguishes:

- Minor BAU adjustments — managed within the Weekly Operations Meeting and recorded in the action log.
- Material changes to the BAU baseline — including changes to staffing levels, scope of services, service hours or service levels — evaluated at the Monthly Service Review and approved by the Contract Manager.
- Strategic changes — including changes to the operating model, the commercial framework or the MSO timetable — requiring Strategic Review approval and, where appropriate, Houses of the Oireachtas Management Board approval.

All changes are recorded in a Change Register maintained by the contractor and reviewed at the Monthly Service Review. Contractually significant changes are progressed through the contract change procedure specified in the contract.

## 6.8 Risk Management

The contractor must maintain a Risk Register reviewed at each Monthly Service Review and aligned with the Houses of the Oireachtas Service risk management approach (relevant elements of which will be shared on mobilisation). The register must cover operational, technical, cybersecurity, staffing, supply chain and project risks. Significant risks are escalated to the Quarterly Strategic Review.

## 6.9 Day-to-Day Engagement and Stakeholder Coordination

The Service Delivery Manager will maintain an on-site presence in Leinster House on sitting days and at such other times as required by the service. The Account Director will visit at a frequency agreed with the Contracting Authority, and not less than monthly. Direct interaction between contractor staff and Members of the Houses or procedural staff during proceedings will follow the protocol agreed at mobilisation. The contractor will maintain a stakeholder map covering, at a minimum: the Broadcast and Channel Manager and the Broadcasting Unit; the Sound Service Provider and the ICT Unit; the Debates Office and the Communications Unit; downstream broadcasters; and captioning, transcription and Irish Sign Language interpreting suppliers. Coordination arrangements with each will be reviewed annually.

## 6.10 Audit and Assurance

The Contracting Authority reserves the right, on reasonable notice, to audit the Contractor's operational and rate-card records strictly relating to this contract to verify compliance with its terms and accuracy of charges. Cybersecurity audit requirements are addressed separately at 10.1. The contractor will, if requested, support an annual independent assurance review, the scope of which will be agreed at the Annual Strategic Review and the cost of which is borne by the Contracting Authority unless otherwise agreed. Material findings will be addressed through the Performance Improvement Plan process described in section 6.4.

## 6.11 Knowledge Management and Documentation

The contractor will maintain a set of documented operational processes and records covering, at a minimum: standard operating procedures and runbooks for each pillar of the service; configuration and asset registers; the change register; training and development records; the risk register; Business Continuity and Disaster Recovery plans; and archive and metadata catalogues. The documentation set will be held in a location accessible to the Contracting Authority, refreshed on a defined cycle and on any material change, and made available for inspection on request. The complete documentation set forms part of the deliverables transferred at exit.

## 7 The Six Service Pillars

The contracted broadcasting service is structured around six integrated service pillars. Sections 7.1 to 7.6 describe each pillar in turn, covering both the current state of the service and the requirements for the future service. Together these sections constitute the core of the service specification.

The six pillars are: (1) Live coverage of chambers and committees; (2) Oireachtas TV linear channel operations; (3) Media asset management and archive; (4) Content production, post-production and distribution; (5) Technical support, maintenance and development; (6) Access and accessibility services.

### 7.1 Pillar 1 - Live Coverage of Chambers and Committees

This is the core operational function of the televised facilities service. Fixed and remotely operated PTZ cameras, microphones and control rooms capture proceedings from the Dáil, Seanad and multiple committee rooms, including concurrent sittings. All plenary sittings of Dáil Éireann and Seanad Éireann, and all public Oireachtas committee meetings, are covered. Compared to other parliaments, the Houses of the Oireachtas provides some of the most comprehensive coverage of any national legislature in that all public committee meetings are recorded and broadcast. Coverage extends to set-piece and ceremonial events, special sittings and other parliamentary business as required.

In each OBU gallery (control room) three operational positions produce a captioned video and audio output: the Caption/Sound/Metadata Operator, the Vision Mixer/Director, and the Camera and Technical Control Operator. The Caption/Sound/Metadata Operator is a combined role with equal responsibility for captioning the output, monitoring audio and logging all metadata. The control room is a combined vision and audio facility with a single linear operations desk. There are six galleries/control rooms in total.

Day schedules, running orders and witness names are delivered to each control room by the OBU team via the Live OS (NetOn) system, an IP- and software-based solution integrated with existing SDI technology, introduced in 2024. Live OS can be updated dynamically throughout the day. Graphics — including the weekly schedule and speaker details — are received via API to the Live OS system.

Under the current arrangements, the Dáil chamber is staffed at a maximum of four operators, the Seanad chamber at a maximum of three operators, and committee rooms with two operators per room, with single-function roles for vision mixing, audio/captions and camera/technical control.

All coverage must comply with the Standing Orders of Dáil Éireann and Seanad Éireann and with the Rules of Coverage (see Appendix 1H). The operator in each gallery is responsible for all operational aspects of the production and ensures that broadcasts reflect the Rules of Coverage at all times. During voting and at other times when chambers are in closed session, audio feeds are muted by the Audio Service Provider. In committee rooms, a Private button activated by the Committee Clerk automatically prevents audio being sent to the OBU; the

Sound Operator acknowledges this status via a Privacy Acknowledge button in each gallery. Staff are required to receive annual training on the Rules of Coverage.

Production output is required to comply with the technical and quality standards set out in Appendix 1D, including a minimum picture quality grading of ITU-R BT.500-11 Grade 4 for new productions and Grade 3 for archive re-use material, conformance with BT.709 (HD) and BT.2100 (HDR) colour standards where applicable, and compliance with EBU R-128 audio loudness requirements.

**Future service delivery model.** Coverage of all plenary sittings and all public committee meetings is a baseline requirement of the new contract and is delivered through the BAU baseline fee (see section 5.2). Under the new contract this pillar must transition to delivery by a stable core team of multi-skilled operators (MSOs) capable of working across adjacent production functions — vision mixing, audio, camera operation, graphics and logging — rather than in single-function roles. The MSO model is to be in place within twelve months of contract commencement (see section 8). Staffing levels must accommodate the peaked demand profile set out in section 4.3, with full-time and part-time operators deployed flexibly across rooms as parliamentary activity requires, and with reduced reliance on ad-hoc freelance labour as a primary means of meeting peak demand. Senior full-time staff are expected to retain sufficient operational expertise to provide occasional cover in control room and other production roles when required.

## 7.2 Pillar 2 - Oireachtas TV Linear Channel Operations

The Oireachtas TV channel is a recognised public service broadcaster under the Broadcasting Act 2009, regulated by Coimisiún na Meán. It is distributed on five linear television platforms: Sky Ireland (satellite, approximately 659,000 TV homes); Virgin Media (cable, approximately 267,000 TV homes); Saorview (digital terrestrial, approximately 214,000 TV homes); eir Vision (IPTV, approximately 80,000 TV homes); and Vodafone TV (IPTV, approximately 65,000 TV homes). Total linear reach is approximately 1.28 million of Ireland's 1.77 million television-using households.

The channel operates 24 hours a day. During sitting periods it schedules approximately 40–45 hours of live coverage per sitting week, with replay programming filling non-live hours. Playout operations ensure accurate scheduling and transmission of content, correct captioning and prompt resolution of technical issues.

Permanent fibre optic connections carry feeds from OBU to RTÉ Donnybrook, Virgin Media TV and Vodafone IPTV. An internal RF network distributes content across the Oireachtas campus. Domestic broadcasters (RTÉ, Virgin Media, TG4) and occasionally international broadcasters (BBC, Sky and others) make use of live content via permanent circuits terminating in the OBU.

Live streaming and video-on-demand (VOD) are provided via the oireachtas.ie website and the Oireachtas app, and are managed by the Web Team. The broadcast contractor's role in relation to online delivery is to provide broadcast-quality contribution feeds to encoders and to deliver VOD files for web publication. Day-to-day streaming platform operations — player management, analytics and content upload — are managed by the Web Team and are outside

the scope of this contract.

Channel playout, transmission management and 24-hour channel operations form part of the BAU baseline (see section 5.2).

### **7.3 Pillar 3 - Media Asset Management and Archive**

All public parliamentary proceedings are recorded and archived. Both clean feeds (the main audio/video mix without captions) and dirty feeds (the same mix with captions and graphics) are archived. The archive is a record of constitutional and democratic significance and its integrity and long-term accessibility are treated as essential service requirements.

Files are named using a time-based naming convention. The current archive uses Avid Nexis online storage and a Spectra Logic LTO8-based offline archive, installed in 2018, replacing an earlier Sony system. An off-site physical copy provides a third tier of redundancy. The digital archive dates from 2000 and grows by approximately 2,450 hours per year, with a minimum retention standard of ten years applied to all content.

Metadata logged to the archive includes all start and end times of Members' and witnesses' verbal contributions, room numbers, committee names, agenda item and business information, and procedural information (for example, Second Stage, Motion). This metadata supports retrieval requests from broadcasters, Members and the Debates Office.

Daily archive activity includes the automatic ingest of at least 20 hours of content per sitting day, metadata entry covering 100–150 tagged segments per day, quality control of all ingested content, proxy generation for web and mobile access, and processing of approximately 5–10 archive retrieval requests per day. The Engineering function, operating from the C.A.R., is responsible for ensuring all meetings are recorded and stored to the archive. Routine ingest, metadata, quality control, proxy generation and retrieval form part of the BAU baseline.

In addition to the live digital archive, the contractor will assume responsibility for the existing legacy archive of approximately 194,000 hours of audiovisual content held across mixed media (videotape, DTF-2, LTO-4 and LTO-8), the digitisation and migration of which is ongoing. The current active LTO-8 estate holds approximately 2,848 TB of data across 333 tapes, representing approximately 123,800 hours of footage.

Detailed archive throughput volumes, recall figures, external requests and the migration position are set out in Appendix 1F.

Any major archive migration or transformation initiative will be treated as project work under 5.4.

## 7.4 Pillar 4 - Content Production and Post-Production

Ancillary programming for Oireachtas TV is a core part of the work of the OBU. It includes a range of recurring and commissioned strands, eg, programmes such as Oireachtas TV Studio Debates, *In Focus* and *Around the Houses*, documentary projects and episodic programming such as *Perspectives*. The incumbent contractor currently assigns a full-time team of two director/editor/camera operators and two assistant producers to content production, supported by the wider engineering and management staff of the contractor. This gives an indication of the level of resource historically deployed against the volume of activity described below.

The contractor also provides coverage of special events and visits, both in Leinster House and on location, including press conferences, committee report launches, symposiums, public engagement events, visiting dignitaries and lectures. The contractor processes valid requests from users — including Members, and recognised national and international broadcasters — for copies of content from the archive, and packages broadcast content for partner organisations such as the European Parliament and the Parliamentary Assembly of the Council of Europe.

The content production team works to the Broadcast and Channel Manager to deliver long-form ancillary programme content for Oireachtas TV alongside short-form interstitial material for distribution across TV, social media and online channels of the Houses of the Oireachtas. The team is expected to deliver a varied and technically diverse slate of content within the BAU Baseline fee and to use existing resources wherever possible. Where extra resources are required, they must source high quality and good value freelance talent via rate-card, and with reputable sub-contractors when specialised or large volume services are needed.

The figures outlined below are based on an analysis of programming delivered under the 2020-25 contract. They should not be taken as a definitive list of future activity given production requirements are reactive to the changing needs of the Parliament, eg, there may be fewer or more State Visits to the parliament or fewer or more major set-piece events during a Dáil term.

Similarly, the volume of BAU Baseline content production may not be limited to the figures below. Two documents dealing with the development of long-form and short-form programming within OBU are provided in Appendices 1K and 1L and these will form the basis of OBU's content production strategy over the next five years. Regular and open engagement with the Broadcast and Channel Manager on the volume of production undertaken within the BAU baseline and via the rate-card will be a key feature of the contract.

Production activity can be understood in three commercial layers, aligned with the framework in section 5.

### 7.4.1 BAU Baseline Content Production

- High-volume, repeatable production
- Delivered within BAU scope

- Typically 70-80 production events annually
- Does not typically generate additional fees

Content delivered within the **BAU baseline** includes (but is not limited to) the following:

|                                   | Indicative annual volume | Description                                                                                                                |
|-----------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------|
| EU content                        | ~25                      | EU Parliament plenary debates downloaded, topped and tailed, and played out on the channel                                 |
| Small events and edit-only events | ~15                      | EFP shoots and/or edits, typically in the Leinster House environs, supporting public engagement or internal communications |
| Interview shoots and edits        | ~15                      | Location interviews used as VT inserts in the monthly studio programme                                                     |
| Around the Houses                 | ~9                       | Monthly hour-long procedural highlights programmes (archive based with VT links)                                           |
| The Chair                         | ~6                       | Studio-based series of interviews with the Chairs of Parliamentary Committees                                              |
| Committee Report launches         | ~8                       | EFP shoots and edits supporting the launch of Committee Reports                                                            |

#### 7.4.2 Conditional / Enhanced Content Production

- Moderate-volume productions with variable complexity
- Additional costs may arise under defined conditions (e.g. offsite filming, extended crew, technical requirements)
- Typically 15-20 productions annually
- To be priced separately via a structured rate card (approval required)

While it is expected that the contractor will do its utmost to produce content from within existing resources, at times, for reasons of expertise, availability, location or scheduling, internal staff may have to be reassigned, or sub-contractors hired, to complete productions. Subject to the approval of the Broadcast and Channel Manager the contractor will be permitted to charge within the structured rate card for these supplementary resources.

Content delivered as **Conditional/Enhanced work** includes (but is not limited to) the following:

|                                | Indicative annual volume | Description                                                                                                                                       |
|--------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| EU content                     | ~3                       | EU Parliament debates requiring reassignment of resources                                                                                         |
| Interview shoots and edits     | ~3                       | Location interviews for use in monthly studio show, depending on internal staff availability                                                      |
| Small events                   | ~5                       | Requiring more resources than usual for a small event, eg, provision of multi camera feeds and engineering resources for streaming staff meetings |
| Training/Informational Content | ~5                       | Training or information videos, requested by internal business sections, for use on Oireachtas website                                            |

### 7.4.3 Rate-Card / High-Cost Content Production

- Low-volume but resource-intensive productions
- Includes large events and studio productions
- Represents the primary driver of annual cost variation
- To be priced separately via a structured rate card
- Typically 20-30 productions annually

This category covers low-volume, resource-intensive productions involving significant freelance or sub-contractor input. The contractor will be expected to provide an overall quote for each event, sourcing freelance expertise, front of camera talent and engaging with production companies for quotes.

Content delivered as **Rate-Card/High-Cost work** includes (but is not limited to) the following:

|                          | Indicative annual volume | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Major events             | ~9                       | Large live parliamentary set-pieces with outside broadcast add-ons and studio wraparounds, multi-camera public engagement events recorded-as-live for deferred broadcast, and the provision of broadcast feeds for live-streamed international conferences. Examples include the First Day of a New Dáil, Budget Day, State Visits, Joint Addresses to the Houses, the Speaker's Conference and the Bravery Awards.                                                                                                                                                                                              |
| Monthly studio shoots    | ~10                      | <i>In Focus</i> studio programmes recorded as-live for deferred broadcast. The contractor provides editorial and production supervision as part of BAU, with studio and technical roles (Production Assistant, Floor Manager, EVS Operator, Sound Operator) and on-screen talent sourced through the rate-card.                                                                                                                                                                                                                                                                                                  |
| Commissioned programming | ~5                       | Bespoke programming requiring knowledge of parliamentary procedure and sensitivity to the protocols of filming on the Leinster House campus, commissioned directly from the contractor on the basis of a quote supported by the rate-card. The Broadcast and Channel Manager engages directly with the contractor and acts as Executive Producer for each production. Content within this strand is diverse and has included in-person seminars recorded as-live, documentary programming and episodic interview shows; recent examples include <i>Restoration</i> , <i>Seanad 100</i> and <i>Perspectives</i> . |

Content production is governed by the Rules of Coverage and Technical Standards set out in Appendices 1H and 1D respectively. Ancillary content is delivered to the following interface points: the live Oireachtas TV channel; the video-on-demand endpoints managed by the Web Team; the Oireachtas Social Media Team; and recognised domestic and international broadcasters as required.

Examples of [Oireachtas TV programmes](#) can be viewed on the Oireachtas.ie website.

## 7.5 Pillar 5 - Technical Support, Maintenance and Development

The Televised Facilities Contractor provides first- and second-line technical support and basic maintenance — planned and unplanned — on all equipment, systems and facilities used in connection with televising, archiving, recording and transmission. Third-party equipment located within the OBU is the responsibility of the respective third party, though the OBU facilitates third-party installations and testing.

The Contracting Authority's preference is for first- and second-line technical and engineering support to be delivered in-house by the Contractor's permanent on-site team under the Head of Engineering and Maintenance. Third-party Service Level Agreements are reserved for original-equipment-manufacturer support, parts and specialist work, and are managed by the Contractor.

Within four weeks of contract commencement, the Televised Facilities Contractor is required to assess all contract maintenance arrangements and provide findings and recommendations.

The Contracting Authority publishes indicative 3-, 5- and 10-year capital spending plans for the equipment estate, against which the Contractor is expected to advise on lifecycle replacement, refresh priorities and obsolescence risk. These plans are reviewed at the Quarterly Strategic Review and underpin the Asset Register (Appendix 1E) which is updated on a regular basis.

Beyond BAU, this pillar also encompasses collaboration with suppliers, installers and systems integrators on delivery of larger technology initiatives — including control room upgrades, updates to the IP-based workflow implementation, systems integration and resilience enhancements. These initiatives are commissioned and funded through the project work mechanism described in section 5.4, and examples are provided in section 7.5.2 below.

Lifecycle planning and refresh strategy under this pillar are expected to support the longer-term transition towards a fully IP-based production environment.

Technical support, maintenance and development can be understood in two commercial layers, aligned with the framework in section 5.

### 7.5.1 BAU Baseline Support

- Routine operational engineering and maintenance
- Routine advisory and engineering advice
- Research

#### Examples

Continuous channel monitoring covering video and audio defects (including video freezes, black or flashing frames, pixelation and audio clicks, chirps and dropouts), with thresholds and escalation procedures set out in Appendix 1D.

|                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provision of first- and second-line technical and engineering support                                                                                                                                                                                                                                             |
| Preparation of an annual maintenance budget                                                                                                                                                                                                                                                                       |
| Production of 3-year, 5-year and 10-year spares and maintenance plans                                                                                                                                                                                                                                             |
| Maintenance of a Maintenance Management System (MMS) that tracks the fixed asset register, planned and unplanned maintenance activity and software/firmware release version management                                                                                                                            |
| Sourcing, supply and accounting for technical consumables and spare parts                                                                                                                                                                                                                                         |
| Acting as the Contracting Authority's agent in the management and supervision of third-party Service Level Agreements (including fault triage, scheduling of preventive maintenance, invoice review and annual budget input), as set out in Appendix 1G.                                                          |
| Design and reporting on scheduled system maintenance testing on a weekly and monthly basis.                                                                                                                                                                                                                       |
| Provision of engineering advice for small and large televised events, research and advice on minor projects, advisory input to the planning of major projects, technical input to procurement documentation, and working with the Broadcast and Channel Manager to prepare the 3-5-10 year capital spending plan. |

### 7.5.2 Project Work

- Non-BAU work with a defined deliverable, scope, timetable and end point

#### Examples

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| Control room infrastructure upgrades or refresh                                                |
| Systems integration projects, including integration with Oireachtas digital parliament systems |
| Integration of ASR or other AI-supported workflows into live production                        |
| Resilience, business continuity and disaster recovery enhancements                             |
| Major archive migration or transformation projects                                             |
| Strategic advisory assignments (for example, a core system migration)                          |

## 7.6 Pillar 6 - Access and Accessibility Services

Oireachtas TV, like other television broadcasters, has [access obligations](#) under Section 46O(5) of the Broadcasting Act 2009 and regularly engages with the broadcasting regulator, Coimisiún na Meán, who sets three-year targets for accessible programming. Our current three-year cycle runs to the end of 2027 and has targets of 20% of annual programming to be made available with subtitling and 22% of annual programming to include ISL interpretation. The OBU regularly exceeds these targets. Current engagement with Coimisiún na Meán indicates that targets beyond 2027 are likely to be higher.

ISL interpretation is produced in the dedicated basement studio (TV Studio 2, Kildare House), which was purpose-built to support ISL coverage. The contractor works with the Houses of the Oireachtas Service's two in-house ISL interpreters to produce interpretation outputs for Oireachtas TV. ISL co-ordination at the volumes required to meet Coimisiún na Meán access targets forms part of the BAU baseline.

While the provision of subtitling is a production function, responsibility for it currently lies with the transmission operators in the TX Room, who use Audimus and Wincap software to produce up to 20,000 minutes of subtitled programme files per year. This includes procedural items of business – Leaders' Questions, Taoiseach's Questions, Priority Questions, Topical Issues and Commencement Matters – together with deferred programming such as *Around the Houses*, *In Focus* and documentaries. Subtitling co-ordination at the volumes required to meet Coimisiún na Meán access targets forms part of the BAU baseline.

The ICT Unit and the Debates Office are currently working on an Automated Speech Recognition (ASR) project which may provide outputs for live subtitling – a completion date is not yet available for this project. The integration of ASR outputs into live production, when available, will be treated as project work under 5.4.

## 7.7 Equipment and Asset Register

The Oireachtas Broadcasting Unit operates from Kildare House and across the Leinster House campus. All hardware, equipment and systems used to support and deliver broadcasting services are owned or licensed by the Houses of the Oireachtas Service. Any equipment acquired by the contractor on behalf of the Contracting Authority during the contract period remains vested in the Contracting Authority. An equipment list is provided in Appendix 1A and a full asset register is provided in Appendix 1E.

The OBU's functional areas are spread across two interconnected locations. The production and technical infrastructure in Kildare House includes seven control room galleries, a Central Apparatus Room (C.A.R.), two TV studios each with an associated gallery, an Archive Rack Room, the Oireachtas TV transmission control rooms and a production office. TV Studio 2, located in the Kildare House basement, was purpose-built to support ISL interpretation coverage. An IT server room is located in the LH 2000 building on the Leinster House campus. Oireachtas TV transmission equipment is also maintained at third-party locations and outside broadcast points are available within the campus.

The two chambers and four committee rooms in Leinster House are equipped with fixed and remotely operated PTZ cameras, microphones and associated AV infrastructure, connected to the Kildare House control rooms via copper and optical fibre interconnects.

Key systems currently in operation include:

- Avid Nexis online storage;
- the Spectra Logic LTO8-based tape archive (installed 2018);
- the Live OS (NetOn) IP-based production management system (introduced 2024);
- fibre connections to RTÉ Donnybrook, Virgin Media TV and Vodafone IPTV; and
- an internal RF distribution network across the campus.

The Contracting Authority operates a cloud-first ICT strategy in line with the Public Service ICT Strategy.

Satellite distribution arrangements include a documented procedure for handling annual solar outage windows, monitored and reported by the Televised Facilities Contractor and reflected in the channel availability KPIs.

## **8 Workforce, MSO Transition and TUPE**

### **8.1 Current Staffing Structure and TUPE**

The current televised facilities service is delivered using a workforce of 12 full-time year-round staff and 18 part-time, term-time gallery staff (PTTT) who are employees. As indicated in Appendix 1J – TUPE information this workforce is supplemented with additional operational resources.

The 12 full-time staff cover management and administration, maintenance and technical functions, and content production and channel operations. They form the backbone of the Televised Facilities Contractor's services across sitting and non-sitting periods, undertaking maintenance, archive, channel preparation, content production and project work.

The PTTT gallery crew are central to the broadcasting of live proceedings. They are deployed to staff the two chamber and four committee room galleries on sitting days. Under the current model, the Dáil chamber is staffed at a maximum of four operators, the Seanad chamber at a maximum of three operators, and committee rooms with two operators per room, with single-function roles for vision mixing, audio/captions and camera/technical control.

The European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE) are expected to apply to this contract. All 12 full-time staff and 18 of the part-time staff, being those who are employees of the incumbent service provider, are covered by TUPE. More information about employee eligible to transfer under TUPE arrangements is provided in Appendix 1J.

## 8.2 Mandatory Transition to a Multi-Skilled Operator (MSO) Model

International comparisons conducted as part of the 2026 review indicate that multi-skilled operation is now the prevailing standard in comparable parliamentary broadcasting environments. The MSO model trains operators to work across adjacent production functions — camera operation, vision mixing, audio, logging, captioning and basic system oversight — enabling more flexible and efficient deployment across chambers and committees. MSO-based staffing supports greater resilience, reduced reliance on freelancers and a more stable workforce.

The transition to an MSO-based operating model is a requirement of the new contract and the Contracting Authority requires the move to MSO operation to be completed within 12 months of contract commencement, with full service continuity maintained throughout.

**Starting position.** At the outset of the new contract the incoming contractor inherits the current role structures and staffing levels under TUPE (see section 8.1) and operates the service on the existing single-function basis. This protects continuity of service in the early period and provides a stable platform for the transition to a multi-skilled operator model.

**Future service delivery model.** Following the transition, the service is to be delivered by a stable, core team of multi-skilled operators capable of working across adjacent production functions rather than in single-function roles. Staffing levels must accommodate the peaked demand profile set out in section 4.3, with full-time and part-time operators deployed flexibly across rooms. Following planned technical updates/changes within galleries, the Contracting Authority expects committee room galleries to be staffed by a minimum of one MSO and Dáil/Seanad galleries to be staffed by a minimum of two MSOs. Reliance on ad-hoc freelance labour as a primary means of meeting peak demand should be reduced, and senior full-time staff are expected to retain sufficient operational expertise to provide occasional cover in control room and other production roles when required.

**Governance of the transition.** The MSO transition must be planned in a clearly structured and phased manner. An MSO Transition Plan must be devised — covering phasing and milestones, training, trade union and staff engagement, impact on contractor's staff, risk management and contingency — and must be agreed with the Contracting Authority within 3 months of the contract start date.

## 8.3 Training and Development

The Televised Facilities Contractor will maintain an Annual Training and Development Plan covering all operator and supervisory roles. The Plan will set out the competence framework for each role, refresher cycles for technical training or certifications, parliamentary procedure familiarisation, and cross-training arrangements to maintain cover during leave and peak demand. The Plan, including training and continuing professional development records, will be reported into the governance framework and reviewed at the Quarterly Strategic Review. The training investment required to deliver the Plan must be carried within the contractor's baseline cost and not charged separately. The Contracting Authority reserves the right to

inspect training records and to require additional training where competence gaps are identified.

## 8.4 Staff Support and Working Arrangements

The Televised Facilities Contractor will be responsible for rostering and working time arrangements for all staff assigned to this contract, including arrangements for late, weekend and recess sittings, and for on-call cover during live proceedings, ensuring compliance with the Organisation of Working Time Act 1997 at all times. Site access for all contractor staff will be governed by the security, badging, vetting, parking and dress code requirements of Leinster House and is subject to the access protocols of the Houses of the Oireachtas Service. The contractor must notify the Contracting Authority promptly of any matter likely to affect service delivery.

## 8.5 Key Personnel and Organisation

This contract involves a staffing solution delivered substantially by named contractor staff working in or in support of Leinster House. The Contracting Authority requires the Televised Facilities Contractor to identify the individuals proposed for the Key Personnel roles set out below, to commit to their deployment for a defined initial period, and to maintain continuity of these individuals throughout the contract as much as is possible.

The contractor shall propose a named individual, supported by a curriculum vitae, for each of the following Key Personnel roles:

- Account Director;
- Service Delivery Manager (on-site lead, Leinster House);
- Mobilisation and Transition Manager (covering the period from contract award through Mobilisation Complete sign-off);
- Head of Broadcast Operations;
- Head of Engineering and Maintenance;
- Accessibility Services Lead (covering subtitling, captioning and Irish Sign Language coordination);
- Cybersecurity Lead; and
- Quality and Compliance Manager.

[Note: These do not need to be unique individuals, a single staff member may be designated to more than one role.]

Named Key Personnel must be available from contract award and committed to the contract for a minimum continuous period of 6 months (the “Key Personnel Lock-in Period”). After the Lock-in Period, the contractor may propose a change to a Key Personnel role. Any proposed replacement must be of equivalent or higher calibre, supported by a curriculum vitae, and approved by the Contracting Authority before deployment.

The Contracting Authority further reserves the right to require the contractor to remove and replace any Key Personnel where, in its reasonable opinion, the individual is materially failing in the role or where the individual's performance of the role becomes impossible due to supervening circumstances such as where the individual's access is withdrawn in the public interest; the contractor will propose a replacement within an agreed timescale and at no additional cost to the Contracting Authority.

The contractor shall propose an organisation chart for the contract showing reporting lines and operational areas for the steady-state service following contract award. This should identify the on-site complement at Leinster House and any off-site or shared-service support.

## **9 Mobilisation, Transition-in and Exit**

### **9.1 Mobilisation and Transition-in**

The new contract is intended to take effect from 1 January 2027. The incoming Televised Facilities Contractor will be required to manage a structured transition from the current service provider. A transition-in and mobilisation plan will be required and must include the proposed timeline and key milestones; approach to TUPE and staff engagement; system familiarisation and knowledge transfer from the incumbent; risk identification and mitigation; and the service continuity arrangements required in section 9.2.

During the first 90 days of the contract, a Mobilisation Steering Group, jointly chaired by the Account Director and the Broadcast and Channel Manager, will meet at least fortnightly to oversee delivery against the mobilisation plan, manage transition risks and confirm readiness checkpoints. A defined stabilisation window will apply during this period, on terms set out in the contract, during which performance will be monitored against the Service Levels but formal Performance Improvement Plans will not be triggered other than for material failure. Exit from mobilisation will be subject to a Mobilisation Complete sign-off gate by the Contracting Authority, evidenced against the agreed acceptance criteria.

### **9.2 Service Continuity During Transition**

The parliamentary broadcasting service is no-fail. There must be no interruption to live coverage of chambers or committees, no loss of channel availability on Oireachtas TV, and no loss of integrity or accessibility of the archive at any point during the transition from the incumbent provider to the incoming contractor.

The transition-in plan required under 9.1 must demonstrate how service continuity will be preserved through mobilisation. As a minimum, the plan must:

- phase mobilisation activity around the parliamentary calendar, scheduling material changes into recess periods or other low-activity windows wherever practicable;
- retain the inherited single-function operating model and staffing structure (see section 8.2) for the duration of mobilisation, so that the MSO transition does not begin until the service is operating stably under the new contractor;

- identify the rollback position for each scheduled mobilisation activity that could affect live service, so that any activity that materially threatens service delivery can be reversed;
- confirm the required arrangements for residual support from the outgoing provider during the handover period, assuming they have the exit obligations outlined in section 9.3.

Where any aspect of the mobilisation plan is found, in operation, to put service continuity at risk, the contractor must pause the relevant activity, notify the Contract Manager and propose an alternative approach before resuming. Service continuity during mobilisation will be a standing item at the Mobilisation Steering Group.

### 9.3 Exit Plan and Handover Obligations

At the end of the contract period, the Televised Facilities Contractor will be required to support and assist with exit management and the potential transfer to a new contractor. This will require a structured plan for the handover of data, asset management information and documentation and knowledge transfer obligations.

Exit planning will commence not later than 12 months before the end of the contract term. An Exit Steering Group will be convened 9 months before contract end to oversee the exit plan, documentation handover, and knowledge transfer to any successor contractor.

## 10 Resilience, Security and Business Continuity

### 10.1 Cybersecurity within OBU Boundary

The Oireachtas Broadcasting Unit is responsible for capturing, recording and storing the visual record of the work of the national parliament. Loss of integrity or availability in the OBU could compromise the parliamentary record and undermine public trust in the institution. The contractor is expected to operate the broadcast and media systems within the OBU boundary to a security standard appropriate to an important public sector service.

Responsibility for enterprise network infrastructure and NIS2<sup>2</sup> compliance at infrastructure level within the Houses of the Oireachtas lies with the Oireachtas ICT Unit for elements within its control. Overall accountability for network and information security across the Service — including under the NIS2 Directive, once it is transposed into Irish law — rests at Management Board level and extends to the standalone OBU network. The contractor is responsible for the cybersecurity arrangements that apply to the standalone network within the OBU, including broadcast and media systems, supporting infrastructure, content stores and operational endpoints within the OBU boundary.

The NIS2 Directive has not yet been transposed into Irish law, and the Contracting Authority's

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<sup>2</sup> <https://digital-strategy.ec.europa.eu/en/policies/nis2-directive>

approach to it will continue to develop over time. The Houses of the Oireachtas Service is taking a phased, risk-based path toward NIS2 readiness, and the OBU network forms part of that overall scope. Over the term of the contract, the Contracting Authority and the contractor will work together to progress the cybersecurity arrangements for the OBU network so that they remain aligned with the Service's evolving NIS2 obligations as these take shape — including in relation to risk management, incident handling and resilience. This is intended as a collaborative and proportionate process informed by the risks to the service and the maturing organisational framework, rather than a fixed set of obligations at the outset, and progress may be reviewed at the Annual Strategic Review.

The contractor's cybersecurity arrangements should cover:

- information security management and certification to a recognised standard (for example ISO/IEC 27001)
- identity and access management, including least-privilege access and multi-factor authentication for administrative, remote and privileged access
- network, endpoint and infrastructure protection within the standalone OBU network, including segmentation, hardening, endpoint detection and an authoritative asset inventory
- vulnerability and patch management informed by industry practice
- annual independent penetration testing of the OBU network by an independent provider holding appropriate accreditation with reports shared with the Contracting Authority
- logging, monitoring and threat detection across in-scope systems, with appropriate alerting
- incident response and notification, including co-operation with the Houses of the Oireachtas Service ICT Unit, the National Cyber Security Centre (NCSC-IE), the Data Protection Commission and An Garda Síochána as appropriate
- business continuity, disaster recovery and cyber-resilient backup arrangements for critical broadcast functions
- data protection, encryption and cryptographic key management
- audit and assurance

Over the term of the contract, the Contracting Authority may wish to ingest relevant security logs from the OBU network into its Security Information and Event Management (SIEM) platform to support alert and incident monitoring by the ICT Unit's Security Operations Centre (SOC). Where the Contracting Authority elects to do so, the contractor will co-operate in making the necessary log sources and feeds available, with the scope, practical arrangements and any resourcing implications to be agreed with the Broadcast and Channel Manager.

The Contracting Authority reserves the right, on reasonable notice, to verify the Contractor's compliance with cybersecurity requirements, including through review of relevant

independent certifications or audit reports.

## 10.2 Business Continuity Planning

The contractor must maintain a Business Continuity Plan covering all critical broadcast functions, including live coverage of chambers and committees, Oireachtas TV channel playout and transmission and archive integrity. The Plan must recognise that the service operates in a no-fail, mission-critical environment in which any unplanned interruption to live proceedings is highly visible and carries significant reputational consequences.

The Business Continuity Plan must, at a minimum:

- identify the scenarios against which the service is to be made resilient, including (but not limited to) loss of the OBU in Kildare House, loss of interconnects between Kildare House and Leinster House, loss of a primary supplier or third-party service, sustained loss of key personnel, or cybersecurity incidents falling within 10.1;
- set out the alternative arrangements by which each critical function would continue or be restored under each scenario, including any reliance on the Business Continuity Link with Dublin Castle (noting its restricted availability until after 31 December 2026) and on other agreed standby capability;
- define the dependencies on the Houses of the Oireachtas Service, the Sound Service Provider and other third parties, and the co-ordination arrangements with each;
- identify the named roles responsible for invoking the Plan, for stand-down, and for communications with the Contracting Authority during a continuity event.

The Business Continuity Plan must be reviewed at least annually at the Annual Strategic Review, after any material change to the service or estate, and after any incident that invokes the Plan. The Plan, and any subsequent revisions, are subject to approval by the Contract Manager.

## 10.3 Disaster Recovery

Disaster recovery (DR) arrangements give effect to the Business Continuity Plan by providing the technical means of restoring the broadcast and media systems within the OBU boundary after a disruptive event.

The contractor must maintain a Disaster Recovery Plan covering, at a minimum:

- the priority order in which broadcast functions are to be recovered, recognising that live coverage of chambers and committees on a sitting day, and continuity of Oireachtas TV channel playout, are the highest-priority recovery objectives;
- Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) for each critical system, agreed with the Contract Manager and recorded in Appendix 1G;
- the cyber-resilient backup arrangements referenced in 10.1;

- failover, fallback and reduced-service workarounds for each critical system, including any reliance on the Business Continuity Link from Dublin Castle (subject to its restricted availability until after 31 December 2026).

The Disaster Recovery Plan must be tested at least annually, including at least one non-disruptive failover exercise of an in-scope critical system, with scenario and acceptance criteria agreed in advance with the Contract Manager. Results will be reported through the Quarterly Strategic Review.

Following any actual DR event, the contractor will produce a post-incident report covering chronology, root cause, business impact, recovery performance against RTO and RPO, and proposed corrective actions, within a timescale agreed with the Contract Manager.

## 10.4 Incident Response and Notification

The contractor must operate a documented incident management process covering detection, triage, containment, recovery, communication and post-incident review, aligned with recognised practice. The process must be agreed with the Contract Manager at mobilisation and reviewed annually.

The process must distinguish between:

- **operational broadcast incidents**, including any event that materially affects the quality or availability of broadcast output;
- **cybersecurity incidents**, which are handled under the arrangements in 10.1; and
- **major incidents** which includes any incident, whether operational or security-related, that interrupts a live sitting, takes Oireachtas TV off air, threatens the integrity of the archive, attracts external media attention, or otherwise warrants escalation to the Contracting Authority outside the routine reporting cycle.

Live-sitting incidents must be notified immediately to the Broadcast and Channel Manager (or nominee) via the out-of-cycle escalation route in 10.5. Other major incidents must be notified to the Broadcast and Channel Manager without undue delay and in any event within four hours of the incident being identified. Confirmed or strongly-suspected significant cybersecurity incidents must be notified without undue delay and in any event within 24 hours of detection, so as to allow the Contracting Authority to meet its own onward notification obligations, including under NIS2 once transposed. A written follow-up to any verbal notification will be provided within two working days, with a fuller written report to follow within seven working days or such other period as agreed with the Broadcast and Channel Manager. These baseline timeframes will be confirmed at mobilisation and may be refined as the Contracting Authority's incident-handling and NIS2 arrangements develop.

Onward notification to external bodies — including the National Cyber Security Centre (NCSC-IE), the Data Protection Commission, An Garda Síochána and Coimisiún na Meán — should be undertaken in co-operation with the Contract Manager, save where the contractor is independently obliged to do so by law. External communications relating to the service,

including any communications to Members, the media or the public, will be managed by the Houses of the Oireachtas Service Communications Unit; the contractor's role is to provide accurate and timely technical information to support those communications.

A post-incident report is required for all major incidents and for any other incident on request, covering chronology, root cause, business impact, response performance, lessons identified and proposed corrective actions. Reports are reviewed at the next Monthly Service Review; reports for major incidents are also reviewed at the next Quarterly Strategic Review.

## **10.5 Escalation and Dispute Resolution**

Issues that cannot be resolved at the operational level will be escalated to the Account Director. The Account Director will step in directly above the Service Delivery Manager where the issue is, in the reasonable view of the Contracting Authority, impacting on service delivery, contract performance or the wider relationship. During a live-sitting incident, an out-of-cycle escalation path will operate by direct contact between the contractor's on-call lead and the Broadcast and Channel Manager (or nominee), with a written follow-up within one working day. The Contracting Authority will respond to formal escalations from the contractor within five working days. Persistent or unresolved disputes will follow the dispute resolution provisions of the contract.

## **11 Innovation, Continuous Improvement and Sustainability**

### **11.1 Continuous Improvement Approach**

The Contracting Authority maintains a policy of seeking continuous improvements over the duration of the contract. The contractor is expected to proactively identify, evaluate and implement opportunities for improvement across quality, performance, process and workflow efficiencies, and innovative approaches. The Oireachtas is open to workflow and technology changes that deliver sustainable efficiency gains without undermining editorial or procedural requirements; the governance framework is designed to facilitate and support such developments.

### **11.2 Sustainability and Green Public Procurement**

As required by the Public Sector Climate Action Mandate, the Houses of the Oireachtas Service is continually endeavouring to be more waste- and climate-conscious. This obligation applies across all contracts and procurement activities.

### **11.3 Gain-Share and Efficiency-Sharing**

The Houses of the Oireachtas Service recognises that efficiencies and innovations identified during the contract term can deliver genuine value to both parties. Gain-share and efficiency-sharing arrangements, under which financial or service-quality benefits arising from continuous improvement or innovation are shared between the Contracting Authority and the supplier, are an established feature of managed service contracts and the Contracting Authority is open in principle to such arrangements during the term of this contract.

Where the contractor identifies a change that would reduce the cost of delivering the BAU baseline, or generate measurable productivity or quality gains, without diminishing service quality or compromising editorial neutrality or procedural compliance, the parties may agree to share the resulting benefit. Any gain-share or efficiency-sharing arrangement will be proposed and discussed through the Tech Roadmap / Innovation Forum or the Quarterly Strategic Review, agreed with the Contract Manager, and given effect through the change control procedure in 6.7.

## **Appendix 2: Pricing Schedule**

See *Appendix 2 Pricing Schedule.xls* attached

## Appendix 3: Tenderers' Statement

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

### Tenderers' Statement

TO: **The Houses of the Oireachtas Commission** (the "Contracting Authority") RE: Request for Tenders for the **Provision of Televised Facilities for the Houses of the Oireachtas**

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

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

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

|                                  |  |
|----------------------------------|--|
| Print name                       |  |
| Signed<br>(Authorised signatory) |  |
| Company                          |  |
| Address                          |  |
| Date                             |  |

## Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the **Provision of Televised Facilities for the Houses of the Oireachtas**.

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender (the “Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled **Provision of Televised Facilities for the Houses of the Oireachtas** published by the **Houses of the Oireachtas Commission** (the “Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
  - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
  - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
  - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
  - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European

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Parliament and of the Council.

- f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. **[Click here and insert name of entity]:**
- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
  - b. has carried out the preparation of the Tender independently.
4. **[Click here and insert name of entity]:**
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, or collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. is not guilty of grave professional misconduct.
  - d. has not entered into agreements with other economic operators aimed at distorting competition.
  - e. is not aware of any conflict of interest due to its participation in the Competition;
  - f. has not had any prior involvement in the preparation of the Competition;
  - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
  - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the

Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [\[Click here and insert name of entity\]](#) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [\[Click here and insert name of entity\]](#) relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

### Signature of Declarant

Declared before me by [Click or tap here to enter text.](#) who is personally known to me (or who is identified to me by [Click or tap here to enter text.](#) who is personally known to me) or\*

[Click or tap to enter a date.](#)

(signed): [\[Insert Signature\]](#)

Practising Solicitor/Commissioner for Oaths

\* Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act 1938, as amended.

## Appendix 5: Services Contract

The Houses of the Oireachtas Commission

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Televised Facilities for the Houses of the Oireachtas

This Agreement is made on the **[Date E.G., 2nd] Day of [Month] 20[Year]** between:

The Houses of the Oireachtas Commission, of Leinster Houses, Kildare Street, Dublin 2, D02 XR20 (the “Client” and described in the RFT as the “Contracting Authority”); and

**[Contractor's full legal name]**, of **[address]** (the “Contractor”)

(each a “Party” and together the “Parties”).

Whereas:

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

It is hereby agreed as follows:

- 1.** This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
  - i. This Agreement and Schedules A to E attached hereto;
  - ii. The RFT, including, subject to point i., the Appendices to it and the support documents Appendices 1A to 1Q inclusive;
  - iii. The Submission.
- 2.** The Contractor agrees to provide the Services described in Schedule B “the “Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (the “Specification”).
- 3.** Subject to the terms and conditions of this Agreement, the Client agrees to pay to Contractor the charges as stipulated in Schedule C (the “Charges”). The Charges are

exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5.1 This Agreement shall take effect on the date of this Agreement (the "Effective Date") and shall expire, subject to Clause 5.2, on **31 December 2030**, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated, and the interval between the Effective Date and the termination of the Agreement (including any extension to it) for whatever reason is the "Term".

5.2 The Client reserves the right to extend the Term for a period or periods of up to **twelve (12)** months with a maximum of **one (1)** such extension permitted subject to its obligations at law, and, where the context admits, the definition of "Term" will then be varied accordingly.

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

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

**Signed for and on behalf of the Client  
(being a duly authorised officer)**

**Signed for and on behalf of the Contractor**

Name [Complete fields]

Name [Complete fields]

Signature [Complete fields]

Signature [Complete fields]

Witness name [Complete fields]

Witness name [Complete fields]

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 Witness signature [Complete fields]

 Witness signature [Complete fields]
 

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## Schedule A: Terms and Conditions

### 1. Contractor's Obligations

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

- D.** Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E.** During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, or fiduciary or other relationship between the Parties, or any combination of the foregoing, for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F.** The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G.** The Contractor agrees that any information relating to this Agreement or to the performance of this Agreement or to both the Agreement and its performance may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H.** The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I.** In the case of public procurement procedures which are subject to an IPI measure

within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

- i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
- ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
- iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
- iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

## 2. Key Personnel

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

## 3. Payment

- A.** Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:
  1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules or

operational protocols in place pursuant to clause 10A from time to time or any combination of those milestones, schedules or protocols;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
  3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice or to the Services or to both the invoice and the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
  4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C.** The European Communities (Late Payment in Commercial Transactions) Regulations 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D.** Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E.** The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F.** The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so

acknowledges and confirms.

#### 4. Warranties, Representations and Undertakings

- A.** The Contractor acknowledges, warrants, represents and undertakes that:
- 1.** it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
  - 2.** it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
  - 3.** it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, and social and environmental protection, and is capable of assuming and fulfilling those obligations;
  - 4.** it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
  - 5.** it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
  - 6.** the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
  - 7.** it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
  - 8. Not Used**
  - 9.** it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
  - 10.** the Client shall be under no obligation to purchase any minimum number or value of Services.
- B.** The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements,

representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

## 5. Remedies

- A.** The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B.** Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6G, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C.** Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D.** Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E.** Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6G (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the limit of indemnity as applying under Contractor's relevant insurances under this agreement regardless of claims.
- F.** If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due (the "Retention Amount") which Retention Amount shall not at any given time exceed 10 per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G.** Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.
- H. Not Used**

## 6. Intellectual Property

- A.** Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights, copyright rights, and related/neighbouring rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B.** Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for the Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C.** All IPR title and interest in all reports, data manuals or other materials or any combination of any of the foregoing (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively the "Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in the Contractor in respect of the Materials to the Client absolutely.
- D.** The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E.** The Contractor shall waive or procure a waiver of any moral rights subsisting in

copyright produced under or in performance of this Agreement.

- F.** Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G.** The Contractor shall ensure that all and any necessary consents or licences or both for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

- (i) procure the necessary rights for the Client to continue use;
  - (ii) replace the relevant deliverable with a non-infringing equivalent;
  - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
  - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H.** Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

## **7. Confidentiality**

- A.** Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from

their participation in this Agreement (“Confidential Information”) and shall not disclose same to any third party except to: -

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority with whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

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

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

**C.** The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

**D.** In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

**E.** The terms of this clause 7 shall survive expiry, completion or termination for

whatever reason of this Agreement.

## **8. Force Majeure**

- A.** A “Force Majeure Event” means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B.** In the event of any failure, interruption or delay in the performance of either Party’s obligations (or of any of them) resulting from any Force Majeure Event, that Party (the “Affected Party”) shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
  2. the anticipated delay in the performance of obligations;
  3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C.** If the Force Majeure Event continues for 20 calendar days either Party may terminate at 14 days’ notice.
- D.** In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

## **9. Termination**

- A.** This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six (6) months written notice to the Client.

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- B.** Either Party shall have the right (in addition to its rights under clause 9A and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
  2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
  3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
  4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C.** The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
  - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D.** Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E.** If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client (“Employment Information”). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term (including where the Term is foreshortened by early termination of this
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Agreement for whatever cause).

## 10. Contract Management

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

## 11. Disputes

- A.** In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B.** The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to the Broadcast and Channel Manager within the Client respectively.
- C.** If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

- D.** If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch, to appoint a mediator.
- E.** Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights or liabilities or both of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his or her appointment.
- F.** The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G.** For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a Dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

## **12. Governing Law, Choice of Jurisdiction and Execution**

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

## **13. Notices**

- A.** Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B.** All notices shall be deemed to have been served as follows:
  - 1. if personally delivered, at the time of delivery;
  - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email, on the next calendar day following transmission.

#### **14. Assignment and Subcontract**

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

#### **15. Entire Agreement**

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

#### **16. Severability**

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

#### **17. Waiver**

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

#### **18. Non-Exclusivity**

Nothing in this Agreement shall preclude the Client from purchasing services (or Services)

from a third party at any time during the currency of the Agreement.

## **19. Media**

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

## **20. Conflicts, Registrable Interests and Corrupt Gifts**

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

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## 21. Access To Premises

- A.** Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B.** The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

## 22. Equipment

- A.** Subject to Section 7.7 of the Requirements and Specifications in Appendix 1 to the RFT, the Contractor shall provide the equipment and materials necessary for the provision of the Services ("Equipment").
- B.** All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, any loss or damage caused by, or any damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C.** The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D.** The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
  - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
  - ii. replace such item with a suitable substitute item of Equipment.
- E.** On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## 23. Non-Solicitation

- A.** For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer

employment to any of the other Party's employees without that other Party's prior written consent.

## 24. Change Control Procedure

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

## 25. Data Protection and Security

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

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

originating with the Client provided under this Agreement and includes any Personal Data;

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

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

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

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

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

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

- B.** The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C.** The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Controller and the Contractor is the Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D.** Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
  - (1) process that Personal Data only on the written instructions of the Client;
  - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that

availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
  - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, or request, or any order made by a Court, or any request from any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such request, complaint, correspondence, notice, or order (including, without limitation, by allowing Data Subjects to have access to their data) or otherwise to exercise, subject to any applicable legal exemptions, rights conferred by Chapter III of the GDPR in respect of the Personal Data.
- F.** The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H.** The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement

unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

- I.** The Contractor shall permit the Client, the Data Protection Commission or other supervisory authority for data protection in Ireland, and/or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J.** The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K.** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L.** The Contractor shall: -
  - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
  - (2) ensure that a back-up copy of any and all such Personal Data is made every 30 days and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
  - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.** The Client consents to the Contractor appointing [insert third-party processors] as third-party processors of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement with each third-party processor incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N.** Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the

processing of all Data.

- O.** The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

## **26. Additional Condition(s)**

Not used

## **Schedule B: Services: The Specification**

[Insert when completing contract]

## Schedule C: Charges

[Insert when completing contract]

## **Schedule D: Service Levels**

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

## Schedule E: Data Protection

### 1. Processing by the Contractor

- 1.1 Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Services or contained in any correspondence or other document in any of those forms arising in respect of the Services, which relates to an identified or identifiable natural person;
- 1.2 Nature of processing: The management, operation, maintenance and development of technical facilities for the televising of parliamentary proceedings and the Oireachtas TV channel
- 1.3 Purpose of Processing: to allow the Contractor to provide the services under the Agreement;
- 1.4 Duration of the processing: the Term of the Agreement.
- 1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Services, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including identification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 apply (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
- 1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party

staff, interns and those on work placements, political correspondents working in the Houses and the staff of the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.

## Appendix 6: Confidentiality Agreement

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

The Houses of the Oireachtas Commission, of Leinster Houses, Kildare Street, Dublin 2, D02 XR20 (hereinafter the “Contracting Authority”) of the one part;

and

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

WHEREAS

- A. By Request for Tenders dated [insert date] entitled **Request for Tender for the Provision of Televised Facilities for the Houses of the Oireachtas** (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (the “Competition”).
- B. The Contractor submitted a response to the RFT dated the [insert date of Tender]
- C. The Contractor has been identified as the preferred Tenderer in the Competition.
- D. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (the “Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor.
- E. The Confidential Information is confidential to the Contracting Authority.

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

- 1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
- 2. For the purposes of this Agreement "Confidential Information" means:
  - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio- recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the provision of services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

- 
- 2.2** any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
- 3.** For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
- 4.** Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
- 4.1** to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2** not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
- I. to those employees, agents, Subcontractors and other suppliers on a need-to-know basis; and/or
  - II. to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor
- PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
- 5.** The obligations in this Agreement will not apply to any Confidential Information:
- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
  - ii which is or becomes public knowledge other than by breach of this clause; or
  - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
  - iv is lawfully received from a third party (with full right to disclose).
- 6.** The Contractor undertakes:
- 6.1** to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
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- 6.2** to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 6.3** upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and to erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
- 7.** The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
- 8.** The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
- 9.** The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
- 10.** The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- 11.**
- A.** In this Agreement, the following terms shall have the meanings respectively ascribed to them:
- “Controller” has the meaning given under the Data Protection Laws;
  - “Processor” has the meaning given under the Data Protection Laws;
  - “Data Subject” has the meaning given under the Data Protection Laws;
  - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to
-

access his or her Personal Data;

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

- B.** The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C.** The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Controller, and the Contractor is the Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D.** Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data: -
- (1) process that Personal Data only on the written instructions of the Contracting Authority;
  - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
    - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 ( General Data Protection Regulation);
    - ii. the data subject has enforceable rights and effective legal remedies;

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

- J.** The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K.** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L.** The Contractor shall: -
- 1.** take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
  - 2.** ensure that a back-up copy of any and all such Personal Data is made every 30 days and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
  - 3.** in such an event and if attributable to any default by the Contractor or any Sub- contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.** The Contracting Authority consents to the Contractor appointing **[insert third-party processors]** as third-party processors of Personal Data under this Agreement.

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

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

**Signed for and on behalf of the Client  
(being a duly authorised officer)**

**Signed for and on behalf of the Contractor**

Name **[Complete fields]**

Name **[Complete fields]**

Signature **[Complete fields]**

Signature **[Complete fields]**

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Witness name [Complete fields]

Witness name [Complete fields]

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Witness signature [Complete fields]

Witness signature [Complete fields]

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## Schedule A to the Confidentiality Agreement: Data Protection

### 1. Processing by the Contractor

- 1.1 Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement, and all information in any of the aforementioned forms emanating from those who work in the parliamentary workplace, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, whether in the course of availing of the Services or contained in any correspondence or other document in any of those forms arising in respect of the Services, which relates to an identified or identifiable natural person;
- 1.2 Nature of processing: The management, operation, maintenance and development of technical facilities for the televising of parliamentary proceedings and the Oireachtas TV channel
- 1.3 Purpose of Processing: to allow the Contractor to provide the services under the Agreement;
- 1.4 Duration of the processing: the Term of the Agreement.
- 1.5 Types of personal data: Names and contact details of personnel of the Contractor or the Client involved in the processing and personal data emanating from the Client pursuant to its instructions or in conjunction with the Contractor (including but not limited to personal data of its employees, agents, independent contractors and/or Sub-contractors) or of those who work in the parliamentary workplace and avail of the Services, including Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses, and the staff of the Houses of the Oireachtas Service, including identification information (e.g. name or other unique identifier), and contact information (e.g. email address, postal address, telephone contact numbers); from time to time, the personal data may include special categories of data (that is, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation) and data to which Article 10 of the GDPR and section 55 of the Data Protection Act 2018 apply (criminal convictions, criminal allegations, and security measures relating to those matters or otherwise to criminal offences).
- 1.6 Categories of data subject: Persons working in the parliamentary workplace, in particular Members of the Houses, Members' and party staff, interns and those on work placements, political correspondents working in the Houses and the staff of

the Houses of the Oireachtas Service; (where distinct) personnel of the Contractor or the Client involved in the processing.