



INVITATION TO TENDER

(Open Procedure)

**26P014 RTÉ EFP & ENG Camera Services & EFP Sound &
Electrical Services Frameworks 2026**

Invitation to Tender

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1. INTRODUCTION

1.1 The role of RTÉ

RTÉ (Raidió Teilifís Éireann) is Ireland's national public service media organisation, providing comprehensive, cost-effective, free-to-air television, radio and online services to the public in Ireland and to audiences internationally. In 2026 RTÉ is marking 100 years of public service media in Ireland. Across that century RTÉ, in its guises as 2RN, Radio Éireann, Teilifís Éireann and latterly RTÉ, has been at the centre of Irish life, informing, engaging and entertaining the nation across an expanding range of services.

RTÉ services are impartial in accordance with statutory obligations. At its heart, RTÉ is a creative organisation, making and commissioning a broad range of high-quality programmes and content for audiences of all ages, in English and in Irish. RTÉ airs the vast majority of the top 50 television programmes broadcast by any channel available in Ireland every year. In 2025, RTÉ aired 45 of the top 50 TV programmes.

RTÉ's television services are RTÉ One, RTÉ One+1, RTÉ2, RTÉ2+1, RTÉjr and the RTÉ News channel, while RTÉ also operates four primary Radio stations - RTÉ Radio 1, RTÉ 2fm, RTÉ lyric fm and RTÉ Raidió na Gaeltachta, RTE's range of digital services, includes the number 1 news and entertainment website in Ireland - RTE.ie, RTÉ Radio Player and RTÉ Player, which had another record year in 2025 with over 155 million streams, representing year-on-year growth of 9%. RTÉ Player is also a go-to on demand destinations for top-class Irish content for kids, alongside RTÉ's two curated YouTube channels, RTÉ KIDS and RTÉ KIDSjr and award-winning RTÉKIDS Podcasts on rte.ie. RTÉ is currently developing new RTÉ Audio and RTE News Apps.

RTÉ Archives maintains a collection of audiovisual recordings, photographs and documents relating to RTÉ output from 1926 to the present day on behalf of the nation. The RTÉ Archives website remains a central resource for public engagement and a vital tool for researchers, educators and cultural stakeholders, recording approximately 2.8 million visitors, 6.1-million-page views, 3.5 million visits and 1.3 million media plays in 2025.

The ever-popular RTÉ Concert Orchestra has since 1948 brought a wide repertoire of music to new audiences and supported national and international artists through live, broadcast and recorded performances and regularly performs a wide range of material to audiences in venues and locations across the country.

Saorview, Ireland's first free-to-air digital television service, is owned and managed by RTÉ, and includes RTÉ's and other broadcasters' television and fm radio services.

1.2 Contract Purpose

RTÉ are seeking Tenderers to participate in Frameworks to provide cost-effective services for Electronic News Gathering (ENG) & Electronic Field Production (EFP) Camera Services & EFP Sound & Electrical Services primarily on the Island of Ireland.

RTÉ seeks responses from suitable experienced ENG & EFP camera crews and EFP Sound & Electrical Services who would like to be considered as part of these Multiparty Frameworks. This tender process is open to all relevant service providers including, but not limited to, sole traders, partnerships and companies with the competent skills and equipment to deliver these services.

Through this tender process, RTÉ is continuing our strategy to procure these types of services in a more coordinated and structured manner, which will bring together and replace a number of existing RTÉ processes and existing RTÉ spend. RTÉ believe this strategy will assist in delivering greater value for money from this existing spend while further promoting innovation and transparency in this part of the independent media sector.

RTÉ have divided the Tender into lots:

- **Lot 1 – EFP Lighting Camera Operators**
- **Lot 2 – ENG & EFP Camera Operators**
- **Lot 3 – EFP Assistant Camera Operators**
- **Lot 4 – EFP Sound Mixer/Recordists**
- **Lot 5 – EFP Electricians**

The Tenderers should be capable of providing services to meet the “Specification” contained in Appendix 1.

The Framework Specification contained within this document is for acceptance into the relevant Framework while a specific detailed specification for each event or activity will be provided when the event or activity is being tendered for, using a document called a Mini Tender Request for ENG & EFP Camera Crews and EFP Sound & Electrical Services. There is no limit on the size or duration of an event or activity covered by this tender process.

RTÉ reserves the right to award separate contracts to successful Tenderers for each lot, or a combination of lots.

Tenderers may apply for one or more lots.

RTÉ reserves the right to purchase similar services/products under other contracts.

1.3 ITT Documents

This ITT has been prepared by RTÉ for the purpose of providing Tenderers with certain information to assist them in submitting Tenders, which will satisfy RTÉ’s requirements in respect of the Specification.

2. PROCESS

2.1 General overview of process

- (a) As notified in the contract notice published in Official Journal of the European Union or/and eTenders ref **9035755**, this competition is being carried out in accordance with the open procedure. It is currently intended that the Tender Process will be conducted as set out in the table in Section 2.2 (Timetable).
- (b) Once Tenders have been submitted, RTÉ will assess those Tenders in accordance with the minimum requirements (Section 5.1) and then the evaluation criteria set out at Section 7 (Evaluation Criteria) of this ITT, in order to identify the most economically advantageous Tender. As part of the

evaluation, RTÉ may at its sole discretion conduct a Best and Final Offer stage to the Evaluation process.

- (c) Having identified the successful Tenderer, RTÉ intends to proceed to contract award in an appropriately short timeframe and as outlined in Section **Error! Unknown switch argument.** (Timetable) and Section **Error! Unknown switch argument.** (The Next Stage) of this ITT.

2.2 Timetable

RTÉ expects to complete the competition in accordance with the timetable as set out below:

Date		Task
10.09.2026		Issue ITT Documents
12.10.2026		Query Closing Date by 1pm Irish time
19.10.2026		Delivery of Tender (“Tender Submission Date”) by 1pm Irish time
02.11.2026		Best and Final Offer Submission by 1pm Irish time
16.11.2026		Notification of Successful Tenderer
30.11.2026		Award of Contract

Note: While the above dates reflect RTÉ’s intentions at this time, they are subject to change. Any changes will be notified to Tenderers through eTenders.

3. TENDER SUBMISSION REQUIREMENTS

3.1 General

This Section 3 sets out those requirements which shall apply to each Tender.

- (a) All Tenders must:
- (i) be prepared and submitted in accordance with the requirements contained in this ITT;
 - (ii) comply with any directions given to Tenderers by RTÉ during the tender period; and
 - (iii) not contain any proposals that were the subject of objection by RTÉ during the tender period.
- (b) If a Tender fails to comply in any respect with the requirements (or the intent of such requirements), set out in Section 3.1(a) or is ambiguous or incomplete, RTÉ shall be entitled at its absolute discretion, to take such action as it considers appropriate, including:
- (i) rejecting the relevant Tender as non-compliant;

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- (ii) without prejudice to RTÉ's right to reject the relevant Tender, RTÉ may:
 - (A) meet with, raise issues with and/or seek clarification from a Tenderer in respect of the relevant Tender;
 - (B) request a Tenderer to provide RTÉ with information or items which have not been provided or have been provided in an incorrect, unclear or ambiguous form;
 - (C) waive a requirement which, in the opinion of RTÉ, is minor or procedural; and/or
 - (D) amend the relevant requirement of the ITT and invite Tenderers to adjust their Tenders on the basis of such revised requirement,

PROVIDED HOWEVER no amendment and/or change to RTÉ's requirements shall be permitted if, in the opinion of RTÉ, the amendment and/or change, if accepted, would constitute a material amendment and/or change to RTÉ's requirements.

- (c) If a Tenderer does not submit all information requested by RTÉ pursuant to Section 3.1(b)(ii) above by the time specified, or if the information submitted is rejected by RTÉ, the Tenderer's tender may be rejected and not be considered further.

3.2 Tenderers shall be submitted in accordance with the Form of Tender attached at Appendix 3 and the requirements of Section 5 (Tenders) of this ITT.

3.3 Documents in English

All Tenders, supporting documents and correspondence must be submitted in the English language. Where any original document which forms part of a Tender is not in English, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in English language shall prevail.

3.4 Delivery of Tenders

- (a) Candidates must send their Electronic Submission response through the eTenders.gov.ie portal by the proposed submission date as per section 2.2 Timetable. Please note the submission time contained in the Tender Notice.
- (b) Tenders must be received on the Tender Submission Date by the time stated in the timetable set out in Section 2.2 (Timetable). It is the responsibility of Tenderers to ensure tenders are submitted by the tender deadline. Save in exceptional circumstances (and at RTÉ's absolute discretion), late Tenders shall not be accepted.
- (c) E-mailed copies of the Tender submission will not be accepted unless specifically stated otherwise in this ITT. Electronic files will be accepted in MS Word, Excel and Adobe PDF formats. RTÉ is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

4. INFORMATION AND COMMUNICATIONS

4.1 Query Procedure

- (a) Tenderers may submit queries or requests for further information (“**Queries**”) in relation to this ITT, T&C’s or the Specification during the tender process (as described in Section 4.2 (Communications)) up to the Query Closing Date set out in Section 2.2 (Timetable). Queries received after the Query Closing Date will only be reviewed at the absolute discretion of RTÉ.
- (b) RTÉ will endeavour to respond to all reasonable queries/requests received before the Query Closing Date for submission of such requests but does not undertake to respond to all queries/requests received.
- (c) RTÉ requires a minimum of three (3) Business Days to respond to any Query.
- (d) If a Tenderer believes that a Query is confidential or commercially sensitive it must mark the Query as “confidential” or “commercially sensitive” and Tenderers must, if requested, provide RTÉ with the reasons why they consider the information commercially sensitive or confidential. If RTÉ, in its absolute discretion, is satisfied that the Query should be properly regarded as confidential or commercially sensitive, the Query and RTÉ’s response to that Query will be kept confidential (subject to the requirements of any Law).
- (e) If RTÉ determines that it would be inappropriate to answer the Query on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the Query or to resubmit without the requirement for confidentiality.

4.2 Communications

- (a) Each Tenderer will appoint a representative who will be responsible for communicating with RTÉ and all communications with RTÉ will be through that representative.

All communications by Tenderers must be in writing to:

E-mail address: colette.orourke@rte.ie

Any communication will state clearly the Tender title and reference.

4.3 RTÉ’s Terms and Conditions

A copy of RTÉ’s Terms and Conditions has been made available to Tenderers with this ITT. Tenderers must submit their Tenders on the basis of the Terms and Conditions applicable at the date of Tender submission. RTÉ intends to enter into a contract based on the Tender Terms and Conditions (the “**Contract**”). Please see further Section 8 in this regard. The Tender Terms and Conditions may be amended or adapted if necessary, at the discretion of RTÉ to reflect the particulars of the proposed Contract.

5. TENDERERS

5.1 Minimum Requirements

Tenderers (the company or contracting body) must satisfy the following minimum requirements for this Tender. Tenderers which fail to meet these minimum requirements will not have their Tenders assessed any further in this competition. In the event a Tenderer is unable to provide the information below, Tenderers should provide equivalent information or such other information as RTÉ in its discretion considers necessary or appropriate.

Eligibility	Pass/ Fail
Financial and Economic Standing	Pass/ Fail
Minimum Insurance Requirements	Pass/ Fail
Quality Assurance	Pass/ Fail

Detailed descriptions of the minimum requirements are set out below.

(a) Eligibility

Each Tenderer must submit a signed statement to RTÉ in the form set out in Appendix 3 Form of Tender and Appendix 4 Declaration of Eligibility confirming it is eligible to participate in this tender process.

(b) Financial and Economic Standing

Tenderers must have achieved a minimum turnover level of €150,000 for each year that a Tenderer is trading where the Tenderer is only trading for less than 3 years or for each of the three (3) previous financial years for Tenderers trading for more than 3 years.

Please provide independently audited financial statements in support of the above.

Tenderers may satisfy this requirement by make a Self-Declaration in the Form of Tender Appendix 3.

(c) Minimum Insurance Requirements

Tenderers must maintain the following minimum levels of insurance cover:

Insurance	Minimum Level of Cover Required
Professional Liability	€0.5M
Public Liability	€6.5M
Employer's Liability	€13M

Please provide details of your insurance provider/broker and a letter from them (from within the past six months) confirming that the above cover is in place or confirm that this cover will be in place if awarded a contract.

Tenderers may satisfy this requirement by make a Self-Declaration in the Form of Tender Appendix 3.

(d) **Quality Assurance**

Please provide details of external quality assurance accreditation, if any. Please provide details of internal quality assurance procedures applied by the Tenderer including such documents as Standard Operating Procedures, training manuals, inductions, handbooks etc.

Tenderers must demonstrate satisfactory quality assurance procedures are in place.

A Tenderer may, where appropriate, rely on the capacities of other entities (regardless of the nature of the relationship between the Tenderer and such entity or entities) for the purposes of responding to this Tender. In such an event, the Tenderer must prove to the satisfaction of RTÉ that the capacities or resources being relied upon are available to the Tenderer. An undertaking from the entity (upon whose resources or capacity the Tenderer is relying) confirming that it is placing the necessary resources available to the Tenderer will suffice.

5.2 **Tender Requirements**

Each Tender must include the technical and financial information set out in Schedule 1 Appendix 2 (Tender Requirements).

5.3 **Tender Validity Period**

Tenders must be valid for period of six months from the Tender Submission Date.

5.4 **Tender Interviews**

RTÉ reserves the right to request Tenderers to attend interviews to provide clarification of any matter submitted as part of a Tender. Performance at interview will not form part of the tender evaluation but information provided to clarify aspects of the submitted Tender may be taken into account by RTÉ as part of the Tender evaluation process. RTÉ reserves the right to invite the most competitive Tenderers to present on or elaborate on their tender if necessary.

6. **TENDER EVALUATION**

6.1 **Assessment of Tender**

- (a) This Section provides guidance on the methodology RTÉ will use to evaluate Tenders (the Tenderers proposal). Each Tender will be evaluated on an equal basis.
- (b) The Contract, if awarded, will be awarded to the Tenderer which submits the **Most Economically Advantageous Tender** to RTÉ.

- (c) Each Tender will be evaluated using the following three-stage evaluation procedure:

(i) **Compliance Check**

Assessment of the completeness and conformity of each Tender in accordance with the ITT.

(ii) **Minimum Requirements**

Tender responses will be assessed to ensure they meet the minimum requirements set out in Section 5.1 (Minimum Requirements).

(iii) **Evaluation**

Evaluation of each Tender in accordance with the evaluation criteria set out in Section 7 (Evaluation Criteria).

6.2 Compliance Check

All Tenders must contain the information required by this ITT.

6.3 Tender Evaluation

- (a) Tenders that have satisfied the assessment for completeness and compliance will then be assessed to ensure the Tenderer meets RTÉ's minimum requirements set out in Section 5.1. Only those Tenderers Tender which meet the minimum requirements shall be evaluated against the criteria set out at Section 7 (Evaluation Criteria) below and ranked based on the scores received.
- (b) RTÉ has established an evaluation panel using such resources and skills as it considers appropriate to assess and evaluate all Tenders. Scores will be arrived at using objective evidence and the professional judgment of the members of the evaluation panel, as appropriate.

6.4 Tender Best and Final Offers

Following the assessment of Tenders RTÉ may notify Tenderers that it intends to seek Best and Final Offers ("BAFOs") from some or all Tenderers ("BAFO Tenderers") and of the process which it intends to follow in seeking BAFOs;

- (a) RTÉ may clarify the Tender with the BAFO Tenderers;
- (b) RTÉ may engage in such other discussions or meetings with BAFO Tenderers as it considers appropriate in its discretion, to clarify the tenders;
- (c) RTÉ may seek such further written proposals or submissions from BAFO Tenderers as it considers appropriate in its discretion, to clarify the tenders;
- (d) When RTÉ considers it appropriate to do so, it will request the BAFO Tenderers to submit a BAFO on terms to be set out in BAFO invitation documents to be issued by RTÉ to BAFO Tenderers;
- (e) The BAFO invitation documents will set out how BAFOs are to be assessed. The BAFO Tenderers may be sent their ranking prior to commencing the

BAFO stage. **The criteria to be used will be the same criteria as set out in Section Error! Unknown switch argument. (Evaluation Criteria);**

- (f) RTÉ will identify, on foot of that assessment, the BAFO Tenderer who has submitted the highest-ranked BAFO;
- (g) Without prejudice to any other provision of this ITT, RTÉ reserves the right at any stage during clarifications with the BAFO Tenderer submitting the highest-ranked BAFO to carry out a further iteration of the BAFO process or revert to the second-placed BAFO Tenderer.

7. EVALUATION CRITERIA

- 7.1 RTÉ will evaluate and rank all Tenders meeting the minimum requirements based on the following evaluation criteria:

Evaluation Criteria – All Lots	Percentage Weighting
Cost: Tenderers must submit fixed prices in respect of the Specification. The fixed prices should take into consideration the full cost in providing these services to RTÉ but excludes VAT. The fixed prices must be free from fluctuations in cost for the term of the contract. The fixed prices will be evaluated using the following formula: $\left[1 - \left(\frac{\text{Tender Price} - \text{Lowest Tender Price}}{\text{Highest Tender Price}} \right) \right] \times [\text{Weighting}] \%$ Where: Tender Price = fixed price from the relevant Tenderer Lowest Tender Price = lowest fixed price received Highest Tender Price = highest fixed price received	35%
Company Overview & Experience: Assessment of the tenderers: • Core Service Offering • Demonstrated Experience.	30%
Equipment: Assessment of: • the proposed equipment meeting the specifications as required • any additional Equipment being offered • Evidence of Equipment Insurance	20%
Value Added Dimensions and Innovation: Assessment of the Tenderer's ability to add value and provide cost effective innovation. Tenderers are to	5%

provide proven experience in delivering value added and innovation solution to their customers.	
Health and Safety: Assessment of the Tenderer's Health and Safety Documents as set outlined in the Specification.	5%
Environmental Impact & Sustainability: Assessment of the Tenderer's ability to complete the project, product or service in an environmentally friendly manner and to provide products and services which minimise environmental impact.	5%

7.2 The results of the evaluation will result in an overall composite score out of 100 for each Tender, with the higher scores being given to the more economically advantageous Tenders. Tenders will then be ranked according to their scores out of 100.

7.3 Marks will be awarded on a comparative basis against RTÉ's requirements and the other Tenderers' Tenders, having regard to those factors which are adjudged under each of the criteria as identified in this ITT. Tenders will achieve higher marks where the solution offered exceeds RTÉ's Specification in such a way that it is adjudged to offer further added value by reference to the criteria listed above.

7.4 Tenderers will be evaluated on a lot by lot basis. However, RTE will also evaluate based on the most economic combination of multiple lots (i.e. separate evaluations will be conducted using the Lot Combination Discounts where provided).

8. THE NEXT STAGE

8.1 Following evaluation of the Tenders, RTÉ intends to proceed with the award of the Contract within an appropriately short timeframe.

8.2 Tenderers are reminded that, as this competition is being run pursuant to the open procedure, there will be no scope for post-Tender negotiations with RTÉ.

9. MINI TENDER PROCEDURE FOR ENG & EFP CAMERA SERVICES and EFP SOUND & ELECTRICAL SERVICES.

9.1 RTÉ may award Purchase Orders to Tenderers in any of the following ways as it deems appropriate:

- (a) by issuing a Mini Tender Request for ENG & EFP Camera Services and EFP Sound & Electrical Services to the Tenderers appointed to the Frameworks and inviting them within a specified time limit to submit a Quotation in writing for a specific set of Services and by choosing the one which offers best value for money when judged against the Award Criteria contained in the Mini Tender Request for ENG & EFP Camera Services and EFP Sound & Electrical Services document. The Mini Tender Request document is contained in Appendix 5.
- (b) by directly choosing the Tenderer whom RTÉ deems, at its absolute discretion, to offer best value for money and is best suited to provide the specified Services based on the information provided by the Tenderer in the Frameworks Tender and any other information available to RTÉ at the time the events is scheduled.

RTÉ will base its decision on one or more of the following criteria: (i) speed of available response (including, without limitation, capacity to meet required deadlines and, where relevant geographical location); (ii) quality (including, as appropriate: capability, expertise, availability of resources and proposed methods of undertaking the work); and (iii) the rates as set out in the Tender. This method of selection is more likely to be used in events of extreme urgency or experience in a particular type of event. Where extreme urgency or experience in a particular type of event is determined by RTÉ at its sole discretion.

- 9.2 RTÉ is not obliged to issue any Mini Tender Request or award any contract under this Agreement to the Tenderer and may procure the Services in other ways. Where a Mini Tender Request is issued, RTÉ is not obliged to accept the lowest or any Quotation. RTÉ may cancel the provision of Services at any time for any reason.
- 9.3 The terms and conditions of this tender shall apply as between the parties in respect of the performance of the Services made pursuant to this Clause, except to the extent stated in a Contract Order or otherwise agreed between the parties.
- 9.4 RTÉ will not be liable to the Tenderer for any costs or expenses incurred by it in relation to any Mini Tender Request Procedure regardless of outcome, including abandonment of a Mini ENG & EFP Camera Services and EFP Sound & Electrical Services Tender Request.
- 9.5 Services may be procured under this Agreement by RTÉ, any RTÉ group entity/subsidiary as part of its delivery of relevant services to RTÉ.
- 9.6 Some of the Mini ENG & EFP Camera Services and EFP Sound & Electrical Services Tender Requests will require a very short e.g. 2 day response.

PLEASE NOTE

This ITT has been prepared for the purpose of providing information to Tenderers participating in the competition conducted by RTÉ, to select an entity to enter into a contract for the provision of the Specification.

Defined Terms

Defined terms referred to in this ITT include defined terms contained in the Contract.

Conflicts

In case of a conflict between the ITT and the Contract, the Contract shall prevail.

No Liability

No reliance will be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in this ITT will be construed as legal, financial, technical or tax advice.

Healthy Procurement Process

RTÉ reserves the right, in its absolute discretion, to take such steps as it considers appropriate to ensure that a healthy competition is maintained throughout all stages of the tender process.

No Representations

No person has been authorised by RTÉ to give any information or to make any representation and, if a representation is given or made, no such information or representation may be relied upon as having been so authorised.

No Legal Obligations save in respect of Confidentiality Undertaking

Nothing contained in this ITT is, or will be relied upon as, a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Specification nor be used in construing any such contract. No legal relationship or other obligation will arise between a Tenderer and RTÉ unless and until the Contract has been formally executed in writing by RTÉ and the preferred tenderer and any conditions precedent have been fulfilled. RTÉ does not accept any responsibility for the legality, validity, enforceability or effectiveness of any document executed or which may be executed in relation to the Specification.

Costs

RTÉ does not accept any liability or responsibility for any costs and expenses incurred by a Tenderer:

- (i) in entering into the tender process with RTÉ;
- (ii) in the preparation or submission of a tender; or
- (iii) arising from any discussion during the tender process;

regardless of the outcome of the tender process or otherwise.

Applicable Law and Jurisdiction

This ITT is governed and construed in accordance with the laws of Ireland. The Irish courts will have exclusive jurisdiction in relation to any disputes arising from this ITT.

Acceptance of ITT

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to, and acceptance of, the terms of the ITT. This ITT is not being distributed to the public nor has it been filed, registered or approved in any jurisdiction. Tenderers will inform themselves of and will observe any applicable legal requirements.

Amendments to or Clarifications of ITT Documents

RTÉ may, in its absolute discretion, issue a clarification, additional information, or amend this or the Terms and Conditions (together the “**ITT Documents**”) at any time during the tender process. RTÉ shall inform Tenderers in writing of any such clarifications, additional information or amendments but shall not be obliged to provide reasons for such clarifications, additional information or amendments.

Right to Amend or Withdraw from the Tender Process

RTÉ reserves the right, in its absolute discretion:

- (i) to change the basis of, or the procedures (including the timetable) relating to the tender process;
- (ii) to reject any, or all, of the tenders;
- (iii) not to invite a Tenderer to proceed further to any stage of the tender process;
- (iv) not to furnish a Tenderer with additional information in respect of any aspect of the Specification or otherwise;
- (v) not to otherwise negotiate with a Tenderer in respect of the award of the Contract at any time;
- (vi) not to proceed with any tender;
- (vii) not to proceed with any tender Lot where Lots are identified;
- (viii) to withdraw from the tender process, or any part thereof, or any Lot at any time; or
- (ix) to abandon, at any stage, the competition for the Specification.

Publicity

RTÉ will have the right to publicise, or otherwise disclose, to any third party, information regarding the Specification, the Tenderers, the tender process or the award of the Contract including details in respect of Tender pricing.

Conflict of interest

Any actual or potential conflict of interest must be fully disclosed in writing to RTÉ as soon as it becomes apparent. In the event of any conflict or potential conflict of interest RTÉ may, in its absolute discretion, decide on the course of action it deems appropriate.

Freedom of Information Act Requirements

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- (i) RTÉ is subject to the Freedom of Information Act.
 - (ii) Where Tenderers consider any information they provide to be “commercially sensitive” or “confidential”, they shall mark the information as such. If requested by RTÉ, Tenderers must provide RTÉ with the reasons why they consider such information to be commercially sensitive or confidential. Failure to do so may result in such information being released in response to a request pursuant to the Freedom of Information Act.
 - (iii) RTÉ will consult with Tenderers about sensitive information before making decisions on any request received under the Freedom of Information Act. In the event that RTÉ decides to release particular information relating to a Tenderer, the Tenderer will have the option to appeal RTÉ’s decision to the Information Commissioner (as referred to in the Freedom of Information Act).
 - (iv) Tenderers should note that, on conclusion of the Contract, the Contract and the Specification documents will be available for public examination to the extent required by the Freedom of Information Act or any other Law.
 - (v) If there is a conflict between any agreement between or requirement of the parties and the statutory requirements of the Freedom of Information Act, the Freedom of Information Act will prevail.

Abnormally Low Tenders

If it is considered that any Tender is abnormally high or abnormally low, RTÉ intends to require the relevant Tenderer(s) to provide further details of the constituent elements of its Tender which RTÉ considers relevant. Any failure by a Tenderer to comply with such requirements may result in that Tenderer being excluded from further consideration.

Tax

Tenderers are reminded that it is their responsibility to satisfy themselves as to the tax position affecting the Specification or the Contract.

It will be a condition of the award of any contract under this ITT that the successful Tenderer shall, for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not limited to Circular 43/2006 issued by the Department of Finance (and any replacement), or the equivalent laws in the jurisdiction in which the Tenderer files their tax returns. This circular and further information is available at www.finance.gov.ie and www.revenue.ie

Prior to the award of any contract arising out of this competition, the successful Tenderer will be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by RTÉ.

Employment Law

The successful Tenderer will be solely responsible in Law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the services/supplies/works to RTÉ.

Tenderers must provide a written statement confirming that they have taken account, when preparing their Tenders, of their legal obligations relating to employment protection and working conditions relevant to services/supplies/works sought under this ITT. Failure to make the statement at paragraph 4 of the Form of Tender at Schedule 1 Appendix 3 will render the Tender non-compliant.

Tenderers may obtain information regarding their obligations concerning employment protection and working conditions from the Department of Enterprise, Trade and Employment (www.enterprise.gov.ie).

Tenderers must comply with any applicable statutory terms relating to minimum pay and to any legally binding sectoral agreements.

Compliance with Laws

Tenderers must comply with all applicable laws relating to the services/supplies/works sought under this ITT including without limitation, laws relating to the environment, health and safety, data protection, employment, equality and disability. Tenderers must provide a written statement confirming that they have taken account, when preparing their Tenders, of their legal obligations relating to the services/supplies/works sought under this ITT. Failure to make the statement at paragraph 4 of the Form of Tender at Schedule 1 Appendix 3 will render the Tender non-compliant.

Price

All prices shall be in Euro (€), DDP (Delivered Duty Paid) to the appropriate RTÉ site and shall be exclusive of any Value Added Tax (which shall be added to invoices at the appropriate rate, where applicable). The Price shall include payments necessary to comply with all acts, laws, rules, work permits, national insurance contributions, government stamp tax, and taxes, but not limited to those applicable in Ireland and in the country of origin. Unless otherwise specified, all itemised prices provided by the Tenderer in response to the requirements of this ITT, shall be deemed to include the full cost for each item for which a price is so quoted. The price shall be inclusive of all delivery and duties and customs tax owed.

Confidentiality

The contents of the EOI/ITT Documents are being made available by RTÉ on condition that:

- Tenderers shall at all times treat the contents of the EOI/ITT Documents and any related documents (together called the ‘Information’ for the purposes of this section) as confidential, save in so far as they are already in the public domain;
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any other time or allow any of these things to happen;
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a [Tender/ EOI]; and
- Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a [Tender/EOI] to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- The Tenderer obtains the prior written consent of RTÉ in relation to such disclosure, distribution or passing of the Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement; or

- The Tenderer is legally required to make such a disclosure.

For the purposes of this section, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate. RTÉ may disclose detailed information relating to Tenderers to its officers, employees, agents or advisers.

Personal Data

RTÉ processes personal data provided by you/the Tenderer in relation to the Tender to conduct the Tender process and/or perform the contract with you/the Tenderer and otherwise in order for RTÉ to perform its statutory functions and/or legal obligations which necessarily require that RTÉ engage with external service and/or product providers. RTÉ processes such personal data in accordance with its Privacy Policy. Information on Data Subject Rights is available in the RTÉ Data Subject Rights Guide.

APPENDIX 1

The Specification

1. The Overview

RTÉ are seeking Tenderers to participate in Framework Agreements to provide cost-effective services for ENG & EFP Camera Services and EFP Sound & Electrical Services across all of RTÉ's platforms. These services will be required for events and activities nationwide and on rare occasion outside the Island of Ireland.

The Frameworks has been divided into a number of Lots:

Lot 1 – EFP Lighting Camera Operators

Lot 2 – ENG & EFP Camera Operators

Lot 3 – EFP Assistant Camera Operators

Lot 4 – EFP Sound Mixer/Recordists

Lot 5 – EFP Electricians

It is envisaged that RTÉ will appoint a number of Tenderers for each lot.

This Specification is for acceptance into the relevant Framework, while a specific detailed specification for each event, series of events or activity will be provided in a Mini Tender.

There is no limit on the size or duration of an event or activity covered by this tender process. For example, an event could be for half a day at a specified location while an activity could be for relevant services for an extended period of time in a region of Ireland and everything in between.

Due to the nature of the work carried out by RTÉ there is often a requirement for ENG/EFP Crews to attend unplanned and unscheduled events at short notice. In order to carry out its business it may be necessary for RTÉ to implement a different practice to engage ENG/EFP Crews for these engagements. Tenderers successful in any of these lots may be considered for these engagements. More detail on this process is contained in Section 9.1 (b) of the ITT.

RTÉ will require under this Frameworks Agreement that for Mini tenders/lots associated with Nuacht or Irish Language Programming, tenderers or their employees will be required to show respect to the language, and the rights of Irish speakers even if they themselves are not fluent or competent speakers. At a minimum tenderer's should learn and use rudimentary terms and phrases such as Tá/Níl, go raibh maith agat, le'd thoil, ceart go leor and Slán. The Tenderer should state their competency in speaking Irish and/or a determined effort to learn to achieve this would also be desirable.

Tenderers will be required to present at a location as specified by RTÉ so therefore, a full driver licence is required along with a suitable vehicle to present at this location. Please provide a copy of your Driver Licence and Motor Vehicle Insurance as part of the tender response.

The nature of the services included in all lots may require successful applicants to work to tight deadlines across all genres including News/Nuacht, Current Affairs and Sports output along with highly creative programming strands such as Drama, Factual, Arts, Entertainment and Documentaries, Children's Programming and Irish Language Programming.

Any Tenderer can apply to any lot where applicable. However, if a Tenderer specialises in a particular genre, this should be identified in your response. In addition, if you only supply the service in particular regions, Tenders should identify these regions.

Company Overview & Experience

Tenderers are required to provide a brief description of their core service offerings.

- Please provide details of three productions completed and a short show reel demonstrating work undertaken in the last three years
- Describe the most technically challenging production delivered.
- Provide three client referees.
- Detail of any specialist operational skills
- Provide CVs for key staff, if applicable.
- Describe training undertaken and courses completed

Equipment

Tenders are required to provide a complete equipment inventory. All Tenderers must ensure that their equipment is fully insured and evidence must be included in the tender response. Tenderers must demonstrate that it has sufficient overall equipment to meet the Specifications below.

Innovation

RTE requires Tenderers to identify other equipment, facilities and services that will bring innovation and demonstrate technical expertise to add value in their service delivery. Examples of this are the operation of remote jibs, steadicam and camera stabilisation operation.

Health, Safety and Welfare at Work (“HS&W”)

Tenderers should provide details of external HS&W assurance accreditation, if any. If not, Tenderers should provide details of internal HS&W procedures applied by the Tenderer including such documents as Safety Statements, sample risk assessments, H&S training log, evidence of Accident/Incident log etc. Tenderers must demonstrate satisfactory HS&W procedures are in place. Tenderers Should provide an occupation specific Safety Statement as part of your tender response.

LOT 1 – EFP Lighting Camera Operators

RTE’s EFP Lighting Camera Operators requirements are broad in scope and cover a number of genres.

Requirements

Tenderers are expected to operate cameras that can generate media files in High-Definition 1920 X 1080 interlaced and be compatible with RTE’s existing house format, presently MXF 50mbps MPEG 422 interlaced. Other file formats may be required to enable higher resolution or for motion speed changes. Preferred camera models Sony FS7, FX9, PXW range.

Content delivery will be file based using USB 3 solid state drives formatted as EX FAT or other approved formats acceptable to RTE and will have the appropriate metadata attached. Use of non-prescribed camera formats should not impact on delivery of content to RTE.

Equipment

Operators must provide camera/s with lenses and tripods to enable them to cover the full scope of EFP requirements and other items such as, rifle mic, 2 x dual diversity radio mic receivers

and transmitters, (all operating in the appropriate licensed band) along with all necessary tools and ancillary equipment to provide the service.

In addition, tenderers will be required to provide a lighting kit with the ability to cover a wide range of interviews situations, a high-definition monitor wired or wireless and laptop for file verification and transfer of media.

Additional Services

- **Editing FTP**

Editing of packages and FTP transfer while out on assignment may be a requirement for delivery.

- **SUA/UAV Operation**

From time to time there may be a requirement for SUA/UAV drone operation. If you intend to offer the service, please confirm the category, Open or Specific which you are licenced to operate in. Providing an up-to-date copy of your insurance and licence, SUA operator registration and procedures manual.

- **Bonded Cellular Technology**

RTÉ currently uses Live-U as its bonding technology method of delivery, Nuacht TG4 uses LiveU and Aviwest/Haivision (please note this may change throughout the lifetime of the Contract) Tenderers should confirm if they intend to offer this facility along with this service. The Bonded Technology device will need to have a minimum compliment of 4 sims spread across multiple networks. A Telex Eartube ET-2 earpiece and a headphone amplifier will also need to be supplied for guests and reporters.

Suppliers are required to identify the type of Bonded Cellular Technology that they are proposing.

- **2nd Camera**

From time to time a 2nd camera may be required with Lenses, Tripod, Gimble and all necessary ancillaries.

LOT 2 – ENG Camera Operators

RTE's ENG Camera Operators requirements are broad in scope covering e.g. Electronic News Gathering, Special Events, General Elections, State Visits, Nationwide and Irish Language News Programmes.

Please note that a number of these Tenderers will be required to have competency in the Irish Language as required for Nuacht and Irish Language News Programmes.

ENG Shoot/Edit

Requirements – Tenderers are expected to operate cameras that can generate media files in High-Definition 1920 X 1080 interlaced and be compatible with RTE's existing house format, Preferred camera codec .MXF files, XDCAM, HD.1080i 50, 4:2:2.

Content must be available on XQD cards.

Equipment

Full kit should include, camera, tripod, appropriate lenses, camera top light, Sennheiser 416 (or similar quality) rifle mic, dual diversity radio mic receiver, 2 X Sony ECM 77 (or similar quality) wireless clip mics and an integrated radio stick mic. (Operating in the appropriate licensed band) along with all necessary tools and ancillary equipment to provide the service. (Rode, DJI, Holland wireless microphones are not acceptable).

In addition, Tenderers will be required to provide a lighting kit with the ability to cover a wide range situations, including interviews. A Light panel Astra IP and a Aperture 60X for example.

Services

Editing of packages while out on assignment will be a requirement. Please identify what facilities you propose. Laptop editing is required with appropriate professional editing software. Delivery of edited content should involve an FTP client.

RTÉ use a number of secure file delivery methods including Aspera Faspex and Signiant Media Shuttle, however other secure delivery methods may be embraced by RTÉ as Technology evolves.

Additional Services

- **SUA/UAV Operation**

From time to time there may be a requirement for SUA/UAV drone operation, this requirement is higher outside of Dublin and particularly relevant for suppliers working for Nuacht RTÉ, Nuacht TG4 and Nationwide. Please identify if you are an insured licensed operator and confirm if you have the equipment and intend to offer this facility. If so, please provide a copy of the Drone Insurance, Operator and Drone License and Specific Operating Procedures Manual/SUA.

- **Bonded Cellular Technology**

RTÉ currently uses Live-U as its bonding technology method of delivery, Nuacht TG4 uses LiveU and Aviwest/Haivision (please note this may change throughout the lifetime of the Contract) The Bonded Technology device will need to have a minimum compliment of 4 sims spread across multiple networks. A Telex Eartube ET-2 earpiece and a headphone amplifier will also need to be supplied for guests and reporters.

Suppliers are required to identify the type of Bonded Cellular Technology that they are proposing.

There is a specific requirement for suppliers to provide a form of bonded cellular technology for Nuacht RTÉ and Nuacht TG4 – either LiveU or AviWest/Haivision

- **Social Media**

Our ENG crews are also required to make content for Social Media platforms like Instagram and TikTok. A smartphone, iPhone 15 or above/ or Android equivalent, and wireless microphones like the Rode Wireless Go 2, DJI Mic 2 or similar are required.

- **2nd Camera**

From time to time a 2nd camera may be required with Lenses, Tripod, Gimble (OSMO Pocket 4 or Similar) and all necessary ancillaries

Lot 3 EFP - Assistant Camera Operators

RTÉ has a requirement for experienced assistant camera operators to work across all of RTE's programming genres.

Assistants will offer full camera support and work in the main under the guidance of camera operators and be familiar with single and multi-camera operation, rigging, grip and dolly operation.

Assisting with camera operation may be required on occasion. Media wrangling with file-based cameras is required.

Lot 4 EFP Sound Recordist/Mixer

Requirements

RTE's EFP sound requirements are broad in scope covering a number of genres.

Recordist/Mixers are required to work alongside the Lighting/camera operators recording and mixing audio to the camera media storage. Separate sound delivery may be required for music and drama items occasionally. Boom operation is a requirement.

Equipment

Operators must provide a portable mixing recording unit capable of recording four or more channels of audio, have 2 X radio receiver/transmitters and 1 x radio stick mic (operating in the appropriate licensed frequency band as determined by COMREG) boom pole, mic stands, shotgun mic along with all necessary tools and ancillary equipment to provide the service.

Lot 5 - EFP Electricians

Requirements

RTE's EFP Electrical Services requirements are broad in scope and deliver to all genres.

Electricians are responsible for the rigging/de-rigging of lighting equipment and safe electrical distribution on a RTÉ production/location.

Industry standard lighting kit to deliver three-point lighting minimum along with all necessary tools and ancillary equipment to provide the service.

All Electrical work must be installed in accordance with the [National Standards Authority of Ireland \(NSAI\)](#) and the [Commission for the Regulation of Utilities \(CRU\)](#).

While the use of electricity at work is regulated by several pieces of legislation, the specific piece of legislation where electricity is addressed most directly is in Part 3 (Regulation 74 to 93) of the 2007 Safety Health & Welfare at Work (General Application) Regulations. Comprehensive guidelines on these Regulations are available here: [Guidelines to Part 3 of the 2007 General Applications Regulations](#).

The core of this legislation is the risk assessment approach, and the legal duty on Tenderers to ensure the safe interaction of employees, third parties, RTE Staff and members of the public with all items associated with electricity.

Additional Services

- **Generators**

RTE may have a requirement to operate portable generators on location.

Tenderers should indicate if they can operate and/or supply a mobile generator and their varying capacities please indicate if you hold a current HGV licence.

RTÉ Health & Safety Code:

All Tenders must comply with Health & Safety Legislation applicable to the jurisdiction they are working within:

- Republic of Ireland - Safety Health and Welfare at Work Act 2005 and all Regulations made under this Act
- Northern Ireland - The Health and Safety at Work (Northern Ireland) Order 1978

Work at Height Regulations-

- RTÉ expects the successful Tenderers to comply with the requirements of the Safety Health and Welfare at Work Act 2005 and the Safety Health and Welfare (General Application) Regulation 2007 (as amended) Part 4 Working at Height Regulations.
- The Tenderers must carry out a risk assessment for all work conducted at height and to put in place arrangements to eliminate or minimise risks from working at height. A suitable safe system of work must be implemented using suitable work equipment.
- No RTÉ working at height equipment can be used by the selected Tenderers. The Tenderers must supply their own working at height equipment and any personal protective equipment required to complete the task.

2. General Requirements**(a) Payment Terms**

The following payment terms will apply to the contract.

-
- (i) Approved Invoices quarterly in arrears.
 - (ii) Invoice must only be issues containing the appropriate RTÉ Purchase Order number.
 - (iii) Support information is to be provided with each invoice showing proof of delivery, installation, commissioning and acceptance of products, services and/or works for approval by the RTÉ.
 - (iv) RTÉ approved invoices will be paid 30 days after invoice approval.

(b) Term of contract

The term of any contract awarded under this competition will be 3 years, with options to extend (under the same conditions) for further period of 1 year up to a total maximum period of 5 years at the discretion of RTÉ.

(c) Final Acceptance Date

The Final Acceptance Date as used in the RTÉ Terms and Conditions Delay clause shall be no later than X months from the contract Effective Date.

(d) Intellectual Property Rights in the Content, Data and Reports

The Tenderer agree that all intellectual property rights in the content, data and reports created by the provision of Service shall vest in RTÉ on creation. The Tenderer hereby assigns all intellectual property rights in the content, data and reports created by the provision of Service by present assignment of future rights, with full title guarantee to RTÉ, and shall sign (or procure the signing of) any document or do anything else necessary to ensure that the rights vest in RTÉ to the extent practicable. To the extent that copyright may not be assigned, the Tenderer shall instead grant RTÉ an irrevocable, exclusive, world-wide, paid-up, perpetual, royalty-free licence to any such copyright which is included in the content. RTÉ shall grant the Tenderer a non-exclusive royalty free licence to use the content solely to provide the Services to RTÉ.

APPENDIX 2

Tender Requirements

1. Tender Requirements

Tenderers must provide all the appropriate information to allow RTE evaluate their proposal for the Minimum Requirement in section 5 and the Evaluation Criteria in section 7.

Tenderers must include the following information in their Tenders:

2. Financial Requirements

Pricing Schedules (per lot) - All costs provided in this tender should include all business expenses that the tenderer incurs in the process of delivering these services to RTE including equipment, tolls, travel and parking. (Any exceptions to this will be noted below)

The rates provided in the tender response are the maximum rates the Tenderer may charge for any work or Mini Tender responses conducted under these Frameworks.

RTE have introduced a city rate that is intended to cover the higher cost associated with working in a city centre, these locations are Dublin, Cork, Galway, Limerick & Belfast.

Bonded Cellular Technology –Whether it is LiveU, Aviwest/Haivision or both. Any associated costs – supply, charge per use, any cap (i.e no additional charge after 3 hits)

Exceptions -Hire Equipment such as specialist Cameras and other third-party costs including hotel bills and flights shall be additional but charged to RTE at cost. All these costs are to be approved by RTE in advance.

Lot 1

Lot 1 – EFP Lighting Camera Operator	€/Shoot (Within 100km radius of Tenderers base)	€/Shoot (Outside 100km radius of Tenderers base)
9 Hour Shoot Day	A	B
9 Hour City Shoot Day	C	D
9 Hour Shoot x 5 Days	E	F
Recce/Travel Day	G	H
Tender Price = (15xA+15xB+15xC+15xD+5xE+5xF+2xG+2xH)		

This Tender Price is used in the Cost Criteria in the Tender Evaluation Criteria Clause 7 of the ITT.

The following charges may be charged to RTE for the services listed below that may be added to those listed in the Lot 1 Pricing Schedule. All the costs are to include any licences or transport costs.

Lot 1 Additional Rates	€/Shoot
------------------------	---------

Additional hourly rate after 9 Hours	
Additional hourly City rate after 9 Hours	
9 Hour Shoot Day UAV/SUA with SOP	
9 Hour City Shoot Day UAV/SUA with SOP	
Lot 1 Incremental Equipment Rates	
Editing FTP	
Bonded Cellular Technology – multiple News/Current Affairs inserts up to a maximum of 3 per day (to include data charges)	
Bonded Cellular Technology – per hour (to include data charges)	
2 nd Camera (lenses & ancillaries to be included)	
Gimbles	

Lot 2

Lot 2 – ENG Camera Operators	€/Shoot (Within 100Km radius of tenderers base)	€/Shoot (Outside 100Km radius of tenderers base)
9 Hour Shoot Day	A	B
9 Hour City Shoot Day	C	D
Tender Price= (15xA+15xB+15xC+15xD)		

This Tender Price is used in the Tender Evaluation Criteria Clause 7 of the ITT.

The following charges maybe charged to RTÉ for the services listed below that may be added to those listed in the Lot 2 Pricing Schedule. All the costs are to include any licences or transport costs.

Lot 2 Additional Rates	€/Shoot
Additional hourly rate after 9 Hours	
Additional hourly City rate after City Hours	
SUA/UAV Daily Rate (Drone)	
Lot 2 Incremental Equipment Rates	
Bonded Cellular Technology – multiple News/Current Affairs inserts up to a maximum of 3per day (to include data charges)	
Bonded Cellular Technology – per hour (to include data charges)	
2 nd Camera (lenses, & ancillaries to be included)	
Gimbles	

Lot 3

Lot 3 – Assistant Camera Operators	€/Shoot (Within 100km radius of Tenderers base)	€/Shoot (Outside 100km radius of Tenderers base)
9 Hour Shoot Day	A	B
9 Hour City Shoot Day	C	D
Recce/Travel Day	E	F
Tender Price = (15xA+15xB+15xC+15xD+5xE+5xF)		

This Tender Price is used in the Cost Criteria in the Tender Evaluation Criteria Clause 7 of the ITT.

Lot 4

Lot 4 – EFP Sound Mixer/Recordists	€/Shoot (Within 100km radius of Tenderers base)	€/Shoot (Outside 100km radius of Tenderers base)
9 Hour Shoot Day	A	B
9 Hour City Shoot Day	C	D
Recce/Travel Day	E	F
Tender Price = (15xA+15xB+15xC+315xD+5xE+5xF)		

This Tender Price is used in the Cost Criteria in the Tender Evaluation Criteria Clause 7 of the ITT.

Lot 5

Lot 5 – EFP Electricians	€/Shoot (Within 100km radius of Tenderers base)	€/Shoot (Outside 100km radius of Tenderers base)
9 Hour Shoot Day	A	B
9 Hour City Shoot Day	C	D
Recce/Travel Day	E	F
Tender Price= (5xA+5xB+5xC+5xD+3xE+2xF)		

This Tender Price is used in the Cost Criteria in the Tender Evaluation Criteria Clause 7 of the ITT.

The following charges maybe charged to RTÉ for the services listed below that may be added to those listed in the Lot 5 Pricing Schedule. All the costs are to include any licences or transport costs.

Lot 5 - Incremental Equipment Rates – Mobile Generators	€/Shoot
2KW to 8KW	
45KW to 60KW	
80KW to 200 KW	
200KW to 300KW	

All Tenderers should complete the relevant Pricing Schedule(s) in full provided with this ITT.

The numbers used within this calculation are only for the tendering evaluation criteria purposes and are not an indicator of order levels.

Tenders must identify the location of their valid bases.

Where multiple bases are identified the closest base will be used for the calculation of rates etc when invoicing.

Sustainability

RTÉ aims to ensure that sustainability is embedded across every function, including procurement, as an essential step towards our goal of making a contribution to the company's sustainability vision and society as a whole.

RTÉ is committed to sustainably minimising waste in all our operations. We consider waste minimisation in the procurement of material, equipment and associated packaging. It is our intention to progressively move to electronic means of transacting business with our suppliers.

Human Rights

As a business, RTÉ respects and supports the dignity, wellbeing and human rights of our employees, the workers in our direct and extended supply chain, the communities in which we trade and those affected by our operations. We would expect the same from our suppliers.

As a business we also support the goals of Republic of Ireland legislation, primarily the Criminal Law (Human Trafficking) Act 2008, as amended by the Criminal Law (HumanTrafficking) (Amendment) Act 2013. and have a zero tolerance approach to forced labour of any kind within our operations and supply chain.

Responsible Sourcing:

We aim to enhance the lives and support the local communities of the people who work for and with us. We're committed to source responsibly and we work closely with our suppliers make sure they respect human rights, promote decent working conditions and improve sustainability across our supply base.

We want to be a leader on sustainable consumption and production in our sector.

APPENDIX 3

Form of Tender

Re: Tender for [●]

To: Head of Procurement
RTÉ Donnybrook D4

1. We the undersigned offer to provide [] services/supplies/works required by RTÉ in accordance with and subject to the following documentation issued by RTÉ on [●] 20[]:

- the Invitation to Tender;
- this Tender and Appendices; and
- RTÉ's Terms & Conditions

for the fee detailed in our Tender.

2. We hereby confirm that:

- (a) none of the circumstances set out in Schedule 1 Appendix 4 (Declaration of Eligibility) of this Tender apply;
- (b) we are providing the corporate information sought by RTÉ in relation to this Tender and have carried out all necessary checks to confirm the completeness and accuracy of such information; and
- (c) we satisfy the Minimum Requirements (b) Financial and Economic Standing and (c) Minimum Insurance Requirements detailed within clause 5.1 of the ITT and will provide proof demonstrating the same when requested by RTÉ. We accept that we will be eliminated from the tender process if we cannot provide proof, to RTÉ's satisfaction, demonstrating that we satisfy both of these Minimum Requirements.

3. We undertake, if our Tender is accepted, to commence provision of the services/supplies/works:

- (a) for the [price of € [●] [in words]] or [prices contained within the Pricing Submitted submitted] which shall include all expenses (including travel, accommodation, postage, photocopying costs etc) incurred by the Tenderer, but shall exclude VAT; and
- (b) in accordance with our Tender proposal attached to this Form of Tender.

4. We confirm:

- (a) our compliance with; and
- (b) that we have taken account of when preparing our Tender,

all relevant legal requirements relating to the services/supplies/works required by RTÉ under the Invitation to Tender, including without limitation employment law requirements.

5. This Tender shall remain irrevocably open for acceptance by you for a period of [six] months from the Tender submission date and it shall remain binding upon us for that period or such other period as we may agree.
6. We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you.
7. We understand that this Tender can be awarded in whole or in part and that you are not bound to accept the lowest or any Tender you may receive.
8. Contact details:

Proposed Contracting Company Name:	
Company Address:	
Tender Contact (name):	
Tender Contacts Email Address:	
Tender Contacts Phone No.:	

Dated this [●] day of [●] 20[]

Name of Person, Firm or
Company Tendering:

(IN BLOCK LETTERING)

Address

Signed for and on behalf
of Person, Firm or Company

Official Capacity or Authority

APPENDIX 4**Declaration of Eligibility**

1. Any Tenderer who has been the subject of a conviction by final judgment of which the contracting authority is aware for one or more of the reasons listed below shall be excluded from participation in a public contract:
- (a) participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008¹ on the fight against organised crime;
 - (b) corruption, which means corruption within the meaning of the following:
 - (i) as given to it by the Convention drawn up on the basis of Article K.3 (2)(c) of the Treaty on European Union, on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union drawn up
 - (ii) under the Council Act of 26 May 1997²; Article 2(1) of Council Framework Decision 2003/568/JHA³ of 22 July 2003 on combating corruption in the private sector;
 - (iii) the law of the State, where the contracting authority or the economic concerned is established in the State;
 - (iv) the law of the Member State, other than the State, in which the contracting authority or the economic operator concerned is established;
 - (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up under the Council Act of 26 July 1995⁴;
 - (d) terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002⁵ on combating terrorism or inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision;
 - (e) money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005⁴ on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;
 - (f) child labour and other forms of trafficking in human beings, within the meaning of Article 2 of Directive 2011/36/EU⁵ of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA.

¹ OJ L 300, 11.11.2008, p.42.

² OJ C 316, 27.11.1995, p.48.

³ OJ L 164, 22.06.2002, p.3.

⁴ OJ L 309, 25.11.2005, p.15.

⁵ OJ L 101, 15.04.2011, p.11.

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2. Any economic operator may be excluded from participation in a contract where that economic operator:
- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
 - (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
 - (c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
 - (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
 - (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
 - (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
 - (g) is guilty of serious misrepresentation in supplying information to RTÉ or another public buying agency or has not supplied such information.

Declaration Eligibility (Evidence)

The following declaration must be completed and signed by an authorised representative of the Tenderer.

Declaration

I (Name)

of (Tenderer name)

hereby declare that none of the grounds for exclusion listed above applies to (Tenderers name). I declare that I have taken all reasonable measures to confirm that this information provided in this Declaration is true and accurate as of this date.

Declaration by

Date

Witnessed by

APPENDIX 5

Mini Tender Request for EFP & ENG Services Template

Raidió Teilifís Éireann

Mini Tender Request

Template

For

EFP & ENG Camera Services for

XXXXXXXXXXXXXXXXXXXX

Deadline for receipt of tender submissions is **X**pm

DD/MM/YYYY

Tender Detail

RTÉ would like to invite experienced companies to tender for the provision of ENG & EFP Camera Services and/or EFP Sound & Electrical Services. This service is required Nationwide.

This RFQ has been prepared by RTÉ for the purpose of providing certain information to assist in submission of a quotation, which will satisfy RTÉ's requirements in respect of the specification.

Specifications –

RTÉ will provide a detailed specification associated with each requirement, as outlined above in Lots 1-6.

The nature of each request will be described in detail including location, time and specific requirements.

The Technical Specifications for each request will also be provided here.

Please list details of the personnel proposed.

Please provide 3 examples of similar types of Contracts.

Mini EFP & ENG Camera Services Evaluation Criteria

RTÉ will evaluate and rank all Tenders using the following Evaluation Criteria:

Mini ENG & EFP Camera Services Evaluation Criteria	Percentage Weighting
Cost:	40%
Relevant Experience in Similar Projects:	35%
Facilities & Equipment:	15%
Delivery Timeframes:	5%
Value Added Dimensions & Innovation:	5%

Tender Submission: RTÉ XXXXXXXXXXXXXXX 20XX

Name of Company Tendering:

Total Cost of Tender Bid in euro –	

Please provide an itemised list of materials and labour costs	€uro

Value Added Dimensions / Innovations:

Additional Information

I hereby agree to the General Terms and Conditions issued by RTÉ:

Signed: _____ Date: _____