Request for Tenders to establish Frameworks for the provision of Specialist Victim Interview Suites and Suspect Interview Video Recording Equipment for An Garda Síochána

31st August 2026

T.045.2026

Tender procedure: Open procedure

Tender Deadline 15:00 hours on Friday the 2nd of October 2026

Contents

Part 1: Introduction

1.1 The Commissioner of An Garda Síochána (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") for the award of a Single-Supplier Contract for the provision of Specialist Victim Interview Suites and two Multi-Supplier Frameworks for the provision of Fixed and Portable Interview Video Recording Equipment from economic operators ("Tenderers") for the provision of the services as described in more detail in **Appendix 1**: Requirements and Specifications to this RFT (the "Services").

1.2 In summary, the Services comprise: the provision of services and equipment for An Garda Síochána as follows:

- Specialist Victim Interview Suites (SVIS);
- Suspect Interview Video Recording Equipment (SIVRE); and,
- Portable Interview Video Recording Equipment.

1.3 This public procurement competition will be divided into three (3) lots (each a "Lot") as described below.

- Lot 1 will be established as a Single-Supplier Framework.
- Lot 2 and Lot 3 will be established as Multi-Supplier Frameworks. The Contracting Authority will admit a minimum of three (3) suppliers to the Frameworks subject to receiving three (3) qualified tenders who meet the minimum score for the award criteria set out in Section 3.3. The Contracting Authority will admit all of the qualified suppliers who meet the minimum score for the award criteria set out in Section 3.3 to the Framework for each Lot.

Lot 1: Refers to the provision of SVIS systems for the supply, maintenance and support of CCTV Cameras in thirteen (13) locations across the Republic of Ireland for Án Garda Síochána.

1. Dublin - Three (3) sites
2. Galway - Two (2) sites
3. Roscommon Town
4. Waterford
5. Cork
6. Kerry
7. Limerick
8. Donegal
9. Cavan
10. Sligo

The Contracting Authority reserves the right to procure additional SVIS systems in the event that the network of suites is expanded over the life of the Contract.

NB: *location details will be provided once a Tenderer has been successful due to the sensitive nature of this information*.

Lot 2: Refers to the provision of SIVRE equipment which will be used for technical and operational evaluation in accordance with the requirements of this tender. It is proposed that the Contracting Authority will purchase a number of sample systems from different suppliers over the life of the Framework. The results of the trial will feed into a future Tender for the replacement of the SIVRE equipment currently deployed nationwide.

Lot 3: Refers to the provision of Portable Interview Video Recording equipment capable of supporting interviews conducted outside fixed interview rooms. It is proposed that the Contracting Authority will purchase a small number of sample systems from different suppliers, for technical and operational evaluation over the life of the Framework. The results of the trial will feed into a future Tender for the procurement of Portable Interview Video Recording equipment for deployment nationwide.

1.4 A Tenderer can submit a response to any and all lots without restriction. There is no restriction on the number of Framework Members who will be appointed to the Frameworks for Lot 2 and Lot 3.

1.5 The Framework Agreements in Lot 2 and Lot 3 allow for direct draw down of Contracts from the Framework Agreements; (i) by way of rotation amongst Framework Members; and (ii) by way of supplementary request for tenders (SRFT) amongst the Framework Members.

Direct Draw Down by Rotation

The first requirement under each Framework will be drawn down from the highest ranking Framework Member in the relevant Framework. The second requirement will be awarded to the second ranked Framework Member. Each subsequent requirement will be awarded to the next highest ranked Framework Member.

Supplementary Request for Tender

In the event that the Contracting Authority elects to utilise the option of a draw down by way of supplementary request for tender the Contracting Authority will use the process set out in Clause 6.2 of the Framework Agreement (Appendix 5).

Tenderers should note that there is no guarantee with respect to the award of any contracts under the Framework Agreements and there is no guarantee that any or all Framework Members will be awarded a Contract.

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

1.7 Any Framework Agreement that may result from this Competition in **Lot 1** (the “Framework Agreement”) will be issued for a term of two (2) years (“the Term”).

The Contracting Authority reserves the right to extend the Term of the Framework Agreement for a period or periods of up to twelve (12) Months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

The Contracting Authority will award an initial contract for good and services associated with the provision of the SVIS systems in parallel with the Framework Agreement under **Lot 1**. Any Contract that may result from this Competition in Lot 1 (the “Contract”) will be issued for a term of three (3) years (“the Term”).

The Contracting Authority reserves the right to extend the Term of the Contract for a period or periods of up to twelve (12) Months with a maximum of One (1) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.8 Any Framework Agreement(s) that may result from this Competition in **Lot 2** and **Lot 3** (the "Framework Agreement(s)") will be issued for a term of four (4) years ("the Term").

1.9 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some **€1,500,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.10 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 Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) 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 Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s)s 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 Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s).

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement and, or Goods and Services Contract drawn down from the Framework Agreement, has been executed by or on behalf of the Contracting Authority. The conclusion of a Framework contract does not guarantee the award of any Client contract.

Any notification of preferred bidder 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 Framework Agreement and, or Goods and Services Contract drawn down from the Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement and, or Goods and Services Contract drawn down from the Framework Agreement does not confer exclusivity on the successful Tenderer.

Tenderers should note that the Contracting Authority/Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Contract or Client Contract.

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

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

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

Tenderer in response to this RFT.

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy 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 FRAMEWORK AGREEMENT AND GOODS AND SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Framework Agreement at **Appendix 5** and the Goods and Services Contract at **Appendix 6** to this RFT.

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

2.4 ACCEPTANCE OF RFT REQUIRMENTS

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**: Tenderers' Statement, 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, facsimile number 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 Goods and Services Contract or any Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s), the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 250MB for a Single Document and 500MB for the total (combined) documents sent to the electronic post-box.

In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the "Submit Response" button will be disabled automatically upon expiration of the response deadline.

2.6.2 Tenders must be received not later than **15:00 hours on Friday the 2nd of October 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 Tenderers are required to submit a separate set of response documents for each Lot Tendered.

Tenderers should note that the responses to the Selection Criteria can be the same across all Lots subject to the requirement to demonstrate previous experience providing a portable solution by way of one of the contract examples provided in response to Selection Criteria 3.2.B where the Tenderer is tendering for Lot 3.

Tenderers should tailor the responses to the Award Criteria in the Statement of Requirements to each individual Lot.

2.6.6 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel or PDF Format. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.

Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word count limits specified within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional words in excess of the maximum word limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender Response Document (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hours on Friday the 18th of 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. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 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**: Pricing Schedule 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 180 days commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Goods and 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 Goods and Services Contract at **Appendix 6** to this RFT.

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) (as defined in the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s)) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonised Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office (CSO) most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL, AND LABOUR LAW

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

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

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

2.12 PUBLICITY

No publicity regarding this Competition or any. Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) 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 per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, 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 Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its 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 Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) 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 their 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.

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 The Contracting Authority will facilitate site visits to the Lot 1 Special Victim Interview Suite (SVIS) and or Lot 2 SIVRE locations once the successful Tenderer has been awarded the contract(s) for that specific Lot.

2.21 INSURANCE

2.21.1 The successful Tenderer(s) shall be required to hold for the term of the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) the following insurances:

Type of Insurance	Indemnity Limit

Employer's Liability*	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Public Liability*	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Product Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Professional Indemnity	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Data Protection and Cyber Security Liability	€20,000,000 limit in the aggregate per insurance year with specific cover for ransomware.

The Employers Liability and Public Liability policies should include an indemnity to principal clause and confirmation will be required prior to contract award.

2.21.2 By signing the Tenderer's Statement at **Appendix 3**: Tenderers' Statement, Tenderers confirm that, if awarded a Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) under this Competition, (i) they will, from the Effective Date of the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) (as defined in the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s)), 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(s) prior to the award of (and shall be a condition of) any Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s)).

2.21.3 The successful Tenderer(s) will, during the term of the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s), be required to:

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

2.22 VETTING / SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer(s) and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form (NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed.

(a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.

(b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.

(c) The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD 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 that they satisfy the selection criteria for each Lot applied for in 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, submit 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 the absence of Exclusion Grounds~~,~~ or its reliability despite the existence of

(ii) 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 Goods and 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

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

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below in respect of each Lot tendered for 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) Annual Turnover Requirements

Tenderers must demonstrate an average minimum annual turnover (ex. VAT) over the last three financial years or over the years the company has been trading if less than three years for each individual lot as follows

Lot 1 (SVIS) - **€330,000**

Lot 2 (SIVRE) - **€30,000**

Lot 3 (Portable Interview and Video Recording) - **€30,000**

NB: *Tenderers who are tendering for more than one lot must demonstrate the cumulative turnover requirement for the lots they are tendering for.*

Rule: Pass/Fail: Candidates will either **Pass OR Fail** this Selection Criterion.

Evidence Required

Tenderers must provide a copy of their Accounts as submitted to the Companies Registration Office or a letter from the Tenderer's principal auditor, on the auditor's headed notepaper and signed by the auditor, confirming that the Tenderer's Average Turnover over the last three (3) financial years meets or exceeds the average Turnover requirement for the provision of services in respect of each Lot that the Tenderer is Tendering for, over the last three (3) years, or if more recently established, in the years since establishment, to the Contracting Authority, with their RTP response.

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 in respect of each Lot tendered for 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) Experience

Tenderers must have successfully undertaken three (3) contracts within the last three (3) years on similar scale and complexity which demonstrate that the Tenderer has delivered similar services to those as set out in **Appendix 1**: Requirements and Specifications**.**

In the case where the Tenderer is bidding for Lot 3 at least one of the reference examples must be a portable solution. The Tenderer should include photographic evidence of the example installation(s) they propose.

A description of services provided including the following (as applicable):

- the number of locations that services were provided in in the contract undertaken;
- that the client was content with the level of service provided by the Tenderer in the provision of the contract;
- The Tenderer must provide details of the Digital Evidence Management Solutions that they used for each of the contract examples referenced. Tenderers should clearly indicate whether the systems were Cloud or internally hosted,

Rule: Pass/Fail

(ii) Tenderers must provide contact information for a nominated referee for each of the three (3) contract examples referenced in 3.2.B(i).

The Contracting Authority reserves the right to contact the referee(s) to validate the details of the contract examples provided and to validate the referee satisfaction with the services provided.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority

Rule: Pass/Fail

3.2.C **TPRM Information Security Questionnaire**

Tenderers shall also complete the separate TPRM Information Security Questionnaire. An Garda Síochána ICT Security section will review the mandatory requirements and questionnaire responses; following confirmation that the requirements of the Contracting Authority can be met the tenderers response will proceed to full evaluation.

Tenderers must supply supporting documentation and product literature in support of their descriptions, however simply supplying this type of documentation in lieu of completing the description box for each of the questions contained in the questionnaire is NOT sufficient in this regard.

The successful tenderer will be required to provide evidence that they meet the requirements outlined in the TPRM Questionnaire.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

Rule: Pass/Fail

3.3 AWARD CRITERIA

3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.1 and 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3.

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

3.3.2.A

#	**Award Criteria** **Lot 1: SVIS**	**Maximum Marks Available**	**Minimum Marks Required**
A.	**Project Delivery**	**1,300**	**780**
A.1	Delivery & Project Management	600	360
A.2	Innovative Design Solution	500	300
A.3	DPIA & Governance	200	120
B.	**Infrastructure & Technical Solution**	**4,100**	**2,460**
B.1	Lot 1 Design of the SVIS System	2,300	1,380
B.4	Digital Evidence Management System (DEMS)	1300	780
B.5	Network	500	300
C.	**Support Services**	**1,100**	**660**
C.1	Service Level Agreement (SLA)	700	420
C.2	Training Program	400	240
D.	**Sustainability**	**500**	**300**
D.1	Environmental Sustainability	500	300
	Sub-Total Technical Quality	**7,000**	**4,200**
E.	**Cost**	**3,000**	**N/A**
E.1	Total Cost for the replacement of the Current Systems	3,000	N/A
	Overall Total	**10,000**	**4,200**

3.3.2.B

#	**Award Criteria** **Lot 2: SIVRE**	**Maximum Marks Available**	**Minimum Marks Required**
A.	**Project Delivery**	**1100**	**660**

A.1	Delivery & Project Management	400	240
A.2	Innovative Design Solution	500	300
A.3	DPIA & Governance	200	120
B.	**Infrastructure & Technical Solution**	**3,900**	**2,340**
B.2	Lot 2 Design of the SIVRE System	1,800	1,080
B.4	Digital Evidence Management System (DEMS)	1,600	960
B.5	Network	500	300
C.	**Support Services**	**500**	**420**
C.1	Service Level Agreement (SLA)	100	60
C.2	Training Program	400	240
D.	**Sustainability**	**500**	**300**
D.1	Environmental Sustainability	500	300
	Sub-Total Technical Quality	**6,000**	**3,600**
E.	**Cost**	**2,000**	**N/A**
E.1	Total Cost for the provision of one SIVRE Solution	**2,000**	N/A
	Overall Total	**8,000**	**3,600**

3.3.2.C

#	**Award Criteria** **Lot 3: Portable Interview Video Recording Equipment**	**Maximum Marks Available**	**Minimum Marks Required**
A.	**Project Delivery**	**1100**	**660**
A.1	Delivery & Project Management	400	240
A.2	Innovative Design Solution	500	300
A.3	DPIA & Governance	200	120
B.	**Infrastructure & Technical Solution**	**3,900**	**2,340**
B.1	LOT 3 Design of the Portable Interview Video Recording Equipment	1,800	1,080
B.2	Digital Evidence Management System (DEMS)	1,600	960
B.3	Network	500	300

C.	**Support Services**	**500**	**300**
C.1	Service Level Agreement (SLA)	100	60
C.2	Training Program	400	240
D.	**Sustainability**	**500**	**300**
D.1	Environmental Sustainability	500	300
	Sub-Total Technical Quality	**6,000**	**3,600**
E	**Cost**	**2,000**	**N/A**
E.1	Total Cost for the provision of one Portable Recording Solution	2,000	N/A
	Overall Total	**8,000**	**3,600**

3.3.3 For each of the non-cost criteria stated, the following evaluation methodology will be applied:

BAND RANGE	**Score Range**	**MEANING**
7	**90-100%**	**Excellent response that fully meets and exceeds the requirements set out in the RFT:** the response provides great clarity and gives a comprehensive, detailed, and convincing assurance that the Tenderer will deliver the services required to an excellent standard.
6	**80-89%**	**A very good response that fully meets all the requirements set out in RFT:** the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and convincing assurance that the Tenderer will deliver the services required to a very high standard.
5	**70-79%**	**A good response with very few minor weaknesses:** The response demonstrates a good understanding of the requirements set out in the RFT and gives sufficient detail and assurance that the Tenderer will deliver the services to a good standard.
4	**60-69%**	**A satisfactory response with a number of weakness and demonstrates a reasonable understanding of the requirement of the RFT:** The response demonstrates reasonable understanding in relation to the requirements set out in the RFT and provides some assurance that the Tenderer will meet the basic requirements of the contract. To achieve a higher score the tender would require providing much greater specific detail and clarity in relation to the requirements, to give the evaluation team an assurance that the tender could deliver the services required to a higher standard under the terms of the proposed contract
3	**20-59%**	**A response with reservations.** The response does not provide sufficient convincing detail and / or there is a risk that the tenderer would not meet the requirements set out in the RFT based on the response given. To achieve a higher score the tender would require providing much greater detail and clarity in relation to the requirements set out in the RFT to give

		the evaluation team an assurance there is not a risk of non-delivery of the services under the terms of the proposed contract.
2	**1-19%**	**A response where serious reservations exist**. Lacks full credibility/convincing detail, and there is a **significant risk** that the contract will be unsuccessful. This may be because, for example, insufficient detail is provided, and / or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility
1	**0%**	Response completely fails to address the criterion under consideration

Stage 1: The tender evaluation panel following evaluation and scoring of the award criteria will determine into which of the seven bands above that the Response falls into on the scoring table outlined above.

Stage 2: The following approach will be used to mark the quality, comprehensiveness and viability of the proposed goods/ services:

Tenderers must provide responses to each, and all of the award criteria, sub-criteria, and or sub-sub-criteria as set out above in Section 3.4.2 and in Section 10 in Appendix 1 and repeated in the Tender response document. Each response provided by the Tenderer for each award criteria, sub-criteria, and or sub-sub-criteria will be evaluated and scored in accordance with scoring bands 1 – 7, as detailed in Table 2 above, with each band (1 – 7) corresponding to a defined percentage range (incrementally) of the maximum available marks per criterion or sub-criterion or sub-sub-criterion.

For example, if the maximum available marks for a particular sub-sub-criterion is 400, a response which meets all the requirement (Band 4 as defined in Table above) will score between 240 and 276 marks depending on the quality of the response in accordance with Table 2 above and a response which meets all the requirements well (Band 5 as defined in the Table 2 above) will score between 280 and 316 marks depending on the quality of the response.

If the maximum available marks for a particular sub-criterion is 100, a response which meets all the requirement (Band 4 as defined in Table 2 above) will score between 60 and 69 marks depending on the quality of the response in accordance with Table 2 above and a response which meets all of the requirement well (Band 5 as defined in Table 2 above) will score between 70 and 79 marks depending on the quality of the response.

In order to ensure high quality goods and services, the Contracting Authority may specify that Tenderers must achieve a minimum total mark for all Award Criteria. This will be implemented by utilising the following method:

Tenderers must achieve a minimum of 60% of the marks available for each award sub-criteria as set out in Section 3.3.2 above.

NB: *Tenderers who fail to reach the minimum acceptable marks indicated for each award sub-criterion in Section 3.3.2 will be eliminated from the competition without having their cost submission assessed.*

3.3.4 **Stage 3:** Cost

Only Tenderers who have achieved the minimum marks required for the Non-Cost Criteria will have their cost submission assessed.

The highest mark in respect of the cost element in each Lot is assigned to the Tender with the lowest

Overall Cost for that cost element that meets the minimum requirements identified in the Invitation to Tender.

All costs should be detailed in the Compulsory Pricing Schedule. The Tenderer that proposes the lowest Overall Cost will receive the maximum marks available, 3000 Marks, for the Cost Element in each individual Lot. All other Tenders will be scored using the following formula:

$$\text{Cost Score Goods} = \frac{\text{Lowest Tendered Cost of Goods and Services}}{\text{Tendered Cost for Goods and Services under evaluation}} * \text{Maximum Number of Marks Available for Cost Criteria (1,000 Marks)}$$

3.3.5 **Stage 4:** Tie Break

In the event that there are two or more Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer), the following tie-break rules will be adopted.

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

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

Order of Tie Break Evaluation Award Criteria:

1. Infrastructure and Technical Solution
2. Project Delivery
3. Support Services
4. Environment Management and Sustainability

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

3.3.6 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods and 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 bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer(s) must sign and return the Framework Agreement and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than [insert number] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A Framework Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above

3.6.2 Where the signed Framework Agreement and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

3.6.3 Where the Contracting Authority chooses to award a Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) to a successful Tenderer (or to more than one successful Tenderer) then the Successful Tenderer must also sign and return the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s), in duplicate, to the Contracting Authority no later than [insert number] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement and, or Goods and Services Contract drawn down from the Framework Agreement in accordance with paragraph 2.1.2 above

3.6.4 Where the signed Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) has not been received by the Contracting Authority within the period as specified at paragraph 3.6.3 then the Contracting Authority may proceed to award the Framework Agreement(s) and, or Goods and Services Contract(s) drawn down from the Framework Agreement(s) to the next highest-ranked Framework Member in accordance with paragraph 3.6.3 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

List of Annexes

The table below contains a list of annexes available as reference for Tender review.

No.	Description	File name	Available
1.	Overview of the Contracting Authority Digital Evidence Management System (**DEMS**) *(See Annex 1 within this document*)	Annex 1 - Digital Evidence Management (Included in this Document)	Yes
2.	Standard Data Protection Impact Assessment Guide	Annex 2 - DPIA Guide.pdf	Yes
3.	AGS Template for DPIA	Annex 3 - DPIA Template.docx	Yes
4.	Preliminary Health and Safety Plan (PHSP) for CCTV on behalf of An Garda Siochana.	Annex 4 - Garda Siochana CCTV Preliminary Health and Safety Plan_1.0.pdf	Yes
5.	Statement of Requirements	Annex 5 - T.045.2025 SVIS Supply and Services RFT SOR Final	Yes

1. Introduction

The Contracting Authority is undertaking a public procurement competition to put in place a Single-Supplier Contract (Lot 1) for Specialist Victim Interview Suites (SVIS), aimed at modernising and standardising interview recording capabilities. In addition, the Contracting Authority intends to establish two additional Multi-Supplier Framework Agreements (Lot 2 and Lot 3) for sample quantities of Suspect Interview Video Recording Equipment (SIVRE), and Portable Interview Video Recording Equipment, to allow the evaluation of existing and future technologies in this area.

Lot 1 – Specialist Victim Interview Suite (SVIS)

The Contracting Authority is procuring an upgrade to its SVIS sites nationwide. The existing infrastructure, while still operational, has become increasingly obsolete and difficult to maintain, with ageing hardware creating both operational and support challenges.

Each SVIS consists of two rooms:

1. **Interview Room** – where the interview takes place and where all cameras and microphones are installed.
2. **Monitoring Room** – where a second interviewer is located, operates the recording system and monitors the interview.

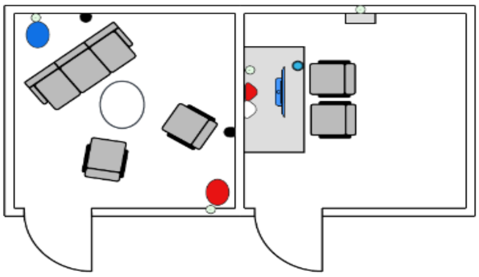

Figure 1 - SVIS Two-Room Structure

This two-room structure (Figure 1) supports best practice for victim-centred interviewing by ensuring that recording operations do not interfere with the interview process and that the victim can be monitored safely and discreetly. Lot 1 is procuring a modern, secure, and sustainable recording system capable of supporting current operational needs for child and special victim interviews while providing a platform for future development across the Contracting Authority.

Lot 2 – Suspect Interview Video Recording Equipment (SIVRE)

The Contracting Authority requires the provision of sample SIVRE systems used in interviewing adult suspects. This Lot is intended to evaluate modern interview room recording solutions suitable for use in Garda stations, focusing on usability, evidential handling, security, and alignment with operational interview practices.

The equipment provided under this Lot will be used for technical and operational evaluation in accordance with the requirements of this tender. It is proposed that the Contracting Authority may purchase sample systems from different suppliers, however, no large quantities will be purchased.

The Contracting Authority may also deploy selected SIVRE systems as Proof of Concept (PoC) solutions to support further technical and operational evaluation within operational Garda environments.

Lot 3 – Portable Interview and Video Recording Equipment

The Contracting Authority requires sample Portable interview and video recording Equipment capable of supporting interviews conducted outside fixed interview rooms. This Lot is procuring solutions that are secure, evidentially robust, and suitable for deployment in a range of operational environments where fixed interview infrastructure is not available. It is proposed that the Contracting Authority may purchase a small number of sample systems from different suppliers, for technical and operational evaluation only.

2. Key Objectives

Lot 1 – Specialist Victim Interview Suite (SVIS)

The key objective of Lot 1 is to implement a secure, modern, and user-friendly digital recording system that enhances the operation of SVIS facilities while maintaining the operational approach used by SVIS personnel.

The proposed solution must operate within the two-room SVIS structure outlined in Introduction, providing a reliable recording process that does not interfere with the interview and enables personnel to manage recordings in a controlled and efficient manner.

The solution must include a fully operational Digital Evidence Management System (DEMS) to store, manage, and secure all recordings. The DEMS may be deployed as a cloud- based solution.

The deployment must fully meet the technical, security, operational, and evidential requirements set out in this tender. The Contracting Authority will not accept any proposed system that resides outside the EU/EEA jurisdictions, is still under development or dependant on future releases to meet the requirements of this tender.

As the solution may operate independently of the Contracting Authority's core network during initial deployment, the successful Tenderer must provide all required networking components and ensure a secure, encrypted communication path between each suite and the DEMS. All networking components provided must be compatible with the Contracting Authority's existing network environment, which is predominantly based on Cisco technologies.

Regardless of what technology the Contracting Authority selects, the successful Tenderer's solution must be able to share the acquired evidence with all agencies[1] who co-operate with the Contracting Authority in this area. The evidence must be shared via system generated links with other agencies and must be capable of showing all evidential logs associated with that sharing of evidence.

The successful Tenderer will be required to enter into a comprehensive Service Level Agreement (SLA) covering all aspects of system support, users and administrator training, technical documentation, regular updates, and scheduled maintenance to ensure long-term reliability and operational continuity.

The successful Tenderer must provide examples of similar customers (to the Contracting Authority) actively using the system as references we can speak to.

Lot 2 – Suspect Interview Video Recording Equipment (SIVRE)

The key objective of Lot 2 is to procure and evaluate a secure, reliable, and user-friendly suspect interview recording solution that replaces the current DVD-based workflow with a modern, fully digitally approach.

The equipment provided under this Lot will support technical and operational evaluation of modern suspect interview recording solutions suitable for use within Garda interview rooms. As the operational requirements for suspect interviews are well established, proposed solutions must demonstrate that they are suitable for real-world interview use while supporting secure evidential recording and handling.

[1] The HSE, TUSLA, The DPP, The Courts Service (for presentation in Court), Prosecution or Defence Legal Representatives.

Where a DEMS is proposed as part of the SIVRE solution, it must be delivered as a cloud-based solution and must meet the technical, security, operational, and evidential requirements set out in this tender.

The proposed solution must support secure evidence sharing via system-generated links, providing full evidential audit logging, and capable of integration with future DEMS solutions adopted by the Contracting Authority. Any solution that will be sampled must have the ability to allow secure, controlled and audited remote access to view the interview in another room.

Lot 3 – Portable Interview and Video Recording Equipment

The key objective of Lot 3 is to procure and evaluate modern Portable Interview and Video Recording Equipment that may support Garda operations in situations where fixed interview facilities are not available or appropriate and also to sample other devices such as camcorders that store directly to the cloud.

This Lot is intended to allow the Contracting Authority to assess the range of portable interview and video recording technologies currently available, with a focus on usability, operational practicality and evidential suitability. As the operational requirements for portable interviewing are less defined, this Lot is intended to explore what solutions exist and how they perform in practice.

Portable Interview and Video Recording Equipment may be used in a range of environments, including temporary Garda facilities, off-site locations (e.g. old person's residence, vulnerable adults etc.), or other controlled settings. Solutions proposed must therefore be self-contained, secure, and suitable for evidential recording, while remaining simple to deploy and operate by Garda personnel.

Solutions proposed under Lot 3 must include a DEMS or equivalent capability to support the secure handling, review, and export of recorded interviews as part of the evaluation process. The solution should also support integration with other DEMS platforms to be adopted by the Contracting Authority.

The DEMS provided under this Lot is intended for evaluation purposes only and is not required to meet long term operational or data requirements at this stage.

Any proposed solution must support evidential-grade audio and video capture, secure handling of recordings, and auditable access controls consistent with the Contracting Authority's interview recording standards.

***NB:** Lot 2 and Lot 3 are intended to sample current technologies available on the market. The Contracting Authority may purchase and deploy selected solutions from Lot 2 as part of a PoC to support further technical and operational evaluation. Such purchases or deployments do not indicate any commitment or intention by the Contracting Authority to adopt these solutions as the preferred solution, as a separate and more defined procurement process may be undertaken at a later stage.*

In the event, that the Contracting Authority exercises the option to commission a POC, a Service Level Agreement (SLA) in the form included in this document will be agreed with the successful Tenderer. The SLA will be adapted as necessary to reflect the scale and complexity of any POC commissioned.

2.1 Project Management

The Contracting Authority's ICT Department has initiated a Project Management Framework. The Framework consists of five phases (phase -1 to phase 4). Each phase has required project documentation and approval processes in order to progress the project (see [Contents (assets.gov.ie)](assets.gov.ie)) for further details.

The required project documentation will be supplemented by required technical documentation, including but not limited to technical architecture standards, infrastructure requirements, operations technical documentation for testing, release schedules, security standards, and associated approval processes to progress through each phase of the project.

The successful Tenderer will be required to comply with the framework standards and work in conjunction with the Contracting Authority's ICT Department to produce all required project and technical documentation.

The successful Tenderer will be required to appoint a single point of contact to liaise with the Contracting Authority's ICT project manager during the course of the project and may on occasion be required to report to the project board and steering committee. The single point of contact will be required to produce reports to aid the ICT Project Manager in their reporting.

2.2 Accessibility

The proposed solution must comply with all relevant, existing accessibility legislation and Government guidance, including but not limited to:

- Disability Act 2005.
- Code of Practice on Accessibility of Public Services and Information Provided by Public Bodies (S.I. 163/2006).
- EU Web Accessibility Directives (S.I. 358/2020).
- The European Accessibility Act (S.I. 636/2023) which must be implemented by June 2025.
- Employment Equality Act.

The Tenderer should outline how the solution offered conforms to EN3 01 549 standards and EN 17161 standards. Detail must be provided on how the solution offered, if applicable, exceeds minimum legislative requirements with particular attention to conformance to Web Content Accessibility Guidelines (WCAG) 2.2.

The Tenderers proposal should outline their methodology for identifying user needs, characteristics, capabilities and preferences with respect to accessibility in development and their user testing methodology. Detailed information on compatibility and operability with assistive technologies must be provided.

2.3 Innovative Design Solution

The Contracting Authority is looking for a modern interview recording system that is reliable, secure, and designed to support the sensitive and specialised nature of SVIS operations. While the core requirements are clearly defined, Tenderers are encouraged to propose solutions that demonstrate innovation in how the system is delivered, managed, and operated, without adding complexity for interview personnel.

Innovation in this context refers to practical improvements to make the system easier to install, operate, support, and expand over time. Solutions should reflect an understanding of how SVIS environments function and should focus on improving the user experience, system performance, and long-term adaptability.

Areas where innovation would be welcomed include:

1. **User Interface**: A clean, intuitive interface that reduces the risk of user error.
2. **Installation and Setup:** A deployment approach that is straightforward to install and configure across multiple sites, with minimal disruption to daily operations.
3. **System Maintenance:** Built-in tools that simplify updates, monitoring, and troubleshooting.
4. **Audio and Video Capture:** Careful placement and design of cameras, microphones, and recording equipment to ensure unobtrusive, high-quality capture.
5. **Network Simplicity:** A clear, secure network setup that avoids complex infrastructure, while maintaining full encryption and protection.
6. **Scalability:** A design that allows the system to be easily expanded or upgraded as the needs of the

Contracting Authority evolve over time.

7. **Integration Ready:** A flexible platform that supports future integration using open standards rather than locked-down or proprietary technologies that cannot be deployed on the Contracting Authority's systems.
8. **Transcription Services:** Accurate, efficient transcription capabilities that support evidential use and operational review.
9. **Secure Sharing:** Controlled and auditable sharing of evidential data with authorised third parties.

Tenderers are encouraged to clearly demonstrate where their proposed solution incorporates such improvements, provided the system remains simple, dependable, and suitable for the sensitive environment in which SVIS interviews are conducted.

The successful Tenderer must give three (3) examples of police forces, other blue light, or health agencies currently using the equipment being put forward for this RFT.

For Lot 2 and Lot 3, the innovation and delivery principles set out in this section apply equally to the evaluation and provision of sample interview recording equipment.

2.4 Data Protection and Cybersecurity

The Contracting Authority requires all data generated by interview recording systems to be encrypted end to end. All audio and video recordings must be encrypted in transit, in use, and at rest in any proposed DEMS solution. Tenderers must outline how this is achieved and certify compliance as part of their response.

The Contracting Authority requires that any Tenderer appointed will have cybersecurity at the heart of their service provision. A written cybersecurity plan must be in place prior to the installation of any equipment. All Tenderers are required to submit a completed Third-Party Risk Management (TPRM) Questionnaire as part of this tender process, (see Attachment 3 to the Tender Documents).

2.5 Strategic Approach to Digital Evidence Management

Interview recording systems procured under this tender, form a key part of the overall video infrastructure of An Garda Síochána (AGS). The DEMS referenced in this section is a future AGS project that will govern how all Garda video and digital evidence is managed. Other areas include Automated Number Plate Recognition (ANPR), Body-worn Cameras, In-Car CCTV, and other interview recording systems. Any future developments in Garda interview and video-evidence infrastructure will have to align with the Strategic approach to DEMS. Tenderers are referred to Annex 1: Digital Evidence Management for further details of the DEMS project.

All systems provided under this tender must be capable of integrating with any future AGS DEMS. The successful Tenderer will be required to cooperate with the AGS DEMS project team to support and facilitate this integration. Tenderers must clearly demonstrate, as part of their proposal, how their solution will enable such integration.

3. Data Protection Impact Assessment and Compliance

The Contracting Authority requires all SVIS systems provided under Lot 1 of this tender to be designed using the concept of Privacy by Design and Privacy by Default.

A key requirement across all Lots is the identification of any technology (AI or other systems). Tenderers must clearly identify, describe, and certify all AI-related features included in their proposed solutions. Any AI functionality must be disabled by default and must not be enabled without prior written Authorisation from the Contracting Authority.

For Lot 1, a Data Protection Impact Assessment (DPIA) will be required as part of the design process. The DPIA must be completed using the AGS DPIA template (provided as Annex 3). The successful Tenderer will be responsible for developing the DPIA and supporting the Contracting Authority's local Data Controllers in finalising the DPIA required to justify and authorise the operational use of the SVIS system.

The successful Tenderer must also complete any documentation required to support the DPIA process, specifically Section 3.2 of the Garda DPIA document.

3.1 Governance

For Lot 1, the Successful Tenderer will introduce a designated company contact to the Contracting Authority's Data Protection Controller and facilitate the signing of the Contractor Data Processing Agreement (DPA) for the SVIS systems provided under this tender. The successful Tenderer will be responsible for meeting all applicable Data Protection and Data Processing obligations for the duration of the contract.

***NB:** For Lot 2 and Lot 3, systems are provided for evaluation and assessment purposes. As such, a DPIA and DPA may not be required at this stage. However, where a system is deployed by the Contracting Authority as part of a PoC, the requirement for a DPIA and DPA will be assessed prior to deployment, and the supplier may be required to support the completion of DPIA and DPA.*

4. Overview of Requirements

The proposed solution must be delivered as a complete, end-to-end system suitable for deployment across all SVIS sites under Lot 1. It must integrate fully with the two-room SVIS layout outlined in Introduction, providing reliable audio and video capture in the Interview Room and secure monitoring and control from the Monitoring Room.

The system must be secure, intuitive for operators, evidentially robust, and scalable to support additional sites and future integration requirements. All required hardware, software, networking, and support components must be supplied as part of the Tenderers proposal and fully supported by the supplier.

For Lot 1, a communications system must be provided to enable discreet, one-way communication from the second interviewer to the first interviewer. This system must operate independently of the SVIS system and must not form any part of the evidential audio or video stream.

***NB:** Unless otherwise stated, the requirements set out in this document apply to Lot 1 and Lot 2. Where the requirements differ, they are clearly identified within the relevant subsections. Lot 3 is addressed in a dedicated section (**Error! Reference source not found.**) later in this document.*

4.1 Cameras

For the purpose of this tender, high-quality cameras are defined as cameras capable of delivering clear, stable, and evidential-grade video suitable for interview recording. This includes reliable high definition (HD) image capture, smooth and silent operation, effective performance in varying lighting conditions, and consistent synchronisation with audio. Cameras must be robust, discreet, and suitable for permanent installation in a sensitive interview environment.

The Camera specifications set out in Camera Specifications apply to Lot 1 and Lot 2, unless stated otherwise.

4.1.1 Camera Requirements (Lot 1 - SVIS)

Each SVIS interview room must be equipped with two high-quality video cameras to ensure comprehensive and reliable visual recording of all interviews. The camera configuration must follow the existing operational layout, consisting of one fixed-position camera and one PTZ camera. Both camera types must be of a high standard and integrate seamlessly with the new recording system.

- **Fixed Camera**: A wide-angle, fixed-position camera must be installed to provide a constant overview of the entire Interview Room. It should capture a clear, unobstructed view of all participants, ensuring no movement or activity goes unrecorded.
- **PTZ Camera**: A remotely controllable PTZ camera must be installed to allow focused framing on the witness. It must provide smooth, silent pan, tilt, and zoom functions with no delay and must not disrupt the interview process. The PTZ camera must support a home position to allow operators to recall preset positions consistently.

4.1.2 Camera Requirements (Lot 2 - SIVRE)

Each SIVRE interview room must be equipped with two high-quality fixed-position cameras to ensure comprehensive and reliable visual recording of suspect interviews.

- **First Fixed Camera**: A wide-angle, fixed-position camera must be installed to provide a constant overview of the entire interview room. It should capture a clear, unobstructed view of all participants at all times, ensuring no movement or activity goes unrecorded.
- **Second Fixed Camera:** The second fixed-position camera should provide focused coverage on the suspect being interviewed, ensuring full visual documentation of the interview.

For Lot 2, PTZ functionality is not required. Camera placement must be designed to eliminate blind spots and maintain evidentially robust coverage without the need for camera movement during the interview.

4.1.3 Camera Specifications (Lot 1 and Lot 2)

- All cameras must use Power over Ethernet (PoE) to reduce cabling and simplify installation.
- Cameras must provide full HD output with a minimum resolution of 4MP (1440p) at 25/30fps and support low-light performance capable of maintaining evidential image quality in reduced or loss of ambient lighting conditions.
- All video streams must be delivered to the recording device, which must store synchronised video locally for the full duration of the interview.
- Recording must continue uninterrupted during any network outage and automatically synchronise with the DEMS once connectivity is restored.
- Video output should be fully compatible with the proposed recording system.
- Cameras must be discreet, tamper-resistant, and installed to eliminate blind spots while maintaining the professional integrity of the interview environment.

4.2 Microphones

High-quality audio capture is a critical requirement for interview recording systems provided under this tender. Each interview room must be equipped with digital microphones capable of recording clear, undistorted audio from all participants, regardless of seating arrangements or ambient noise. Audio must remain fully synchronised with video during recording, playback, and upload to the DEMS.

The requirements set out in this section apply to Lot 1 and Lot 2, unless stated otherwise.

4.2.1 Microphone Requirements

- Each Interview Room must contain two digital microphones**:**
    - One positioned to capture the primary conversation area
    - One mounted at a high level to capture ambient sound and provide redundancy

- Microphones may be:
    - Powered and connected through the cameras, if the camera design supports reliable audio transmission; or
    - Installed as standalone devices with separate connections as long as audio quality and synchronisation with video are guaranteed. All standalone microphones must use PoE.
- Microphones must provide consistent, high-fidelity audio suitable for evidential use, including low-level or soft speech and must not introduce electronic noise or interference into the recording.
- Microphone placement must minimise echo, interference, or drop-off in audio levels. Where appropriate, noise-reduction or echo-cancelling technology should be used.
- Microphones must be robust, tamper-resistant**,** and discreet, suitable for permanent installation in an interview setting.
- In the event of a network failure, the recording device must continue capturing audio in sync with video and automatically upload the complete recording to the DEMS once connectivity is restored.

4.3 Communication System

A communication system must be provided in each SVIS site to allow the interviewer in the Monitoring room to communicate discreetly with the interviewer conducting the interview. This system must support the existing operational model used in previous SVIS installations.

The requirements set out in this section applies to Lot 1 only and are not required for Lot 2.

4.3.1 Communication System Requirements

- The communication system must operate entirely independently of the SVIS recording system. It must not interfere with or connect to any evidential audio or video components.
- Communication must be one-way, from the interviewer in the Monitoring Room to the interviewer in the Interview Room. No audio may be transmitted from the Interview Room back to the Monitoring Room on this system.
- The system must use a push-to-talk (PTT) mechanism (or similar) operated by the interviewer in the monitoring room. This ensures intentional and controlled communication without disrupting the interview.
- Communication audio must never be recorded, stored, captured, or included in the evidential recording stream.
- The system must include a discreet earpiece worn by the interviewer conducting the interview to receive communication from the Monitoring Room. The earpiece must be comfortable for extended use and must not be visible or audible to anyone other than the person wearing it.
- The system must provide clear, reliable audio without delay or interference and must be simple and intuitive for personnel to operate.
- Encrypted communication is preferred, however, where encryption is not implemented, the audio signal should not be receivable outside the interview suite.

4.4 Recording System

This section sets out the recording system requirements for Lot 1 and Lot 2. Where requirements differ, they are defined in the relevant Lot-specific subsections below.

4.4.1 Recording System (Lot 1 - SVIS)

The recording system must be simple, secure, and aligned with the operational requirements of SVIS sites, and must support the cloud-based DEMS architecture outlined in Key Objectives

All recording functions must be managed from the Monitoring Room using a dedicated User Interface (UI) device (e.g. workstation, laptop, touchscreen or equivalent with controllable audio speakers) supplied by the Tenderer. The system must ensure accurate, uninterrupted recording of both camera feeds and synchronised audio.

The UI device and the recording device may be separate or combined, provided all security and evidential requirements are met. Preference will be given to systems that support secure, centrally managed updates with minimal or no user interaction.

4.4.1.1 User Interface

A UI device must be provided to control and monitor the recording process**.** The UI device must be securely mounted in the Monitoring Room and provide the following functions:

- Input for all required metadata (e.g., Pulse number, interviewer ID, Suite ID, and any additional fields specified by the Contracting Authority) must be simple and quick for personnel to complete. All metadata must be entered and validated before recording can begin.
- Start / Stop / Pause recording controls (Pause may be optional).
- View and switch between live feeds from both cameras. Picture-in-Picture (PIP) should be supported.
- Control PTZ movement using a joystick.
- A reset control that returns the PTZ camera to a predefined home/default position.
- Display camera and system status indicators (e.g., recording, idle, error, network state).
- Confirmation of successful upload or synchronisation with the DEMS.
- A minimum 27-inch monitor must be provided and positioned for effective viewing of camera feeds and use of system functions without visual strain. The UI device and monitor must be installed in an ergonomic design that allows comfortable operation during extended use and should support accessibility and allow for use by all operators.

User authentication must use an approved method such as Two-Factor Authentication (2FA). The system must verify credentials against an authorised user list. All actions (logins, recording commands, system events, upload status) must be logged with timestamps and user ID and logs must be immutable.

NB: *The recording device must not be used for long-term storage. Local storage is only for temporary retention of recordings prior to DEMS upload.*

4.4.1.2 Recording Process

When a recording is initiated via the UI device:

- Both cameras must stream live video to the recording device.
- Both microphones must stream audio to the recording device.
- The recording device must capture synchronised audio and video for the duration of the interview and store the recording locally until it is successfully uploaded to the DEMS.

Once recording is completed, the system must:

- Finalise and encrypt the recording.
- Automatically upload or synchronise the recording with the DEMS.
- Provide a clear visual indicator of upload progress and confirmation of successful or failed upload.
- Retain the recording securely until a successful upload to the DEMS is confirmed. Once confirmed, the local copy must be deleted.
- Confirm successful and complete storage within the DEMS before concluding the recording process.

4.4.1.3 Reliability and Failover

To ensure uninterrupted evidential recording:

- Recording must continue during without interruption in the event of a temporary network outage, with no loss of evidential data.
- The recording device must include secure local storage to retain multiple complete interview recordings and allow subsequent interviews to commence pending upload of a previous recording to the DEMS.
- Once connectivity is restored, recordings must automatically upload or synchronise with the DEMS without user intervention.

4.4.1.4 Technical and Security

- Both rooms must include visible indicators outside as well as inside the Monitoring Room that will automatically illuminate when a recording is in progress and extinguish when it stops.
- Recordings must be saved in a standard evidential format (e.g., MP4 or an approved equivalent) with time and ID stamped metadata.
- All encryption must meet a minimum standard of AES-256 for data at rest and TLS 1.3 (minimum) for data in transit. All recordings and associated files must remain encrypted in use, at rest, and in transit.
- The UI device and recording process must prevent unauthorised access, tampering, or removal of recordings.
- The system must support configurable recording and storage resolutions, including the ability to store recorded interviews at a lower resolution where required, while maintaining evidential and image clarity.

4.4.1.5 Power Continuity

A managed Uninterruptible Power Supply (UPS) must be provided as part of the recording system for each SVIS location. Power requirements apply where local recording and networking are used as part of the proposed architecture. The UPS must provide sufficient power to allow:

- The safe continuation and completion of an interview recording in the event of a mains power failure; and
- To finalise, encrypt, and upload the recording to the DEMS, where connectivity is available.

The UPS must support all critical components required to complete the recording process, including cameras, microphones, recording devices, UI devices, and associated network equipment where necessary.

The successful Tenderer will be responsible for the supply, configuration, monitoring, and maintenance of the UPS as part of the managed service. UPS health, battery status, and fault conditions must be monitored. The UPS solution must be appropriate for the operational environment and must not introduce noise, heat, or physical risk within the SVIS facility.

The UPS solution must be sized to support the full recording, finalisation, and upload for at least one complete interview.

4.4.2 Recording System (Lot 2 - SIVRE)

The recording process for SIVRE must be simple, secure, and fully aligned with Garda operational interview procedures. All recording, monitoring, and control functions must be performed within the interview room, with no separate Monitoring Room.

The proposed solution must use a touchscreen-based UI to control recording functions, allowing Garda personnel to start, pause, and stop interviews without requiring access to or interaction with backend systems. The system must ensure accurate, uninterrupted recording of synchronised audio and video throughout the interview.

4.4.2.1 User Interface (UI)

Each interview room must be equipped with a dedicated touchscreen UI, securely mounted and always available for use. This UI must present a clean, minimal interface and provide the following functions:

- Start / Stop / Pause recording.
- Recording status indicators (e.g. recording, idle, error).
- Confirmation of successful upload to the DEMS.

User access must be controlled as follows:

- Users must authenticate by a method approved by the Contracting Authority.
- Authentication must be validated against a pre-authorised user list.
- All actions (login, recording commands, system events, upload status) must be logged with timestamps and user ID for audit purposes.

The UI must be responsive, secure, and consistent across all locations. The UI must not store or process recordings directly but serve solely as a control and status interface.

4.4.2.2 Recording Process

The actual recording will be performed by a dedicated recording device installed in the interview room. When a recording is initiated via the touchscreen UI:

- Both fixed cameras and microphones must begin recording locally, capturing high-quality, synchronised video and audio.
- Recordings must be stored locally on the recording device for the duration of the interview.
- Once recording is completed, the system must:
  - Finalise and encrypt the recording
  - Automatically initiate secure upload or synchronisation with the DEMS
  - Provide a clear status update to the UI confirming successful or failed upload
  - Retain the recording securely until successful upload to the DEMS is confirmed, after which any local copy must be deleted

4.4.2.3 Reliability and Failover

To ensure uninterrupted evidential recording:

- Recording must continue locally during any network outage without loss or corruption of data.
- Once connectivity is restored, recordings must synchronise automatically with the DEMS without user intervention.
- The system must include secure local storage capacity to retain multiple complete interview recordings pending upload.
- Audio and video must remain fully synchronised at all times.

4.4.2.4 Technical and Security

- Visible indictors must be included both outside and inside the interview room that will automatically illuminate when a recording is in progress and extinguish when it stops.
- Recordings must be saved in a standard evidential format (e.g. MP4 or an approved equivalent) with time-stamped metadata including:
  - Interview room ID

  - Start/stop time
  - Interviewer ID
  - Device ID

- All recordings and associated files must be encrypted. All encryption must meet a minimum standard of AES-256 for data at rest and TLS 1.3 (minimum) for data in transit. All recordings and associated files must remain encrypted in use, at rest, and in transit.
- The recording system must prevent unauthorised access, tampering, or removal of recordings and must support full auditability of all system and user actions.

4.5 Portable Interview Video Recording Equipment

This section sets out the high-level functional and evidential requirements for Portable interview and video recording Equipment submitted under Lot 3. The requirements are intended to define the minimum capabilities expected while allowing Tenderers flexibility in how those capabilities are delivered.

4.5.1 Camera Requirements

- The portable solution must support one or more cameras capable of clear, stable, evidence-grade video suitable for interview recording.
- Camera(s) must support HD video output with a minimum resolution of 1080p at 50/60fps and perform effectively in carrying lighting conditions.
- All video streams must be recorded in synchronisation with audio for the full duration of the interview.
- Recording must continue uninterrupted during any network outage and automatically synchronise with the DEMS once connectivity is restored.
- Video output should be fully compatible with the proposed recording system and DEMS.

4.5.2 Microphone Requirements

- The solution must support one or more microphones capable of capturing clear, high-fidelity audio suitable for evidential use, including low-level or soft speech.
- Microphones must minimise echo, interference, or drop-off in audio levels. Noise-reduction or echo-cancelling technology may be included where appropriate.
- Audio must remain fully synchronised with video during recording, playback, and storage.
- Microphones must be robust, tamper-resistant**,** and suitable for use in portable interview environments.

4.5.3 User Interface (UI)

Each portable solution must be equipped with a clear and intuitive user interface to control recording functions. The UI must support at a minimum:

- Start / Stop / Pause recording.
- Clear indicators of recording status and system state.
- Confirmation of successful upload to the DEMS.

User access must be controlled as follows:

- Users access must be controlled using an authentication method approved by the Contracting Authority.
- All actions (login, recording commands, system events, upload status) must be logged with timestamps and user ID for audit purposes.

- The UI device must not store or process evidential recordings directly and must function solely as a control and status interface.

4.5.4 Recording Process

- Recording must be initiated through the user interface and must capture synchronised audio and video for the full duration of the interview.
- Recordings must be stored securely within the system until they are successfully transferred to the DEMS.
- Once recording is completed, the system must:
    - Finalise and encrypt the recording
    - Transfer the recording securely to DEMS
    - Provide a clear confirmation of successful or failed upload
    - Retain the recording securely until successful upload to the DEMS is confirmed, after which any local copy must be deleted

4.5.5 Reliability and Failover

- The solution must ensure that interview recordings can be completed without interruption or data loss in the event of temporary loss of connectivity or power.
- The portable solution must include an internal battery or other suitable portable power source capable of supporting uninterrupted interview recording in operational environments where mains power is unavailable.
- The system must include secure local retention of recordings until successful upload to the DEMS.
- Once connectivity is restored, recordings must synchronise automatically with the DEMS without user intervention.
- Audio and video must remain fully synchronised at all times.

4.5.6 Technical and Security

- The interview system must include visible indicators to show when recording is in progress
- Recordings must be saved in a standard evidential format (e.g. MP4 or an approved equivalent) with time-stamped metadata including:
    - Start/end time
    - Interviewer ID
    - Device ID

- All recordings and associated files must be encrypted. All encryption must meet a minimum standard of AES-256 for data at rest and TLS 1.3 (minimum) for data in transit. All recordings and associated files must remain encrypted in use, at rest, and in transit.
- The recording system must prevent unauthorised access, tampering, or removal of recordings and must support full auditability of all system and user actions.

4.6 Digital Evidence Management System (DEMS)

The requirements set out in this section apply to all Lots and describes the DEMS to be supplied, configured, and supported by the successful Tenderer under this RFT. This DEMS is separate from, but must be capable of integrating with, the future AGS Strategic DEMS project outlined in Strategic Approach to Digital Evidence Management.

The DEMS will serve as the secure repository for all interview recordings captured under this tender. It must provide evidential-grade storage and meet the operational, legal, and data protection requirements of the

Contracting Authority.

The system must support a distributed recording environment, enabling seamless upload, access, and management of recordings from multiple remote locations. It must be scalable, resilient, and capable of supporting future integration requirements.

4.6.1 System Architecture

Lot 1 – Specialist Victim Interview Suite (SVIS)

For Lot 1, the DEMS must be delivered as a fully operational cloud based solution. The proposed solution must meet all security, data protection, and evidential requirements set out in this tender.

The solution must support secure local storage of interview recordings where network connectivity is unavailable or interrupted. Interview recordings must continue uninterrupted, remain securely stored until connectivity is restored, and automatically uploaded or synchronise to the DEMS once connectivity is re-established. The local copy must be retained until successful upload to the DEMS is confirmed after which it must be deleted.

NB: *the Contracting Authority will not accept any system in Lot 1, that resides outside the EU/EEA jurisdictions, is still under development or dependant on future releases to meet the requirements of this tender.*

Lot 2 and Lot 3 - Evaluation

For Lot 2 and Lot 3, the DEMS must be delivered as a cloud-based solution for evaluation purposes.

Where a solution under Lot 2 is selected by the Contracting Authority for deployment as part of a PoC, the proposed solution must comply with all applicable technical, security, operational, data protection, and evidential requirements specified for Lot 1, including data residency within the EU/EEA.

Requirements relating to long-term data residency, integration, and operational retention for Lot 3 will be assessed separately and do not form part of this evaluation.

4.6.2 Core Functions

The DEMS must be capable of:

- Automatically receiving and securely storing interview recordings uploaded from SVIS sites.
- Encrypting all data at rest and in use (AES 256), and in transit (TLS 1.3 minimum).
- Enforcing Role-Based Access Control (RBAC) and permissions.
- Allowing authorised personnel to securely replay and review recordings.
- Encoding interview recordings using the H.264/H.265 video codec and storing them in a MP4 format.
- Ensuring Recordings are playable using standard media players and do not require proprietary viewers, plug-ins or specific software.
- Secure sharing of recordings via system generated links in a controlled and audited manner.
- Configurable management of shared links, including access permissions and time-based expiry.
- Supporting view-only access via secure-links that prevent the downloading, copying, or modification of recordings.
- Supporting download-enabled access – where explicitly authorised – allowing recipients to obtain a copy of the original evidential recording in its native format.
- Providing comprehensive audit logs of all system and user activity, including access, playback, export, sharing, and administrative actions.

Once a recording is completed and finalised on the recording device, the DEMS must:

- Automatically initiate secure upload from the recording system.
- Verify successful receipt and integrity of the recording before confirming completion.
- Associate the recording with all approved and validated metadata.
- Allow authorised users to download the original evidential recordings, preserving the original codec, file format, and all associated metadata.
- Ensure the original evidential recording remains unaltered; any altercation or derivatives versions must be stored separately and clearly identified.

4.6.3 Key Features

The following features apply to the DEMS requirements for all Lots under this tender, unless otherwise stated.

- The DEMS must provide a web-based UI accessible via a standard modern web browser (e.g. Edge, Chrome, Firefox).
- The web-based UI must not require browser plug-ins or additional client software to be installed on end user devices.
- The UI must be fully responsive and usable on the Contracting Authority's approved mobility devices (laptops, tablets, and mobile phones) while maintaining full security, access control, and audit logs.
- The DEMS must include a built-in transcription feature capable of generating accurate, time-stamped transcripts from audio recordings.
    - Transcripts must be viewable alongside the associated video recording
    - Transcripts must be searchable (i.e. keyword matching)
    - The editing or correction of transcripts must be restricted to authorised users only
    - Transcription data must be securely stored and linked to the original recording
    - The original recording must remain the authoritative evidential source at all times
- Audio and video redaction capabilities must allow each element to be redacted independently, while preserving the original recording unchanged.
- The DEMS must provide a keyword-based search facility for recordings, transcripts, and metadata.
- The DEMS must provide the ability to securely distribute recordings via system-generated links, with access controlled and audited in accordance with permissions set by the Contracting Authority.
- Additional features to include:
    - Tagging or bookmarking of key moments, including the ability to create bookmarks in real time during an interview (e.g. keyboard input or a dedicated control device ergonomically positioned), enabling pertinent sections to be highlighted and saved as time-referenced media clips without impacting the integrity of the original recording
    - The ability to translate transcripts into multiple languages to support operational and evidential requirements. Solutions should demonstrate how such functionality could be supported, including considerations for accuracy, security, and data protection

NB: *All processing (including transcription, translation, redaction etc.) must take place within the EU/EEA.*

4.6.4 Advanced Features (Lot 2 and Lot 3)

The following features are intended to support the evaluation of emerging and advanced technologies under Lot 2 and Lot 3. Tenderers are encouraged to demonstrate available or proposed functionality in these areas.

- Real-time translation of interviews, including the ability to display translated content on a separate handheld device (e.g. tablet) for use by interviewers and monitoring personnel.
- Secure external communication capabilities using a handheld device, enabling authorised participants such as legal representatives, medical professionals, interpreters, or other approved

personnel to securely communicate or exchange information with interviewers during an interview. Tenderers should describe how such communications are authenticated, audited, timestamped, and retained where appropriate.

- Automatic speaker differentiation within interview transcripts, enabling individual speakers to be identified and separated throughout the recording. Tenderers should describe the expected accuracy of this functionality, and any user verification mechanisms provided.
- Automated summarisation of interview content, including the ability to navigate from summary text or selected sentences directly to the corresponding time-referenced section of the original recording.
- Evidence presentation recording capabilities, allowing digital evidence (e.g. documents, photos, etc.) presented during an interview to be securely captured, synchronised, and timestamped with the interview recording, and retained as part of the evidential record. Tenderers should describe how such material is associated with the recording while preserving evidential integrity and maintaining a clear audit trail.
- Secure remote participation, allowing authorised personnel to attend interviews remotely.

Tenderers are encouraged to propose additional advanced or emerging functionalities that may enhance interview review, analysis, or operational efficiency. All such features must maintain evidential integrity, security, and compliance with applicable data protection requirements.

NB: *Any AI functionality must be disabled by default and must not be enabled without prior written Authorisation from the Contracting Authority**.***

4.6.5 Security and Compliance

- User authentication and access control must be implemented using:
    - Active Directory (AD) for on-premise deployments; or
    - Microsoft Entra ID (Azure AD) for cloud-based deployments
- The system must support centralised RBAC, including, but not limited to:
    - **Interviewers:** Access to their own recordings only
    - **Supervisors**: Access to multiple sites
    - **Administrators:** Full system management, audit capabilities
- The system must support the classification of recordings by confidentiality level, enforced through RBAC and policy-based restrictions on viewing, sharing, and downloading.
- For a cloud-based deployments, the DEMS should be provided within a dedicated tenant instance for the Contracting Authority. Shared or multi-tenant environments will only be considered where equivalent isolation, security controls, and evidential safeguards are clearly demonstrated and approved by the Contracting Authority.
- The system must support and enforce the principle of least privilege for all users and system accounts.
- All user access, privilege assignments, and security relevant system actions must be secure, logged, and auditable.
- Recordings must be tamper-proof, with integrity checks to detect any unauthorised changes.
- Data retention, deletion, and export capabilities must be configurable in line with Garda policy and legal obligations.
- The system must be fully compliant with GDPR and all applicable data protection legislation.
- All recordings, transcripts, metadata, audit logs, and any other data generated by the proposed solution shall remain the sole property of the Contracting Authority.

***NB:** The successful Tenderer will be required to nominate suitably qualified personnel, if requested by the Contracting Authority, to provide expert technical assistance and witness testimony in relation to the contracted DEMS and the management of the chain of evidence. The nominated personnel must possess detailed technical knowledge of the contracted system and be directly involved in its design, implementation and operation.*

4.6.6 Training Environment

The successful Tenderer must provide a dedicated training environment for all Lots, including training equipment and a separate Training DEMS.

The Training DEMS must be fully segregated from any live operational DEMS. There must be no shared data, users, credentials, or access between the training and live environments. The use of the live operational DEMS for training purposes will not be accepted, due to the operational and evidential risk of accidental access to, modification of, or damage to live evidential material.

The training environment must allow realistic, end-to-end training of all relevant system functions, including but not limited to:

- Recording initiation and control
- Metadata entry and validation
- Upload and synchronisation with the DEMS
- Playback and review of recordings
- User and role management,
- Use of system features

***NB:** All training must be carried out without any impact on live systems or evidential data.*

4.7 Network Infrastructure

The proposed solution must include a dedicated, secure network infrastructure to support the operation of interview recording systems provided under this tender. The network must provide reliable, encrypted transmission of interview recordings from each interview location to the DEMS. The infrastructure must also support scalability for future expansion across additional Garda sites.

4.7.1 Network Requirements

The successful Tenderers must design and supply a network infrastructure that includes:

- All required networking components such as switches, routers, firewalls, and any additional hardware necessary to support the system.
- Equipment capable of supporting PoE to power cameras and potentially microphones via a single network cable.
- Backup cable should be used for each camera and microphone to ensure redundancy.
- A secure, encrypted communication path between each interview location and the DEMS.
- Internal network isolation ensuring that all interview recording components (e.g., cameras, UI/recording device, audio interfaces) are protected from external interference or unauthorised access.
- Sufficient bandwidth and throughput to transmit high-quality audio and video streams reliably and without degradation.

All networking equipment supplied must be compatible with the Contracting Authority's existing network environment. The Contracting Authority's network infrastructure is predominantly based on Cisco technologies, including:

- Cisco Catalyst 9000 series switches
- Cisco 8000 Series and Cisco 1000 Series routers operating within a DNA Centre (DNAC) managed environment
- Legacy Cisco routing and switching equipment.

Tenderers must ensure full interoperability with these platforms and must not introduce technologies that are incompatible with the Contracting Authority's network environment.

4.7.2 Connectivity

Wired connection (Fibre First) is the preferred method for ensuring secure and reliable connectivity between each interview locations and the DEMS. Where a wired connection is not available, the network solution must provide uninterrupted and secure connectivity using one of the following approved alternatives:

- A dedicated and managed 4G/5G modem or router, compatible with the Contracting Authority's network standards (predominately Cisco based).
- A site-to-site VPN tunnel or equivalent encrypted connection.
- Any alternative secure method approved by the Contracting Authority.
- For Lot 3, where wired connectivity is not available or practical, Tenderers are encouraged to propose innovative and secure connectivity solutions.

The networking setup must ensure:

- End-to-end encryption of all video and data transmissions.
- Resilience to network failure (e.g. automatic reconnection, retry of uploads).
- Monitoring or alerting capabilities if connection to DEMS is lost or unstable.

***NB:** Where the use of a dedicated 4G/5G connectivity solution is at any time determined by the Contracting Authority to present a security concern or no longer comply with the Contracting Authority's ICT security requirements, the successful Tenderer must support the migration of connectivity through the Contracting Authority's network.*

4.7.3 Security and Configuration:

All network devices must be configured and deployed using secure-by-default principles. This includes:

- Secure by default configurations, strong administrative credentials, and RBAC where appropriate.
- All network communications, including transmission between interview locations and DEMS, must use the encryption standards outlines in this tender.
- Network connectivity must be designed so that all data remains encrypted end-to-end, with all termination, decryption, and network management functions located within the EU/EEA for Lot 1.
- Remote access restricted to authorised system administrators only.
- Firmware update capabilities to support long-term patching and maintenance.
- Physical and logical protections against tampering or unauthorised access.

4.7.4 Scalability and Maintenance:

The proposed network solution must be easily scalable, allowing additional interview rooms, equipment, or sites to be added with minimal reconfiguration.

The successful Tenderer must provide:

- Telemetry and remote monitoring for all recording system components including cameras, microphones, recording devices, UI devices, network equipment, and connectivity to the DEMS.

- Telemetry must include system health, availability, storage capacity, network connectivity and fault conditions.
- Automated alerts for critical events such as device failure, loss of connectivity, failed uploads, etc.
- Secure remote monitoring accessible only to authorised personnel and the successful Tender for support and maintenance purposes.
- Full support for updates and maintenance as part of the SLA including any necessary network upgrades.

The successful Tenderer is responsible for delivering a fully functional, secure, and self-contained network that ensures reliable communication between interview recording systems and the DEMS — both at initial deployment and as the system expands.

4.8 Licencing Requirements

The successful Tenderer shall be responsible for providing all licences required for the operation of the proposed interview recording systems. This includes, but not limited to, user licences, camera licences, audio licences, transcription, analytic licences, and any other licences necessary to deliver the full functionality of the solution.

All licences must be valid for a minimum initial term of four (4) years from the date of live commissioning with an option to extend the term for up to three (3) additional periods of two (2) years each. The successful Tenderer must also confirm that all licencing complies with relevant data protection regulations.

5. Installation and Commissioning Services

Where required by the Contracting Authority, the successful Tenderer shall provide installation, configuration, commissioning, relocation, modification, and services for equipment supplied under this tender.

For Lot 1, the successful Tenderer is responsible for delivering a fully installed and operational SVIS solution, including all associated equipment, cabling, network infrastructure, configuration, testing and commissioning services.

The Tenderer will also be required to safely decommission, remove and dispose of any existing equipment being replaced under Lot 1. All work must be carried out in accordance with applicable legislation, environmental regulations, and the Contracting Authority's requirements.

For Lot 2 and Lot 3, installation services may be requested by the Contracting Authority as part of the evaluation of supplied equipment. For Lot 2, installation services may also be required where a system is selected for deployment as part of a PoC. The scope of such works may vary depending on the proposed solution and operational requirements.

Installation services may include, but are not limited to:

- Mounting and securing cameras, microphones, displays, UI devices, recording devices, and associated equipment.
- Installation, termination, and testing of power, network, audio, video, and other required cabling.
- Configuration of hardware, software, recording systems, and associated DEMS components.
- Functional testing and commissioning of the complete solution.
- Relocation, modification, or removal of equipment where required.
- Restoration of installation areas to their original condition following equipment removal where applicable.

Tenderers must provide details of their installation methodology and provide pricing of all works mentioned. All works must be carried out by qualified personnel and in compliance with all of the Contracting Authority's requirements.

5.1 Standards and Compliance

All camera equipment and associated installation works must comply with the applicable requirements of the EN 62676 series of standards for video surveillance systems, or equivalent standards, where relevant to the proposed system.

All equipment supplied under this tender must carry the appropriate CE marking and comply with all applicable EU product safely, electromagnetic compatibility, environmental, and regulatory requirements.

Any wireless or radio equipment supplied as part of the proposed solution must comply with all applicable EU regulatory and cybersecurity standards.

6. Operations and Maintenance Manuals

6.1 General

Each system shall be accompanied by a complete set of Operations and Maintenance Manuals covering all equipment, software, and systems supplied. The successful Tenderer shall provide:

- A complete digital copy in an open document format (e.g. PDF).

The manuals must include technical specifications, installation and configuration details, operating instructions, maintenance schedules, troubleshooting guidance, repair procedures, and a complete parts list.

Full "as-built" documentation shall also be provided, including camera locations, cable-routes, wiring diagrams, and network layouts. This documentation must be supplied as an electronic copy in AutoCAD and/or Microsoft Visio format.

Acceptance of manuals and drawings will be approved in principle during the planning of the installation, but in no way relieves the successful Tenderer of their responsibility regarding correctness thereof or of any mishaps resulting from incorrect interpretation of the design, material selection, dimensions on drawings, or any other aspect that will influence the efficiency or integrity of the equipment or the installation, fastening down, or operating conditions of the equipment.

NB: *Lot 3 proposals do not require installation documentation.*

6.2 Format and Contents of Manuals

Manuals must be written in clear, practical language suitable for both operational and technical staff.

A draft set of manuals shall be submitted to the Contracting Authority for review no later than one month after commissioning. Final approved versions must be provided prior to handover. Delivery of the installation will not b accepted without approved manuals.

The manuals must include, at a minimum:

- A general description of the system and its operation
- Description of the interview environment, and operator workflows (including Monitoring Room controls where applicable)
- Approved and "as-built" drawings and diagrams

- Full equipment schedules (model numbers, serial numbers, IP addresses, power requirements, configurations)
- Commissioning and performance data
- Preventative and corrective maintenance procedures
- Routine testing guidelines for the Contracting Authority, including the frequency that tests are to be carried out
- Fault, failure, and emergency procedures
- System block diagrams and alarm descriptions
- Maintenance records, reporting templates, and support contact details

Paper manuals must be indexed and clearly labelled. Digital copies must be readable without proprietary software and supplied on identifiable media.

7. Service Level Agreement

Maintenance and Service Level Agreements (SLAs) will be put in place to ensure that systems provided under Lot 1 (SVIS) are maintained in full operational and working order. A Contract may be awarded for up to 7 years. Initial Contracts will be awarded for a term of three (3) years with an option to extend the term for a period or periods of up to twelve (12) months, with a maximum of four (4) such extensions. SLAs will become effective from the time of live commissioning of the system.

A SLA may be required for Lot 2 (SIVRE) and Lot 3 (Portable Interview Recording Equipment). Tenderers should cost for warranty coverage and any additional services requested by the Contracting Authority in accordance with Installation and Commissioning Services. Where a system under lot 2 is deployed as part of a PoC, Tenderers will provide pricing for the support and maintenance services available for the duration of the deployment.

7.1 Call Out Provision

In the event of any fault or condition occurring, a facility will be in place to report the fault or condition to the Contracting Authority's ICT service desk to ensure a response is initiated to the Tenderer and the fault cleared. The successful Tenderer will include their escalation matrix. The Tenderer should include details of their out of hours support service in the Tender response per Lot Tendered for.

7.2 Scheduled Maintenance

In addition to any callouts, the successful Tenderer will visit SVIS locations on a quarterly basis to inspect the system and ensure that all elements of the system are operational and correct. The Successful Tenderer will inspect all elements of the system and carry out any maintenance required.

7.3 Passwords and Credentials

All credentials and passwords associated with systems provided under this tender must be handed over to the Contracting Authority, including administrator passwords. the Contracting Authority must be notified if or when passwords change. The Tenderer must not use shared, default, or reused credentials or passwords that are also used by the Tenderer for other customers or employees.

7.4 Provision of Services

The successful Tenderer will provide services required to support the Garda operational requirements in regard of additions, modifications, and changes as they occur during the time in which the SLA is in place.

The following indicators will be used to measure performance (KPIs).

Operational KPIs

- **System Uptime (%)** - Target: 99.9% or higher.
- **Incident Response Time** - Time taken to respond to reported faults or outages. Should align with SLA commitments.
- **Resolution Time** - Average time to resolve technical issues once reported.
- **Preventive Maintenance Compliance** - Percentage of scheduled maintenance tasks completed on time.

Technical KPIs

- **Footage Quality Compliance** - Percentage of cameras delivering footage that meets resolution and clarity standards.
- **Storage Availability** – Availability of DEMS storage capacity required to receive interview recordings
- **System Integration Success Rate** - Successful integration and ongoing compatibility with required AGS systems (e.g. DEMS).
- **Downtime per Camera** - Average downtime per camera per month

Service & Support KPIs

- **Customer Satisfaction Score (CSAT)** - Based on feedback from internal stakeholders or end users.
- **First-Time Fix Rate** - Percentage of issues resolved on the first visit or attempt.
- **Compliance with SLA Terms** - Tracks adherence to service level agreements, including response and resolution times.
- **Training & Documentation Quality** - Evaluates the usefulness and clarity of vendor-provided training and user manuals.

Security & Compliance KPIs

- **Data Protection Compliance** - Ensures vendor practices align with General Data Protection Regulation (GDPR) and other relevant regulations.
- **Audit Pass Rate** - Percentage of internal or external audits passed without major findings.
- **Vulnerability Response Time** - Time taken to patch or mitigate known security vulnerabilities.
- **TPRM** - Meet compliance with TPRM criteria during periodic reviews.

7.4.1 Support and Incident Management

- **Incident Classification:**
    - **Critical Incidents** - are major disruptions affecting operations (e.g. System failure or data loss)
    - **Minor Incidents** - are minor disruptions such as degraded service but not effecting operational capabilities
- **Resolution Times:**
    - **Critical incidents** – response within 3 hours (remotely if available or onsite); resolution within 8 hours (maximum) from commencement of work and certified as repaired
    - **Minor incidents** - response within one (1) business day (remotely if available or onsite): resolution within 12 hours (maximum) from commencement of work and certified as repaired
- **Fault Reporting and Tracking**:
    - A daily manned helpdesk must be provided to report faults and request technical support by the Contracting Authority's ICT service desk
    - The Contracting Authority's ICT service desk will indicate whether a fault is critical or minor

    - Each incident must be assigned a unique ref number
    - The Contracting Authority must have access to a fault tracking system showing progress updates
- **Escalation**:
    - Issues not resolved within the stated resolution time, will be escalated to higher levels of management, following the escalation matrix provided

7.4.2 Patch and Vulnerability Management

The managed service must include ongoing security patch and vulnerability management for all system components supplied under this contract.

- Where the system uses operating systems (e.g. Windows, Linux, or equivalent), the successful Tenderer must apply vendor-approved security patches on a monthly basis.
- Critical or high-severity security vulnerabilities must be assessed immediately and remediated without delay.
- Patching must be planned and executed to minimise operational impact and must not compromise evidential integrity, system availability, or data integrity.
- All patches and updates must be automatic and without user intervention.
- All patching activities must be logged and made available to the Contracting Authority upon request.

7.4.3 Planned Service Outages

The successful Tenderer will be required to consult with local Garda Management and notify in writing all planned outages, both to Garda DCO personnel and the Assistant Principal Officer who is responsible for the system.

7.4.4 Scheduled Maintenance Report

On completion of the quarterly scheduled maintenance, the successful Tenderer will provide the Contracting Authority with a comprehensive report detailing the findings and actions taken on each system – irrespective of whether or not problems were identified.

7.4.5 Sign Off

On completion of the quarterly scheduled maintenance, the successful Tenderer will confirm in writing that all maintenance actions recorded in the report have been completed and that all systems have been returned to full operational status.

7.5 Future Upgrade and Migration Assistance

For Lot 1, the successful Tenderer must provide any technical assistance required to support any future upgrade or migration of the SVIS system (including integration with the AGS DEMS) at no additional cost to the Contracting Authority during the life of this contract. All upgrade or infrastructure costs will be funded separately by the Contracting Authority; however, the successful Tenderer's technical support must be provided without charge.

7.6 Account Management and Customer Care

With a view to establishing clear communication channels, the successful Tenderer shall appoint a Technical Manager and an Account Manager, who shall be responsible for managing the technical and business relationship with a nominated contact in the Contracting Authority. The primary delivery mechanism for the service will be a senior engineer (this role may be covered by a team), however the engineer fulfilling this role at any time will be visible to the Contracting Authority.

Preference in the award of Contracts will be given if the Tenderer can demonstrate a highly responsive maintenance capability underpinned with a fast turnaround time to address technical issues that result in any SVIS system going offline. Tenderers must demonstrate how they will achieve the response times proposed and provide details of the extent to which they are relying on a local capacity both their own or subcontractors. If the Tenderer proposes to use third party contractors for support, they need to understand if that relationship expires that the Contracting Authority will require immediate reinstatement with another third-party contractor and notification of both circumstances. the Contracting Authority do not propose to pay excessive travelling expenses or overnight subsistence if local coverage is not possible.

The roles are outlined as follows.

Technical Manager Responsibilities:

- Act as single point of contact for technical queries.
- Provide the customer with updates on the status of calls.
- Follow up and ensure closure of all calls and service desk tickets.
- Ensure customer queries, tickets etc. are dealt with in a responsive manner.
- Ensure all works undertaken and all parts maintained comply with health & safety legislation and safety guidelines issued.
- Provide and present monthly reports regarding all issues and conditions of the contract.

Account Manager Responsibilities:

- Billing queries
- Proposals and quotations
- Provide updates to the customer regularly
- Notify AGS of relevant training or product updates.
- Provide a quarterly financial report to AGS.

7.6.1 Spare Equipment Holdings

Spare parts for the repair, replacement, and maintenance of the SVIS system will be maintained and owned by the successful Tenderer who is awarded a Contract for the period of the Contract. It is the responsibility of the successful Tenderer who is awarded a Contract to support the provision of spare parts for maintenance. Spare parts will not be purchased or held by the Contracting Authority.

The Successful Tenderer who is awarded a Contract will be required to hold spare equipment and parts for this contract to be made available to each SVIS location. Tenderers are requested to provide a list of the equipment and parts held to fulfil this contract and to cost the provision over a term of up to ten (10) years. If no spares are being held, the Tenderer needs to outline how they intend to support the system and acquire the parts necessary in the timeframes required to carry out repairs.

The successful Tenderer will be responsible for providing good care in the supply, storage, maintenance and disposal of all spare parts for the systems covered under this contract. As the availability of spares directly impacts on Mean Time to Repair (MTTR), the onus shall be on the Tenderer to have a sufficient number of spares in stock or on call to meet the service level agreements specified in this RFT. Considering recent events (i.e. COVID), the successful Tenderer must hold adequate spares in Ireland to meet such unusual events. All spares parts capacity should be maintained by the successful Tenderer.

The Contracting Authority reserves the right to request at short notice an inspection of any purchased stock of spares held by the successful Tenderer on behalf of the Contracting Authority.

The Contracting Authority reserves the right to request delivery of any purchased stock of spares to Garda Stores held by the successful Tenderer on behalf of the Contracting Authority. The cost of spares offered by respondents will be evaluated and used as part of the award criteria and future system upgrading within the maintenance contracts life.

7.6.2 Warranty

The warranty requirement applies to equipment supplied under all Lots, including equipment provided under Lot 2, if deployed as part of a PoC. The minimum warranty should be 5 years, if possible (if not state why), extended warranty would be desirable. All software upgrades should cover the duration of the warranty.

7.7 Training program

The training requirements set out in this section apply to Lot 1; however, the Contracting Authority may request similar training services under Lot 2 and Lot 3 where required, including where a system is deployed as part of a PoC.

Operational and technical training is required for SVIS operators and technical staff in relation to the system and its operation. All personnel performing duty as operators or supervisors shall receive training on a dedicated training DEMS in the use of the system.

Operator training shall be provided by the successful Tenderer on site at each SVIS location and will provide the participants with a thorough working knowledge of the system. Training may be required over a number of days to facilitate all personnel on the SVIS roster. It would be expected to take place on normal working days between the hours of 9am and 5pm. Ongoing training will be required as local personnel change position or retire.

NB: *Operator training will extend only to the point of equipment operations. Operational training in procedures and the code of practice will be provided by Garda In-service training programs.*

Technical training shall be provided by the successful Tenderer at Regional Garda Headquarters or designated training centres, as specified by the Contracting Authority. The course content should include operation of the system, technical configuration and maintenance of the main elements of the system.

The successful Tenderer must specify the maximum recommended number of participants for each operator or technical training session and identify any practical limitations or recommended class sizes.

In addition to operator and technical training, the successful Tenderer will be required to provide a Train the Trainer programme for nominated personnel of the Contracting Authority. The programme will equip the participants with the knowledge and skills required to deliver operator and administrator training, support ongoing users development and provider refresher training as required.

The Contracting Authority reserves the right to determine the type, scope, and extent of training required under this contract. Depending on the operational requirements, this may include any or all of the training methods outlined in this section for Lot 1, and, where applicable, Lot 2 deployments.

The detail of all training programmes must be submitted with the tender proposal and must include:

- Cost
- Course content
- Training requirements

- Format of training
- Training materials

The training will be dependent on the level of responsibility, but typically would include the following:

Operator / Supervisor:

- Introduction to SVIS
- Data Protection principles
- SVIS system overview, general and specific to this site
- Introduction to digital recording
- System security, logging on and off
- Basic camera controls
- PTZ operation (including preset positions)
- Handling and responding to alarms from the system
- Basic fault-finding and diagnostics, understanding system status indicators
- Retrieving and reviewing of recordings,

Supervisor / manager:

As operator, plus.

- Retrieving and reviewing of recordings,
- Creating links or back-up copies
- Use of advanced features and functions, (e.g. Transcripts, redaction, searching, etc.). System housekeeping, managing data archives, basic diagnostics, problem investigation, identification and (where possible) resolution.

Instructor lead training, eTraining or Garda Educational Training System (GETS) will be considered. All training will have an online module at the end of training which will examine the learning outcome this will be implemented with the involvement of the Garda College. A refresher online module will also be made available so operators and supervisors can refresh their training on an annual basis.

- The training media provided must comply with Sharable Content Object Reference Model (SCORM) standards to ensure seamless integration with An Garda Síochána's existing Learning Management System (LMS).
- Should allow for downloadable SCORM files, compatible with An Garda Síochána's internal LMS platform

8. General Provisions

8.1 Documentation to be Supplied at Commissioning Stage

As part of the commissioning requirement, the successful Tenderer awarded the contract must provide the following Documentation electronically in PDF format to the Contracting Authority, Assistant Principal Officer, Telecommunications DCO section, in respect of each system (*as applicable*):

- Copy of the Commissioning documents
- Copy of the Service Level Agreement
- Copy of engineering documents setting out a written description of the system including system installation diagrams and maintenance requirements.
- Copy of any licence agreements obtained in respect of the system.
- Set of equipment maintenance manuals.

- Set of equipment operating instruction manuals.

The Framework Member who is awarded a Contract under a Framework Agreement will liaise with the Garda College, Templemore, in relation to the delivery of the training.

9. Environmental Management and Sustainability

9.1 Disposal of Old Equipment

All CCTV infrastructure removed during this upgrade or during maintenance and upkeep of the CCTV system will be disposed of legally and ethically, and compliant with all legislation setting out how all electrical equipment should be disposed, and all non-electrical equipment should be disposed of by recycling where possible. All equipment will be disposed of legally in compliance with WEEE regulations and other legal obligations, a certificate of destruction will be provided to the Contracting Authority.

9.2 ECO Power Consumption

The Contracting Authority would like to embrace a greener approach to its ICT installations. The CCTV system must embrace any technology which reduces power consumption over time.

10. Detailed Award Criteria Scoring

10.1 Mandatory Criteria

The Mandatory Requirements must be provided to progress further in the tender process.

10.1.1 The Tenderer **must** provide the experience of the proposed Project Delivery and Technical team(s) and outline their suitability to deliver the services. Any relevant qualifications should also be provided for information purposes. Please complete the associated CV template in the relevant worksheet (see Annex 5) provided in the contract document folder on eTenders.gov.ie.

NB: *The Contracting Authority will award a Pass/Fail based on the overall team submission and relevant experience.*

Rule: Pass / Fail

10.1.2 The Tenderer must outline all AI features available in their solutions and certify that they are switched off by default.

Rule: Pass / Fail

10.1.3 Any new DEMS cloud solution being proposed must have all data encrypted at all stages of its data life (live, in transit and at rest). A minimum of 256 AES encryption at rest and a minimum of TLS 1.3 while data is in transit. Please outline how this is implemented and provide a detailed IP Route (e.g. using Trace Route, Nmap) the data will take and what Cloud Platforms the data travels or rests.

Rule: Pass / Fail

NB: *Data must only transmit/reside and be always processed within EU/EEA.*

10.1.4 The successful Tender **must** undertake to replace any cameras or equipment they have installed which do not function according to the Contracting Authority expectations.

Rule: Pass / Fail

10.1.5 The Tenderer **must** guarantee that all video, data, metadata and system generated data associated with SVIS systems is the property of An Garda Síochána including metadata associated with historical deleted videos

Rule: Pass / Fail

10.1.6 The Tenderer **must** itemise in detail all licences associated with their proposed system

Rule: Pass / Fail

10.1.7 The Tenderer **must** agree to assist in any future upgrade or migration outlined in Section 7.5 '***Future Upgrade and Migration Assistance*'** for the duration of the contract awarded.

Rule: Pass / Fail

10.1.8 The Tenderer **must** undertake Garda Vetting of all their employees, contractors and any 3rd party contractors employed on the Garda CCTV System. Please refer to Part 2: Instructions to Tenderers, Section 2.22 '***Vetting / Security Clearance***'.

Rule: Pass / Fail

10.1.9 A Health and Safety Risk assessment on all aspects of the equipment being used and installed will be carried out by the supplier and all documents required for updating the local AGS Safety Statement at each of the system locations will be provided to assist with the updating of the local Safety statement in co-operation with local Garda Management. This will be carried out on an annual basis.

The Supplier will implement Safety, Health and Welfare Processes and Procedures in line with the Guidance document (see Annex 4) and sign any agreements required under the Construction Regulations 2013 (if applicable).

During the implementation of this SVIS System the chosen Tender Supplier must ensure compliance with all Health and Safety rules and regulations in the Safety, Health and Welfare act 2005 (as amended).

Rule: Pass / Fail

10.2 Award Criteria

The Award Criteria set out in Error! Reference source not found., Section 3.3.2 above are further subdivided i nto individual sub-criteria below. Individual sub-criteria will be scored on either a pass / fail basis or a scored basis by the evaluation team using the scoring methodology set out in Section 3.3.3. Where sub-criteria are scored on a pass / fail basis the maximum marks available for the sub-criteria are set out below.

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
		Section A - Project Delivery			
A.1	**Appendix 1**	**Delivery & Project Management**			
A.1.1	2	The Tenderer **must** describe the functionality of the SVIS System they propose to use for cloud	400	240	*(Applicable to Lot 1 only)*
A.1.2	2	The Tenderer **must** describe the functionality of the SIVRE System they propose to use	400	240	*(Applicable to Lot 2 only)*
A.1.3	2	The Tenderer **must** describe the functionality of the Portable Interview and Video Recording System they propose to use	400	240	*(Applicable to Lot 3 only)*
A.1.4	2.1	The Tenderer **must** provide a **Rollout Plan** outlining how their proposed solution will be rolled out - clearly visible detailed timelines, resourcing needs and any delivery expectations or criteria required?	100	60	*(Please provide your answer as an attachment in .xlsx format clearly labelled) (Applicable to Lot 1 only)*
A.1.5	2.2	The Tenderer **must** provide a methodology to identify user needs specifically around disability as outlined in section 2.2 '***Accessibility***'.	100	60	*(Applicable to Lot 1 only)*
A.2	**Appendix 1**	**Innovative Design Solution**			
A.2.1	2.3	The Tenderer **must** outline how their design solution provides innovative ideas which AGS can use to future proof and secure its technology	100	60	
A.2.2	2.4	The Tenderer **must** explain how they encrypt video data between each system and DEMS.	200	120	
A.2.3	2.5	The Tenderer **must** outline how their proposed DEMS integrates with other DEMS and give examples of where this has been done.	200	120	
A.3	**Appendix 1**	**DPIA & Governance**			
A.3.1	3	The Tenderer **must** outline how they propose to develop the Data Protection Impact Assessment (DPIA) requirements for AGS and indicate how this service will be provided (i.e. by the company's own resources or a third-party contactor).	100	60	
A.3.2	3	**The** Tenderer **must** outline how they will develop a system using the concept of Privacy by Design and Privacy by Default.	100	60	
		END			

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
		Section B - Infrastructure & Technical Solution			
B.1	**Appendix 1**	**Lot 1 Design of the SVIS System**			***Questions applicable to Lot 1 only***
B.1.1	4.1	The Tenderer **must** outline the technical specifications for each camera proposed	200	120	
B.1.2	4.1	All proposed cameras **must** operate at low light while still recording in colour and can successfully deal with extreme	100	60	

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
		lighting conditions. Provide details of how this will be achieved			
B.1.3	4.2	The Tenderer **must** outline the technical specifications for each microphone proposed	200	120	
B.1.4	4.3	The Tenderer **must** describe the functionality of the communications system they propose to use	200	120	
B.1.5	4.4.1.1	The Tenderer **must** describe the UI device they intend to use and how it functions	200	120	
B.1.6	4.4.1.1	The Tenderer **must** describe how the PTZ camera will be controlled, and the video feed will be viewed	100	60	
B.1.7	4.4.1.1	The Tenderer **must** provide what authentication method they will use to manage access to the system including tampering and access to recordings.	200	120	
B.1.8	4.4.1.2	The Tenderer **must** describe how the system will record, store, and upload recordings to the DEMS and what visual confirmations will be presented	200	120	
B.1.9	4.4.1.3	The Tenderer **must** describe how the system will manage recordings during a network outage.	100	160	
B.1.10	4.4.1.3	Tenderers **must** describe how the system will manage the recording of a new interview before the previous interview has been fully uploaded	200	120	
B.1.11	4.4.1.3	Tenderers **must** describe how the system will ensure there is no interruption, loss, or corruption of recordings during failover events	200	120	
B.1.12	4.4.1.4	The Tenderer **must** describe what format the recordings will be saved in	100	60	
B.1.13	4.4.1.4	The Tenderer **must** describe what visible indicators they will use during the recording process	100	60	
B.1.14	4.4.1.5	The Tenderer **must** outline how they will ensure Power Continuity as described 4.4.1.5	200	120	

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
B.2	**Appendix 1**	**Lot 2 Design of the SIVRE System**			***Questions applicable to Lot 2 only***
B.2.1	4.1	The Tenderer **must** outline the technical specifications for each camera proposed	200	120	
B.2.2	4.1	All proposed cameras **must** operate at low light while still recording in colour and can successfully deal with extreme lighting conditions. Provide details of how this will be achieved	100	60	
B.2.3	4.2	The Tenderer **must** outline the technical specifications for each microphone proposed	200	120	
B.2.4	4.4.2.1	The Tenderer **must** describe the UI device they intend to use and how it functions	200	120	
B.2.5	4.4.2.1	The Tenderer **must** provide what authentication method they will use to manage access to the system including tampering and access to recordings.	200	120	
B.2.6	4.4.2.2	The Tenderer **must** describe how the system will record, store, and upload recordings to the DEMS and what visual confirmations will be presented	200	120	
B.2.8	4.4.2.3	The Tenderer **must** describe how the system will manage recordings during a network outage.	100	60	
B.2.7	4.4.2.3	Tenderers **must** describe how the system will manage the recording of a new interview before the previous interview has been fully uploaded	200	120	
B.2.9	4.4.2.3	Tenderers **must** describe how the system will ensure there is no interruption, loss, or corruption of recordings during failover events	200	120	
B.2.10	4.4.2.4	The Tenderer **must** describe what format the recordings will be saved in	100	60	
B.2.11	4.4.2.4	The Tenderer **must** describe what visible indicators they will use during the recording process	100	60	

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	*Tenderer Response - Additional Compliance Info*
B.3	**Appendix 1**	**Lot 3 Design of the Portable Interview Video Recording Equipment**			***Questions applicable to Lot 3 only***
B.3.1	4.5.1	The Tenderer **must** outline the technical specifications for each camera proposed	200	120	
B.3.2	4.5.1	All proposed cameras **must** operate at low light while still recording in colour and can successfully deal with extreme lighting conditions. Provide details of how this will be achieved	100	60	
B.3.3	4.5.2	The Tenderer **must** outline the technical specifications for each microphone proposed	200	120	
B.3.4	4.5.3	The Tenderer **must** describe the UI device they intend to use and how it functions	200	120	
B.3.5	4.5.3	The Tenderer **must** provide what authentication method they will use to manage access to the system including tampering and access to recordings.	200	120	
B.3.6	4.5.4	The Tenderer **must** describe how the system will record, store, and upload recordings to the DEMS and what visual confirmations will be presented	200	120	
B.3.7	4.5.5	Tenderers **must** describe how the system will manage the recording of a new interview before the previous interview has been fully uploaded	200	120	
B.3.8	4.5.5	Tenderers **must** describe how the system will ensure there is no interruption, loss, or corruption of recordings during failover events	200	120	
B.3.9	4.5.5	The Tenderer **must** describe how the solution is powered, including battery technology, charging arrangements, expected operating duration under normal conditions and any external or replacement power options available	200	120	
B.3.10	4.5.6	The Tenderer **must** describe what format the recordings will be saved in	100	60	

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
B.4	**Appendix 1**	**Digital Evidence Management System (DEMS)**			***Questions applicable to all Lots unless stated***
B.4.1	4.6.2	The Tenderer **must** describe the functionality of the DEMS they propose to use and how it will comply with section 4.6.2 '***Core Functions***'	400	240	
B.4.2	4.6.3	The Tenderer **must** outline all Key Features they propose to offer	200	120	
B.4.3	4.6.4	The Tenderer **must** outline all Advanced Features they propose to offer	300	180	*(Applicable to Lot 2 and Lot 3 only)*
B.4.4	4.6.4	The Tenderer **must** demonstrate that all features are switched off by default	100	60	
B.4.5	4.6.5	The Tenderer **must** describe their User Authentication method and Access Controls they intend to use	200	120	
B.4.6	4.6.5	The Tenderer **must** describe how they will protect the integrity of data.	200	120	
B.4.7	4.6.5	The Tenderer **must** describe the tenant environment they intend to use. If multi-tenant is used the Tenderer must describe the isolation and security controls proposed.	200	120	

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
B.5	**Appendix 1**	**Network**			***Questions applicable to all Lots unless stated***
B.5.1	4.7	The Tenderer **must** describe the network infrastructure they propose and how it is compatible with the Contracting Authority's existing network environment. ***NB:** The Contracting Authority's existing network environment is predominantly based on Cisco technologies*	200	120	
B.5.2	4.7.2	The Tenderer **must** describe how they would provide uninterrupted and secure connectivity if not using fibre	100	60	
B.5.3	4.7.3	The Tenderer **must** describe how they would provide resilience and security for data transmission	100	60	
B.5.4	4.7.3	The Tenderer **must** describe how they intend to deploy network devices using security by default principles	100	60	
		END			

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
		Section C - Support Services			
C.1	**Appendix 1**	**Service Level Agreement**			**Questions applicable to Lot 1 only unless stated**
C.1.1	7	The Tenderer **must** describe how the propose to deliver a '**Service Level Agreement**' (SLA) as outlined in Section 7	100	60	
C.1.2	7.2	The Tenderer **must** provide the Scheduled Maintenance timeline and outline the work that will take place during that timeframe	200	120	
C.1.3	7.4	The Tenderer **must** provide their escalation matrix for call outs and include all timelines from Fault Report to Completion. Please refer to Section 7.4 '***Provision of Services***'	200	120	
C.1.4	7.6.1	The Tenderer **must** describe how they will comply with Section 7.6.1 to hold spare equipment.	100	60	
C.1.5	7.6.2	The Tenderer **must** provide details on all warranties on all equipment for the duration of the contract.	100	60	*(Applicable to All Lots)*
C.2	**Appendix 1**	**Training Program**			**Questions applicable to Lot 1 only unless stated**
C.2.1	7.7	The Tenderer **must** provide details of the method used to deliver training including the use of eLearning, instructor lead training (ILT) and Garda Educational Training System (GETS).	200	120	*(Applicable to All Lots)*
C.2.2	7.7	The Tenderer must provide their approach to the delivery of training to each of the following groups and highlight the differences between each group. • Train the Trainer • Training Technical Staff • Training Operational End Users The training should cover all aspects of the operation/use/maintenance of the systems tendered for (SVIS, SIVRE, Portable)	200	120	*(Applicable to All Lots)*
		END			

REF	Document REF	Requirement	Max Marks per Sub-criteria	Min Marks per Sub-criteria	Tenderer Response - Additional Compliance Info
		Section D - Sustainability			
D.1	**Appendix 1**	**Environmental Sustainability**			
D.1.1	*9*	The Tenderer **must** comply with requirement 9.1 regarding **'*Disposal of Old Equipment*'.** Please provide proposal to dispose of old equipment and certification of same	200	120	*Applicable to All Lots)*
D.1.2	9	The Tenderer **must** comply with requirement 9.2 regarding '***ECO Power Consumption*'.** Please outline how this will be implemented	100	60	*(Applicable to All Lots)*
D.1.3	9	Tenderers **must** demonstrate their ability to provide goods in an environmentally friendly manner and to provide energy efficient products, which minimize environmental impact. Tenderers **must** provide: • A Certificate of Conformity or Product Information Sheet confirming compliance with applicable EU directives and standards. • The details of a valid Energy Label and evidence of the products registration on the EPREL database • Test results should be provided by demonstrating compliance with relevant European standards applicable to the proposed device. This may include but is not limited to: o EN 50564 for standby and off-mode power consumption. o EN 62368-1 for electrical safety. o EN 55032 and EN 55035 for electromagnetic compatibility. o Compliance with RoHS requirements for restriction of hazardous substances. • Details of arrangements for the return, reuse, recycling or disposal of end-of-life equipment. • Evidence of registration with the relevant producer's registration scheme for WEEE and batteries, and evidence that specific products supplied have been reported to the scheme. Tenderers **must** also provide details of relevant ISO Certifications held (i.e. ISO14001), if available.	200	120	*(Applicable to All Lots)*
		END			

Appendix 2: Pricing Schedule

Tenderers must complete the pricing schedule provided in the Worksheet *“Section D - Cost Items”* in Excel Workbook *“T.045.2026 SOR SVIS Suites and SIVRE Supply and Services Final”.*

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: **The Commissioner of An Garda Síochána** (the "Contracting Authority")

RE: Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Services, for An Garda Síochána

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 Goods and 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 Framework Agreement, the Goods and Services Contract, and the Confidentiality Agreement and agree, if awarded a Goods and Services Contract, to execute the Framework Agreement at **Appendix 5**, the Goods and Services Contract at Appendix 6 to the RFT and the Confidentiality Agreement at **Appendix 7** 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 supply the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Goods and 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, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Goods and Services Contract under the RFT, have in place on the Effective Date of the Goods and 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 Services 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 Goods and Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Services, for An Garda Síochána

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 authorized 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 *"Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Services, for An Garda Síochána"* published by the Commissioner of An Garda Síochána ("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 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 goods and services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

   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 ____________________________________who is personally known to me

(or who is identified to me by ________________________________who is personally known to me) or*

at _____________________________ this ____________day of ________________20___

____

(signed)

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: Framework Agreement

Framework Agreement for the provision of CCTV Services for An Garda Síochána

THIS FRAMEWORK AGREEMENT IS MADE ON THE [date e.g. 2nd] day of [month] 2025:

("the Framework Agreement")

BETWEEN:

The Commissioner of An Garda Síochána of Garda Headquarters, Phoenix Park, Dublin 8, ("the Contracting Authority"); and

[Insert Supplier Name] whose principal place of business is at [insert address] ("the Framework Member")

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

WHEREAS:

1. By Request for Tender advertised advertised on eTenders on the Xth of August 2025 and in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX of 2025 dated XXth of August 2025, and entitled *"Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Services, for An Garda Síochána"* ("the RFT"), the Contracting Authority invited economic operators ("Tenderers") to negotiate a Framework Agreement for the provision of the Goods and Services described in **Appendix 1** of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between Xth of August 2025 and the Yth of September 2025 (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated XXth of September 2025 ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between the XXth of September 2025 and the YYth of October 2025 (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the Framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means ____________________;

“Goods and Services Contract” means the template contract attached at **Appendix 6** to the RFT;

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

“Month” means a calendar month;

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

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

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

1.1 To the extent that any specific provision in a Goods and Services Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Goods and Services Contract shall prevail.

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

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

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

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

2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.

2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Goods and Services Contract during the Framework Term. The Client may at its or their sole discretion choose not to enter into any Goods and Services Contract pursuant to this Framework Agreement.

2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Goods and Services Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Client is not bound to enter into any Goods and Services Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement and the Framework Member may be required to provide reasonable assistance in this respect.

2.4 This Framework Agreement does not confer exclusivity on the Framework Member. The Client may at its sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Client shall observe all obligations at law and shall not afford any advantage to the Framework Member.

2.5 This Framework Agreement shall take effect on the Commencement Date and expire 48 Months thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

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

4. GOODS AND SERVICES CONTRACT

4.1 This Framework Agreement relates to the provision of the Services.

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

5. PROCEDURE FOR AWARD OF GOODS AND SERVICES CONTRACTS

5.1 Direct Award of Goods and Services Contracts

5.1.1 The Contracting Authority may elect to award a Contract by way of direct award by rotation amongst the Framework Members.

5.1.2 The Contracting Authority may draw down a solution directly from the Framework Agreement by providing a Framework Member with:

- the scope and term of the Goods and Services Contract including the details of the specific requirements as set out in the specification of requirement in the RFT.
- the deadline (date and time) for the supply of a solution taking into account the complexity and the time needed to fulfil the requirements.
- any additional conditions (if any) that will apply to the Goods and Services Contract in addition to the terms and conditions already set out.

5.1.3 The first requirement under each Framework will be drawn down from the highest ranking Framework Member in the Framework. The second requirement will be awarded to the second ranked Framework Member. Each subsequent requirement will be awarded to the next highest ranked Framework Member.

5.1.4 In the event that all Framework Members have been offered a Contract the Contracting Authority will revert to the highest ranked Framework Member for the next requirement.

5.1.5 In the event that a Framework Member elects not to accept a Contract the Contracting Authority will offer the Contract to the next highest ranked Framework Member in the rotation.

5.1.6 If no Framework Member accepts the Contract, the Contracting Authority reserves the right to require the first (1st) ranked Framework Member to complete the Contract or to tender the requirement separately, solely at the Contracting Authority's discretion.

5.1.7 For more complex requirements or for larger scale orders the Contracting Authority may engage with the Framework Member(s) to define a scope of work and agree a delivery plan for the fulfilment of an order.

5.1.8 All Correspondence will be through the eTenders Messaging system to provide an audit trail of work completed under the Framework Agreement.

5.1.9 The Contracting Authority will award a Goods and Services Contract following agreement between the parties.

5.1.10 The Term of any Goods and Services Contracts awarded, including any provisions for the extension of the Goods and Services Contracts will be set out in the Goods and Services Contract.

5.2 Supplementary Requests for Tender

5.2.1 The Contracting Authority may elect to award a Contract by way of Supplementary Request for Tender.

5.2.2 On each occasion that the Contracting Authority proposes to award a new Contract by way of Supplementary Requests for Tender under this Framework Agreement, the Contracting Authority shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to the Framework Members in accordance with the following procedure:

5.2.3 The SRFT shall set out:

- the scope and term of the Contract to be awarded;
- the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Contract and the time needed to prepare an appropriate Response.
- any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Framework Agreement and the relevant form of Contract.

5.2.4 All Responses to the SRFT must be submitted via the eTenders system.

5.2.5 Any clarifications issued by the Contracting Authority as applicable, in relation to an SRFT will be communicated via eTenders.

5.2.6 The Contracting Authority may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.

5.2.7 The Contracting Authority reserves the right to issue or seek written clarifications.

5.2.8 The Term of any Contracts awarded will be set out in the SRFT.

6. AWARD OF GOODS AND SERVICES CONTRACT BY WAY OF SRFT

6.1 The award of a Contract on foot of a SRFT will be at the sole discretion of the Contracting Authority.

6.1.1 The Contracting Authority may activate one or more of the Award Criteria below and assign marks only within the ranges shown below and as appropriate to the specific requirements of their Mini-Competition. The Contracting Authority reserves the right to amend or add to the Award Criteria over the life of the Panel Agreements. The Award Criteria including any sub criteria and associated marks will be set out in the SRFT.

6.1.2 Cost may be assigned as the sole Award Criteria or in conjunction with any combination of the remaining Award Criteria as appropriate to the SRFT Mini-Competition. The Maximum Score will be 1,000 regardless of the combination of Award Criteria used.

6.1.3 The response to the SRFT will be based on an assessment of (i) the proposed Cost; (ii) Proposed approach to the delivery of Services Required; (iii) Quality of Resources Proposed to provide services; (iv) Timing of delivery; and (v) Environmental Management. The Contracting Authority reserves the right to seek the services outside the Panel Agreement as set out at 2.4 above.

No.	Mini-Competition Award Criteria	Range of Scores Available
1	**Cost**	**200 to 1,000**
2	Proposed approach to the delivery of Services Required	**0 to 800**
3	Quality of Resources Proposed to provide services	**0 to 800**
4	Timing of delivery	**0 to 800**
5	Environmental Management	**0 to 800**
Maximum Scores Awardable		**1,000**

6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Goods and Services Contract has been executed by or on behalf of the Contracting Authority.

6.3 The Contracting Authority may cancel a Mini-Competition at any time prior to a Contract being awarded. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Framework Member.

6.4 The Contracting Authority will require the Framework Member(s) to whom it has decided to award a Goods and Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member(s) cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

7. APPLICABLE LAW AND JURISDICTION

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

8. COMPLIANCE WITH LAWS

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

9. TAX CLEARANCE

9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.

9.2 Prior to the award of any Goods and Services Contract or Framework Agreement(s), the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Client. By supplying these numbers, the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

10.1 Without prejudice to the generality of clause 7.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Candidates to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

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

12. REGISTERABLE INTEREST

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

13. CONFIDENTIALITY

13.1 All communications between the Contracting Authority or a Framework Client and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority or the Framework Client as appropriate with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Goods may be required, at the absolute discretion of the Contracting Authority, to sign a confidentiality agreement in a format as determined by the Contracting Authority.

13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at **Appendix 6** to the RFT.

13.3 No publicity regarding this Framework Agreement or any Mini Competition or Goods and Services Contract or Framework Agreement(s) pursuant to this Framework Agreement is permitted unless and until the Contracting Authority has given their prior written consent to the relevant communication.

14. NOTICES

14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

14.2 All notices shall be deemed to have been served as follows:

(i). if personally delivered, at the time of delivery;

(ii). 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

(iii). if communicated by email, on the next calendar day following transmission.

15. GIFTS

15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Goods and Services Contract. In the event of any breach of this clause 14.1, the Contracting Authority may terminate this Framework Agreement and any existing Goods and Services Contract(s) or Framework Agreement(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. the Contracting Authority shall not have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving three (3) months written notice to the Framework Member.

17.2 The Contracting Authority shall have the right (in addition to its rights under clause 16.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority or a Framework Client. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Schedule 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;

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

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

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

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

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

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

17.3 Subject to clause 16.2.2, the termination of a Goods and Services Contract or Framework Agreement awarded under this Framework Agreement does not affect the validity of this Framework Agreement.

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

18. FREEDOM OF INFORMATION

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

19. DISPUTE RESOLUTION

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

19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority or Framework Client respectively.

19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.

19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty

(30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

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

SIGNED by _____________,	**SIGNED** by _____________,
being an Officer so authorised	being an Officer so authorised
by the **CONTRACTING AUTHORITY**	by the **FRAMEWORK MEMBER**
in the presence of:	in the presence of:
______________________	______________________
Witness	**Witness**

Schedule 1: Framework Management Provisions

A. The Client's Contact and the Framework Member'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 Framework Member 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 Framework Member'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; and,
3. comply with all reasonable directions of the Client.

C. The Client or its authorised representative may inspect the Framework Member'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 Framework Member shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

Appendix 6: Goods and Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Framework Services, for An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 2025 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8 ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor") (each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled *"Request for Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Framework Services, for An Garda Síochána"* advertised in the supplement to the Official Journal of the European Union, Number XXXXXX of 2025 dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in **Appendix 1** to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to E attached hereto;

   ii. The RFT;

   iii. The Submission.

2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

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

5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

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

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

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

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

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

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

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

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 and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

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

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to purchase any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – e.g.: 125% per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

100% of the fees in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100% of the Charges in dispute. 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.

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

(i) procure the necessary rights for the Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

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

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

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

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at **Appendix 7** to the RFT ("the Confidentiality Agreement").

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

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

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

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The

Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

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

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

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

C. If the Force Majeure Event continues for [insert number]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 [insert period of time months] written notice to the Contractor. This

Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

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

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.

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

E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

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

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to 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 and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

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

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

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

14. ASSIGNMENT AND SUBCONTRACT

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

B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause

20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

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

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

   i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

   ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679

(General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

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

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the

Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

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)

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

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

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]

The Commissioner of An Garda Síochána

External Organisation

Controller-Processor Agreement

for

[Summarise Processing Activity]

Version	Notes
0.1	Initial the Contracting Authority draft [update and maintain version control, with first agreed version constituting v1.0]

1. Parties

1.1 This Controller-Processor Agreement ("this Agreement") is made between:

The Commissioner of An Garda Síochána, a statutory body established under the Garda Síochána Act 1924 and having its principal place of business at the Garda Síochána Headquarters, Phoenix Park, Dublin 8 ("The Contracting Authority");

and,

[Insert details of external organisation] ("The Contractor")

2. Context

2.1 [Insert brief summary of processing to be undertaken and context for same]

2.2 This Agreement sets out the joint understanding and agreement of how the Contracting Authority and [Insert details of external organisation] will manage this arrangement in accordance with their responsibilities under relevant data protection legislation.

2.3 The parties to this Agreement shall adhere to the responsibilities set out herein and ensure that all relevant personnel are aware of and act in compliance with this Agreement.

3. Definitions

3.1 **Data Protection legislation:** the Data Protection Acts 1988-2018, the EU General Data Protection Regulation (2016/679) (GDPR), and EU Directive 2016/680 (the Law Enforcement Directive, or LED), and all other applicable laws and regulations relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Data Protection Commission (DPC).

3.2 **Data Controller, Data Processor, Data Subject, Personal Data, Sensitive Personal Data (also referred to as Special Categories of Personal Data), Processing, Third Party** and **Appropriate Technical and Organisational Measures** shall have the meanings as defined in the Data Protection Act 2018 and the GDPR.

3.3 [Insert additional definitions as required]

3.4

4. Purpose

4.1 The purpose of this agreement is to [Expand on summary from Section 2 to detail all of the activities relevant to the processing to be undertaken]

4.2

5. Lawfulness of Processing

5.1 The functions of the Contracting Authority are set out in Section 7(1) of the Garda Síochána Act 2005 and include [refer to relevant statutory function and/or any other relevant lawful basis for processing activity].

5.2 The relevant lawful basis for the Contracting Authority's processing of personal data is Section 71(2)(a) of the Data Protection Act 2018, which provides that processing of personal data by a data controller is lawful where necessary for the purposes of the prevention, investigation, detection or prosecution of criminal offences, including the safeguarding against, and the prevention of, threat to public security, or the execution of criminal penalties. [amend as necessary if processing is carried out under GDPR]

5.3 [Insert details of external organisation] has been engaged by the Contracting Authority as a data processor on the Contracting Authority's behalf in respect of the processing activities related to this agreement. The processing undertaken by [Insert details of external organisation] relates to [Insert details of processing]. This agreement outlines the agreed terms between the parties under which the processing is to be undertaken, in line with the requirements of Section 80 of the Data Protection Act 2018.

6. Confidentiality

6.1 The parties shall take steps to ensure all access to the personal data processed for the purposes outlined above is kept confidential and limit access to this personal data to only those individuals who are required to have access to the data in order to carry out their respective functions. The parties shall ensure that all such individuals who have access to the personal data are subject to an undertaking of confidentiality.

6.2 the Contractor as data processor shall keep confidential all personal data processed and shall take steps to ensure the reliability of any employee or agent who may have access to the personal data. The data processor shall ensure that access to the personal data is limited to those individuals who are required to have access to the data to give effect to the processing activity related to this agreement.

6.3 The obligation of confidentiality provided by the Contractor as data processor shall not apply to where the Contracting Authority as data controller has expressly authorised the furnishing of such personal data to third parties or if there is an obligation under the law to make the information available to a third party.

7. Types of Personal Data processed and categories of data subjects

7.1 The personal data, including special category personal data, which the parties shall process will only concern the relevant personal data related to processing activities outlined above in Section 4.

7.2 [Detail **all** categories of personal data to be processed under the agreement and the necessity/proportionality of same] Personal data processed under this Agreement includes video images of individuals, still images, behavioural observations, location data, time and date stamps, and associated system-generated metadata captured by CCTV systems during interview process.

7.3 [Highlight **all** special categories of personal data to be processed under the agreement, the necessity/proportionality of same and the specific lawful basis for processing this special category data]

8. Data Protection Obligations

8.1 For the purpose of this Agreement, the Contracting Authority and the Contractor in their capacities as data controller and data processor will be responsible for fulfilling the obligations placed on data controllers and data processors by the GDPR and the Data Protection Act 2018.

8.2 The parties shall ensure that the data they process for the purposes outlined in Section 5 above is processed in compliance with the data protection principles set out in Article 5 GDPR and/or section 71 of the Act of 2018.

9. Processor's Obligations

9.1 In carrying out processing activities related to this agreement, the Contractor as a data processor acting on behalf of the Contracting Authority will implement appropriate and adequate technical and organisational measures to safeguard the confidentiality, accuracy, integrity and availability of the personal data processed under this Agreement and to guard against any unlawful access to or processing of this personal data (including unauthorised disclosure, deterioration, alteration or disclosure of personal data), taking account of the nature of the personal data concerned, the accessibility of the data, the nature, scope, context and purpose of the processing, and any risks to the rights and freedoms of individuals arising from the processing concerned.

9.2 The Contractor as data processor will regularly review the administrative, physical and technical safeguards relevant to processing undertaken related to this agreement and shall inform the Contracting Authority where more effective measures have been identified.

9.3 The Contractor as data processor shall document the implementation of technical and organisational measures safeguards relevant to processing undertaken related to this agreement in accordance with the requirements of data protection legislation.

9.4 The processing of personal data by the Contractor as data processor shall take place within the terms of this agreement and the associated contract for services and only to the extent that the controller has instructed the processor to do save insofar as the processor is required by the law to act otherwise. If the processor is required by law and/or an order of any court or competent jurisdiction or any regulatory, judicial or governmental body to disclose the personal data, the processor shall, except where prohibited by law, first advise the Contracting Authority as data controller of the details of the proposed disclosure and provide the Contracting Authority with a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the personal data related to the proposed disclosure, including but not limited to seeking such judicial redress as the Contracting Authority may see fit in the circumstances.

9.5 The Contractor as data processor shall not process the personal data for any other purpose than as described in this agreement and any associated contract for services.

9.6 The Contractor as data processor shall not subcontract its obligations in relation to the processing of data under this agreement without the prior written agreement of the Contracting Authority as the data controller. Where the data processor proposes the engagement of a subcontractor the data processor shall carry out adequate due diligence to ensure the subcontractor is capable of providing the level of protection of personal data required by this agreement and data protection legislation. Where the Contracting Authority as data controller agrees to the subcontracting of any of the processing obligations of the data processor, the data processor shall ensure that the subcontractor is bound by terms and conditions that guarantee at least the same level of protection for personal data processed as this agreement and will ensure that the conditions for subcontracting of subcontractor as outlined under Section 80 of the Data Protection Act 2018 are met. Where the data processor engages a subcontractor and the subcontractor fails to fulfil its data protection obligations, the data processor shall remain liable to the Contracting Authority as the data controller for the performance of those obligations.

9.7 The Contractor as data processor shall, save as may be provided by law, securely erase or return to the Contracting Authority as the data controller all personal data processed by the data processor at the election of the data controller or upon termination the associated contract for services related to this processing activity, unless required by law to retain the data.

9.8 The Contractor as data processor shall provide reasonable assistance to the Contracting Authority as the data controller with any data protection impact assessments and associated consultation processes with the Data Protection Commission (DPC) as may be required in relation to processing of personal data related to this agreement.

9.9 The Contractor as data processor shall indemnify the Contracting Authority as data controller against any and all losses, expenses, damages, costs or penalties incurred by the data controller arising from or in connection with the data processor acting outside or contrary to the lawful instructions of the controller and/or any other breach by the data processor of its obligations under this agreement.

9.10 The Contractor as data processor shall make available to the Contracting Authority as the data controller all information necessary to demonstrate compliance with this section and with applicable data protection legislation.

10. Transfer out of European Union/EEA

10.1 The Contractor will not transfer personal data processed under this agreement to a country outside the EEA without prior authorisation by the Contracting Authority as the data controller. The parties will take forward all necessary measures to ensure the transfer is done in a manner that satisfies data protection legislation.

11. Data Subject's Rights

11.1 The Contracting Authority as the data controller be responsible for fulfilling all the obligations placed on data controllers by the GDPR and the Data Protection Act 2018 in respect of safeguarding the rights of data subjects concerning access to, and the correction, deletion or erasure of, personal data, to enable the fulfilment by the data controller of its obligation to respond to requests by data subjects to exercise their rights under data protection legislation.

11.2 The Contractor as data processor shall assist the Contracting Authority as necessary in ensuring compliance with its obligations in respect of the exercise of rights by data subjects to personal data processed related to this agreement. Such assistance may include access, correction, deletion or erasure of related personal data, making any information requested available to the Contracting Authority as the data controller, implementing the instructions of the controller without undue delay and implementing other appropriate measures as far as possible to enable the Contracting Authority to fulfil its responsibilities as a data controller.

11.3 The Contractor as data processor shall promptly notify the Contracting Authority as data controller if the data processor receives a request from a data subject to exercise their rights under data protection legislation in relation to personal data processed related to this agreement. The data processor may notify the data subject of the Contracting Authority's responsibility as data controller in respect of any such request, but shall not further respond to the request unless on the written instructions of the Contracting Authority as the data controller or where otherwise required by law. In the latter case the data processor shall, to the extent permitted by law, inform the Contracting Authority as the data controller of the legal requirement before responding to the request.

11.4 The Contracting Authority has a dedicated Data Protection Unit that manages all Subject Access Requests and other data protection queries from data subjects on behalf of the organisation. Where a request related to data processed by the Contracting Authority under this agreement is notified to the Contracting Authority, this unit and the Contracting Authority Data Protection Officer should be contacted for assistance with the proposed response.

12. Data Breach

12.1 The Contractor as data processor shall notify the Contracting Authority as the data controller as soon as it becomes aware but no later than 24 hours of becoming aware of a personal data breach affected the personal data processed related to this agreement. The data processor will provide the Contracting Authority with sufficient information to enable the Contracting Authority to meet its responsibilities as a data controller under data protection legislation in respect of personal data breaches, including in respect of safeguarding the rights of data subjects and meeting any obligations of the data controller to inform the data subjects and the data protection supervisory authority, the Data Protection Commission (DPC).

12.2 Where a data breach (or suspected data breach) is identified by the Contractor as the data processor that includes personal information that was processed under this Agreement they will immediately upon becoming aware of the breach (or suspected breach) inform the Contracting Authority as the data controller, describing at minimum:

- The nature of the personal data breach;
- The categories and numbers of data subjects affected;
- The categories and numbers of personal data records concerned;
- The cause of suspected cause of the breach;
- The likely consequences of the breach;
- The measures taken or proposed to be taken to address the breach; and,
- The relevant contact persons for next steps regarding the breach.

12.3 The Contractor as data processor shall cooperate with the Contracting Authority as the data controller and take such reasonable steps as are necessary to assist in the investigation, mitigation and remediation of any personal data breach.

12.4 The Contracting Authority as data controller will determine, based on the circumstances of the breach, whether to notify the DPC and, where appropriate, the data subject or data subject(s) impacted. the Contractor as data processor will cooperate as required with any associated notification process.

12.5 The parties agree that they shall cooperate with the DPC and take such reasonable steps as are necessary to assist in the investigation, mitigation and remediation of any personal data breach.

14. Freedom of Information

14.1 The Freedom of Information (FOI) Act 2014 repealed the Freedom of Information Acts 1997 and 2003 and extended the scope of the legislation to include the Contracting Authority as a public body within the meaning of the Act 2014. Under Part 1(n) of Schedule 1 of the FOI Act, a number of agencies were defined as "*partially included"* of which the Contracting Authority is one. Schedule 1 of the FOI Act states that the Contracting Authority is subject to the Act in relation to "*administrative records relating to human resources, finance or procurement matters*" only. As a result the FOI Act excludes operational policing matters and accordingly the personal data shared processed by the Contracting Authority under this Agreement is not encompassed within the scope of FOI as it pertains to the Contracting Authority.

14.2 the Contractor as data processor will assist the Contracting Authority as may be required with any FOI requests for records related to this agreement that fall within the scope of the FOI legislation as it applies to the Contracting Authority as outlined above.

15. Points of Contact and Dispute Resolution

15.1 The parties shall appoint a single point of contact to actively seek improvements to ongoing data processing relevant to this Agreement, including the ongoing oversight and review of the effectiveness of this Agreement. The points of contact for each of the parties are:

- Assistant Principle Officer, Digital Communications Operations
- [insert external organisation contact]

15.2 The parties agree that they will endeavour in the first instance to resolve any disputes regarding the operational implementation of this Agreement by the above points of contact. Only if necessary will the dispute be escalated to Principle Officer Head of ICT Operations Services

16. Review

16.1 This Agreement will be reviewed by the parties within six (6) months from the date of signing and thereafter at regular intervals as may be agreed.

17. Miscellaneous

17.1 The parties to this agreement undertake to cooperate in amending or adjusting this agreement in the event of any changes to data protection or other applicable legislation or any amendment to the associated contract for services related to this processing activity.

18. Date of Effect and Duration

18.1 This Agreement will have effect from the date of its signing.

18.2 This Agreement shall continue in effect until the termination of the associated contract for services related to this processing activity.

Signed

______________________________ ______________________________

On behalf of the Contracting Authority **On behalf of the Contractor**

Date: __/__/____

Appendix 7: Confidentiality Agreement

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

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8 (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 Tenders to establish a Single-Supplier Frameworks for the provision of CCTV Framework Services, for An Garda Síochána"* (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Goods/Services described in **Appendix 1** to the RFT (the "Goods" "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

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

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

(i) to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

(ii) to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

11. **"Data Controller"** has the meaning given under the Data Protection Laws;

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

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

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

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

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

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

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

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:

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

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

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

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

(i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting

Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

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

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

L. The Contractor shall:

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

M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

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

SIGNED for and on behalf of the Contracting Authority ____________________________ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor ______________________________
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

Video audio and imagery from CCTV cameras recorded during Special Victim Interview

1.2 Nature of processing

- Viewing video as captured for quality assurance and technical validation of the system
- Downloading video footage for review by Garda members for evidentiary purposes

1.3 Purpose of processing

- Validate and quality assure system operation
- Provide video footage to Garda members and all agencies who co-operate in this space for evidentiary purposes

1.4 Duration of the processing

2. Types of personal data

- Video and audio imagery

3. Categories of data subject

- Members of the general public (children or vulnerable adults) attending the specialist interview
- Garda members and staff
- Agency members

End of Document

Annex 1: Digital Evidence Management

1 Strategic Approach to Digital Evidence Management System (DEMS)

CCTV is just one part of the overall video infrastructure of AGS. Other areas are Automated Number Plate Recognition (ANPR), Body-worn Cameras, In-Car CCTV, Interview rooms, etc. Any future developments in Garda CCTV Infrastructure will have to align with the Strategic approach to Digital Evidence Management. The project approach is outlined as follows:

1.1 DEMS Project Overview and Scope of Work

- **Core Purpose:** The AGS DEMS aims to manage data from various electronic devices, including recording systems (CCTV), alongside in-car cameras, body-worn cameras (BWCs), interview room recording systems, and cameras used for crime scene photos and video. The system will manage the entire information lifecycle for video and stills from capture and storage to production and publishing.
- **Existing Systems Integration:** The DEMS will integrate with Records Management System (PULSE), Computer-Aided Dispatch (CAD) System, and existing VMS. The ability to integrate and migrate data from the CCTV system is paramount.

1.2 Functional Requirements for CCTV and Other Digital Evidence for DEMS

- **Acquisition and Upload Capabilities:**
  - The system must acquire, process, authenticate, store, and play back digital images, audio, and video.
  - Ability to upload evidence regardless of format (printed/handwritten, photograph, video, audio recording) and file size.
  - Support for uploading from multiple devices, including SD cards, hard drives, optical disks, thumb drives, and mobile devices.
  - Simple import process with file previews.
  - Ability to automatically acquire evidentiary video files copied from existing CCTV/interview room servers and / or network file shares.

  ***NB**: In relation to Tenderers quoting for this CCTV tender, AGS are really concerned around open integration and are not keen on the concept of proprietary CCTV playback software.*

- **Data Management and Storage**:
  - Storage Options: Require solutions for cloud storage only.
  - Scalability: The system must be highly scalable to support millions of original assets with copies stored simultaneously.
  - Data Integrity: Must maintain the original copy of evidentiary files, with any manipulation only permitted on a working copy.
  - Chain of Custody: The system must provide chain of custody reports and include measures to prevent data tampering, deletion, and unauthorised copying. An auditing system is essential to record who accesses video data, when, and for what purpose.
  - Metadata and Organisation: Ability to enter metadata when uploading, search content using defined metadata fields, and allow for easy categorisation and reordering of documents/videos within a case (e.g., into custom folders). Require the solution to be able to facilitate a case folders containing all digital evidence, notes, and information for a specific case.

- Retention Policies: Needs to manage data retention periods, differentiating between evidentiary and non-evidentiary data.

- **Viewing and Playback:**
  - Assure that any acquired asset can be viewed within the DEMS, supporting viewing as thumbnails or full-size images.
  - Evidentiary video files should be stored with associated players.
  - Full screen viewing mode for photos and PDFs.
  - Ability for the system to share with external views such as a judge or solicitor to view/examine selected evidence.
  - Option for transcription when playing videos, if required.

- **Editing and Redaction**:
  - Include editing tools such as rotate, zoom, multi-crop, and overlay.
  - The system must have the ability to redact information, including blurring the identity of certain people (e.g., children, witnesses) or sensitive areas (e.g., private homes).
  - Ability to cut longer videos into shorter clips.
  - Ability to grab a frame from a video and capture the image, which can be stored in the system and captured in the Audit.

- **Sharing and Disclosure**:
  - Support secure sharing of case files with external users, linked to user identity, with activity included in an audit trail.

- **User Access and Security**:
  - **Access Control**: Administrator-definable multilevel security for access to files, information, and evidence, including granular permissions and restricting access to specific folders or files based on roles.
  - **Authentication**: Support for Active Directory integration and multi-factor authentication.
  - **Data Security**: Encryption of data both in transit and at rest (e.g., SSL encryption). The solution must use Secure Hash to verify if evidence originals have been modified.
  - **System Monitoring**: Proactive system monitoring capable of detecting and notifying administrators of component failures (email/text alerts).
  - **Uptime**: Required system uptime (e.g., minimum 99%).
  - **Disaster Recovery**: Require a copy of the vendor's disaster recovery plan and a method to return all data to the city if the provider goes out of business.

- **System Reliability**: Rapid recovery and seamless uptime in case of hardware malfunction. For Cloud based solutions, require a region-specific backup.

- **Reporting and Dashboards**:
  - Ability for members to customise appearance/format of exhibit lists.
  - Ability to print or save and export search results in PDF.
  - Main dashboard displaying alerts, notifications, and calendar view.
  - Case-specific dashboards configurable by authorised users with filters, graphical results, and role-based views.

1.3 Benefits of Integrating CCTV into DEMS

- **Evidentiary Value:** CCTV footage is a recognised and valuable source of evidence in criminal cases, alongside dashcams and mobile phone recordings. The availability of quality video evidence can significantly improve case outcomes, with some prosecutors reporting an increase in guilty pleas when such evidence is presented.
- **Objective Record:** CCTV, like other video sources, provides an objective account of incidents, which can reduce reliance on subjective perceptions and increase transparency.
- **Accountability and Transparency:** Capturing a record of incidents through CCTV can contribute to increased transparency and perceived legitimacy in law enforcement operations.
- **Enhanced Analysis:** Integrating CCTV data into DEMS allows for the application of advanced analytics, including artificial intelligence (AI) (**Will require new Legislation**), to process video, identify individuals, and establish their relationships to multiple incidents, thereby generating new intelligence.

1.4 Technical Capabilities for Managing CCTV in DEMS

Effective management of CCTV within a DEMS requires several technical capabilities:

- **Acquisition and Playback:** The system must be able to acquire, process, authenticate, store, and play back digital video files, including those from CCTV, in common formats (e.g., MP4). Evidentiary video files should be stored with associated players to ensure accessibility.
- **Editing and Redaction:** DEMS solutions typically include editing tools such as rotate, zoom, multi-crop, and overlay. Crucially, they must offer redaction capabilities to blur the identities of certain individuals (like children) or sensitive information captured in private settings, especially before public disclosure. This process can be automated or semi-automated to meet the increasing demand.
- **Search and Organisation:** The system needs robust search functionalities, allowing users to find assets and evidence online by various criteria such as case number, user ID, location, crime type, date, or notes. Proper categorization and tagging of videos are critical for efficient data retention and access.
- **Audit:** The DEMS will provide a full audit and allow for chain of custody reports and include measures to prevent data tampering, deletion, and unauthorised copying.
- **Scalability and Standards:** The DEMS will be highly scalable to support millions of digital assets and any copies stored simultaneously. Storing assets and data in non-proprietary, industry-standard formats is also important for flexibility and interoperability.
- **Integration with Other Systems:** A high degree of integration with other law enforcement systems, such as records management systems (PULSE), is essential. This integration can automate processes like data tagging and enable the extraction of case-relevant evidence.

1.5 Challenges in Managing CCTV in DEMS

Despite the benefits, several challenges exist:

- **Data Volume and Storage Costs:** CCTV, like other digital evidence, generates enormous quantities of data, leading to significant storage and management costs - vendors must outline video standards and sizes.
- **Technical Compatibility and Quality:** Video from various sources, including CCTV, must be in non-proprietary codecs.
- **Privacy Concerns:** While CCTV typically covers public spaces, concerns arise regarding the public release of footage. All Cameras and networks must be encrypted.