



4<sup>th</sup> August 2022

[REDACTED]

Email: [REDACTED]

**Re: Response IE\_FOI\_593**

Dear [REDACTED]

I refer to your request dated 13<sup>th</sup> June 2022 made under the Freedom of Information Act 2014, which was received by my office on that date, for records held by Iarnród Éireann.

**Request:**

1. In relation to all CCTV cameras that you have procured from 2017 until the present, please provide:
  - the names of each company and the names of the products including the model numbers
  - the contracts with each company
  - the cost per unit and the total costs, and
  - the duration of contracts and/or licenses.
2. Please provide records that state the capability of the CCTV cameras (along with their storage and processing units whether locally, on a server or in the cloud), such as facial recognition, emperature/thermal scanning, behaviour analysis, object detection or demographic detection (i.e. age, gender, clothing etc).
3. Please also provide the documents and communication related to the tender process for all CCTV cameras, that has been procured between 2017 until the present.

**Response:**

I, Mrs. Karen Conroy, Decision Maker have now made a final decision to Part Grant your request on 04<sup>th</sup> August 2022.

**Rights of appeal**

In the event that you are not happy with this decision you can make an appeal in relation to this matter, you can do so by writing to the FOI Unit, Corporate Communications, Iarnród Éireann Irish Rail, Connolly Station, Amiens St, Dublin 1 or by e-mail to [foi@irishrail.ie](mailto:foi@irishrail.ie). You should make your appeal within 4 weeks (20 working days) from the date of this notification, where a day is defined as a working day excluding, the weekend and public holidays, however, the making of a late appeal may be permitted in appropriate circumstances.

The appeal will involve a complete reconsideration of the matter by a more senior member of the staff of this body.

Should you have any questions or concerns regarding the above, please contact the FOI Officer on [REDACTED] or by email at [foi@irishrail.ie](mailto:foi@irishrail.ie)

Yours sincerely,

Karen Conroy

**Decision Maker**

P.P. 

**Lynette O'Toole**

Freedom of Information Request:  
Schedule of Records for [IE\\_FOI\\_593](#) : Summary for Decision Making

Record No.	Date of Record	Brief Description	No. of Pages	Decision: Grant/Part Grant/Refuse	Section of Act if applicable	Record Edited/Identify Deletions
RFQ_14418						
1	~	Appendix 1. Proposed Camera Locations IR Cork Depot Page 2 & 3	3	Part Grant	S30(1)(b)	Security issue
2	06/11/2019	Re_ RFQ_14418 - CCTV System Replacement Cork CME Depot	2	Part Grant	S37	Personal Data of others
3	01/11/2019	RFQ_14418 - CCTV System Replacement Cork CME Depot Page 1	52	Part Grant	S37	Personal Data of others
4	01/11/2019	RFQ_14418 - CCTV System Replacement Cork CME Depot Page 2&3	52	Part Grant	S30(1)(b)	Security issue
5	~	Technical Specification for CCTV Upgrade Cork CME Depot	10	Grant	~	~
RFQ_14461						
6	~	14461 - DART CCTV UPGRADE	8	Part Grant	S30(1)(b)	Security issue
7	~	14461 - Contractors and Permit-to-Work System	38	Grant	~	~
8	~	14461 - Fairview DART depot cctv	8	Part Grant	S30(1)(b)	Security issue
9	~	14461 - New sidings complete	1	Part Grant	S30(1)(b)	Security issue
10	~	14461 - North yard lower complete	1	Part Grant	S30(1)(b)	Security issue
11	~	14461 - North yard upper complete	1	Part Grant	S30(1)(b)	Security issue
12	~	14461 - Pricing Document	1	Part Grant	S30(1)(b)	Security issue
13	~	14461 DART Internal Complete	1	Part Grant	S30(1)(b)	Security issue
14	04/11/2019	FW_ RFQ_14461 Amended Docs	1	Grant	~	~
15	11/11/2019	RE_ RFQ_14461 Amended Docs	2	Part Grant	S37	Personal Data of others
16	21/11/2019	RFQ_14461 CCTV Fairview DART- Extension	54	Part Grant	S30(1)(b)	Security issue
17	18/11/2019	RFQ_14461 CCTV Fairview DART- Time	1	Part Grant	S37	Personal Data of others
18	~	South yard complete	1	Grant	S30(1)(b)	Security issue
7192						
19	10/08/2020	7192 Lot2 IE CONDITIONS OF TENDERING	47	Grant	~	~
20	29/07/2019	Camera Assessment and Selection	1	Grant	~	~
21	03/04/2020	CCTV CAR fully signed	5	Part Grant	S36	Commercially Sensitive
22	03/04/2020	CCTV CAR fully signed	5	Part Grant	37(2)(e)	Safety concern
23	24/02/2020	Check Listkm Supplier 1	5	Part Grant	S36	Commercially Sensitive
24	24/02/2020	Check Listkm Supplier 2	5	Part Grant	S36	Commercially Sensitive
25	04/03/2020	Check Listkm Supplier 3	5	Part Grant	S36	Commercially Sensitive
26	04/03/2020	Check Listkm Supplier 4	5	Part Grant	S36	Commercially Sensitive

27	06/08/2019	CIE Award Criteria CCTV FRAMEWORK AUGUST FINAL Page 1 & 4	4	Part Grant	S36	Commercially Sensitive
28	06/08/2019	CIE Award Criteria CCTV FRAMEWORK AUGUST FINAL Page 1	4	Part Grant	37(2)(e)	Safety concern
29	02/04/2019	CIE Group Code of Conduct for Suppliers	5	Grant	~	~
30	22/11/2019	Conflict of Interest 1	3	Part Grant	37(2)(e)	Safety concern
31	22/11/2019	Conflict of Interest 2	3	Part Grant	37(2)(e)	Safety concern
32	15/11/2019	Conflict of Interest Declaration 2	3	Part Grant	37(2)(e)	Safety concern
33	03/05/2019	Contract Notice - Utilities CCTV	5	Grant	~	~
34	12/04/2019	Contract Value	2	Part Grant	S37	Personal Data of others
35	07/08/2019	Criteria Approved, page 1	3	Part Grant	S36	Commercially Sensitive
36	07/08/2019	Criteria Approved, Page 1-3	3	Part Grant	37(2)(e)	Safety concern
37	26/06/2020	Dome Datasheet	2	Grant	~	~
38	14/08/2019	DECLARATION OF ELIGIBILITY (IE) New Draft 10062016	3	Grant	~	~
39	25/07/2019	PQQ Evaluation sign off	1	Part Grant	S37	Personal Data of others
40	21/06/2019	Final Stakeholder evaluation matrix for CCTV comments	2	Part Grant	S36	Commercially Sensitive
41	14/08/2019	IE STANDARD CONTRACT (Goods)_030718	49	Grant	~	~
42	26/03/2019	IE Technical Specification - final	59	Grant	~	~
43	29/07/2019	IE Technical Specification - new1	59	Grant	~	~
44	19/08/2020	IE Technical Specification CCTV CAMERAS	4	Grant	~	~
45	19/11/2019	Instructions for completing the Pricing Document	2	Grant	~	~
46	29/07/2019	IP CCTV LIST2019	8	Grant	~	~
47	~	PQQ Evaluation sign off	1	Part Grant	S36	Commercially Sensitive
48	15/04/2019	PQQ TEMPLATE)_ISSUE_28 Nov 2018	38	Grant	~	~
49	26/06/2020	Predator Datasheet	2	Grant	~	~
50	29/07/2019	PTZ camera Compliance Checklist	1	Grant	~	~
51	29/07/2019	PTZ tender (002)	2	Grant	~	~
52	25/06/2020	Query on CCTV PTZ Lot 2	3	Part Grant	37(2)(e)	Safety concern
53	30/04/2019	selection criteria approval	2	Part Grant	S36	Commercially Sensitive
54	~	Signed IE STANDARD CONTRACT PTZ CCTV	61	Part Grant	S36 & S37	Commercially Sensitive & Personal data of others
55	~	Technical scoring of CCTV responses	1	Part Grant	S36	Commercially Sensitive
56	27/11/2019	Cover Letter	1	Grant	~	~
57	21/11/2019	DECLARATION OF ELIGIBILITY (IE)	3	Grant	~	~
58	25/06/2008	IE Insurance Questionnaire	1	Grant	~	~
59	27/11/2019	IE CONDITIONS OF TENDERING	43	Grant	~	~
60	06/05/2020	IE STANDARD CONTRACT CCTV	53	Grant	~	~
61	06/12/2019	IE Technical Specification for Supply of IP CCTVv2	31	Grant	~	~
62	06/12/2019	Pricing Matrix CCTV v4	1	Grant	~	~
63		Evaluation notes	1	Part Grant	S36	Commercially Sensitive
64	~	Panel Evaluation Sign off	1	Part Grant	S36	Commercially Sensitive
65	~	Panel Evaluation Sign off	1	Part Grant	37(2)(e)	Safety concern

66	~	IPCCTV Elements	2	Grant	~	~
67	~	Tender Q&A format.	1	Grant	~	~
Refused Documents						
68	24/06/2019	Qualification Outcome email 1	3	Refuse	S36	Commercially Sensitive
69	21/11/2019	Outcome Letter	1	Refuse	S36	Commercially Sensitive
70	24/06/2019	Qualification Outcome email 2	3	Refuse	S36	Commercially Sensitive
71	24/06/2019	Qualification Outcome email 3	3	Refuse	S36	Commercially Sensitive
72	24/06/2019	Qualification Outcome email 4	3	Refuse	S36	Commercially Sensitive
73	24/06/2019	Qualification Outcome email 5	3	Refuse	S36	Commercially Sensitive
74	24/06/2019	Qualification Outcome email 6	3	Refuse	S36	Commercially Sensitive
75	24/06/2019	Qualification Outcome email 7	3	Refuse	S36	Commercially Sensitive
76	24/06/2019	Qualification Outcome email 8	3	Refuse	S36	Commercially Sensitive
77	24/06/2019	Qualification Outcome email 9	3	Refuse	S36	Commercially Sensitive
78	24/06/2019	Qualification Outcome email 10	3	Refuse	S36	Commercially Sensitive
79	11/06/2019	Vendor 1 Qualification Submission doc 1	46	Refuse	S36	Commercially Sensitive
80	11/06/2019	Vendor 1 Qualification Submission doc 2	46	Refuse	S36	Commercially Sensitive
81	11/06/2019	Vendor 2 Qualification Submission doc 1	45	Refuse	S36	Commercially Sensitive
82	11/06/2019	Vendor 3 Qualification Submission doc 1	29	Refuse	S36	Commercially Sensitive
83	11/06/2019	Vendor 3 Qualification Submission doc 2	29	Refuse	S36	Commercially Sensitive
84	11/06/2019	Vendor 3 Qualification Submission doc 3	29	Refuse	S36	Commercially Sensitive
85	11/06/2019	Vendor 4 Qualification Submission doc 1	138	Refuse	S36	Commercially Sensitive
86	11/06/2019	Vendor 4 Qualification Submission doc 2	138	Refuse	S36	Commercially Sensitive
87	10/06/2019	Vendor 5 Qualification Submission doc 1	33	Refuse	S36	Commercially Sensitive
88	10/06/2019	Vendor 5 Qualification Submission doc 2	2	Refuse	S36	Commercially Sensitive
89	10/06/2019	Vendor 5 Qualification Submission doc 3	33	Refuse	S36	Commercially Sensitive
90	10/06/2019	Vendor 5 Qualification Submission doc 4	174	Refuse	S36	Commercially Sensitive
91	10/06/2019	Vendor 5 Qualification Submission doc 5	1	Refuse	S36	Commercially Sensitive
92	09/06/2019	Vendor 6 Qualification Submission doc 1	4	Refuse	S36	Commercially Sensitive
93	09/06/2019	Vendor 6 Qualification Submission doc 2	2	Refuse	S36	Commercially Sensitive
94	09/06/2019	Vendor 6 Qualification Submission doc 3	74	Refuse	S36	Commercially Sensitive
95	09/06/2019	Vendor 6 Qualification Submission doc 4	1	Refuse	S36	Commercially Sensitive
96	09/06/2019	Vendor 6 Qualification Submission doc 5	2	Refuse	S36	Commercially Sensitive
97	09/06/2019	Vendor 6 Qualification Submission doc 6	44	Refuse	S36	Commercially Sensitive
98	09/06/2019	Vendor 6 Qualification Submission doc 7	44	Refuse	S36	Commercially Sensitive
99	09/06/2019	Vendor 6 Qualification Submission doc 8	44	Refuse	S36	Commercially Sensitive
100	09/06/2019	Vendor 7 Qualification Submission doc 1	1	Refuse	S36	Commercially Sensitive
101	09/06/2019	Vendor 7 Qualification Submission doc 2	44	Refuse	S36	Commercially Sensitive
102	09/06/2019	Vendor 7 Qualification Submission doc 3	2	Refuse	S36	Commercially Sensitive
103	09/06/2019	Vendor 7 Qualification Submission doc 4	1	Refuse	S36	Commercially Sensitive
104	09/06/2019	Vendor 7 Qualification Submission doc 5	1	Refuse	S36	Commercially Sensitive
105	09/06/2019	Vendor 7 Qualification Submission doc 6	1	Refuse	S36	Commercially Sensitive

106	09/06/2019	Vendor 7 Qualification Submission doc 7	1	Refuse	S36	Commercially Sensitive
107	09/06/2019	Vendor 7 Qualification Submission doc 8	23	Refuse	S36	Commercially Sensitive
108	09/06/2019	Vendor 7 Qualification Submission doc 9	11	Refuse	S36	Commercially Sensitive
109	09/06/2019	Vendor 7 Qualification Submission doc 10	13	Refuse	S36	Commercially Sensitive
110	09/06/2019	Vendor 7 Qualification Submission doc 11	13	Refuse	S36	Commercially Sensitive
111	09/06/2019	Vendor 7 Qualification Submission doc 12	4	Refuse	S36	Commercially Sensitive
112	09/06/2019	Vendor 8 Qualification Submission doc 1	53	Refuse	S36	Commercially Sensitive
113	09/06/2019	Vendor 8 Qualification Submission doc 2	53	Refuse	S36	Commercially Sensitive
114	10/06/2019	Vendor 9 Qualification Submission doc 1	44	Refuse	S36	Commercially Sensitive
115	10/06/2019	Vendor 9 Qualification Submission doc 2	1	Refuse	S36	Commercially Sensitive
116	10/06/2019	Vendor 9 Qualification Submission doc 3	41	Refuse	S36	Commercially Sensitive
117	10/06/2019	Vendor 9 Qualification Submission doc 4	1	Refuse	S36	Commercially Sensitive
118	10/06/2019	Vendor 9 Qualification Submission doc 5	1	Refuse	S36	Commercially Sensitive
119	10/06/2019	Vendor 9 Qualification Submission doc 6	1	Refuse	S36	Commercially Sensitive
120	10/06/2019	Vendor 9 Qualification Submission doc 7	44	Refuse	S36	Commercially Sensitive
121	10/06/2019	Vendor 9 Qualification Submission doc 8	44	Refuse	S36	Commercially Sensitive
122	11/06/2019	Vendor 9 Qualification Submission doc 9	46	Refuse	S36	Commercially Sensitive
123	10/06/2019	Vendor 9 Qualification Submission doc 10	41	Refuse	S36	Commercially Sensitive
124	10/06/2019	Vendor 9 Qualification Submission doc 11	91	Refuse	S36	Commercially Sensitive
125	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 1	1	Refuse	S36	Commercially Sensitive
126	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 2	2	Refuse	S36	Commercially Sensitive
127	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 3	1	Refuse	S36	Commercially Sensitive
128	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 4	2	Refuse	S36	Commercially Sensitive
129	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 5	1	Refuse	S36	Commercially Sensitive
130	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 6	31	Refuse	S36	Commercially Sensitive
131	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 7	31	Refuse	S36	Commercially Sensitive
132	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 8	25	Refuse	S36	Commercially Sensitive
133	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 9	46	Refuse	S36	Commercially Sensitive
134	20/11/2019	Vendor 9 Rebrand Qualification Submission doc 10	46	Refuse	S36	Commercially Sensitive
135	09/06/2019	Vendor 10 Qualification Submission doc 1	~	Refuse	S36	Commercially Sensitive
136	09/06/2019	Vendor 10 Qualification Submission doc 2	~	Refuse	S36	Commercially Sensitive
137	09/06/2019	Vendor 10 Qualification Submission doc 3	~	Refuse	S36	Commercially Sensitive
138	09/06/2019	Vendor 10 Qualification Submission doc 4	~	Refuse	S36	Commercially Sensitive
139	09/06/2019	Vendor 10 Qualification Submission doc 5	~	Refuse	S36	Commercially Sensitive
140	16/01/2020	Vendor 1 Tender Submission doc 1	1	Refuse	S36	Commercially Sensitive
141	16/01/2020	Vendor 1 Tender Submission doc 2	11	Refuse	S36	Commercially Sensitive
142	16/01/2020	Vendor 1 Tender Submission doc 3	2	Refuse	S36	Commercially Sensitive
143	20/01/2020	Vendor 1 Tender Submission doc 4	46	Refuse	S36	Commercially Sensitive
144	16/01/2020	Vendor 1 Tender Submission doc 5	4	Refuse	S36	Commercially Sensitive
145	16/01/2020	Vendor 1 Tender Submission doc 6	~	Refuse	S36	Commercially Sensitive
146	27/01/2020	Vendor 1 Tender Submission doc 7	~	Refuse	S36	Commercially Sensitive
147	27/01/2020	Vendor 1 Tender Submission doc 8	~	Refuse	S36	Commercially Sensitive

148	27/01/2020	Vendor 1 Tender Submission doc 9	106	Refuse	S36	Commercially Sensitive
149	27/01/2020	Vendor 1 Tender Submission doc 10	3	Refuse	S36	Commercially Sensitive
150	04/03/2020	Non Response - Supplier	2	Refuse	S36	Commercially Sensitive

Signed:  
Lynette O'Toole  
Freedom of Information / Data Protection Office



**DATED: August 2020**

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**STANDARD CONDITIONS OF TENDERING**

**For**

**THE PURCHASE OF GOODS**

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**Contract Reference Number: 7192 Lot 2**

**Supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras for  
use at Level Crossings**

CIE Solicitor's Office  
Bridgewater House  
Islandbridge  
Dublin 8  
Ireland  
180245/28/23/SK/PN/D9c/071118



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## CONDITIONS OF TENDERING FOR CONTRACT FOR THE PURCHASE OF GOODS

### 1 INTRODUCTION AND INVITATION TO TENDER

- 1.1 Pursuant to a contract notice issued by Iarnród Éireann-Irish Rail (“**IE**”), IE invites tenders for the supply of the goods required by IE (the “**Goods**”) which are described in, and which are provided in accordance with (a) the Specification (and Contract Drawings, if any) set out in Appendix 1 to these Conditions of Tendering (the “**Specification**”), (b) these Conditions of Tendering and (c) on the basis of the Contract for the Purchase of Goods (the “**Contract**”) set out in Appendix 3 to these Conditions of Tendering.
- 1.2 Capitalised words and expressions used in these Conditions of Tendering and ITT shall have the same meaning as is ascribed to them respectively in the Contract unless expressly stated otherwise.
- 1.3 It is proposed that, in the event of any contract award, IE will enter into a contract with the Contractor substantially in the form of the Contract set out in Appendix 3 to these Conditions of Tendering.
- 1.4 A “**Tender**” is a tender for the provision of the Supply of the Goods to IE pursuant to these Conditions of Tendering and a person who submits a Tender is referred to as a “**Tenderer**”.
- 1.5 **ABOVE EU THRESHOLDS:** Where the value of the Contract the subject of this tender process and ITT is at or above the applicable EU Thresholds in respect of a utility (exclusive of VAT) as set down from time to time under EU public procurement law, this tender competition is being run by IE in accordance with the negotiated procedure set out in the Utilities Directive 2004/25/EU of the European Parliament and Council dated 26 February 2014 (the “**Utilities Directive**”) and the European Union (Award of Contracts by Utility Undertakings) regulations 2016 (Statutory Instrument No. 286 of 2016)(the “**Utilities Regulations**”).
- BELOW EU THRESHOLDS:** Where the value of the Contract the subject of this tender process and ITT is below the EU Thresholds for a utility, this tender competition is being run in adherence with the principles of all applicable national guidelines for a competitive process as applicable to a utility in Ireland and in a transparent, fair and equitable manner.
- 1.6 Tenderers should note that IE may decide not to proceed with the competition at any stage and cancel the tender process.
- 1.7 Any contract awarded as a result of this procurement process shall be governed by the laws of Ireland.
- 1.8 Tenderers should note the provisions of Condition 11.4 of these Conditions of Tendering, and where a Tenderer is submitted by a group (more than one person or entity), the persons comprising the group (howsoever constituted), if that Tender is successful, will

be required to be jointly and severally liable to IE and CIE for the performance of the Contract.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 The Contract and any other documents supplied to Tenderers herewith, including these Conditions of Tendering and the documents referred to in Condition 1, shall be referred to collectively as the “**Invitation to Tender**” or “**ITT**” or the “**Tender Documents**”. These Conditions of Tendering and Invitation to Tender are confidential and personal to each Tenderer who shall promptly return them to IE upon request.
- 2.2 These Conditions of Tendering do not form part of the Contract and this ITT does not constitute an offer or commitment to enter into a Contract. No contractual rights relating to it shall exist unless and until a formal written Contract in the form of the Contract attached to this ITT has been executed by each of the parties thereto, in the event of any contract award. References to the Conditions of Tendering includes all information contained herein and accompanying documentation and any information amendments or clarifications made available to tenderers during the tender period by or on behalf of IE including any information made available in response to queries.
- 2.3 This ITT is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither IE nor any member of the CIE Group, nor its or their respective advisers, consultants, contractors, officers, managers, directors, employees, servants or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made arising out of or in respect of these Conditions of Tendering of ITT. For the avoidance of doubt, the Tenderer should not assume that such information or statements will remain unchanged. Tenderers should note that the information contained in this Invitation to Tender does not purport to be comprehensive or to have been independently verified. Nothing in these Conditions of Tendering or ITT shall be construed as legal, financial or tax advice.
- 2.4 IE reserves the right to amend this ITT and/or these Conditions of Tendering, their requirements and any information contained herein at any time by notice in writing to the tenderers, and this includes the issue of supplemental information to all Tenderers by IE. IE may also modify any documents including in these Conditions of Tendering in any respect by means of clarification, addition, deletion or otherwise prior to the Closing Date referred to in Condition 6.1 of these Conditions of Tendering. Supplemental information may amend any of the information in these Conditions of Tendering including by deletion or addition or by amending or extending time limits set out herein. Such supplemental information will only become part of the Contract if it is expressly stated to amend the Contract. IE reserves the right to accept or reject any Tender, or to annul the tendering process and reject all Tenders, without incurring any liability to the Tenderer(s).
- 2.5 This ITT shall not form part of the Tenderer’s offer nor part of the defined words “**Tender**” or “**Contract**”. This ITT prescribes the procedures to be followed until IE either enters into a contract with the Tenderer or advises him that IE does not intend to do so.

### 3 INFORMATION IN THE CONDITIONS OF TENDERING

- 3.1 Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements in respect of the Contract and submission of a Tender(s) in respect of the Contract.
- 3.2 Tenderers should be able to confirm acceptance of the terms of the Contract set out in Appendix 3 to these Conditions of Tendering and should note that no material changes will be accepted by IE to the terms of the Contract set out in Appendix 3.
- 3.3 Any costs associated with the participation of any candidate in the procurement process or preparation and submission of Tenders are the sole responsibility of the candidate/Tenderer and IE shall not have any responsibility or liability in connection therewith irrespective of the outcome of the competition, even if the competition is cancelled or postponed.
- 3.4 Nothing in these Conditions of Tendering is, nor shall be relied upon as, a promise or representation as to IE's ultimate decision in relation to the award of the Contract, or as a representation of fact or promise as to the future. IE reserves the right to take such steps as it considers appropriate, including but not limited to:
- Cancelling or terminating the competition including for the avoidance of doubt, any individual Lot or Lots;
  - changing the basis of, or the procedures relating to the tender process;
  - rejecting any, or all of the Tenders;
  - not inviting a Tenderer to proceed further;
  - not furnishing a Tenderer with additional information; and/or
  - abandoning the competition.
- 3.5 The **Closing Date** shall be the **time and date** referred to as the Closing Date for receipt of tenders referred to in Condition 6.1 of these Conditions of Tendering and the **covering letter** sent by IE to each Tenderer enclosing this Invitation to Tender.
- 3.6 A Tender, which does not comply with this ITT may be rejected.

### 4 RECEIPT OF TENDERS AND TENDER ACKNOWLEDGEMENT SLIP

- 4.1 STATEMENT OF INTENTION TO SUBMIT TENDER: Within **five (5) Working Days** of receipt of these Conditions of Tendering, Tenderers should confirm via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) whether they intend to submit a completed Tender.

### 5 COMPLETION OF TENDER

- 5.1 DOCUMENTS TO BE SUBMITTED BY THE TENDERER: Tenders shall be submitted on the enclosed tender form (the "**Tender Form**") together with the Pricing Document attached thereto duly completed together with the other documents referred to in Schedule 1

attached to these Conditions of Tendering and any additional information which the Tenderer believes necessary to clarify its bid and/or required by these Conditions of Tendering. A Tenderer shall be deemed to have satisfied himself before submitting his Tender, as to the correctness and sufficiency of his Tender and the Tender shall cover all obligations imposed by the Contract.

- 5.2 Any assumptions included in a Tender submitted by a Tenderer which have the effect of making a Tender conditional or which does not comply with these Conditions of Tendering will be deemed to be a non-compliant Tender.
- 5.3 Pricing Document: Tenderers must complete the Pricing Document in the format issued with this ITT without any other modification and all sections specified. Failure to complete all sections where required) on the Pricing Document and Tender Form in accordance with its requirements stated thereon may result in a Tender being rejected.
- 5.4 The Tenderer will use the ITT and any addenda thereto in making his Tender without making any amendments to the Invitation to Tender and/or any addenda, failing which its Tender shall be rejected.
- 5.5 **EXECUTION OF THE TENDER FORM**: The Tender Form (and the Pricing Document attached thereto), must be duly completed and signed in ink and scanned for return by the Tenderer (on the format attached, i.e. in the Excel spreadsheet attached). Tenders shall be submitted in the English language.
- 5.6 The Tender Form must be signed or sealed in whatever manner is usual and legally permissible on behalf of the Tenderer for the Tenderer to legally bind itself, which signing/sealing entity must be the same as the pre-qualifying entity (where this is applicable). The name of each person signing should be typed or written in block capitals below its signature. The official capacity or authority of the persons signing should be shown.
- 5.7 The Tenderer shall be deemed to have satisfied himself, before submitting his/ its Tender as to the correctness and sufficiency of his/ its Tender and the Tender shall cover all obligations imposed by the Contract.
- 5.8 Tenders should be complete and all details should be submitted. Incomplete Tenders may be rejected.
- 5.9 **LEGAL OPINIONS**: IE may require the Tenderers to procure a formal legal opinion or legal opinions at the Tenderer's cost, concerning due execution and enforceability certifying that:
  - (a) the Tenderer has all requisite corporate power to execute, deliver and perform its obligations under the Conditions of Tendering and Contract and any parent company guarantee(s) and any bonds required to be procured by the Tenderer;
  - (b) such execution, delivery and performance of the Conditions of Tendering and Contract and any bonds required to be procured by the Tenderer have been duly authorised by appropriate corporate action; and

- (c) the Conditions of Tendering, Contract and any bonds required to be procured by the Tenderer under the Contract constitute legally binding obligations on the Tenderer.
- 5.10 PARENT COMPANY GUARANTEE: In addition to any other provision of these Conditions of Tendering or this ITT, IE reserves the right to seek a parent company guarantee of the obligations of the Supplier under the Contract, in the event of any contract award, and as a condition of any contract award, in a form and content acceptable to IE in its absolute discretion.
- 5.11 IE STANDARDS AND IE'S CODE OF CONDUCT: Tenderers are reminded that on any contract award of the Contract, the successful Tenderer will be required to comply with (a) the IE Standards (if any) set out in the Contract and (b) with IE's Code of Conduct for Suppliers and Business Partners of IE (the "**Code of Conduct**"). This Code of Conduct and any applicable IE Standards are attached to the Contract and copies are set out in Appendix 2 to these Conditions of Tendering.
- 5.12 QUANTITIES OF GOODS: The quantities of Goods required by IE are approximate only. There is no minimum quantity of Goods that must be ordered by IE and IE makes no warranty, guarantee or representation in relation thereto. IE does not guarantee or make any warranty or representation that if the Contract is awarded, the quantities set out in the Specification will actually be ordered by IE. Tenderers also note that indicative quantities may be used purely for evaluation purposes.
- 5.13 SUB-CONTRACTORS AND SUPPLIERS:
- (a) Tenderers are not permitted to sub-contract or assign the whole or any part of the Contractor's obligations under the Contract without the prior written consent of IE in its absolute discretion. The Tenderer should note that the "Contractor" under the Contract shall be liable to IE and CIE for all the acts, omissions, negligence, gross negligence, errors and defaults of its subcontractors, personnel, servants or agents Any subcontractors or suppliers retained by the successful Tenderer in connection with the performance of the Contract and the performance of their works and services shall at all times be the responsibility of the Tenderer.
  - (b) Tenderers shall be required to indicate in their Tenders any share of the Contract it may intend or propose to subcontract to third parties (subject to the provisions of the Contract concerning subcontracting) and to indicate the proposed subcontractors, which shall be without prejudice to the Contractor's liability under the Contract.
  - (c) Tenderers should include with their Tenders the names and addresses of any specialist firms and subcontractors they propose to employ, stating the goods, services or works to be supplied by each and the proportion of the goods, services or works to be provided as a percentage of the goods, services or works required under the Contract. The Tenderer must indicate in its Tender the name and contact details and nominated personnel of all subcontractors nominated by the Tenderer.
  - (d) Tenderers should note that all proposed subcontractors will be required to have such licences, permits, insurances, certifications, registrations and authorisations in force as may be required under applicable law and under the terms of the Contract.

- (e) In the case of a consortium or group bid, Tenderers will be requested to identify the key contractual relationships and proposed role of each member of the consortium/group in the provisions of the Goods under the Contract, together with a general explanatory note and diagram.
  - (f) Where the Tenderer proposes to subcontract any part of the goods, services, works required under the Contract, the Tenderer shall also be required to submit, along with the information required by this Condition 5.13, self-declarations in the form of the Declaration set out in Schedule 4 to these Conditions of Tendering together with supporting documentation, executed by each proposed subcontractor, and any subcontractors presented during the course of the Contract (in the event of any award of the Contract) shall also be required to provide a self-declaration in the form of the Declaration together with supporting documentation, and IE reserves the right to seek such Declarations, during the course of the Contract, from subcontractors further down the subcontracting chain (as referred to in Regulation 96 of the Utilities Regulations).
  - (g) IE reserves the right at any time during the competitive process for the award of this Contract, for the purpose of verification of the status of the Tenderer and of any proposed subcontractors, in addition to requiring a Declaration, to seek evidence to the effect that any measures taken by the entity or Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground. An “**Exclusion Ground**” shall be any of the grounds referred to as “exclusion grounds” referred to in Regulation 89(1) of the Utilities Regulations which cross-references Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument No. 284 of 2016) (the “**Public Sector Regulations 2016**”).
- 5.14 INSURANCE DETAILS: Tenderers must submit with their Tender written confirmation that they will meet the insurance requirements under the Contract. Tenderers must submit for approval with their Tender, details of the terms of insurance they propose to effect, or which they already hold and intend to use, to meet any insurance requirements stated in the Contract and any potential liabilities arising in the course of, or arising out of, the supply of the Goods to IE. Where the insurance terms submitted for approval provide for an excess sum, Tenderers must include with their Tender a statement undertaking responsibility for dealing with third party claims within the excess amount. Excess sums of more than €10,000 require written approval from IE.
- 5.15 INSURANCE QUESTIONNAIRE: Tenderers shall complete the Insurance Questionnaire set out in Schedule 2 to these Conditions of Tendering and return this as part of the documents to be submitted under Schedule 1 hereof with their Tender.
- 5.16 Where the level of indemnity under any insurance policy which Tenderers hold or intend to use to meet any requirements stated in the Contract is an aggregate amount (provided such insurance is permitted under the Contract), Tenderers shall notify IE of any claims made under such policy as they arise. IE reserves the right to request that such policies provide a separate aggregate limit in respect of any claims arising out of or relating to the Contract.



- 5.17 The details provided by Tenderers in the Insurance Questionnaire set out in Schedule 2 and any existing arrangements which Tenderers have in place or propose to make in relation to insurance are subject to further comment by IE and its insurance advisers and IE and its insurance advisers may query or seek clarifications on any matters pertaining thereto as they see fit. Tenderers should note that on any award of the Contract, they will be required to obtain and hold the types and levels of insurance as are specified in the Contract.
- 5.18 IE reserves the right at its sole discretion to reject any Tender where the terms of insurance which are proposed to be provided are not to IE's satisfaction.
- 5.19 EMPLOYEE DECLARATION: All Tenderers will be required to complete the Employee Declaration at Schedule 5 to these Conditions of Tendering and return this as part of the documents to be submitted under the requirements of Schedule 1 hereof with their Tender.
- 5.20 CONFLICTS OF INTEREST: Tenderers are required to disclose with their Tenders details of any relevant relationships that they (or where the Tender is submitted by a group, any member of that group), their employees, advisors, servants, agents, consultants, shareholders have with any member, employee, advisor, servant, agent or consultant of IE or CIE which would or could potentially result in a conflict of interest in bidding for or performing the Contract and supplying the Goods to the IE. In the event of any conflict or potential conflict of interest, IE may, at its absolute discretion decide on the appropriate course of action which may involve the exclusion of the relevant Tenderer from the tender process. In circumstances where information in relation to a conflict or potential conflict only comes to the Tenderer's notice after the submission of a bid, that information should be communicated to IE immediately upon such information becoming known to the Tenderer.
- 5.21 DECLARATION OF CONFLICTS: Accordingly, Tenderers, and where the Tender is submitted by a group, each member of that group, must complete the Declaration of Conflicts as set out in Schedule 3 hereto.
- 5.22 DECLARATION OF ELIGIBILITY **OR** LETTER OF CONFIRMATION RE DECLARATION OF ELIGIBILITY:
- (a) Tenderers shall complete the Declaration of Eligibility in relation to the Exclusion Grounds (referred to at 5.13(g) above) that is set out in Schedule 4 hereto where it was not requested prior to the ITT stage, **OR**, where a Declaration of Eligibility was already furnished to IE at pre-qualification stage, Tenderers shall be required to confirm matters relating to the Declaration of Eligibility in the form of a Letter of Confirmation re Declaration of Eligibility in the form set out in Schedule 4. IE reserves the right to seek verification of all matters contained in the Declaration and supporting documentation.
- (b) Tenderers should note that the provision of inaccurate or misleading information in the Declaration of Eligibility and/or Letter of Confirmation re Declaration of Eligibility may lead to a Tenderer being excluded from participation in this tender process. Tenderers should also note that if one or more of the Exclusion Grounds referred to in Regulation 57 of the Public Sector

Regulations, (which are referred to in the Declaration) applies to it, the Tenderer must provide evidence to IE that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of any Exclusion Ground, and this will be taken into account by IE in considering whether or not to exclude the Tenderer from further participation in the procurement process pursuant to Regulation 57 of the Public Sector Regulations, as applied under Regulation 89 of the Utility Regulations.

- (c) Nothing in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (the "ESPD") referred to in Article 59(1) of the Public Sector Directive 2014/24/EU.

- 5.23 CONFIRMATION REGARDING INFORMATION PROVIDED AT PRE-QUALIFICATION: Tenderers must complete and sign the Confirmation set out in Schedule 6 to these Conditions of Tendering confirming that all information submitted as part of its pre-qualification (where a pre-qualification process has taken place) has not changed in any material respect, or provide details otherwise.
- 5.24 VALIDITY OF TENDERS: Unless previously withdrawn, unaccepted Tenders shall remain valid for **six (6) months** from the Closing Date (as described in Condition 6.1 for receipt of Tenders. No Tender may be withdrawn after its acceptance.
- 5.25 PRICE BASIS: The Tender shall be a fixed price tender with respect to the supply of the Goods and not a formula bid nor subject to price adjustment or any price variation formula and prices shall be fixed for the duration of the Term of the Contract. The price quoted for the Goods shall include all items specified in the Tender Form and for all items not specifically mentioned in the Tender Form but described in the ITT and necessary to complete the Contract. Tenderers must set out their prices and delivery times for the supply of the Goods on the Tender Form and/or Pricing Document where indicated.

Amounts must be included wherever required in the Form of Tender and any appendices to the Form of Tender including the Pricing Forms, and blank spaces, negative rates, the terms "nil" or dashes or the like **must not** be used.

The Pricing Document must be completed in accordance with its requirements set out. All overhead costs must be taken into account when the Tender is being prepared. The information supplied in the Tender Form and Pricing Document (as completed) will be used to score the Tenders. Failure to fully complete the Tender Form and/or Pricing Document may result in a Tender not being considered in the evaluation process. Tenderers must not include additional items in the Tender Form or any part thereof, or make any alterations to the document unless approved by IE.

- 5.26 RATES AND PRICES: The rates and prices used in the compilation of the Tender Form and Pricing Document shall include all customs duties, clearance charges, levies, freight, cartage, packaging and labelling, and unpacking charges and all other levies and charges in operation at the date of Tender but shall be exclusive of Value Added Tax ("VAT").
- 5.27 CURRENCY IN SUBMITTING A TENDER: All prices quoted in submitting a Tender shall be in **euro (€)** unless a different currency is expressly authorised by IE in respect of all or part of the pricing to be set out in the Pricing Document and/or Tender Form in which case the Exchange Rate for the selected currency shall be as set out by IE in the Tender Form and/or

Pricing Document, which Exchange Rate is fixed for the Tender process and for the duration of the Contract (if awarded) unless otherwise agreed.

- 5.28 **CURRENCY OF PAYMENT UNDER CONTRACT:** Any payments made by IE shall be subject to such withholding or deduction as may be required by law. For the avoidance of doubt, all payments payable to the Supplier under the Contract (if awarded) shall be payable in **euro (€)** unless a different currency is expressly authorised by IE and set out in the Contract, and where a different currency is selected by IE for payment of all or part of the Charges under the Contract, the Exchange Rate as set out in the Contract or its Schedules shall be set by IE and shall be fixed for the duration of the Term of the Contract.
- 5.29 **ABNORMALLY LOW TENDERS:** A Tenderer shall be obliged to provide such explanations and information required by IE, in relation to price or costs proposed in the Tender where a Tender appears to IE to be abnormally low in relation to the goods/services required to be supplied to IE under the Contract, in accordance with the provisions of Regulation 93 of the Utilities Regulations. IE will assess such information as is provided and IE may reject the Tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, taking into account the elements referred to in Regulation 93(2) of the Utilities Regulations. In addition to the above, IE shall be obliged to, and shall reject any Tender where IE have established that the Tender is abnormally low because it does not comply with the environmental, social and labour obligations referred to in Regulation 35(4) of the Utilities Regulations.
- 5.30 **LOTS:**
- (a) The Contract may be divided into lots at IE's sole discretion. Where this competitive process involves the award of a contract in the form of separate lots, the contract notice and/or this ITT will specify in accordance with Regulation 72 of the Utilities Regulations, whether Tenders may be submitted for one, for several or for all of the lots.
  - (b) Further information and requirements concerning lots, where the Contract is divided into lots, and the description of the lots, is set out in Appendix 4 to this ITT and Tenderers are referred to this Appendix which should be read in conjunction with this ITT.
  - (c) Unless otherwise specified in writing by IE, a separate Tender must be prepared and presented under separate cover (in separate sealed envelopes) in respect of each lot that is being applied for.
  - (d) Each lot will result in a separate contract (if awarded).
  - (e) IE reserves the right to award a Contract for any given lot to any one or more Tenderers, should circumstances require. IE also reserves the right to award none or all of the lots.
  - (f) The award criteria and weightings and scoring methodology in respect of the award of any lots (and for each lot) shall be those set out in Appendix 4 to this ITT.
- 5.31 **MODIFICATION OF A STANDARD DESIGN:** Where a standard design requires to be modified to meet the requirements of the Specifications, the Tenderer must highlight this

fact in its Tender and must also highlight the impact (if any) on price and/or delivery lead times for the Goods.

- 5.32 **ERRORS AND OMISSIONS:** Tenderers shall take no advantage of any apparent errors or omissions in the Invitation to Tender. In the event that the Tenderer discovers any such error or omission, the Tenderer shall immediately notify IE.
- 5.33 **COMMERCIALLY SENSITIVE INFORMATION AND THE FREEDOM OF INFORMATION ACT 2014:**

CIE is listed as an exempt agency under Part 2 of Schedule 1 of the Freedom of Information Act 2014 ("**FOI Act 2014**") and IE is listed as a partially exempt body under Part 1 of Schedule 1 of the FOI Act 2014. Tenderers shall be required to cooperate with IE, (at the Tenderer's expense) as a condition of these Conditions of Tendering, in dealing with any relevant requests for information received by IE ("**FOI requests**") in respect of this competitive process and/or award of contracts hereunder, received by IE under the provisions of the FOI Act 2014, and shall use all reasonable endeavours to comply with any FOI request from IE. IE will consult with Tenderers where appropriate in relation to any relevant FOI request received relating to this tender process and/or award of contract and about any information that is claimed by any Tenderer to be commercially sensitive, before making a decision on such FOI requests.

If Tenderers consider that any of the information they give in this procurement procedure should not be disclosed because it is commercially sensitive, or is confidential information that relates to matters affecting the Tenderer's business (such as technical or trade secrets or the confidential aspects of Tenders) or otherwise, they must when providing the information, clearly identify in writing the specific information they consider should not be disclosed and clearly specify the reasons. IE while taking these reasons into account may decide that such information should not be deemed to be categorised as such and in that instance may decide to disclose this information. It is not sufficient for a Tenderer to include a statement that all of its information is commercially sensitive or confidential. Notwithstanding the above, nothing in this Invitation to Tender shall prevent IE from disclosing any information and materials that is required to be disclosed under applicable Law, including the FOI Act 2014.

- 5.34 **CONFIDENTIALITY OF ITT AND TENDER DOCUMENTS:** This ITT (including all documents and drawings (if any) attached hereto, data and information supplied by IE to Tenderers, and these Conditions of Tendering are confidential and shall be treated as such by Tenderers and each Tenderer shall promptly return to IE on request, these Conditions of Tendering and all documents, data and information supplied (whether or not a Tenderer decides to submit a Tender). In the event that a candidate who is shortlisted and receives this ITT decides not to tender or to withdraw from the competition, or in the event that IE cancels this competition, or on the completion of this competitive process, this ITT and all documentation issued with it must be returned to IE. Tenderers should not disclose the fact that they have been invited to tender and Tenderers may not reproduce, publish, communicate, use or release details of the Invitation to Tender or any documentation referred to or attached hereto or any information or data supplied by IE or any person acting on behalf of IE, to third parties other than on a confidential basis to those with whom they need to consult for the purpose of preparing their Tender.

No announcement or publicity regarding this competition or Contract or ITT is permitted unless IE has given its prior written consent, in its absolute discretion, to the relevant announcement, or unless such announcement is required under applicable law.

#### 5.35 DATA PROTECTION:

- (1) For the purposes of this Condition 5.35:
  - (a) “Data Protection Legislation” means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection; and
  - (b) “Controller”, “Data Subject”, “Personal Data” and “Processing” have the meaning assigned to each of those terms in Data Protection Legislation.
- (2) IE shall be the Controller of any Personal Data required to be provided by a Tenderer in response to this ITT.
- (3) The Tenderer, as Controller in respect of any Personal Data provided by the Tenderer in the Tenderer’s Tender, must confirm in the Tender Form that all Data Subjects whose Personal Data is provided by the Tenderer have consented to the Processing of such Personal Data by the Tenderer, IE, IE’s evaluation team and the supplier of the [etenders.gov.ie](http://etenders.gov.ie) website for the purposes of the Tenderer’s participation in this procurement process or that the Tenderer otherwise has a legal basis for providing such Personal Data to the said persons for the purposes of the Tenderer’s participation in this procurement process and that the Tenderer shall provide evidence of such consent and/or legal basis to IE upon request.

## 6 RETURN OF TENDERS

- 6.1 The completed Tender should be submitted via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) on or before the time and date set out in Schedule 8 (the “**Closing Date**”) (time is taken as standard time according to the Standard Time Act 1968, as amended by the Standard Time (Amendment) Act, 1971 and any subsequent amendment or re-enactment).
- 6.2 Please note that tenders cannot be submitted via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) after the Closing Date. Accordingly, Tenderers must ensure that they allow themselves sufficient time to upload and submit all required tender documentation before the Closing Date. Tenders that are received after the Closing Date shall not be accepted by IE.
- 6.3 COSTS OF PREPARATION OF TENDER AND ANY SITE VISITS: IE will not be responsible for and will not pay for any expense incurred or loss suffered by a Tenderer (which includes any costs or expenses of a Tenderer associated with a site visit or visits) in the preparation

or submission of his Tender unless previously agreed in writing by IE. All costs or expenses incurred in the preparation of a Tender (including without limitation relating to tender clarifications, presentation meetings, furnishing verifications or information, site visits, trails, supply of samples, and demonstrations) shall be borne by the Tenderer and IE shall have no liability in relation thereto.

Further, IE shall not be responsible for travel or accommodation costs, or site visit costs incurred by the Tenderer unless previously agreed in writing by IE. All site visits must be approved in advance by IE in writing and any site visit shall be deemed to have been based on the Tenderer, its personnel and agents indemnifying each of IE and CIE and each of their respective directors, managers, employees and servants and agents from and against all liability and the Tenderer being responsible for personal injury, whether fatal or otherwise, loss of or damage to property, and any other loss, damage, costs, liability and expenses howsoever caused as a result, directly or indirectly of any act or omission of the Tenderer, its personnel and/or agents during any site visits and/or while on any property, premises of land of CIE or of IE. Neither IE nor CIE shall be bound by any oral representations that may be made by IE and/or CIE during any site visits.

## **7 INFORMATION AND QUERIES**

- 7.1 The Tenderer must satisfy itself as to the nature and requirements of the Contract.
- 7.2 All queries regarding the Contract or any other element of the Invitation to Tender should be submitted via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie), to arrive within the period specified by IE in Schedule 8. It is the Tenderer's responsibility to ensure that all queries are received by IE. When appropriate, queries may be amalgamated.
- 7.3 Copies of all queries submitted pursuant to Condition 7.2 above and IE's answers will be circulated to all Tenderers, via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie), within the period specified by IE in Schedule 8.
- 7.4 TENDER ADDENDA OR SUPPLEMENTAL INFORMATION: IE may issue tender addenda and supplemental information to all Tenderers. Each tender addendum shall be sent to all prospective Tenderers who received the ITT, and shall be binding on them. The Tenderer shall promptly acknowledge receipt of each tender addendum in writing by email to the addressee referred to above. Tender addenda may amend any of the information contained in this ITT including by deleting or adding to it or by amending or extending time limits. Tender addenda will only become part of the Contract if they are stated to amend the Contract. At any time, IE may similarly issue a tender addendum that amends the Closing Date. In this event, all rights and obligations of IE and the Tenderers previously related to the original dates shall thereafter be subject to the amended date.

## **8 ALTERNATIVE TENDERS**

- 8.1 COMPLIANT TENDERS: Except as expressly permitted in these Conditions of Tendering, Tenderers must submit a compliant Tender which is not qualified in any way. Tenderers should describe in their Tenders any requirements with which they are unable to comply. IE reserves the right to reject a non-compliant Tender.
- 8.2 ALTERNATIVES (VARIANTS):

(A) NO VARIANTS: Tenderers should not submit alternative proposals for the supply of the Goods. Any alternative proposals submitted will not be considered or evaluated.

## 9 MODIFICATIONS TO/WITHDRAWAL OF TENDERS

- 9.1 The Tenderer may modify its Tender after submitting it, if the modification is received via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) before the prescribed time for submission of Tenders.
- 9.2 The Tenderer may withdraw its Tender after submitting it, if the notice of withdrawal is signed by a person or persons duly authorised to bind the Tenderer and proof of authorisation is annexed and the notice of withdrawal and proof of authorisation is received via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) before the prescribed time for submission of Tenders.

## 10 EVALUATION AND OPENING OF TENDERS

- 10.1 EVALUATION: IE reserves the right to conduct the evaluation of Tenders in successive stages, including the right to reduce the number of bidders by way of a shortlist and/or seek best and final offers (“BAFOs”) from one or more of the Tenderers or to award the Contract without any further reference to, or communication with, any further reference or communication with any of the Tenderers.. IE reserves the right to enter into further negotiations with one or more preferred bidders. In the event that negotiations with the preferred bidder(s) do not result in the award of the Contract to any of the preferred bidder(s), IE reserves the right to negotiate with any one or more of the remaining Tenderers and finalise any outstanding issues in terms of contract schedules and to award the Contract without any further reference to or communication with any of the Tenderers. IE reserves the right not to award the Contract and to terminate or cancel, in its absolute discretion, the award procedure at any time. Where the Contract is divided into lots, the provision of this ITT relating to lots, including Appendix 4 to this ITT, shall also be taken into consideration.
- 10.2 CONFIDENTIALITY OF EVALUATION: After the official opening of Tenders, no information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of a contract shall be disclosed to Tenderers or other persons not officially concerned with such process.
- 10.3 IMPROPER INFLUENCE, CANVASSING AND INTERFERENCE AND COLLUSIVE TENDERING: If a Tenderer is found to have attempted to use, or used improper influence, then that will result in a Tender being automatically disqualified. Any attempt by a Tenderer to influence the process of tender evaluation and contract award through canvassing or other means shall result in that Tender being rejected. Examples of such improper influence would be collusion, price fixing, bid rotation or market division. If any Tenderer is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining or evaluation of its Tender, or for showing or forbearing to show any favour or

disfavour to any person in relation to its Tender, or has made arrangements with, or attempted to make arrangements with, other Tenderers in relation to its Tender or this tender process, the Tender submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

- 10.4 **CORRECTION OF ERRORS:** Detailed pricing of all Tenders will be examined for errors which might alter the Tender pricings determined from the figures on the Tender Form and Pricing Document completed by the Tenderer.

Errors in computation shall be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and words the amount in words shall apply;
- (b) where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of IE, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern; and
- (c) the amount stated in the Tender Form/Pricing Document completed by the Tenderer will be adjusted by IE in accordance with the above procedure and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer.

Without prejudice to this Condition 10.4, a Tenderer not accepting the correction of their Tender as outlined above shall have their Tender rejected.

- 10.5 **CLARIFICATION OF TENDERS:** To assist in the examination and comparison of Tenders, IE may ask Tenderers for clarification of any matter in their Tenders, including breakdowns of prices, fixed price fees or any tendered rates and reserves the right to do so and to seek written clarifications and/or verifications.
- 10.6 Tenderers may be asked to attend a post-tender clarification meeting in Dublin, Ireland. In such event the Tenderer shall bear all its costs and expenses in attending any such meeting(s).
- 10.7 **PRICING DOCUMENT:** Where a Tenderer fails to complete the Pricing Document in the Tender Form (as attached thereto) IE reserves the right to reject that Tender.

## **11 AWARD OF CONTRACT**

- 11.1 **AWARD CRITERIA:** IE reserves the right, at its sole discretion, to accept or reject any Tender and to waive any irregularity or informality in any Tender. IE shall be under no obligation to accept the lowest priced Tender or any Tender. IE reserves the right not to proceed with the tender process or any part of it or not to proceed with the award of the Contract, and may terminate or cancel the process or any part of it at any time, with or without engaging in a separate process or entering into separate arrangements in respect of any of the supply of the Goods required. In the event of termination of the process or any part thereof, IE will not be liable to any Tenderer or any other person. IE shall not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone.



- 11.2 It is envisaged that successful or preferred bidder will be selected from the compliant Tenders which comply with these Conditions of Tendering on the basis of the most economically advantageous tender submitted by a Tenderer, by reference to the award criteria and weightings and scoring methodology set out in Schedule 7 of these Conditions of Tendering or, in respect of the award of one or more lots, the award criteria and weightings and scoring methodology set out in Appendix 4 to these Conditions of Tendering relating to lots. A Tender which has been excluded by virtue of the application of Regulation 57 of the Public Sector Regulations (relating to one or more of the Exclusion Grounds) shall be deemed a non-compliant Tender. Any notification of preferred bidder status by IE to any Tenderer or Tenderer(s) shall not give rise to any enforceable rights by such Tenderer(s) against IE or any other entity.
- 11.3 Tenderers should note that notwithstanding the above, IE reserves the right not to award a contract and to terminate or cancel in its absolute discretion, the award procedure at any time. The award of the Contract does not confer exclusivity on the successful Tenderer.
- 11.4 **GROUPS AND JOINT AND SEVERAL LIABILITY:** Tenderers should note the following:
- (a) if a Tender is submitted by a group (more than one) of contractors, then those contractors, if their Tender is accepted, shall contract so as to provide that each in the group will be jointly and severally liable to IE and CIE for the execution and performance of the Contract.
  - (b) where a group proposes to contract as a single entity through the incorporation of a special purpose vehicle (SPV) or otherwise, the entity's obligations shall be guaranteed by each group member.
  - (c) it will be necessary for any group of persons wishing to submit a joint bid to state a single addressee who will be responsible for the receipt and processing of any notices or other communications and for resolving any problems relating to the Tender and the Contract, if awarded.
  - (d) in addition, in the event that the Tenderer constitutes (under applicable laws) a joint venture, consortium or other unincorporated grouping or two or more persons, the Tenderer shall not alter the composition of such grouping without the prior consent of IE.
- 11.5 It is envisaged, that subject to agreement of contract terms, the successful Tenderer(s) will ultimately be required to enter into a formal agreement(s) which shall be on substantially the same terms as the Contract attached hereto. No contract or contracts shall be deemed to be in existence between IE and the successful Tenderer or Tenderers until execution of the Contract between the parties thereto.

## **12 CHANGE OF CONTROL / CHANGE OF CIRCUMSTANCE**

- 12.1 If, as a result of a change in circumstances, a change of control of the Tenderer, or otherwise, any information given by a Tenderer to IE in a Tender or otherwise, including in a pre-qualification questionnaire, or at contract award stage (if any) was (when submitted) or has become (by reference to the facts as they then stand or otherwise)

untrue, incomplete or misleading, the Tenderer must notify IE as soon as it becomes aware of this.

- 12.2 If it comes to the attention of IE (through such notification or otherwise) that:
- (a) there has been a change in circumstances concerning a Tenderer including a change of control of the Tenderer (actual, pending or threatened), including any change in the membership of a Tenderer;
  - (b) there has been a change of control of a Tenderer or of any members of a Tenderer; and/or
  - (c) any change in the roles of the Tenderer's members, that could affect IE's assessment of its Tender or the decision to invite the Tenderer to submit a Tender; and/or
  - (d) information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they stand) untrue, incomplete or misleading,

IE may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information available to IE. Any changes not notified to IE may lead to the Tender submitted by that Tenderer being disqualified unless approved by IE in writing.

- 12.3 All changes must be fully disclosed to IE by way of written notice, as soon as such change or potential change becomes apparent to the Tenderer. IE reserves the right in its absolute discretion to withhold approval for any such changes and to disqualify the Tenderer concerned from any further participation in the procurement process.

### **13 ACCEPTANCE OF TENDERS AND CONTRACT AWARD**

- 13.1 If a contract or contracts is/are awarded arising out of this tender process, written notification of acceptance of Tender will be given by IE to the successful Tenderer(s). No Tender shall be deemed to have been accepted unless such notification has been given.
- 13.2 IE reserves the right to make acceptance of a Tender conditional upon the Tenderer giving such security for the due performance of the Contract as IE has identified in this ITT and Contract, including without limitation, joint and several liability, legal opinions, a parent company guarantee(s) and/or bonds.
- 13.3 No contract(s) shall be deemed to be in existence between IE and the successful Tenderer until execution of the Contract(s) by the parties thereto.
- 13.4 STANDSTILL PERIOD:

AWARD OF CONTRACT ABOVE EU THRESHOLDS: IE will notify the successful Tenderer and all other Tenderers who have submitted an admissible Tender of its award decision. For the avoidance of doubt, and in circumstances where Directive 2007/66/EC (which amends Directive 92/13/EEC) applies, and pursuant to the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No 131/2010) as amended by the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) (Amendment) Regulations 2015 (S.I. No 193/2015), IE

will not enter into a contract with the successful Tenderer, in any case where the contract value is ABOVE EU THRESHOLDS as currently applied from time to time under the Utilities Directive (2014/25/EU), until at least **fourteen (14) calendar days** after the day on which the Tenderers have been sent a notice informing them of the results of this competition, if such notice is sent by electronic means, and until at least **sixteen (16) calendar days** if such notice is sent by any other means.

AWARD OF CONTRACT BELOW EU THRESHOLDS: In the case of the award of a Contract which has a contract value BELOW EU THRESHOLDS as currently applied from time to time under the EU Directives, IE will not enter into a Contract until a period after all Tenderers who have submitted an admissible Tender have been duly notified of the results of the competition and IE's award decision.

## 14 SECURITY AND COMPLIANCE

- 14.1 TAX CLEARANCE CERTIFICATE: It will be a condition of the Contract and of any payment under the Contract, that the successful Tenderer and any subcontractors (domestic or otherwise) will be required to produce for inspection by IE a current Tax Clearance Certificate issued by the Revenue Commissioners of Ireland. Non-domestic Tenderers are referred to the Irish Revenue website [www.revenue.ie](http://www.revenue.ie) for information on Tax Clearance Certificates.
- 14.2 The Tenderer and all subcontractors shall continue to hold current issues of all such certificates until final payment becomes due under the Contract and no payment falling due under the Contract will be made by IE unless it has in its possession at the time of such payment a current issue of the relevant certificates.
- 14.3 VAT REGISTRATION DETAILS: Tenderers should note that IE will require VAT registration details of the Tenderer (where applicable).
- 14.4 ENVIRONMENTAL, SOCIAL AND LABOUR LAW: It will be a condition of the award of the Contract and an obligation under the Contract in the performance by the Contractor of its obligations under the Contract, that the successful Tenderer and its subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law referred to in Regulation 35(4) of the Utilities Regulations, established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Schedule 11 of the Utilities Regulations.

EMPLOYMENT LEGISLATION: In addition, and without prejudice to paragraph 1 of this Condition 14.4, it will be a condition of the award of the Contract and an obligation under the Contract in the performance by the Contractor of its obligations under the Contract, that the successful Tenderer and its subcontractors (if any), shall observe and comply with all applicable employment legislation during the course of the Contract including, without limitation, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of supplying the Goods, including without limitation the following legislation where applicable in the provision of the Goods: the National Minimum Wage Acts of Ireland, the Organisation of Working Time Acts, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, the Protection of Employees (Temporary Agency Work) Act 2012, and also compliance with any applicable legally binding sectoral agreements, registered employment agreements

and/or employment regulation orders (where applicable) and compliance with all applicable health and safety legislation and regulations made thereunder.

## **15 STANDARDS, LICENCES AND PERMITS**

- 15.1 Tenderers should note that a Tenderer, if successful, must be able, as a condition of the Contract, and also as a condition of this ITT, to comply with IE's Code of Conduct for Suppliers and Business Partners of IE, a copy of which is attached hereto and which will be scheduled to the Contract and this will be a term of the Contract.
- 15.2 In the event of any contract award, the successful Tenderer and subcontractors will be required to have in force and be fully compliant with all other licences, permits, and authorisations required under applicable Law and the requirements of any regulatory authority having competence.

## **16 DOCUMENTS**

- 16.1 The documents required to be submitted by the Tenderer, in order to submit a valid Tender, are set out in Schedule 1 to these Conditions of Tendering.

## **17 COMPLIANCE WITH CONDITIONS OF TENDERING**

- 17.1 Tenderers are required to comply with these Conditions of Tendering when preparing their Tenders. If a Tender fails to comply in any material respect with the requirements set out in these Conditions of Tendering or is ambiguous, IE shall be entitled at its absolute discretion (but shall not be obliged to) to take such steps as it considers appropriate, including but not limited to the following:
- (a) to reject the relevant Tender as non-compliant;
  - (b) without prejudice to IE's right to reject the Tender:
    - (i) to meet with, raise issues and/or seek clarification from the tenderer in respect of the relevant Tender;
    - (ii) to request the Tenderer to provide IE with information or items which have not been provided or have been provided in an incorrect form;
    - (iii) to waive a requirement which, in the opinion of IE is not material and/or is procedural; and/or
    - (iv) to amend the relevant requirement of these Conditions of Tendering and invite all Tenderers to adjust their Tenders on the basis of such revised requirement.

PROVIDED HOWEVER that no amendment shall be permitted if, in the opinion of IE, the amendment if accepted, would constitute a material amendment. IE may seek clarification or ask Tenderers to supplement any aspect of a Tender.



**TENDER FORM (AND PRICING DOCUMENT ATTACHED)**

**TENDER FOR CONTRACT FOR THE PURCHASE OF GOODS BY IE**

**(a separate Form of Tender is required for each lot, where the Contract is divided into one or more lots)**

**Contract Reference Number 7192 Lot 2**

**To:** Procurement Manager  
**Address:** Procurement Department  
Iarnród Éireann-Irish Rail  
Inchicore Works  
Dublin 8/D08 K6Y3/  
Ireland

**DATED:**

**Re: Conditions of Tendering (“Conditions of Tendering”) for a contract (the “Contract”) for the Supply of Goods to Iarnród Éireann-Irish Rail (“IE”)**

- 
1. In accordance with and subject to the Conditions of Tendering the above-named Contract, [identify the lot/s being applied for where applicable] we hereby tender for the contract for the

supply of the Goods to IE as described in the Conditions of Tendering and in the Specification set out in Appendix 1 to the Conditions of Tendering and on the basis of the Contract set out in Appendix 3 to the Conditions of Tendering for the following prices (the “Prices”) (also set out in the duly completed **Pricing Document** to this Form of Tender) and for the Total Tendered Cost which is also set out in the “Total Sheet” in the Pricing Document, in euro and exclusive of VAT but inclusive of all other costs/items:

	<b>Cost Excluding VAT</b>
<b>Total Tendered Cost</b>	€

**Total Tendered Cost in words** \_\_\_\_\_

2. Unless otherwise stated, any capitalised terms and expressions used in this Tender Form and Prices shall have the same meanings as is assigned to them respectively by the Conditions of Tendering or the Contract as the case may be.
3. The Prices set out by us herein and on the Pricing Document duly completed by us and attached to this Form of Tender are based on a compliant Tender for the goods/services required based on the Specification and requirements of the ITT and are fixed for the duration of the Contract.
4. We acknowledge that IE reserves the right to award one or more contracts in respect of the Supply of the Goods to IE, or not to award any contract, and shall not be bound to award the Contract to one Tenderer. We confirm that we are tendering for the Contract for the Supply of the Goods to IE.
5. **We note that:**
  - **All Prices quoted shall be in euro (€).**
  - **All fees and charges quoted shall be stated in words as well as in figures and shall be exclusive of VAT but inclusive of all other costs, charges and levies.**
  - **Tenderers may be requested to provide a complete breakdown of the makeup of their Tender.**
  - **Charges quoted must include all preparatory work necessary to provide the Services.**
  - **Prices quoted should be stated in words as well as figures.**
6. If our Tender is accepted we will, if and when required, provide such security, including any guarantee or bond(s) and/or legal opinions relating thereto as IE may require, in a form and content satisfactory to IE and from an issuer approved by IE in advance, in its sole discretion.

7. We understand that IE is not bound to accept the most economically advantageous tender, the lowest, or any tender it may receive.
8. We confirm that this Tender represents a firm, unconditional and fixed offer, that our Prices shall remain fixed and shall remain open for acceptance by IE for the Tender Validity Period of **six (6) months** from the Closing Date.
9. In preparing this Tender, we have taken into account the obligations relating to employment protection and working conditions that are in force in Ireland, including obligations set out in the Contract.
10. We agree that, if successful, we and our subcontractors (if any), shall be comply with all applicable obligations in the field of environmental, social and labour law referred to in Regulation 35(4) of the Utilities Regulations 2016, that are established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Schedule 11 of the Utilities Regulations 2016.
11. 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, IE, IE's evaluation team and the supplier of the etenders.gov.ie website for the purposes of our participation in this procurement process or that we otherwise have a legal basis for providing such Personal Data to the said persons for the purposes of our participation in this procurement process and that we will provide evidence of such consent and/or legal basis to IE upon request.
12. Unless and until a formal agreement is prepared and executed, and exchanged between the parties, this Tender, together with IE's acceptance thereof, shall constitute a binding contract between us.

**\*\* ENCLOSE PRICING DOCUMENT DULY COMPLETED BY TENDERER \*\***

**DATED :**

**Name of Person, Firm or  
Company Tendering:**

\_\_\_\_\_  
**(Name - IN BLOCK LETTERING)**

Address

\_\_\_\_\_  
\_\_\_\_\_

**Signed by**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
**Duly Authorised Signatory**

[ *insert name and title in Block Capitals* ]

**DULY AUTHORISED**

For and on behalf

Of: [ \_\_\_\_\_ ]

Person, Firm or Company

Witness:

Address:

Occupation:

**Or/  
PRESENT when the Common Seal of  
[ ]  
Was affixed hereto:**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Director/Secretary**

Witness:

Address:

Occupation:



## Schedule 1

### Information To Be Supplied With Tender As Required By the Conditions Of Tendering

Tenderers should note that a Compliant Tender and any Alternative Tenders (where alternative tenders are permitted by the Conditions of Tendering) must be in three clearly identified parts, as set out below.

1. Part 1 - Completed Tender Form, including the Pricing Document;
2. Part 2 - Information/Detailed Methodology/documentation or otherwise, as required to be produced in respect of any of the award criteria set out in Schedule 7 or Appendix 4 to this ITT:
3. Part 3 -
  - 3.1 Details of any subcontractors or specialist firms to be used by the Tenderer;
  - 3.2 Confirmation that the Tenderer will provide the insurances as specified in the Contract and details of insurance which Tenderers hold or intend to use in compliance with the Contract;
  - 3.3 Completed Insurance Questionnaire;
  - 3.4 Completed Employee Declaration;
  - 3.5 Current Tax Clearance Certificate;
  - 3.6 VAT registration details (if applicable) ;
  - 3.7 Completed Declaration of Conflicts and details of any conflicts of interest);
  - 3.8 Completed Declaration of Eligibility **OR** Letter of Confirmation re Declaration of Eligibility;
  - 3.9 Completed Confirmation Regarding Information Provided During Pre-Qualification; and
  - 3.10 All other information expressly or implicitly required by the Conditions of Tendering, the Specification and the Contract.

**SCHEDULE 2**

**SCHEDULE 2**

**Insurance Questionnaire/Requirements (Contract Ref: 7192 Lot2 supply of PTZ CCTV Cameras)**

(Tenderers should also refer to the insurance provisions in the Framework Agreement for more details)

Contractor


Business Description on policies

--

	Limit of Indemnity	Excess each Claim	Insurer	Renewal Date
Public Liability	€5m per occurrence	€10,000		
Products Liability	€5m per occurrence	€10,000		
Employers Liability	€13m per occurrence	€10,000		
Professional Indemnity	€2.5m per occurrence	€10,000		
Motor and Third Party Property Damage	€2.6m per occurrence	€10,000		
Contractors All Risks	Contract Value plus 15%	€10,000		
Property Damage/Goods Transit insurance	Goods in transit insurance (noting the interest of IE) covering any loss or damage to the equipment for its full reinstatement value	€10,000		

I / We confirm that the details contained in the following sections are correct as at

/ /
-----

Signature :

Date:

Printed Name :

Broker/Insurance Company:



**SCHEDULE 3**

**DECLARATION OF CONFLICTS**

**CONTRACT FOR THE SUPPLY OF GOODS TO IE (Contract Reference Number 7192 Lot2 )**

**CONFLICT OF INTEREST DECLARATION**

**DATED:**

I \_\_\_\_\_ (insert full name)

Of \_\_\_\_\_ (insert company name)

(the “Company”)

Of \_\_\_\_\_ (insert Company address)

**Declare, as follows:**

- (a) I am not aware of any conflict of interest or potential conflict of interest in bidding for or performing the above named Contract; and
- (b) Neither I nor any employee, advisor, servant, agent, consultant, shareholders or relatives (which term, for the purposes of this declaration, shall have the meaning as set out in the Conditions of Tendering) of the Company have any relationship with employees, advisors, servants, agents, consultants or shareholders of any entity within the CIE Group (Coras Iompair Eireann, Iarnrod Eireann-Irish Rail, Bus Atha Cliath-Dublin Bus and Bus Eireann-Irish Bus, or the relatives of any personnel of any of IE or CIE, that do or could potentially result in a conflict of interest in bidding for or performing the above named Contract except as set out below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I undertake to immediately make a further declaration detailing any conflict or potential conflict which may arise during the performance of the above named Contract and to immediately take all necessary steps to resolve it.

**Signed by [ \_\_\_\_\_ ]**

**Duly Authorised**

For and on behalf of:

[ \_\_\_\_\_ ]

**Authorised Signatory**

*[name and title in block capitals]*

This declaration must be signed by a Director of the Company or the Company Secretary.

## SCHEDULE 4

### DECLARATION OF ELIGIBILITY in relation to the Exclusion Grounds

#### DECLARATION (AS PER REGULATION 89(1) OF THE EUROPEAN UNION (AWARD OF CONTRACTS BY UTILITY UNDERTAKINGS) REGULATIONS 2016

**TENDERERS PLEASE NOTE No 1:** Where the Tenderer is a Consortium or Grouping, EACH Member of the Consortium/Grouping (as identified at Part 1.2) MUST COMPLETE A DECLARATION OF ELIGIBILITY SEPARATELY) and where a Tenderer proposes to use subcontractors, the Tenderer shall provide a Declaration of Eligibility duly completed (with all supporting documentation where required), in respect of each subcontractor.

**TENDERERS PLEASE ALSO TAKE ACCOUNT OF NOTE No 2** set out at the end of this Declaration, when completing this Declaration.

**TENDERERS PLEASE REFER TO NOTE No 3** set out at the end of the Declaration, before executing this Declaration.

**RE:** CONTRACT NOTICE FOR THE SUPPLY OF [ ] GOODS/SERVICES required by IARNRÓD ÉIREANN-IRISH RAIL

**NAME: (of Applicant) (each Consortium Member of any entity on whom the Applicant relies, must complete a separate Declaration in this form):**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTRY:**

\_\_\_\_\_

**On behalf of the Tenderer, and having been duly authorised by the Tenderer, I sincerely declare that:**

1. the Tenderer itself or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer has not been the subject of a conviction for one or more of the following reasons:
  - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - (b) 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 law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
  - (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
  - (d) 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) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- (f) 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.

2. **the Tenderer:**

- (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
- (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
- (c) 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 the law of Ireland;
- (d) is not guilty of grave professional misconduct;
- (e) has not entered into agreements with other economic operators aimed at distorting competition;
- (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
- (g) has not had any prior involvement in the preparation of the procurement process;
- (h) 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;
- (i) has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;
- (j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to the Tenderer being excluded from participation in this procurement process and/or in future procurement processes.**

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TEL:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**NOTE NO 2: MEASURES TAKEN BY TENDERER:** Where any one of more of the Exclusion Grounds set out above in the Declaration applies, the Tenderer **must** include details of such Exclusion Ground with its Tender and, where the Tenderer is not precluded from doing so under Article 57(6) of Directive 2014/24/EU, the Tenderer may provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of a relevant Exclusion Ground as is referred to in Article 57(12) of Directive 2014/24/EU. The evidence provided by the Tenderer will be taken into account by Iarnród Éireann-Irish Rail in considering whether or not to exclude the Tenderer from further participation in the procurement process. Nothing in this Schedule 4 or in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (ESPD) referred to in Article 59(1) of Directive 2014/24/EU.

**NOTE NO 3: EXECUTION:** This declaration must be signed by a duly authorised person in the Tenderer's organisation. In the case of a company, a Director of the company or the Company Secretary must sign this declaration.

**FULL NAME (in block capitals):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*(Signature must be that of a Director/Principal)*

**Witness:** \_\_\_\_\_

**Name: (Block Capitals)** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

*Please note, confirmation/re-execution/notarisation of the Declaration may be sought prior to any contract being awarded.*

**OR**

**LETTER OF CONFIRMATION THAT DECLARATION OF ELIGIBILITY IS STILL VALID (where a Tenderer has already furnished a Declaration of Eligibility to IE at Pre-Qualification Stage)**

**(on letterheading of Tenderer)**

To: Procurement Manager,  
Procurement Department,  
Iarnród Éireann-Irish Rail  
Inchicore Works  
Inchicore  
Dublin 8/D08 K6Y3/  
Ireland

**DATED:**

RE: **Tender for a Contract for the Supply of Goods to Iarnród Éireann-Irish Rail (“IE”), Contract Reference No 7191 Lot 2**

Dear Sirs,

We confirm that since making the Declaration of Eligibility dated [ ] day of [ ] 20[ ] in accordance with your required procedures which we furnished to IE, that the legal situation regarding the circumstances stated in the Declaration has not changed in any way that would prohibit this firm from making a new Declaration of Eligibility on exactly the same basis. We also confirm that in providing the Declaration, consent is given to you to check (as you consider necessary) the correctness of the statements made in the Declaration with relevant third parties.

Yours faithfully

---

**DIRECTOR/PRINCIPAL**

For and on behalf of [ ]

*insert correct legal name of Tenderer, and names of all members of a group or consortium]*



**SCHEDULE 5 - Employee Declaration**

I hereby certify that all employees (including sub-contracted and sub-contractors staff), regardless of nationality, engaged on contracts with the CIÉ Group (Coras Iompair Eireann, Iarnród Eireann-Irish Rail, Bus Atha Cliath-Dublin Bus and Bus Eireann-Irish Bus, are paid not less than the statutory minimum wage and, where applicable under Irish law and applicable legally binding sectoral agreements, any applicable registered employment agreements and/or applicable employment regulation orders. I further certify that I will fully comply with the obligations to keep all records in accordance with all applicable employment legislation.

**Company Name** .....

**Signed\*** .....  
*[Director] [name] [Company Secretary] [name]*

**Block capitals**  
.....

**Position** .....

**Date** .....

**Company Seal<sup>1</sup> affixed  
In the presence of:**

{ seal }

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\* This declaration must be signed by a Director of the Company or the Company Secretary.



<sup>1</sup> Where the company has a seal, this document should be sealed and the seal affixed and countersigned in accordance with the articles of association of the company or bye-laws/laws of the country of its incorporation.

## SCHEDULE 6

### CONFIRMATION REGARDING INFORMATION PROVIDED DURING PRE-QUALIFICATION

**To: Procurement Manager**

Procurement Department  
Iarnród Éireann-Irish Rail  
Inchicore Works  
Dublin 8 /D08 K6Y3  
Ireland

**Re: Tender for Contract for the Purchase of Goods by IE**

**(Contract Reference Number 7191 Lot 2 (the "Contract")).**

**DATED:**

Dear Sirs,

We hereby confirm that:

- (A) The information supplied by us or otherwise is true and accurate in all material respects and that the information with respect to the legal structure, financial condition, technical qualifications and resources (including information provided in relation to customer support, billing and on-line reporting capability), intended to be utilised in undertaking the services under the Contract has not changed in any material respect since our pre-qualification submission.

We further confirm in full our capability and competence in respect of the areas of customer support, billing and on-line reporting, identified in our pre-qualification submission. **OR**

- (B) That the following changes to the information provided by us in respect of our submission to the pre-qualification questionnaire and/or through the Supply-Line system (where applicable) have occurred:

**[tenderers to insert relevant detail ]**

**[DELETE (A) OR (B) AS APPROPRIATE ]**

Yours faithfully

.....  
**[DIRECTOR/AUTHORISED SIGNATORY]**

Name: [ ]

**FOR AND ON BEHALF OF:** [ ] (full legal name of Tenderer)

Having its registered office at: [ ]

And place of business at: [ ]

## SCHEDULE 7

### AWARD CRITERIA AND WEIGHTINGS AND SCORING METHODOLOGY

**NB: THIS SCHEDULE ONLY APPLIES WHERE THE CONTRACT IS NOT DIVIDED INTO LOTS. IF THE CONTRACT IS DIVIDED INTO LOTS, THIS SCHEDULE DOES NOT APPLY AND APPENDIX 4 OF THIS ITT APPLIES.**

[.]

#### AWARD CRITERIA AND WEIGHTINGS (INCLUDING ANY SUB-CRITERIA)

##### ***Minimum Technical Criteria***

***Tenderers must complete the Schedule appended to the Technical Specification. All tenders must be compliant with the mandatory requirements set out in the IE Technical Specification otherwise it will be deemed a non-compliant bid.***

##### ***Total Cost***

***To be evaluated in accordance with the completed Pricing Document 70%***

##### ***Conformance with the non-mandatory requirements of IE's Technical Specification***

***Tenderers must provide supporting information in respect of each of the non-mandatory items listed in the Conformance Schedule to demonstrate the compatibility and deliverability of their technical proposals with IE's requirements as set out in the Technical Specification. 30%***

***A minimum score of 40% of the points available must be achieved in respect of Technical Specification criterion.***

**SCORING METHODOLOGY**

**The total number of available marks are 10,000 = 100% of Award Criteria.**

**Cost 70% of Award Criteria**

$$\frac{\text{Max marks} * \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{Score for Tender X}$$

**Technical Compliance of non-mandatory requirements 30% of Award Criteria.**

Each item will be scored out of 10 as follows:

Compliance	Score out of 5
100%	5
80%	4
60%	3
40%	2
0% (Non Compliant)	0

- Note: 1. Cameras that do not meet the mandatory requirement will receive 0 Points.  
 2. Tenderers must achieve a minimum of 40% of the total available marks in order to be included in the overall evaluation.

*(100% Technical Compliance equating to a score of 5)  
 Excellent - Overall, the response is excellent and relevant. The response comprehensively meets all technical requirements and specifications listed. .*

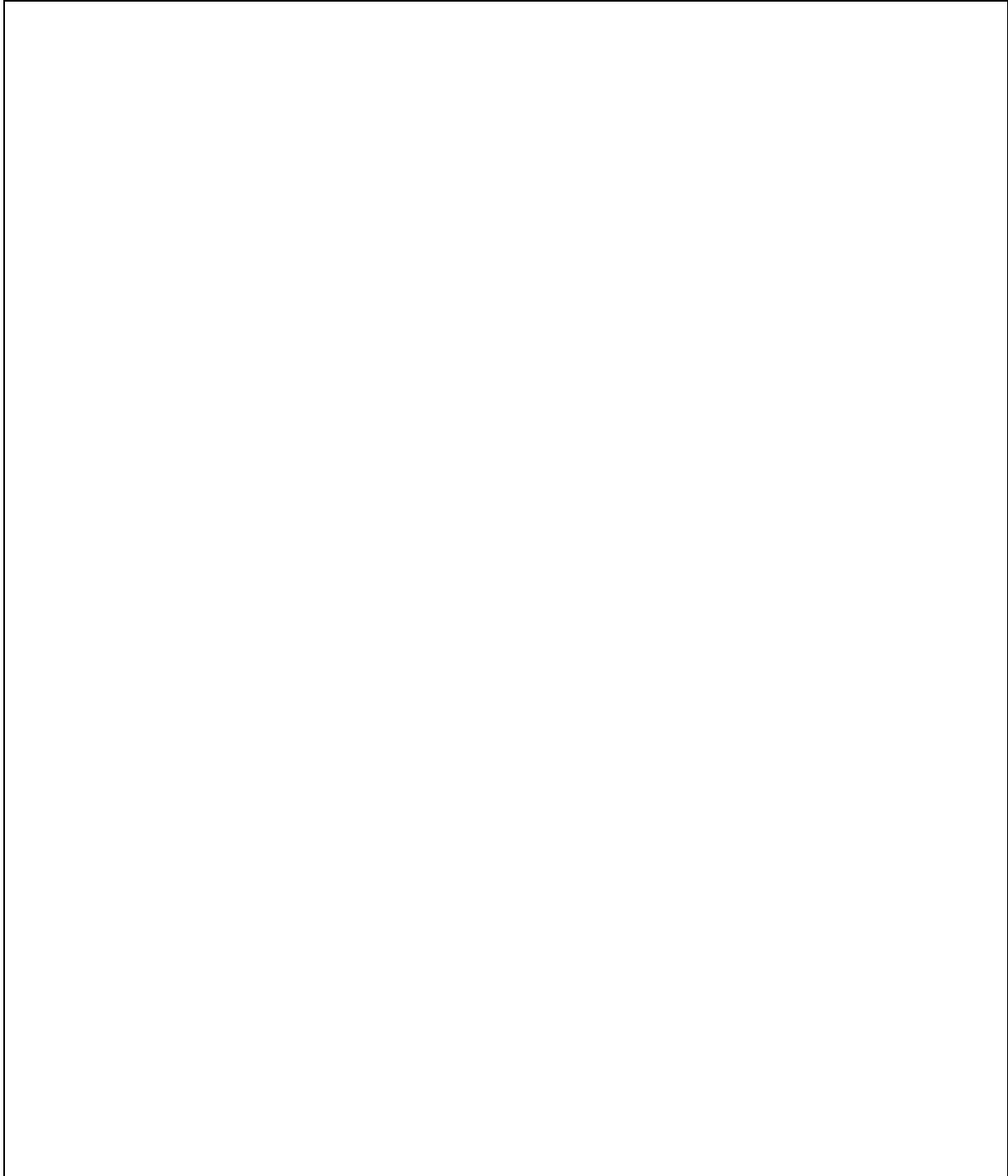
*(80% Technical Compliance equating to a score of 4)  
 Very Good - Overall, the response is very good and relevant. The response demonstrates a very good alignment in meeting technical requirements and specifications listed.*

*(60% Technical Compliance equating to a score of 3)  
 Good - Overall, the response is good and relevant. The response demonstrates a good alignment in meeting technical requirements and specifications listed.*

*(40% T Technical Compliance equating to a score of 2)  
 Acceptable - Overall, the response is acceptable and relevant. The response demonstrates an acceptable level in meeting technical requirements and specifications listed.*

*(20% Technical Compliance equating to a score of 1)  
 Poor - Overall, the response is fair and partially relevant, Less than 40% of listed Specifications are compatible with the requirements. Non-compliant, failed bid.*

*(0% Technical Compliance equating to a score of 0)  
 Unacceptable - Nil or inadequate response. The response fails to satisfy the all technical requirement, 0% of listed Specifications are compatible with the requirements or one of the mandatory requirements Failed. Non-compliant.*



**Tenderers should note:**

- 1 Cost is evaluated based on the projected volumes indicated in the Table above. IE make no guarantee concerning these volumes which are notional only for the purposes of tendering.
- 2 Lead Time or Delivey time will be scored on the basis that where there is a minimum lead time, bids which exceed this minimum lead time will not be considered and shall be deemed non-compliant.



## SCHEDULE 8

### RETURN OF TENDERS AND QUERIES

With reference to Condition 6.1 the Closing Date shall be: [ ] hours on [ ] date.

With reference to Condition 7.2 of the Conditions of Tendering, all queries regarding the ITT or Contract or any other element of the ITT should be addressed via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie).

to be submitted no later than **15 Working Days** before the Closing Date. It is the Tenderer's responsibility to ensure that all queries are received by IE.

With reference to Condition 7.3 of the Conditions of Tendering, copies of all queries submitted to IE pursuant to Condition 7.2 of these Conditions of Tendering and IE's answers will be circulated to all Tenderers not less than **5 Working Days** before the Closing Date.

## **Appendix 1**

### **TECHNICAL SPECIFICATION**

**for the Supply of Goods to IE**

**ATTACHED**



## **APPENDIX 2**

### **CODE OF CONDUCT FOR SUPPLIERS AND BUSINESS PARTNERS OF IE AND APPLICABLE IE STANDARDS**

**Code of Conduct – Attached**

**Applicable IE Standards - Attached**

## APPENDIX 3

### FORM OF STANDARD CONTRACT FOR THE PURCHASE OF GOODS BY IE

Attached

## APPENDIX 4

**NB: THIS SCHEDULE APPLIES WHERE THE CONTRACT IS DIVIDED INTO LOTS, and Schedule 7 of this ITT does NOT apply where the Contract is divided into lots.**

**\* IE to insert in this Appendix 4, the information required by Regulation 72 of the Utilities Regulations 2016 and Article 16(8),(9) and (10) and Article 65 of the Utilities Directive 2014/25/EU in relation to lots, also taking into account Condition 5.30, Condition 11 and the other Conditions set out in the Conditions of Tendering, and including without limitation (taking into account any PQQ stage of this competition and tenderers who have been pre-qualified for certain lots or all lots), whether a Tenderer may submit Tenders for one lot or for multiple lots, and in that case, that Tenderers must confirm the lot/lots they are tendering for. IE to clarify in this Appendix what their requirements are, if Tenderers are tendering for multiple lots, IE's requirements concerning a Tenderer's ability to meet aggregate financial requirements of combined lots where they are applicable, and identified by IE**

### **AWARD CRITERIA, WEIGHTINGS AND SCORING METHODOLOGY**

[ AWARD CRITERIA AND WEIGHTINGS (INCLUDING ANY SUB-CRITERIA)

#### ***Minimum Technical Criteria***

***Tenderers must complete the Schedule appended to the Technical Specification. All tenders must be compliant with the mandatory requirements set out in the IE Technical Specification otherwise it will be deemed a non-compliant bid.***

#### ***Total Cost***

***To be evaluated in accordance with the completed Pricing Document 70%***

#### ***Conformance with the non-mandatory requirements of IE's Technical Specification***

***Tenderers must provide supporting information in respect of each of the non-mandatory items listed in the Conformance Schedule to demonstrate the compatibility and deliverability of their technical proposals with IE's requirements as set out in the Technical Specification. 30%***

***A minimum score of 40% of the points available must be achieved in respect of Technical Specification criterion.***

]

[

]

**DATED**

**2020**

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**CONDITIONS OF TENDERING**

**FOR**

**THE PURCHASE OF GOODS**

**BY**

**IARNRÓD ÉIREANN-IRISH RAIL (“IE”)**

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**Contract Reference Number 7192 Lot 2 Supply of PTZ CCTV  
Cameras**

Iarnród Éireann-Irish Rail  
Procurement Department  
Inchicore Works  
Dublin 8  
Ireland



## Level Crossing Camera and Assessment Sheet

Camera Name: \_\_\_\_\_

Assesed by: \_\_\_\_\_

\_\_\_\_\_

### OPERATION OF THE CAMERA (PASS OR FAIL)

**Bootup to Preprogrammed Position**

*Pass or Fail*

**OSD Camera ID saved and correct**

*Pass or Fail*

**Wiper Function**

*Pass or Fail*

### EASE OF INSTALLATION/REPLACEMENT (30%)

**Physical instillation**

*Score 0-15, 0=lenghty, 15=Quickly and easily*

**Programming (number of steps and time required)**

*Score 0-15, 0=lenghty, 15=Quickly and easily*

### OVERALL ASSESMENT OF CAMERA OVER 3 MONTHS (25%)

**Operational Assesment over 3 months**

*Score 0-25, 0=Very Poor, 30=Excellent*

Camera will be checked daily to ensure the camera remains in place when the keyboard is disconnected. Wiper and power cut tests will also be carried out.

### Lens and Cable Length (10%)

**Lens viewing angle**

*Score 0-5*

**Maximum length of cable from camera to junction box**

*Score 0-5*

### PRICE OF THE CAMERA (35%)

**Price of camera and accessories**

*Score 0-35*

### OVERALL SCORE

### CONTRACT AWARD RECOMMENDATION

*This form must be completed in respect of all contracts with an estimated value of €50,000 or more. Where Board approval of contract award recommendation is required, Sections 1 - 3 must be completed in full prior to submission of a contract award recommendation to Board.*

**(1) CONTRACT DETAILS**

<b>Contract Description</b>		Framework Agreement for the Supply of IP HD Cameras	
<b>Advertisement details / reference</b>		Etenders ref RFT 149768 - 7192 Lot 1 Framework advertisement OJEU TED209 May 2019	
<b>Department:</b>	IM	<b>Cost Code nr / PIE Code</b>	WBS & Maintenance
<b>Tender Tracking No</b>	7192	<b>Nr. of respondents</b>	4
<b>Nr. of tender enquiries issued;</b>	9	<b>Nr. of tenders received:</b>	4
<b>Recommended Supplier</b>	Northwood Technology Ltd	<b>*Contract value</b>	██████ (excl. VAT) Non-recoverable VAT estimated ██████
<b>Financial Report available (DB/in-house)</b>		<b>Budget Approved by Board</b>	IM Maintenance & Multi-Annual Contract (MAC



Background and details of Contract

TENDER PROCESS

The requirement was advertised in the Official Journal of the European Union in May 2019. Eight PQQs were received and subsequently shortlisted for invitation to tender in respect of Lot 1 of the framework agreement. Tender documents were issued in November 2019 and four were received by the closing date. Tenderers who withdrew from the process advised that they were unable to meet the tender timeline due resource constraints or that they were unable to meet the full scope of requirements.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. Northwood Technology Ltd

TENDER EVALUATION

Tenders were evaluated with reference to the award criteria that was approved at October 2019 Board meeting. One company A&O IT Services Limited failed to meet the minimum required score with regard to the "Compliance with Technical Specification" and was deemed to be non-compliant.

Tenderers were invited to provide discounted rates based on the projected quantities. During the BAFO stage, Northwood Technology Ltd provided a greater percentage discount against the estimated volumes resulting in a €41K discount on their original tendered cost.

The following table sets out the tender costs and the Best and Final Offer for the three compliant bids: Company Tender Form Total Cost (Excl. VAT) based on estimated annual quantities  
Moran CCTV increased their tender cost as a result of a clarification issued by IE at post tender stage.

The table below sets out the qualitative and financial evaluation results:

Company	Tender Form Total Cost (Excl. VAT) (based on estimated quantities in Pricing Document)	Final BAFO Cost (Excl. VAT)
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The commercial figures quoted by Companies are against estimated annual volumes for all requirements. Note: it is unlikely that all requirements & volumes would be purchased within one year. A Projected spend was calculated from past CCTV contracts: Contract Ref 6797 est in Feb 2017 exceeded its target value of [REDACTED] and Contract Ref 7026 est July 2018 with a contract value of [REDACTED] It was calculated that an €4m contract value would be required for the full 5 year term. The estimate projected costs annually is [REDACTED] with a contingency allowance of 10% for the full contract term.

Projected CCTV spend	
Annually Years 1-5	[REDACTED]
Contingency of 10%	[REDACTED]
Total term	[REDACTED]

Criteria	Maximum Available Marks	[REDACTED]	[REDACTED]	[REDACTED]
Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Conformance with the non-mandatory requirements of IE's Technical Specification	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Contract Award was set for board approval at IE board meeting 31<sup>st</sup> March, approval was confirmed 1<sup>st</sup> April under Decisions340 procurement.

Contract Award Recommendation is to award Northwood Technology Ltd.

Prepared By	Richard Latimer	Date: 03/04/2020
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**(2) TENDERS RECEIVED\***

SUPPLIER / CONTRACTOR	ORIGINAL TENDER PRICE (EXCLUDING VAT)	FINAL PRICE (EXCLUDING VAT)
Northwood Technology Ltd		

**(3) RECOMMENDATION**

Function	Statement	Signature	Date
Technical / Project Manager <b>Cormac Lally</b>	Recommended tender complies with the specification/performance and safety requirements. Recommended contractor has the experience, expertise and technical resources to fulfil the contract.		
Function Manager <b>Tom Quigley</b>	Recommended tender complies with the specification/performance and safety requirements. Recommended contractor has the experience, expertise and technical resources to fulfil the contract.		
Finance <b>David Fitzgibbon</b>	Contract can be accommodated within approved budget for this Contract.		
Contractor Financial	The recommended contractor has the necessary financial resources to fulfil the contract	N/A	N/A
Legal  <i>[Job Title]</i>	Verifying that [] has accepted the legal risks outlined to him in the legal sign off no. 1 letter issued by the Group Solicitor and further to this acceptance the contract documentation is appropriate for the project*	N/A	N/A
Procurement <b>Richard Latimer</b>	Confirming that standard contract documents have been used for this contract**		
Procurement <b>Richard Latimer</b>	The Procurement Policies and Procedures have been complied with.		

\* No signature required where standard contract documents, without amendment, have been used  
 \*\*Signature required only where standard contract documents, without amendment, have been used

**(4) EXECUTING OFFICER'S STATEMENT (Capital Projects only)**

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- Recommendation is acceptable and the recommended contract meets the overall goals of the project.

I approve this submission and recommend the Award of Contract.

Name N/A	Signature N/A	DATE N/A
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**~~(5) APPROVAL – where Board approval is not required, complete section 5, where Board approval is required complete section 6.~~**

~~(Note: Blank out the signature boxes that are not required before printing or manually delete. Please refer to section 4.5 of the CIE Group Policies and Procedures).~~

Function	Statement	Signature	Date
Legal <i>[Job title]</i>	Verifying that [] has accepted the legal risks outlined to him in the legal sign off no. 2 letter issued by the Group Solicitor and further to this acceptance the contract documentation is appropriate for the project*	* N/A	N/A

	Name	Signature	Date
Approved Procurement Manager €0- [REDACTED]		N/A	
<del>Approval / Endorsement (1) (for contracts with an estimated value of between [REDACTED] to [REDACTED])</del>		N/A	
<del>Approval / Endorsement (2) (for contracts with an estimated value over [REDACTED])</del>		N/A	

Notes

- Approval Endorsement 1 must be signed off for contracts with values between €0.5 and €2m
- Approval Endorsement 2 must be signed off for contracts with values over €2m

**(6) APPROVAL – where Board approval is required**

<b>Board Minute Reference</b>	<b>Board Approval date</b>
Decusions340 procurement	1 <sup>st</sup> April 2020

Function	Statement	Signature	Date
Legal <i>[Job title]</i>	Verifying that Chief Executive Officer has accepted the legal risks outlined to him in the legal sign off no. 2 letter issued by the Group Solicitor and further to this acceptance the contract documentation is appropriate for the project*	* N/A	

	Name	Signature	Date
Board Approval (for contracts with an estimated value of over €2m)/ recommended by Procurement Manager	Li Qian	[REDACTED]	06/04/2020

Notes

- For recommendations requiring Board approval (i.e. over [REDACTED]), the Approval / Endorsement 2 in Section 6 must be signed by the Subsidiary Chief Executive / Managing Director. This

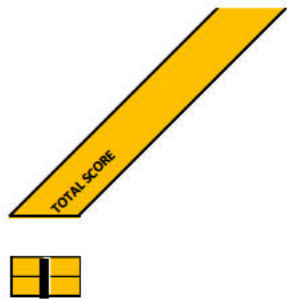
function may not be delegated without the prior approval of the Board.

- The contract award sign-off requirements are as prescribed by the Group Procurement Policies and Procedures. Business units may implement additional sign-off requirements in Section 3 above to suit their organisational structure with the advance written approval of the Group Chief Financial Officer. The wording of the legal sign off section may only be amended with the written approval of the Group Solicitor and the Group Chief Financial Officer.
- It should be noted that the legal sign off procedures specified by the Group Solicitor must be adhered to, in addition to the requirements in the CAR form.

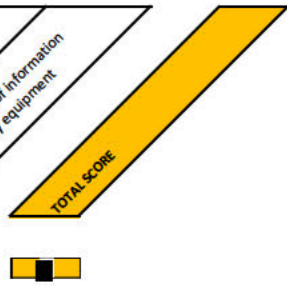
Company Name: [REDACTED]

		<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;">Bandwidth Management Tool</div> <div style="width: 15%;">Design Development Tool</div> <div style="width: 15%;">Cameras and Viewing Software manufactured by the same company</div> <div style="width: 15%;">Delivery within 3 Weeks Of Order to I.E. Site</div> <div style="width: 15%;">H.264 Compression</div> <div style="width: 15%;">100 Base T via RJ45 Cat5</div> <div style="width: 15%;">PoE</div> <div style="width: 15%;">Flicker Control</div> <div style="width: 15%;">SNMP</div> <div style="width: 15%;">Privacy Zones</div> <div style="width: 15%;">Secure Transmission of images to NVR, password protection, HTTPS, User access log post based authentication</div> <div style="width: 15%;">Remote upload of firmware as required</div> <div style="width: 15%;">Remote Configuration and Setup</div> <div style="width: 15%;">Remote Zoom and Focus</div> <div style="width: 15%;">Audio IN / OUT</div> <div style="width: 15%;">ONVIF S Compliant</div> <div style="width: 15%;">IR Illumination</div> <div style="width: 15%;">Built in Analytics</div> <div style="width: 15%;">Wide Dynamic Range</div> <div style="width: 15%;">ROHS, WEEE &amp; CE Compliant</div> <div style="width: 15%;">Minimum Weather Rating of IP65, Impact Rating of IK10</div> <div style="width: 15%;">Suitable for Lamp Post and Wall mount Internal and External</div> <div style="width: 15%;">Suitable for Wall mount Internal and External</div> <div style="width: 15%;">Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 &amp; EN 60950-2001 - Safety of information technology equipment</div> </div>																				TOTAL SCORE					
		PASS / FAIL																				TOTAL SCORE					
		Score																				TOTAL SCORE					
Pass/ Fail - Allocation of score compliance		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL SCORE	
2.1.1	Bullet Camera 2MP 3-9mm	P/E	P/F	P/F	P/E																					5	5
2.1.3	Micro Camera 2 MP																										2
2.1.4	PTZ Camera 2 MP 4-80mm approx	F																									1
2.1.5	Wide angle / Panomaic 12MP Multi Interlock Lens over 1 cable 12MP Fisheye																										2
2.1.6	Fixed Cameras 16MP (Approx) Submitted only 30MP 24MP (Approx ) Submitted only 30MP																										2

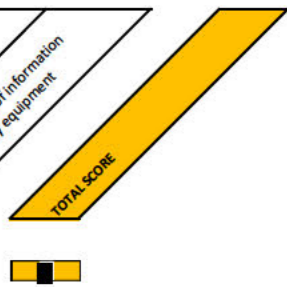
2.1.7	Camera Housings with arm 24v AC & pole bracket PoE	Pass/ Fail - Allocation of score compliance							
		A	B	C	1	2	3	4	5
		P/F	P/F	P/F	20	20	20	20	20



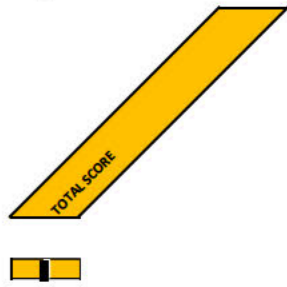
2.1.8	Licence Plate Camera	Pass/ Fail - Allocation of score compliance																							
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5



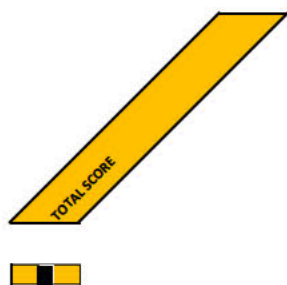
2.1.9	Thermal Cameras	Pass/ Fail - Allocation of score compliance																							
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5



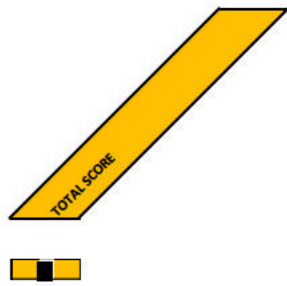
2.1.10	Intercoms	Pass/ Fail - Allocation of score compliance													
		A	B	C	D	1	2	3	4	5	6	7	8	9	10
		P/F	P/F	P/F	P/F	10	10	10	10	10	10	10	10	10	10



2.1.11	Encoders	Pass/ Fail - Allocation of score compliance											
		A	B	1	2	3	4	5	6	7	8	9	10
		P/F	P/F	10	10	10	10	10	10	10	10	10	10



2.2	Joystick	Pass/ Fail - Allocation of score compliance			
		A	B	1	2
		P/F	P/F	50	50



External rated suitable for above camera or with sufficient protection as outlined in requirements document

Delivery within 3 Weeks Of Order to IE Site

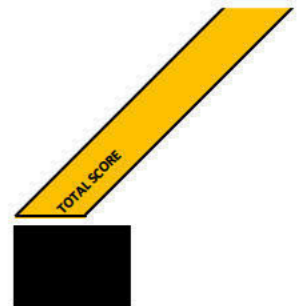
Price to allow for secure fixing to pole adjacent camera and any cable/connectors

RoHS Compliant

Omni Directional

DC12V or 24VAC

Pass/ Fail - Allocation of score compliance		A	B	1	2	3	4
2.3 Camera Microphone	NOT SUBMITTED	P/F	P/F	25	25	25	25



RU5 at local interface and CoAx BNC link to remote

Complies with IEEE 802.3af PoE

MTBF > 100,000 Hrs

Delivery within 3 Weeks Of Order to IE Site

Operate at a dist of 250m with PoE at 100Mbps

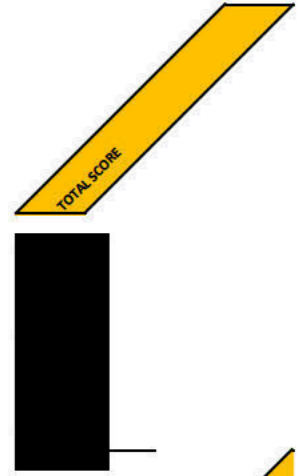
Operate at a dist of 1500m with Non PoE at 10Mbps

CE, RoHS

LED indicators showing Power, Eth Local Link, Extended Link

19" rack Mountable

Pass/ Fail - Allocation of score compliance		A	B	C	D	1	2	3	4	5
2.4 Transmission		P/F	P/F	P/F	P/F	20	20	20	20	20
	Co-Ax to Ethernet Converter -19" Rack Mount 16 port									
	Co-Ax to Ethernet Converter - 19" Rack Mount 8 port									
	Co-Ax to Ethernet Converter - 19" Rack Mount 4 port									
	Co-Ax to Ethernet Converter - Module 1 port									
	Twisted Pair Ethernet Extender -19" Rack Mount 16 port									
	Twisted Pair Ethernet Extender - 19" Rack Mount 8 port									
	Twisted Pair Ethernet Extender - 19" Rack Mount 4 port									
	Twisted Pair Ethernet Extender - Module 1 port									

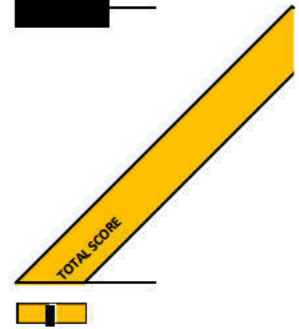


Suitable to house kit as per 2.4 at camera end

Price to include suitable glands as required

Price to include Pole mount adaptors

Pass/ Fail - Allocation of score compliance		33	33	34
IP68 External Housing				



Bandwidth Management Tool

Design Development Tool

Cameras and Viewing Software manufactured by the same company

Delivery within 3 Weeks Of Order to IE Site

Software will operate with all cameras and equipment in this tender without any loss of functionality and with ONVIF Equipment

No Annual Licence fee

License can be transferred between Servers

GUI or list based

Allow for 3G External access via IOS or Android

User Level Access restrictions

Remote Engineer configuration of devices via IOS or Android

Viewing of recorded footage without any requirement to stop current recordings Recorded bar to show motion detection

The system will detect firmware and software updates from new devices and provide the engineer with the option of upgrading devices with new versions. Configurable duration of recorded footage in days & Continuous recordings

Automatic failover to redundant server on fail detection

Must allow for 1 Recording device to record multiple stations via ianmod

Require Remote Viewing of all Cameras to a control centre or a regional office

Export footage to USB, disk or external device suitable for evidence

Record and transmit audio via cameras

Preset Views of camera layouts

Configured to operate with Alarms for Scenarios

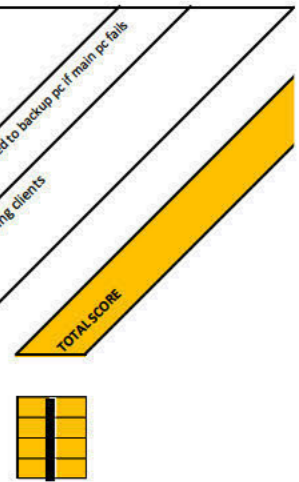
Snapshots of CCTV Images

Thumbnail Search

Config file saved to external device and uploaded to backup pc. If main pc fails

Minimum of 5 remote viewing clients

Pass/ Fail - Allocation of score compliance		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.5.1 Software																									
	Licence - 4 Cameras																								



Delivery within 3 Weeks Of Order to IE Site

Operate with all elements listed in this tender

Remote login from within the IE Network via Remote Desktop or similar - Pre Configured

Not less than 30 TB

VGA output for Engineering purpose

19" Rack Mountable

Fit into 42U Rack 600-800

Minimum RAID 6

Hot swap Hard Drives and Power Supplies

Secondary redundant power supply pre fitted

No less than 2x1Gb 100Base T Eth Ports RU5

Full loaded allow for Max 28 days recording at no less than 6 fps per camera

Microsoft Win Server 2016 or greater

Set to update time with default gateway per day @02:00hrs

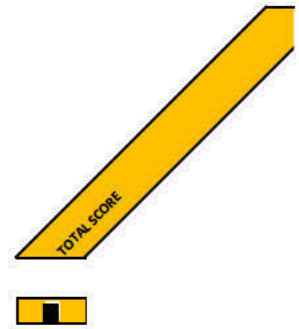
RoHS Compliant

EN 60950, EN 62311, EN 55024

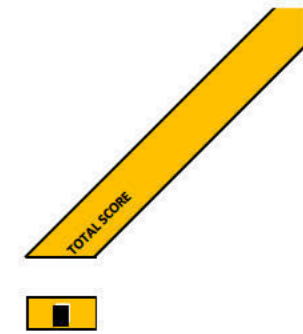
Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure

Compatible with Anti-Virus software

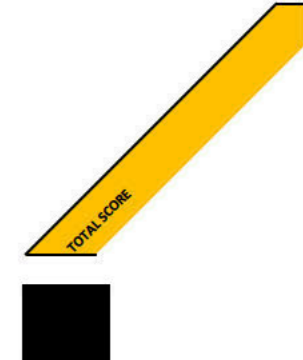
Pass/ Fail - Allocation of score compliance		A	B	C	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2.5.2 Recorder																			
	30 TB Server																		



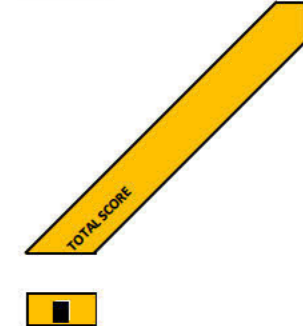
Pass/ Fail - Allocation of score compliance		Delivery within 3 Weeks Of Order to IE Site Operate with all Elements listed in this tender Price to include Software/Licence activation installed Not less than 8 TB Provide Local Viewing 19" Rack Mountable Fit into 42U Rack 600-800 Minimum RAID 5 No less than 2 x 1Gb 100Base T Eth Ports RJ45 for interconnect, & RJ45 PoE ports for Cameras USB HDMI and I/O Terminals, Keyboard and mouse included Set to update time with default gateway per day @0200hrs. RoHS CE Compliant										
A	B	C	1	2	3	4	5	6	7	8	9	10
Small Location Recorder												



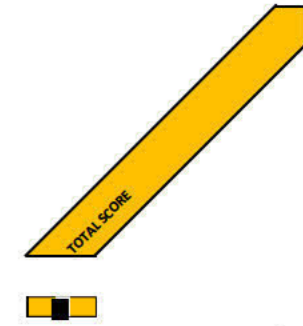
Pass/ Fail - Allocation of score compliance		Delivery within 3 Weeks Of Order to IE Site Operate with all Elements listed in this tender Pre configured as per Appendix A Price to include Software/Licence activation installed Not less than 8 GB 4 X HDMI or DVI monitor outputs - For PCL 2 X HDMI or DVI monitor outputs - For PCL 1 X HDMI or DVI monitor outputs - For Eng PC 64 Bit machine i5 processor or better Windows 10 or greater Provide Play Back (Video and Audio) for regional archiving Integrate with and Analytics and Alarm on detection Voice Announcements by operator No less than 2 x 1Gb 100Base T Eth Ports RJ45 Set to update time with default gateway per day @0200hrs. RoHS CE Compliant											
A	B	C	D	1	2	3	4	5	6	7	8	9	10
Control Centre Viewing PC 1	P/F	P/F	P/F	P/F									
Control Centre Viewing PC 2													
Engineering PC													



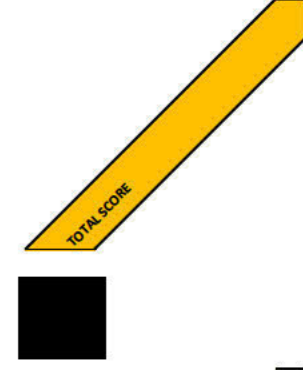
Pass/ Fail - Allocation of score compliance		Delivery within 3 Weeks Of Order to IE Site Operate with all Elements listed in this tender Price to include Laptop Rack Sack Price to include Software/Licence activation installed Not less than 8 GB 4 X HDMI or DVI monitor outputs - For PCL 2 X HDMI or DVI monitor outputs - For PCL 1 X HDMI or DVI monitor outputs - For Eng PC 64 Bit machine i5 processor or better Windows 10 or greater Provide Play Back (Video and Audio) and regional archiving USB, WiFi Voice Announcements by operator 1 x 1Gb 100Base T Eth Ports RJ45 Remote export of recordings to CD or USB RoHS CE Compliant											
A	B	C	D	1	2	3	4	5	6	7	8	9	10
Laptop	P/F	P/F	P/F	P/F	10	10	10	10	10	10	10	10	10



Pass/ Fail - Allocation of score compliance		Delivery within 3 Weeks Of Order to IE Site Operate with all PCs listed in this tender Goose Neck CE Approved			
A	B	1	2		
Microphone					



Pass/ Fail - Allocation of score compliance		Delivery within 3 Weeks Of Order to IE Site Operate with all PC's listed in this tender Wall or Desk Mounted Audio Out CE Approved		
A	B	1	2	3
Monitors	P/F	P/F		
Approx 20"				
Approx 24"				
Approx 30"				



2.5.3



	A	B	1	2	3
Monitor Bracket	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pass/ Fail - Allocation of score compliance

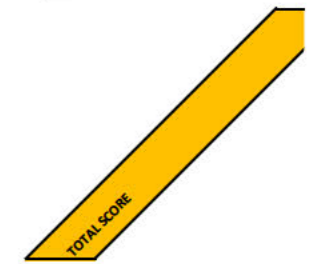
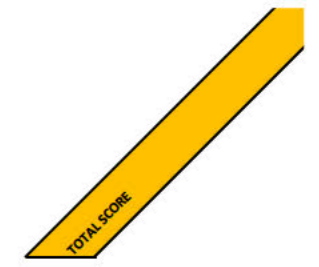
Delivery within 3 Weeks Of Order to Site  
 Operate with all Monitors listed in this tender  
 Wall Mount  
 Free movement n Vertical and Horizontal  
 Viewing angle can be locked in place.

	A	B	1	2	3	4
2.6 Audio Announcing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pass/ Fail - Allocation of score compliance

Delivery within 3 Weeks Of Order to Site  
 Operate with all Cameras/Encoders listed in this tender  
 Watt range from 1w to 5 w  
 IP65  
 Internal Volume Control  
 Price to include Pole Mount Bracket

Speakers with Built in Amplifiers



Company Name [REDACTED]

		Bandwidth Management Tool	Design Development Tool	Cameras and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to I.E Site	H.264 Compression	100 Base T via RJ45 Cables	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination	Built in Analytics	Wide Dynamic Range	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Suitable for Lamp Post and Wall mount Internal and External	Suitable for Wall mount Internal and External	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment	TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5		
		PASS / FAIL																									
		Score																									
		Pass / Fail - Allocation of score compliance																									
2.1.1	Bullet Camera	2MP 3-9mm 2MP 9-12mm 3MP 9-12mm SMP DS-2CE16H1T3Z Analogue 5MP 9-12mm																									
2.1.2	Dome Cameras	2MP 3-9mm 4mp Camera Submitted 2MP 9-22mm No Spec Sheet Submitted																									

		Bandwidth Management Tool	Design Development Tool	Cameras and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to I.E Site	H.264 Compression	100 Base T via RJ45 Cables	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination	Size (4/-10mm) 85x65x50 mm	Wide Dynamic Range	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Suitable for Surface Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment	TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
		PASS / FAIL																								
		Score																								
		Pass / Fail - Allocation of score compliance																								
2.1.3	Micro Camera	2 MP 4mp Supplied																								

		Bandwidth Management Tool	Design Development Tool	Cameras and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to I.E Site	H.264 Compression	100 Base T via RJ45 Cables	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination	Built in Video Analytics	Wide Dynamic Range	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Suitable for Wall and Pole Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment	TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
		PASS / FAIL																								
		Score																								
		Pass / Fail - Allocation of score compliance																								
2.1.4	PTZ Camera	2 MP 4-80mm approx																								

		Bandwidth Management Tool	Design Development Tool	Cameras and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to I.E Site	H.264 Compression	100 Base T via RJ45 Cables	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination	Built in Video Analytics	Wide Dynamic Range	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Suitable for wall or Pendant NPT Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment	TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
		PASS / FAIL																								
		Score																								
		Pass / Fail - Allocation of score compliance																								
2.1.5	Wide angle / Panormaic	12MP Multi Interlock Lens over 1 cable 8mp not accepted 12MP Fisheye																								

		Bandwidth Management Tool	Design Development Tool	Cameras and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to I.E Site	H.264 Compression	100 Base T via RJ45 Cables	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination or minimum illumination at 0.05lux or better	Built in Video Analytics	Wide Dynamic Range	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Suitable for lamp post Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment	TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
		PASS / FAIL																								
		Score																								
		Pass / Fail - Allocation of score compliance																								
2.1.6	Fixed Cameras	16MP (Approx) 8MP NOT ACCEPTED 24MP (Approx) 8MP NOT ACCEPTED 30MP (Approx) 8MP NOT ACCEPTED																								

2.1.7	Camera Housings with arm & pole bracket	24v AC Not Submitted PoE Not Submitted	Pass/ Fail - Allocation of score compliance					A	B	C	D	1	2	3	4	5	TOTAL SCORE
			P/F	P/F	P/F	P/F	20										

TOTAL SCORE

0

0

2.1.8	Licence Plate Camera		Pass/ Fail - Allocation of score compliance																				TOTAL SCORE	
			P/F	P/F	P/F	P/F	P/F	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		16

TOTAL SCORE

2.1.9	Thermal Cameras		Pass/ Fail - Allocation of score compliance																				TOTAL SCORE		
			P/F	P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5		5	5

TOTAL SCORE

2.1.10	Intercoms		Pass/ Fail - Allocation of score compliance										TOTAL SCORE
			P/F	P/F	P/F	P/F	P/F	10	10	10	10	10	

TOTAL SCORE

2.1.11	Encoders	No Spec Sheet Submitted	Pass/ Fail - Allocation of score compliance										TOTAL SCORE
			P/F	P/F	10	10	10	10	10	10	10	10	

TOTAL SCORE

2.2	Joystick		Pass/ Fail - Allocation of score compliance				TOTAL SCORE
			P/F	P/F	50	50	

TOTAL SCORE

		Pass/ Fail - Allocation of score compliance			
A	B	1	2	3	4
P/F	P/F	25	25	25	25

2.3 Camera Microphone **No Spec Sheet Submitted**

TOTAL SCORE

█

		Pass/ Fail - Allocation of score compliance						
A	B	C	D	1	2	3	4	5
P/F	P/F	P/F	P/F	20	20	20	20	20

2.4 Transmission

Co-Ax to Ethernet Converter -19" Rack Mount 16 port  
Co-Ax to Ethernet Converter - 19"Rack Mount 8 port  
Co-Ax to Ethernet Converter - 19"Rack Mount 4 port  
Co-Ax to Ethernet Converter - Module 1 port

Twisted Pair Ethernet Extender -19" Rack Mount 16 port  
Twisted Pair Ethernet Extender - 19"Rack Mount 8 port  
Twisted Pair Ethernet Extender - 19"Rack Mount 4 port  
Twisted Pair Ethernet Extender - Module 1 port

TOTAL SCORE

█

		Pass/ Fail - Allocation of score compliance		
A	B	C	D	
P/F	P/F	P/F	P/F	

IP68 External Housing **Not Submitted**

TOTAL SCORE

█

		Pass/ Fail - Allocation of score compliance																					
A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5

2.5.1 Software

NO DATA SHEET SUBMITTED Licence - 4 Cameras  
NO DATA SHEET SUBMITTED Licence - 8 Cameras  
NO DATA SHEET SUBMITTED Licence - 16 Cameras  
NO DATA SHEET SUBMITTED Licence -24 Cameras

TOTAL SCORE

█

		Pass/ Fail - Allocation of score compliance															
A	B	C	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
P/F	P/F	P/F	6	7	7	7	7	7	7	7	7	7	6	6	6	6	6

2.5.2 Recorder

30 TB Server

TOTAL SCORE

█

Pass/ Fail - Allocation of score compliance		A	B	C	1	2	3	4	5	6	7	8	9	10
Small Location Recorder	P/F	P/F	P/F	P/F	10	10	10	10	10	10	10	10	10	10

TOTAL SCORE

■

2.5.3

Pass/ Fail - Allocation of score compliance		A	B	C	D	1	2	3	4	5	6	7	8	9	10
PC's	P/F	P/F	P/F	P/F	P/F	10	10	10	10	10	10	10	10	10	10

NO DATA SHEET SUBMITTED Control Centre Viewing PC 1  
NO DATA SHEET SUBMITTED Control Centre Viewing PC 2  
NO DATA SHEET SUBMITTED Engineering PC

TOTAL SCORE

■

Pass/ Fail - Allocation of score compliance		A	B	C	D	1	2	3	4	5	6	7	8	9	10
Laptop	P/F	P/F	P/F	P/F	P/F	10	10	10	10	10	10	10	10	10	10

NO DATA SHEET SUBMITTED Laptop

TOTAL SCORE

■

Pass/ Fail - Allocation of score compliance		A	B	1	2
Microphone	P/F	P/F	P/F	50	50

NO DATA SHEET SUBMITTED Microphone

TOTAL SCORE

■

Pass/ Fail - Allocation of score compliance		A	B	1	2	3
Monitors	P/F	P/F	P/F	33	33	34

Approx 20"  
Approx 24"  
Approx 30"

TOTAL SCORE

■

Pass/ Fail - Allocation of score compliance		A	B	1	2	3
Monitors	P/F	P/F	P/F	33	33	34

TOTAL SCORE

■

Pass/ Fail - Allocation of score compliance		A	B	1	2	3
Monitor Bracket		P / F	P / F	33	33	34

Delivery within 3 Weeks Of Order to If site
Operate with all Cameras/Encoders listed in this tender
Watt range from 1w to 5 w
IP65
Internal Volume Control
Price to include Pole Mount Bracket

Pass/ Fail - Allocation of score compliance		A	B	1	2	3	4
Speakers with Built In Amplifiers		P / F	P / F	25	25	25	25



TOTAL SCORE



Average % Compliance Score

Company Name: Moran CCTV

		PASS / FAIL																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.1.1	Bullet Camera	[Redacted]																				[Redacted]			
		Score																				[Redacted]			
2.1.2	Dome Cameras	[Redacted]																				[Redacted]			

		PASS / FAIL																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.1.3	Micro Camera	[Redacted]																				[Redacted]			
		Score																				[Redacted]			

		PASS / FAIL																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.1.4	PTZ Camera	P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
		Score																				[Redacted]			

		PASS / FAIL																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.1.5	Wide angle / Panoramic	P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
		Score																				[Redacted]			

		PASS / FAIL																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2.1.6	Fixed Cameras	P/F	P/F	P/F	P/F	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
		Score																				[Redacted]			

2.1.7	Camera Housings with arm 24v AC & pole bracket PoE	Pass/ Fail - Allocation of score compliance										TOTAL SCORE	
		A	B	C	1	2	3	4	5				
		Suitable to house camera and lens in Section 2.1.6	Pole Bracket and Arm are interchangeable for each model	Delivery within 3 Weeks Of Order to IE Site	IP66 Saltwater Resistant	Hinged Side Opening	Heater	Cable Managed Bracket and Sun Cover	Suitable for Pole or wall mount				

2.1.8	Licence Plate Camera	Pass/ Fail - Allocation of score compliance																				TOTAL SCORE		
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17	18
		Bandwidth Management Tool	Design Development Tool	Camera and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to IE Site	H.264 Compression	100 Base T via RJ45 Cat5	PoE	Flicker Control	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Remote Zoom and Focus	Audio IN / OUT	ONVIF S Compliant	IR Illumination	Single Lens to operate between Average Distance to target: 10m (+ or - 2m) to Modulated component for ease of replacement	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66	Suitable for Lamp Post Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment

2.1.9	Thermal Cameras	Pass/ Fail - Allocation of score compliance																				TOTAL SCORE			
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17	18	19
		Bandwidth Management Tool	Design Development Tool	Camera and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to IE Site	H.264 Compression	100 Base T via RJ45 Cat5	PoE	Atthermalised Lens	SNMP	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required	Remote Configuration and Setup	Field of View to be approx 45 deg (H) x 35 deg (V)	Audio IN / OUT	ONVIF S Compliant	Tamper Detection	Built in Video Analytics	External I/O terminals	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66	Suitable for Lamp Post Mount	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100 & EN 60950:2001 - Safety of information technology equipment

2.1.10	Intercoms	Pass/ Fail - Allocation of score compliance															TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	
		Intercoms and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to IE Site	Bandwidth Management Tool	Delivery within 3 Weeks Of Order to IE Site	H.264 Compression	100 Base T via RJ45 Cat5	PoE	Flicker Control	SNMP	Audio IN / OUT with echo cancellation and noise reduction	ONVIF S Compliant	ROHS, WEEE & CE Compliant	Minimum Weather Rating of IP66, Impact Rating of IK10	Electromagnetic Immunity EN 55024, EN 55022	Electromagnetic Emissions EN 6100	

2.1.11	Encoders	Pass/ Fail - Allocation of score compliance															TOTAL SCORE
		A	B	C	D	1	2	3	4	5	6	7	8	9	10	11	
		Encoders and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to IE Site	BNC NTSC/PAL 1V P-P	100 Base T via RJ45 Cat5	PoE and 24v ac	Audio IN / OUT and External I/O Terminals/Alarms	ONVIF Compliant	RS485 Telemetry interface supporting Pelco P, Pelco D	Privacy Zones	Secure Transmission of Images to NVR, password protection, HTTPS, User access log port based authentication	Remote upload of firmware as required, Configuration and Setup					

2.2	Joystick	Pass/ Fail - Allocation of score compliance					TOTAL SCORE
		A	B	C	D	1	
		Joystick and Viewing Software manufactured by the same company	Delivery within 3 Weeks Of Order to IE Site	Connects to a PC via USB	RoHS Compliant		



2.3 Camera Microphone	Pass/ Fail - Allocation of score compliance	[Redacted]	External rated suitable for above camera or with sufficient protection as outlined in requirements document Delivery within 3 Weeks Of Order to IE Site Price to allow for secure fixing to pole adjacent camera and any cabling/connectors RoHS Compliant Omni Directional DC12V or 24VAC
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TOTAL SCORE  
[Redacted]

2.4 Transmission	Pass/ Fail - Allocation of score compliance	[Redacted]	RJ45 at local interface and CoAx BNC link to remote Complies with IEEE 802.3af PoE MTBF > 100,000Hrs Delivery within 3 Weeks Of Order to IE Site Operate at a dist of 250m with PoE at 100Mbps Operate at a dist of 1200m with Non PoE at 10Mbps CE, RoHS LED Indicators showing Power, Eth Local Link, Extended Link 19" Rack Mountable
		Co-Ax to Ethernet Converter -19" Rack Mount 16 port Co-Ax to Ethernet Converter - 19"Rack Mount 8 port Co-Ax to Ethernet Converter - 19"Rack Mount 4 port Co-Ax to Ethernet Converter - Module 1 port  Twisted Pair Ethernet Extender -19" Rack Mount 16 port Twisted Pair Ethernet Extender - 19"Rack Mount 8 port Twisted Pair Ethernet Extender - 19"Rack Mount 4 port Twisted Pair Ethernet Extender - Module 1 port	

TOTAL SCORE  
[Redacted]

IP68 External Housing	Pass/ Fail - Allocation of score compliance	[Redacted]	Suitable to house kit as per 2.4 at camera end Price to include suitable glands as required Price to include Pole mount adaptors
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TOTAL SCORE  
[Redacted]

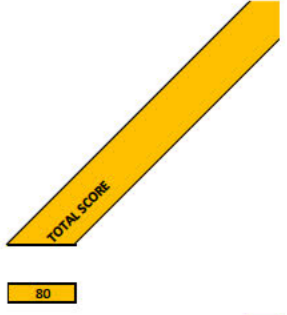
2.5.1 Software	Pass/ Fail - Allocation of score compliance	[Redacted]	Bandwidth Management Tool Open Development Tool Cameras and Viewing Software manufactured by the same company Delivery within 3 Weeks Of Order to IE Site Users will operate with 8 cameras and equipment in this tender without loss of functionality and with ONVIF S1 Equipment Annual Licence fee Licence can be transferred between Servers Web or list based Power for 36 External access via IOS or Android No Level Access restrictions Remote Engineer configuration of devices via Viewing software Viewing of recorded footage without any requirement to stop current recordings recorded bar to show motion detection System will detect firmware and software updates from new devices and provide the engineer with the option of upgrading devices with new versions, with and without motion activity Configurable duration of recorded footage in days & Continuous recordings automatic failover to redundant server on fail detection Must allow for 1 Recording device to record multiple stations via lamrod team s 1 Gig Network Remote Viewing of all Cameras to a control centre or a regional office Support footage to USB, disk or external device suitable for evidence record and transmit audio via cameras Support views of camera layouts Configured to operate with Alarms for Scenarios Supports of CCTV images Thumbnail Search Config file saved to external device and uploaded to backup pc if main pc fails Minimum of 5 remote viewing clients
		Licence - 4 Cameras Licence - 8 Cameras Licence - 16 Cameras Licence -24 Cameras	

TOTAL SCORE  
[Redacted]

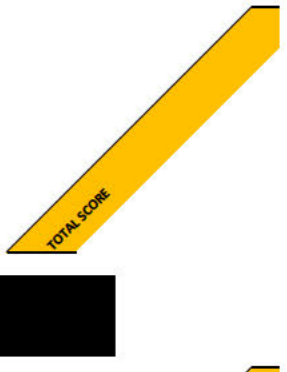
2.5.2 Recorder	Pass/ Fail - Allocation of score compliance	[Redacted]	30 TB Server
		Delivery within 3 Weeks Of Order to IE Site Operate with all elements listed in this tender Remote login from within the IE Network via Remote Desktop or similar - Pre Configured Not less than 30 TB VGA output for Engineering purpose 19" Rack Mountable Fit into 42U Rack 600x800 Minimum RAID 6 Hot swap Hard Drives and Power Supplies Secondary redundant power supply pre fitted No less than 2 1Gb 100Base T Eth Ports RJ45 Fully loaded allow for Max 28 days recording at no less than 6 fps per camera Microsoft Win Server 2016 or greater Set to update time with default gateway per day @02:00hrs RoHS Compliant EN 60950, EN 62311, EN 55024 Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure Compatible with Anti-Virus software	

TOTAL SCORE  
[Redacted]

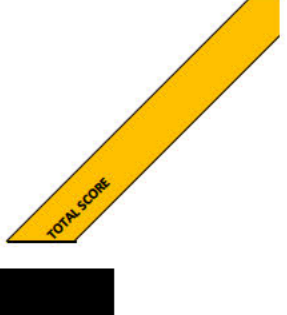
Small Location Recorder	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all Elements listed in this tender Price to include Software/License activation installed Not less than 8 TB Provide Local Viewing 19" Rack Mountable Fit into 42U Rack 600x800 Minimum RAID 5 No less than 2 x 1Gb 100Base T Eth Port RJ45 for network, 8 x RJ45 PoE ports for Cameras USB HDMI and I/O Terminals, Keyboard and mouse Set to update time with default gateway per day @0200hrs. RoHS CE Compliant
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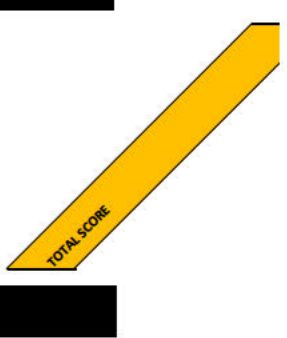
Control Centre Viewing PC 1 Control Centre Viewing PC 2 Engineering PC	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all Elements listed in this tender Pre configured as per Appendix A Price to include Software/License activation installed Not less than 8 GB 4 X HDMI or DVI monitor outputs - For PC1 2 X HDMI or DVI monitor outputs - For PC2 1 X HDMI or DVI monitor outputs - For Eng PC 64 Bit machine i5 processor or better Windows 10 or greater Provide Play Back (Video and Audio) and regional archiving Integrate with and Analytics and Alarm on detection Voice Announcements by operator No less than 2 x 1Gb 100Base T Eth Port RJ45 Set to update time with default gateway per day @0200hrs. RoHS CE Compliant
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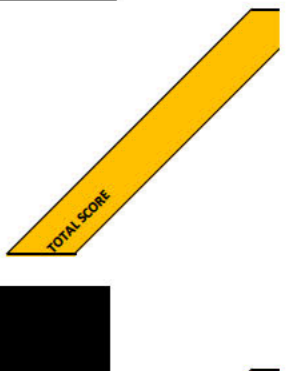
Laptop	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all Elements listed in this tender Price to include Laptop Rack Sack Price to include Software/License activation installed Not less than 8 GB 4 X HDMI or DVI monitor outputs - For PC1 2 X HDMI or DVI monitor outputs - For PC2 1 X HDMI or DVI monitor outputs - For Eng PC 64 Bit machine i5 processor or better Windows 10 or greater Provide Play Back (Video and Audio) and regional archiving USB, WiFi Voice Announcements by operator 1 x 1Gb 100Base T Eth Port RJ45 Remote export of recordings to CD or USB RoHS CE Compliant
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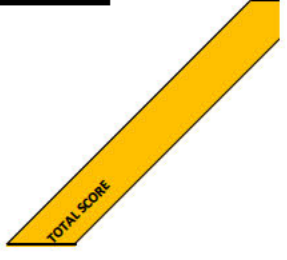
Microphone	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all PCs listed in this tender Goose Neck CE Approved
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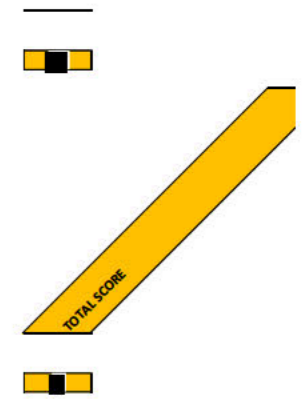
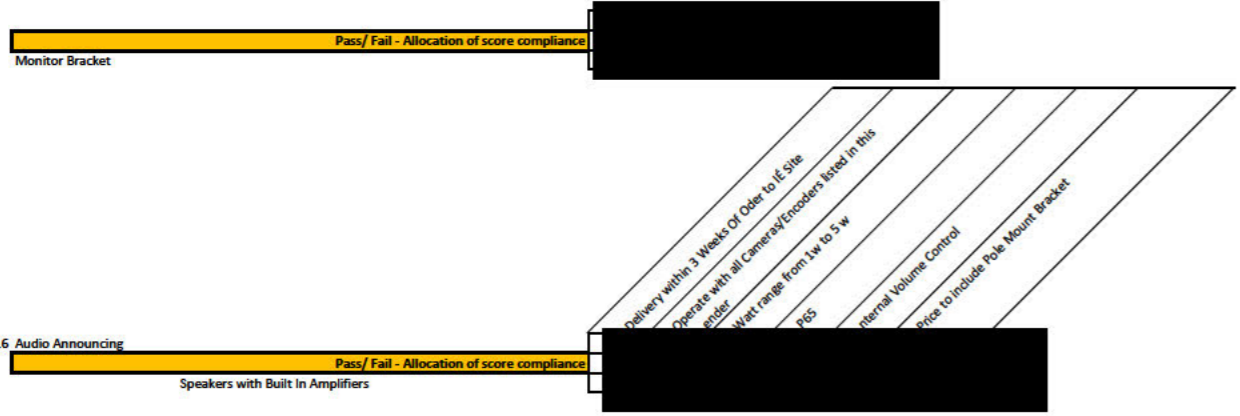
Monitors Approx 20" Approx 24" Approx 30"	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all PCs listed in this tender Wall or Desk Mounted Audio Out CE Approved
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Monitors	Pass/ Fail - Allocation of score compliance	Delivery within 3 Weeks Of Order to iE Site Operate with all Monitors listed in this tender Wall Mount Free movement in Vertical and Horizontal Viewing angle can be locked in place.
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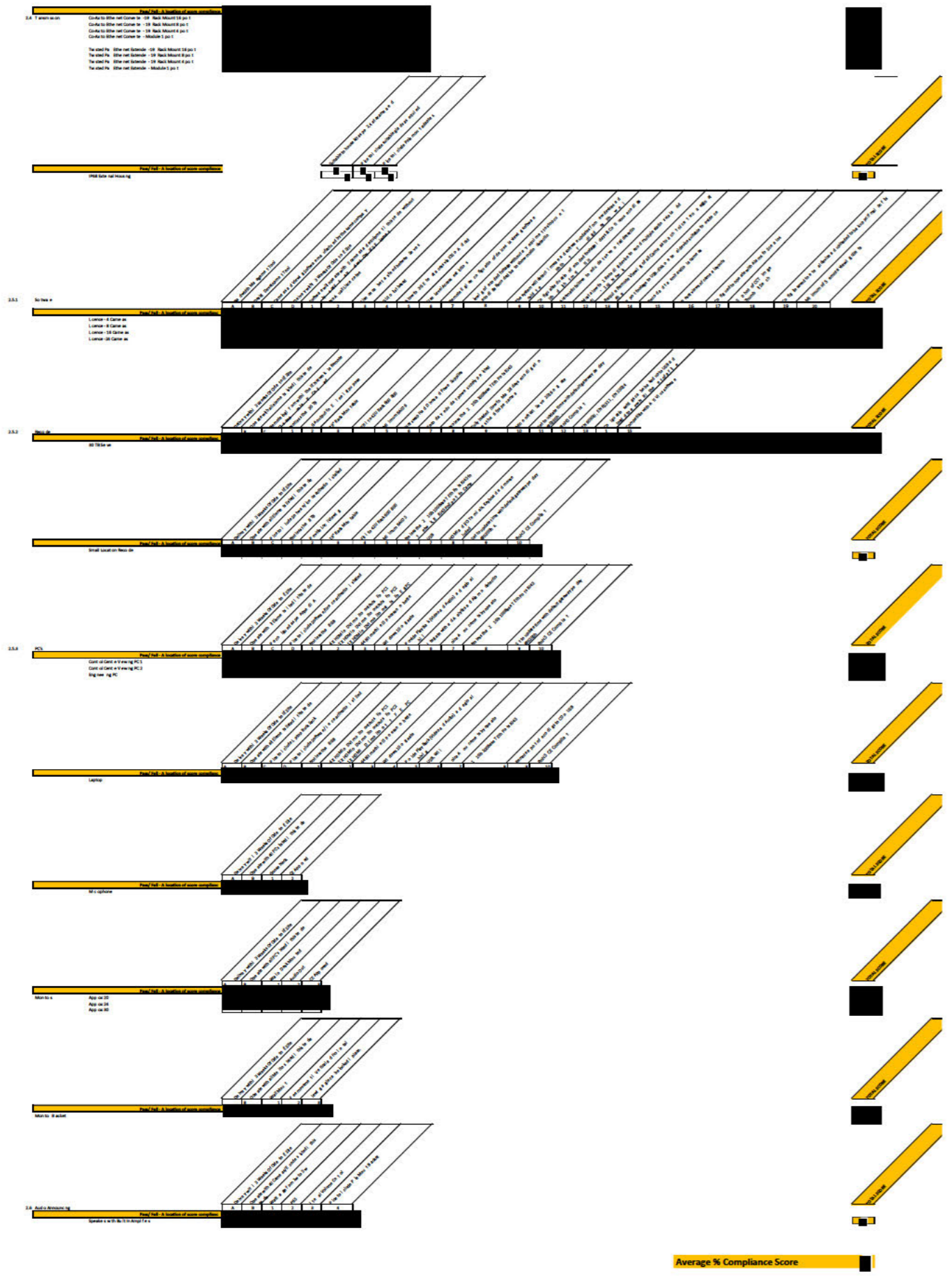


2.5.3



Average % Compliance Score





Average % Compliance Score

## AWARD CRITERIA

<h3>Framework Agreement for the Supply of IP HD Cameras and PTZ CCTV Cameras</h3>
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#### 1. DECISION SOUGHT

Approval of the Board of IE is sought for the award criteria, set out in section 3 below, for the establishment of a Framework Agreement for the Delivery of IP HD Cameras and PTZ CCTV cameras used at level crossings.

This Framework Agreement will operate for a period of three years, with an option to extend the contract for an additional period of two years. Due to the potential requirements over the five year period the estimated value may exceed [REDACTED]

Selection criteria for this process were approved by the IE Board at its meeting on **27th August 2018**.

#### 2. BACKGROUND

The current contract expires in May 2019, This framework will be used for project deliver. This includes the following two lots,

Services	Lots
Lot 1 “THE SUPPLY OF IP HD CAMERAS” (multi supplier for each lot)	Lot 1 <u>IP HD Cameras</u>
	Project Manager [REDACTED]
	Estimated spend per annum [REDACTED]
Lot 2 “THE SUPPLY PTZ CCTV CAMERAS” (multiple supplier for each lot)	Lot 2 <u>PTZ CCTV Cameras</u>
	Project Manager [REDACTED]
	Estimated spend per annum: [REDACTED]

Lot One: Supply of IP HD Cameras

This equipment is required to upgrade current composite CCTV sites and integrate with current IP CCTV sites. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:

- Bullet cameras
- HD Dome cameras
- HD Micro cameras

Wide angle / panoramic cameras  
Licence plate cameras  
Relevant accessories for all cameras and equipment

#### Lot Two: Supply of PTZ CCTV Cameras for use at Level Crossings

This equipment is required to replace existing stationary cameras currently in use at Level Crossings, will be controlled from an equipment room located at Level Crossings and viewed remotely by a signalman. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:  
Analogue image with low voltage power supply.

Lens with a minimum of 64 degree wide angle

Pole top and wall mounts

Pelco P 9600 control protocol

A wiper which can be triggered remotely by a dry contact separate from the keyboard.

Following restart after power loss/reset, the camera must automatically move to a preset location.

Capability to operate at a distance of 80m from its power supply and connection junction box.

The height of the on-screen text must take up approximately 6 percent of the screen.

It must be possible to position the text at any position on the screen

The requirement for both Lots includes the supply of Cameras associated hardware and software to various locations including but not limited Limerick, Dublin, Cork and West Port. The requirement is supply and delivery of equipment only; design, installation and maintenance are not required under either Lot of this Framework Agreement.

The evaluation of pre-qualification submissions has been completed and all candidate expressed interest have met requirement and been shortlisted. Please see Appendix 1 for shortlisted candidates. Accordingly IE Board approval is now being sought for the following award criteria which will be applied for admission to the framework agreements.

### 3. AWARD CRITERIA

The following award criteria are proposed:

#### Lot 1 IP HD CAMERAS

Item	Criterion	Weighting	Minimum Rule
			<b>A minimum of 40% of the points available in each c</b>
1	<b>Cost</b>	<b>50%</b>	

2	<b>Expertise of Proposed Resource</b>	<b>20%</b>	Candidates should demonstrate the expertise of the proposed resource : <ul style="list-style-type: none"> <li>• Expertise and qualifications of the proposed resource of delivering projects with requirements as identified in the Specification</li> <li>• Proposed project team structure</li> </ul>
3	<b>Project Methodology</b>	<b>15%</b>	Tenderers must demonstrate proposed project methodology, this should include, but is not limited to, outline project plan, risk management, and change management approach.
4	<b>Service Transition Approach</b>	<b>15%</b>	Tenderers must demonstrate proposed approach for service transition, this should include but not limited to approach to end user training, go live support, warranty periods and run book.
	<b>Total</b>	<b>100%</b>	

#### Lot 2 PTZ CCTV Cameras

Item	Criterion	Weighting	Minimum Rule
			<b>A minimum of 40% of the points available in each criterion 2 and 3 below must be achieved.</b>
1	<b>Cost</b>	<b>50%</b>	
2	<b>Expertise of Proposed Resource</b>	<b>20%</b>	Candidates should demonstrate the expertise and qualification of the proposed resource: <ul style="list-style-type: none"> <li>• Expertise of the proposed resource of delivering support with requirements as identified in the Specification</li> <li>• Proposed support structure</li> </ul>
3	<b>Service management approach</b>	<b>30%</b>	Tenderers must demonstrate proposed approach on support service management, including but not limited to: <ul style="list-style-type: none"> <li>• Service Standards (ITIL , DevOps etc)</li> <li>• Service level agreement (SLA)</li> <li>• Incident management</li> <li>• Change management</li> <li>• Release Management</li> <li>• Service transition</li> <li>• Proactive System monitoring approach</li> <li>• Billing</li> </ul>
	<b>Total</b>	<b>100%</b>	

The relative weighting of the cost / quality ratio which is currently set at 50/50 for the establishment of the framework is proposed.





Code of Conduct for Suppliers & Business Partners  
of  
the CIE Group



## 1. Guiding Principles

The guiding principles governing our employees relationship with our Business Partners,<sup>1</sup> which are detailed in the CIÉ Group Code of Business Ethics for Employees, include;

<sup>1</sup> Defined as suppliers, contractors, service providers and consultants (including their employees, servants, agents and sub-contractors)

1. Integrity
2. Confidentiality of information
3. Legality
4. Disclosure of Interest
5. Loyalty
6. Fairness
7. Consideration for work/external environment

These principles apply equally to our Business Partners. The purpose of this document is to inform our Business Partners of expectations in relation to conducting business or seeking to conduct business with the CIÉ Group of companies.

## 2. Basis of purchasing decisions

Purchasing decisions and contract awards are made **solely** on the basis of the offers submitted, in accordance with the award criteria for the particular tender or request for quotation. At all times any impropriety, or even the perception of any impropriety, must be avoided.

## 3. Responsibilities of our Business Partners

CIÉ Group's Business Partners are required to comply with this Code of Conduct for Suppliers and must ensure that all of their employees, sub-contractors and agents, who come in contact with CIÉ are made aware of, and comply with this Code of Conduct. The Statement of Commitment (see Appendix 1) must be signed off by all Business Partners who conduct or wish to conduct business with the CIÉ Group of companies.

## 4. Main Requirements.

### a. Bribes, Kickbacks and Commissions

- These are PROHIBITED.
- They may not be given, received, offered or solicited; whether directly or indirectly through a third party.

### b. Gifts and Hospitality

- Gifts are not necessary nor are they expected
- Where gifts are given, they should be infrequent and of nominal value. The maximum total value of gifts that can be accepted by a CIÉ Group company employee is €65.
- In the event of gifts of higher value (e.g. Christmas Hampers) being received by employees, it is company policy that the employee advises their supervisor or manager and returns the gift.
- CIÉ Group company employees are prohibited from soliciting gifts or favours from Business Partners and any such requests should be advised to the company (see 4g below).

### **c. Hospitality**

- Hospitality should be modest and appropriate to the business situation
- The provision of overnight accommodation, overseas travel, motor vehicles or use of motor vehicles is PROHIBITED.
- Meals may be provided in the business context, such as when an employee is on a visit to a business partners premises, but they should not be lavish or overly expensive or frequent.
- Employees are obliged to report all offers of hospitality to their supervisor

### **d. Conflict of Interest**

- CIE Group company employees and Business Partners must avoid any situation that is, or may be perceived as, a Conflict of Interest.
- CIE Group company employees must represent CIE's best interests and both the employee and the Business Partner are required to disclose the following:
  - ✓ Any close relationship that could affect the business relationship or a business decision
  - ✓ Any common business interests
  - ✓ Close family ties with persons who can influence the business decision.

### **e. Use of CIE Group Company names or logos**

1. Business Partners may not use the names or logos of Coras Iompair Éireann or any of its subsidiary companies without prior specific written permission of the Company Secretary.
2. This is dealt with in detail in our Conditions of Contract.

### **f. Attempt to canvass or influence a Purchase Decision**

1. Any improper attempt to influence a purchasing decision or to canvass can, and will, lead to exclusion from the tender process and other actions.
2. This is dealt with in detail in our Conditions of Tender.

### **g. Confidentiality and Reporting**

1. Business Partners are required to report concerns regarding ethical issues or violations of this Code of Conduct by an employee of any CIE Group company, by their employees, or by a third party to:

The Head of Internal Audit, CIE Group, Áras Éanna, 60 Gardiner Street Lower, Dublin 1

or

The Chief Financial Officer, Iarnród Éireann, Connolly Station, Dublin 1

or

Group Chief Financial Officer, CIE, Heuston Station, Dublin 8

2. Preferably in writing
3. Signed is preferable and confidentiality will be assured, but anonymous claims will also be investigated.
4. If you make a signed report, and do not get a prompt acknowledgement and response, please contact the Chief Executive Officer, Iarnród Éireann, Connolly Station, Dublin 1 directly.
5. If you require direction or advice in respect on any aspect of the Code, please contact the Manager, Procurement & Materials, Iarnród Éireann, CIE Works, Inchicore, Dublin 8. {Telephone (+353) 1 7033714}.

### **h. Consequences**

1. CIE will treat substantiated contraventions of this Code of Conduct as a serious matter.

#### **i. Contracts / Purchase Orders**

1. It is CIE's policy and practice to issue an official purchase order prior to supply of materials or services or the commitment of resource by a supplier
2. In addition, for major contracts, a formal contract must be executed by the parties prior to commencement.
3. Invoices will not be processed without a valid purchase order
4. Accurate records (timesheets, delivery notes, etc.) must be kept and produced on request – falsification of records is PROHIBITED.
5. CIE Group companies pay only on verified receipt of goods, works or services.

#### **j. Drugs and Alcohol Policy**

1. Suppliers and business partners are bound by the CIE Group's Drugs and Alcohol Policy
2. The policy seeks to prevent accidents or damage to property, arising through oversights and errors of judgement as a result of the consumption of alcohol or drugs by staff, or Business Partners
3. Working on CIE property under the influence of alcohol or drugs is strictly prohibited.
4. Suppliers and service providers must ensure that all of their staff who work on CIE sites are familiar with this policy on drugs and alcohol and have systems in place to ensure that their employees abide by the policy.
5. Random testing of staff, suppliers, contractors and service providers will be undertaken and action taken against any staff member or supplier found to be in breach.

### **5. Summary**

It is CIE Group's objective that all our business is conducted with uncompromising fairness, integrity and professionalism; with

- Strict compliance with the legal requirements of Irish and EU law
- Fair and open competitions
- Neither actual, nor perceived, conflict of interest.

## Statement of Commitment to the Coras Iompair Éireann Code of Conduct for Suppliers

We, (NAME OF COMPANY) \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

undertake to fully implement the requirements in this Code of Conduct for Suppliers and Business Partners in respect of all our dealings with CIÉ. We confirm our acceptance of the CIÉ Drugs and Alcohol Policy. We understand that breaches of this Code may lead to our organisation being excluded from participation in future tenders.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Please print): \_\_\_\_\_ TEL: \_\_\_\_\_

POSITION: \_\_\_\_\_

Signed (Director or Company Secretary): \_\_\_\_\_

Name (in BLOCK CAPITALS): \_\_\_\_\_

Date: \_\_\_\_\_


**AFFIX Company Stamp**

**Please return this signed and completed page with your tender.**

**Re: Procurement Process: 7192 CCTV Framework Lot 1,**  
**Supply of Internet Protocol (IP) Video Surveillance (VSS) Closed**  
**Circuit Television (CCTV) High Definition (HD) Cameras,**  
**Associated Hardware & Software**

**CONFLICT OF INTEREST DECLARATION <sup>1</sup>**

**For Staff involved in a Procurement Process of Iarnród Éireann**  
**involving Pre-Qualification Selection Evaluation and/or a Tender**  
**Evaluation**

I , being a member of the staff of Iarnród Éireann and having been called upon to participate in the evaluation of the above referenced tender process to make recommendations on:

1. the selection of successful and unsuccessful candidates at pre-qualification (PQQ) stage; and /or
2. to subsequently evaluate tenders in order to identify successful and unsuccessful tenderers at tender evaluation and contract award stage,

**DO HEREBY DECLARE AS FOLLOWS:**

*[Please complete either Declaration A or Declaration B]*

**DECLARATION A**

- (1) I hereby confirm and declare that to the best of my knowledge I do not have an actual or potential conflict of interest, nor have I been involved in any activity or arrangement or situation that could be perceived as a conflict in interest, and I do not have, either directly or indirectly, a financial, economic or other personal interest which would or could place me in a conflict of interest (actual, potential, or perceived), in relation to my participation in the procurement

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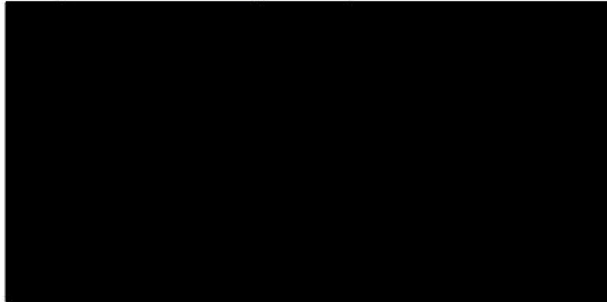
<sup>1</sup> Reference should be made to the Guidance Notes attached before completing this Declaration

process the subject of this Declaration, either at PQQ stage or at tender evaluation and contract award stage .

- (2) I undertake to declare to and keep the Chief Procurement Officer of Iarnród Éireann informed immediately of any change in my circumstances, which could or might lead to a conflict of interest, actual, potential or perceived, in relation to the procurement process the subject of this Declaration and I understand that it is my responsibility to do so.
- (3) I understand that I may be required to step aside and not take part, or not take any further part in the procurement process the subject of this Declaration, in the event of any conflict of interest, actual, potential or perceived relating to me.
- (4) I undertake also to maintain the total confidentiality, ( save for any disclosure that may be required by law including the Freedom of Information Act 2014, and as may permitted by the procurement process under procurement law), of all procurement related information which comes to my notice.

Signed:

NAME (BLOCK CAPITALS):



Date:

18-11-19

**OR**

**DECLARATION B**

- (1) I confirm and declare that I do have a conflict of interest in relation to participating in the evaluation process of the procurement process the subject of this Declaration and the nature of this conflict of interest (actual, potential or perceived) is as set out below:

*[set out nature of conflict of interest, actual, potential or perceived ]*

- (2) I agree and undertake to notify the Chief Procurement Officer of Iarnród Éireann immediately of any changes to the interest declared at B(1) above.

Signed:

\_\_\_\_\_

NAME (BLOCK CAPITALS):

\_\_\_\_\_



Date: \_\_\_\_\_

## **GUIDANCE NOTES TO CONFLICT OF INTEREST DECLARATION FOR PARTICIPATING IN PROCUREMENT PROCESSES OF IARNRÓD ÉIREANN**

- 1 These Guidance Notes are intended for your general assistance only and are not intended to constitute legal advice or a legal interpretation of the national rules on procurements where contract values are below EU thresholds, or on the EU Procurement law as set out in the Utilities Directive 2014/25/EU and the Utilities Regulations 2016 (the European Union (Award of Contracts by Utility Undertakings) Regulations 2016).
- 2 This Declaration is specific to procurement processes being run by Iarnród Éireann. It is separate from any Code of Conduct/Code of Ethics that employees of the CIE Group are required to adhere to from time to time, including any declarations that employees of CIE Group (which include employees of Iarnród Éireann) are or may be required to complete from time to time under those policies and procedures.
- 3 A conflict of interest can be “actual”, “potential” or “perceived”. The Utilities Directive (Article 42) and the Utilities Regulations (Regulation 41) cover all of these types of conflicts of interest. In general terms:  
“actual”: where a conflict of interest already exists;  
“potential”: where a conflict of interest either could happen, or is about to happen;  
“perceived”: where the applicants or tenderers involved in a procurement process might reasonably think that a person has been compromised.

A conflict of interest could be positive or negative, i.e. you could be seen to favour or benefit someone, or be against them and disadvantage them.


An example of a conflict of interest would be where a person has, either directly or indirectly, a financial, economic or other personal interest which has, or which could be perceived to compromise his/her impartiality and independence in the procurement procedure.

Examples would be (without limitation): a shareholding or other interest in a bidder entity or any member of their consortium (e.g. a director, manager or member of their executive or former employee), or a relative (including in-laws, and spouses of relatives, children, grandchildren, stepchildren, spouses of children, grandchildren stepchildren) who is involved with (e.g. as a consultant or director, or shareholder) a bidder or any member of their consortium, or where a person may have been a former employee or adviser of any bidder or any member of their consortium.

**Re: Procurement Process: 7192 CCTV Framework Lot 1,  
Supply of Internet Protocol (IP) Video Surveillance (VSS) Closed  
Circuit Television (CCTV) High Definition (HD) Cameras,  
Associated Hardware & Software**

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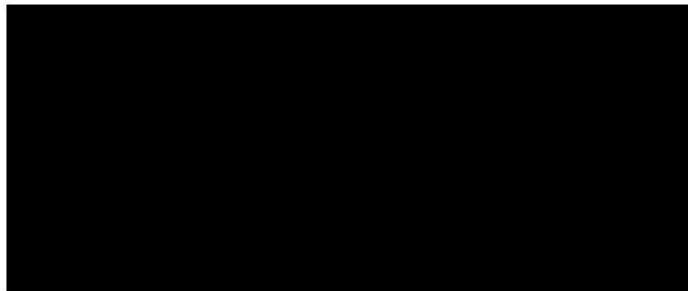
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- (4) I undertake also to maintain the total confidentiality, ( save for any disclosure that may be required by law including the Freedom of Information Act 2014, and as may permitted by the procurement process under procurement law), of all procurement related information which comes to my notice.

Signed:

NAME (BLOCK CAPITALS):



Date:

15/11/2019

**OR**

#### **DECLARATION B**

- (1) I confirm and declare that I do have a conflict of interest in relation to participating in the evaluation process of the procurement process the subject of this Declaration and the nature of this conflict of interest (actual, potential or perceived) is as set out below:

*[set out nature of conflict of interest, actual, potential or perceived ]*

- (2) I agree and undertake to notify the Chief Procurement Officer of Iarnród Éireann immediately of any changes to the interest declared at B(1) above.

Signed:

\_\_\_\_\_

NAME (BLOCK CAPITALS):

\_\_\_\_\_

Date: \_\_\_\_\_

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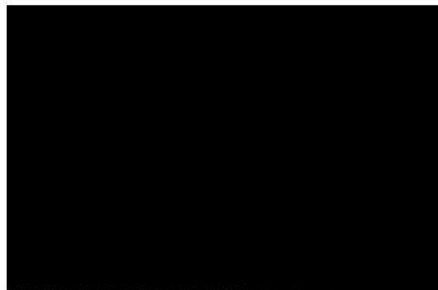
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\_\_\_\_\_, being a member of the staff of Iarnród Éireann and  
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**DO HEREBY DECLARE AS FOLLOWS:**

*[Please complete either Declaration A or Declaration B]*

**DECLARATION A**

- (1) I hereby confirm and declare that to the best of my knowledge I do not have an actual or potential conflict of interest, nor have I been involved in any activity or arrangement or situation that could be perceived as a conflict in interest, and I do not have, either directly or indirectly, a financial, economic or other personal interest which would or could place me in a conflict of interest (actual, potential, or perceived), in relation to my participation in the procurement

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<sup>1</sup> Reference should be made to the Guidance Notes attached before completing this Declaration

process the subject of this Declaration, either at PQQ stage or at tender evaluation and contract award stage .

- (2) I undertake to declare to and keep the Chief Procurement Officer of Iarnród Éireann informed immediately of any change in my circumstances, which could or might lead to a conflict of interest, actual, potential or perceived, in relation to the procurement process the subject of this Declaration and I understand that it is my responsibility to do so.
- (3) I understand that I may be required to step aside and not take part, or not take any further part in the procurement process the subject of this Declaration, in the event of any conflict of interest, actual, potential or perceived relating to me.
- (4) I undertake also to maintain the total confidentiality, ( save for any disclosure that may be required by law including the Freedom of Information Act 2014, and as may permitted by the procurement process under procurement law), of all procurement related information which comes to my notice.

**Signed:**

\_\_\_\_\_

**NAME (BLOCK CAPITALS):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**OR**

**DECLARATION B**

- (1) I confirm and declare that I do have a conflict of interest in relation to participating in the evaluation process of the procurement process the subject of this Declaration and the nature of this conflict of interest (actual, potential or perceived) is as set out below:

*[set out nature of conflict of interest, actual, potential or perceived ]*

- (2) I agree and undertake to notify the Chief Procurement Officer of Iarnród Éireann immediately of any changes to the interest declared at B(1) above.

**Signed:**

\_\_\_\_\_

**NAME (BLOCK CAPITALS):**

\_\_\_\_\_

Date: \_\_\_\_\_

## **GUIDANCE NOTES TO CONFLICT OF INTEREST DECLARATION FOR PARTICIPATING IN PROCUREMENT PROCESSES OF IARNRÓD ÉIREANN**

- 1 These Guidance Notes are intended for your general assistance only and are not intended to constitute legal advice or a legal interpretation of the national rules on procurements where contract values are below EU thresholds, or on the EU Procurement law as set out in the Utilities Directive 2014/25/EU and the Utilities Regulations 2016 (the European Union (Award of Contracts by Utility Undertakings) Regulations 2016).
- 2 This Declaration is specific to procurement processes being run by Iarnród Éireann. It is separate from any Code of Conduct/Code of Ethics that employees of the CIE Group are required to adhere to from time to time, including any declarations that employees of CIE Group (which include employees of Iarnród Éireann) are or may be required to complete from time to time under those policies and procedures.
- 3 A conflict of interest can be “actual”, “potential” or “perceived”. The Utilities Directive (Article 42) and the Utilities Regulations (Regulation 41) cover all of these types of conflicts of interest. In general terms:  
“actual”: where a conflict of interest already exists;  
“potential”: where a conflict of interest either could happen, or is about to happen;  
“perceived”: where the applicants or tenderers involved in a procurement process might reasonably think that a person has been compromised.

A conflict of interest could be positive or negative, i.e. you could be seen to favour or benefit someone, or be against them and disadvantage them.

An example of a conflict of interest would be where a person has, either directly or indirectly, a financial, economic or other personal interest which has, or which could be perceived to compromise his/her impartiality and independence in the procurement procedure.

Examples would be (without limitation): a shareholding or other interest in a bidder entity or any member of their consortium (e.g. a director, manager or member of their executive or former employee), or a relative (including in-laws, and spouses of relatives, children, grandchildren, stepchildren, spouses of children, grandchildren stepchildren) who is involved with (e.g. as a consultant or director, or shareholder) a bidder or any member of their consortium, or where a person may have been a former employee or adviser of any bidder or any member of their consortium.

## Contract notice – utilities

### Supplies

Directive 2014/25/EU

### Section I: Contracting entity

#### I.1) Name and addresses

Iarnrod Eireann-Irish Rail

N/A

Procurement, CIE Works,

Dublin 8

Inchicore

IE

Contact person: Richard Latimer

E-mail: richard.latimer@irishrail.ie

NUTS code: IE - IRELAND

#### Internet address(es):

Main address: [www.irishrail.ie](http://www.irishrail.ie)

Address of the buyer profile: [https://irl.eu-](https://irl.eu-supply.com/ctm/Company/CompanyInformation/Index/433)

[supply.com/ctm/Company/CompanyInformation/Index/433](https://irl.eu-supply.com/ctm/Company/CompanyInformation/Index/433)

#### I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at:

[http://irl.eu-supply.com/app/rfq/rwlenrance\\_s.asp?](http://irl.eu-supply.com/app/rfq/rwlenrance_s.asp?)

PID=145888&B=ETENDERS\_SIMPLE

Additional information can be obtained from the abovementioned address:

Tenders or requests to participate must be submitted electronically via: [http://irl.eu-supply.com/app/rfq/rwlenrance\\_s.asp?](http://irl.eu-supply.com/app/rfq/rwlenrance_s.asp?)

PID=145888&B=ETENDERS\_SIMPLE

Tenders or requests to participate must be submitted to the abovementioned address

#### I.6) Main activity

Railway services

### Section II: Object

#### II.1) Scope of the procurement

##### II.1.1) Title

Framework Agreement for the Supply of IP HD Cameras and PTZ CCTV Cameras

Reference number: 7192

##### II.1.2) Main CPV code



38651000 - Cameras

**II.1.3) Type of contract**

Supplies

**II.1.4) Short description**

This is a call to competition by IE for the establishment of a Framework Agreement for The Supply of IP HD Cameras and PTZ CCTV Cameras.

This is Single Supplier Framework Agreement with two Lots:

Lot One: Supply of IP HD Cameras

Lot Two: Supply of PTZ CCTV Cameras

The requirement for both Lots includes the supply of Cameras associated hardware and software to various locations including but not limited Limerick, Dublin, Cork and Westport. The requirement is supply and delivery of equipment only; design, installation and maintenance are not required under either Lot of this Framework Agreement.

As this is a single Supplier Framework, one Supplier will be the sole supplier for each Lot. Bidders are able to bid for both Lots.

Spend and quantities of equipment under both Lot are not guaranteed under this Framework.

**II.1.5) Estimated total value**

Value excluding VAT: 4150750.00 EUR

**II.1.6) Information about lots**

This contract is divided into lots: yes

Tenders may be submitted for all lots

**II.2) Description**

**II.2.1) Title**

Supply of IP HD Cameras

Lot No: 1

**II.2.2) Additional CPV code(s)**

35125300 - Security cameras

92222000 - Closed circuit television services

**II.2.3) Place of performance**

NUTS code: IE - IRELAND

**II.2.4) Description of the procurement**

Lot One: Supply of IP HD Cameras

This equipment is required to upgrade current composite CCTV sites and integrate with current IP CCTV sites. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:

- Bullet cameras
- HD Dome cameras
- HD Micro cameras
- Wide angle / panoramic cameras
- Licence plate cameras
- Relevant accessories for all comers and equipment

**II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

**II.2.6) Estimated value**

Value excluding VAT: 3960000.00 EUR

**II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months: 36

This contract is subject to renewal: yes

Description of renewals:

an option to extend for up to 24 months.

**II.2.10) Information about variants**

Variants will be accepted: no

**II.2.11) Information about options**

Options: no

**II.2.13) Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds: no

**II.2) Description**

**II.2.1) Title**

Supply of PTZ CCTV Cameras

Lot No: 2

**II.2.2) Additional CPV code(s)**

35125300 - Security cameras

92222000 - Closed circuit television services

**II.2.3) Place of performance**

NUTS code: IE - IRELAND

**II.2.4) Description of the procurement**

Lot Two: Supply of PTZ CCTV Cameras

This equipment is required to replace existing stationary cameras currently in use at Level Crossings, will be controlled from an equipment room located at Level Crossings and viewed remotely by a signalman. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:

- Analogue image with low voltage power supply.
- Lens with a minimum of 64 degree wide angle
- Pole top and wall mounts
- Pelco P 9600 control protocol
- A wiper which can be triggered remotely by a dry contact separate from the keyboard.
- Following restart after power loss/reset, the camera must automatically move to a preset location.
- Capability to operate at a distance of 80m from its power supply and connection junction box.
- The height of the on-screen text must take up approximately 6 percent of the

screen.

- It must be possible to position the text at any position on the screen

**II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

**II.2.6) Estimated value**

Value excluding VAT: 600000.00 EUR

**II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months: 36

This contract is subject to renewal: yes

Description of renewals:

with an option to extend up to 24 months.

**II.2.10) Information about variants**

Variants will be accepted: no

**II.2.11) Information about options**

Options: no

**II.2.13) Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds: no

**Section III: Legal, economic, financial and technical information**

**III.1) Conditions for participation**

**III.2) Conditions related to the contract**

**Section IV: Procedure**

**IV.1) Description**

**IV.1.1) Type of procedure**

Negotiated procedure with prior call for competition

**IV.1.3) Information about a framework agreement or a dynamic purchasing system**

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: 2

**IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement : no

**IV.2) Administrative information**

**IV.2.2) Time limit for receipt of tenders or requests to participate**

Date: 20/05/2019

Local time: 12:00

**IV.2.4) Languages in which tenders or requests to participate may be submitted**

English

**IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months : 6 (from the date stated for receipt of tender)

**Section VI: Complementary information**

**VI.1) Information about recurrence**

This is a recurrent procurement: no

**VI.2) Information about electronic workflows**

Electronic ordering will be used

Electronic payment will be used

**VI.4) Procedures for review**

**VI.4.1) Review body**

Central Office of the High Court

Inns Quay

Dublin

Dublin 7

IE

E-mail: [highcourtcentraloffice@courts.ie](mailto:highcourtcentraloffice@courts.ie)

Internet address: <http://www.courts.ie>

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**From:** Friday 12 April 2019 16:12  
**To:**  
**Subject:** FW: Contract Value

Based on historical spend, he estimates that the value for his Lot would be between [REDACTED] as this is a framework agreement, there is no guaranteed spend under the contract,

Thanks,

---

**From:**  
**Sent:** 12 April 2019 15:38  
**To:**  
**Subject:** RE: Contract Value

---

**From:**  
**Sent:** 12 April 2019 15:17  
**To:**  
**Subject:** FW: Contract Value

Great, thank you.

please could you confirm for the HD camera Lot?

Thanks,

---

**From:**  
**Sent:** 12 April 2019 15:12  
**To:**  
**Subject:** RE: Contract Value

For the PTZ level crossings the existing contract over three years with [REDACTED]. I would expect a similar spend over the next three years. Over 4 years this would be [REDACTED]

---

**From:**  
**Sent:** 11 April 2019 10:42  
**To:**  
**Subject:** Contract Value  
**Importance:** High

Good morning,

I know we do not know quantities of supplies required but do you have an estimate of spend for 4 years based on historical spend? We need this information to put onto the OJEU advert.

I would be grateful if you could respond as soon as possible as we would like to get this issued today.



Stáisiún Uí Chonghaile, Baile Átha Cliath 1, D01 V6V6

Connolly Station, Dublin 1, D01 V6V6

T 01 703 nnnn F 01 703 nnnn E [info@irishrail.ie](mailto:info@irishrail.ie) W [www.irishrail.ie](http://www.irishrail.ie)

**27<sup>th</sup> November 2019**

**Our Ref: 7192 Lot 1**

**Re.: Supply Internet Protocol (IP) Video Surveillance (VSS) Closed Circuit Television (CCTV) High Definition (HD) Cameras and Associated Hardware and Software**

Dear Sir/ Madam,

Further to your expression of interest in RFT 149768 - 7192 Framework Agreement for the Supply of IP HD Cameras and PTZ CCTV Cameras, which was published on E-Tenders and in the OJEU in May 2019 and your subsequent submission of completed Pre-Qualification Questionnaire, Iarnród Éireann now invites you to tender for Lot 1 of the above referenced supply contract in accordance with the following documents:

- Tender Invitation Letter
- IE's Standard Conditions of Tendering for Contract for the Purchase of Goods
- IE's Standard Contract for the Purchase of Goods
- IE Technical Specification for the Supply of IP CCTV
- Pricing Matrix and Compliance Document (*to be returned with Form of Tender and Pricing Document*)
- Code of Conduct for Suppliers and Business Partners
- Declaration of eligibility
- Enquiry /Question and Answer document.

**Acknowledgement of Receipt of Tender**

Please confirm the "Acknowledgement of Receipt of Tender" confirming receipt of the above tender documents and your intention or otherwise to submit a tender for these services via Etenders.

**Tender Queries and Clarifications**

All queries and RFIs must be submitted Via Etenders messenger or email no later than **12.00 hours on 18<sup>th</sup> December 2019.** All queries must be addressed to Richard Latimer [Richard.Latimer@irishrail.ie](mailto:Richard.Latimer@irishrail.ie)

**Insurances**

Please note that successful tenderer must provide evidence of the minimum insurance levels set out in Schedule D to the Contract, prior to contract award.

**Tender Returns**

Your completed Tender Submission and any supporting documentation should be submitted via eTender on later than **12.00 hours on 9th January 2020.**

Yours sincerely,

Richard Latimer  
ICT Category Buyer  
Iarnród Éireann

Procurement, Inchicore Works, Dublin 8  
An Roinn Soláthar, Inse Chór, Baile Átha Cliath 8  
T 01 703 3721 E li.qian@irishrail.ie W www.irishrail.ie

**To** Colm Reynolds and  
**From** LI Qian  
**Pages** 3  
**Re** 7192 Framework Agreement for CCTV Cameras

**Selection Criteria**

I would be obliged if you would approve the proposed Selection Criteria and Weightings in connection with the above referenced contract as per the CIE Group procurement Policies and Procedures table below.

**Lot 1: HD Cameras**  
**Lot 2: PTZ Cameras**

**Estimated Contract Value:**

[REDACTED]

**Average annual value of Contract**

[REDACTED]

**Contract duration:**

3 years with extended 1 year plus 1 year option.

**Minimum turnover required:**

Lot 1: [REDACTED] for the past 3 financial year ends  
Lot 2: [REDACTED] for the past 3 financial year ends

**Project Managers:**

Lot 1: [REDACTED]  
Lot 2: [REDACTED]

**Station Services System Engineer:**

[REDACTED]

**Director Infrastructure Manager:**

[REDACTED]

**CPO: Colm Reynolds**

[REDACTED]



<b>Minimum Qualification Criteria</b>	
<b>Financial Standing</b>	<p><b>Lot 1: Supply of HD Cameras</b> Please provide details of the annual turnover which must equal or exceed [REDACTED] per annum for the last three audited financial year ends.</p> <p><b>Lot 2: Supply of PTZ Cameras</b> Please provide details of the annual turnover which must equal or exceed [REDACTED] per annum for the last three audited financial year ends.</p>
<b>Declaration of Eligibility</b>	A Declaration of Eligibility must be signed by a company director.

<b>Further + Criteria</b>		
<b>Criterion</b>	<b>Weighting %</b>	<b>Criterion Requirements</b>
<b>Relevant Experience of Applicant</b>	65% 650 points total	<p><b>Please provide details of your relevant experience of the provision of the following:</b></p> <p>Lot 1: Supply of HD Cameras Lot 2: Supply of PTZ Cameras</p> <p>Applicants must score a minimum of 40% of the allocated score under this criteria.</p>
<b>Company Resources</b>	15% 150 points total	<p><b>Please provide details of your Company Resources (management, administration, delivery) of the provision of the following:</b></p> <p>Lot 1: Supply of HD Cameras Lot 2: Supply of PTZ Cameras</p> <p>Applicants must score a minimum of 40% of the allocated score under this criteria.</p>
<b>Quality Management Systems and Environmental Policy</b>	15% 150 points total	<p>Please provide details of your Quality Management System including Quality Management Documents, ISO Accreditation and details of auditing, Environmental Policies, Environmental ISO Accreditation and Environmental auditing.</p> <p>Applicants must score a minimum of 40% of the allocated score under this criteria.</p>
<b>Health and Safety</b>	5% 50 points total	Please confirm company's compliance with the outlined Health and Safety Legislation (Safety, Health and Welfare at Work Act 2005, Safety, Health and Welfare at General Application

		<p>Regulations(2007), All current relevant Safety and Health (Construction) Regulations 2013 (where applicable). Please provide details of Company Safety Statement and the Company Safety Officer.</p> <p>Applicants must score a minimum of 40% of the allocated score under this criteria.</p>
Total	100%	

**Table 2 Authority Levels for Selection and Award Criteria Iarnród Éireann**

CIE Group – Procurement Policies & Procedures February 2014 Addendum to Issue December 2012

Expected Contract Value €m	Purchasing Process Approval	Function/Technical Approval	External Approval 1	External Approval 2
Up to €1m	Procurement Executive*	Function/Project Manager or nominated delegate**	N/A	N/A
€1m - €2m	CPO or nominated delegate*	Function/Project Manager	Senior Business Manager Reporting to CEO	N/A
€2m - €5m Selection Criteria	CPO	Function/Project Manager	Senior Business Manager Reporting to CEO	N/A
€2m - €5m Award Criteria	CPO	Senior Business Manager*** reporting to CEO	Iarnród Éireann Board	
Greater than €5m	CPO	Senior Business Manager*** reporting to CEO	Iarnród Éireann Board	C.I.E. Board

**Notes:**

\*Nominated by the relevant Procurement Manager.

\*\*Nominated by the relevant Function Manager/Technical Manager/Programme Manager etc.

\*\*\*Senior Business Manager is defined as the Manager who is responsible for the business unit executing the contract and who reports directly to the Managing Director/Chief Executive Officer

**DECLARATION OF ELIGIBILITY in relation to the Exclusion Grounds**

**DECLARATION (AS PER REGULATION 89(1) OF THE EUROPEAN UNION (AWARD OF CONTRACTS BY UTILITY UNDERTAKINGS) REGULATIONS 2016**

**TENDERERS PLEASE NOTE No 1:** Where the Tenderer is a Consortium or Grouping, **EACH** Member of the Consortium/Grouping (as identified at Part 1.2) **MUST COMPLETE A DECLARATION OF ELIGIBILITY SEPARATELY** and where a Tenderer proposes to use subcontractors, the Tenderer shall provide a Declaration of Eligibility duly completed (with all supporting documentation where required), in respect of each subcontractor.

**TENDERERS PLEASE ALSO TAKE ACCOUNT OF NOTE No 2** set out at the end of this Declaration, when completing this Declaration.

**TENDERERS PLEASE REFER TO NOTE No 3** set out at the end of the Declaration, before executing this Declaration.

**RE: CONTRACT NOTICE FOR THE SUPPLY OF [ ] GOODS/SERVICES required by IARNRÓD ÉIREANN-IRISH RAIL**

**NAME: (of Applicant) (each Consortium Member of any entity on whom the Applicant relies, must complete a separate Declaration in this form):**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTRY:** \_\_\_\_\_

On behalf of the Tenderer, and having been duly authorised by the Tenderer, I sincerely declare that:

1. the Tenderer itself or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer has not been the subject of a conviction for one or more of the following reasons:

- (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) 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 law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
- (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
- (d) 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) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- (f) 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.

2. the Tenderer:

- (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
- (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
- (c) 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 the law of Ireland;
- (d) is not guilty of grave professional misconduct;
- (e) has not entered into agreements with other economic operators aimed at distorting competition;
- (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
- (g) has not had any prior involvement in the preparation of the procurement process;
- (h) 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;
- (i) has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;

(j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to the Tenderer being excluded from participation in this procurement process and/or in future procurement processes.**

**SIGNATURE**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

**TEL:**

\_\_\_\_\_

**POSITION:**

\_\_\_\_\_

**FAX:**

\_\_\_\_\_

**NOTE NO 2: MEASURES TAKEN BY TENDERER:** Where any one of more of the Exclusion Grounds set out above in the Declaration applies, the Tenderer **must** include details of such Exclusion Ground with its Tender and, where the Tenderer is not precluded from doing so under Article 57(6) of Directive 2014/24/EU, the Tenderer may provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of a relevant Exclusion Ground as is referred to in Article 57(12) of Directive 2014/24/EU. The evidence provided by the Tenderer will be taken into account by Iarnród Éireann-Irish Rail in considering whether or not to exclude the Tenderer from further participation in the procurement process. Nothing in this Schedule 4 or in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (ESPD) referred to in Article 59(1) of Directive 2014/24/EU.

**NOTE NO 3: EXECUTION:** This declaration must be signed by a duly authorised person in the Tenderer's organisation. In the case of a company, a Director of the company or the Company Secretary must sign this declaration.

*Please note, confirmation/re-execution/notarisation of the Declaration may be sought prior to any contract being awarded.*

**DECLARATION OF ELIGIBILITY in relation to the Exclusion Grounds**

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**NAME: (of Applicant) (each Consortium Member of any entity on whom the Applicant relies, must complete a separate Declaration in this form):**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTRY:** \_\_\_\_\_

On behalf of the Tenderer, and having been duly authorised by the Tenderer, I sincerely declare that:

1. the Tenderer itself or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer has not been the subject of a conviction for one or more of the following reasons:

- (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) 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 law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
- (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
- (d) 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) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- (f) 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.

2. the Tenderer:

- (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
- (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
- (c) 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 the law of Ireland;
- (d) is not guilty of grave professional misconduct;
- (e) has not entered into agreements with other economic operators aimed at distorting competition;
- (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
- (g) has not had any prior involvement in the preparation of the procurement process;
- (h) 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;
- (i) has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;

(j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to the Tenderer being excluded from participation in this procurement process and/or in future procurement processes.**

**SIGNATURE**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

**TEL:**

\_\_\_\_\_

**POSITION:**

\_\_\_\_\_

**FAX:**

\_\_\_\_\_

**NOTE NO 2: MEASURES TAKEN BY TENDERER:** Where any one of more of the Exclusion Grounds set out above in the Declaration applies, the Tenderer **must** include details of such Exclusion Ground with its Tender and, where the Tenderer is not precluded from doing so under Article 57(6) of Directive 2014/24/EU, the Tenderer may provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of a relevant Exclusion Ground as is referred to in Article 57(12) of Directive 2014/24/EU. The evidence provided by the Tenderer will be taken into account by Iarnród Éireann-Irish Rail in considering whether or not to exclude the Tenderer from further participation in the procurement process. Nothing in this Schedule 4 or in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (ESPD) referred to in Article 59(1) of Directive 2014/24/EU.

**NOTE NO 3: EXECUTION:** This declaration must be signed by a duly authorised person in the Tenderer's organisation. In the case of a company, a Director of the company or the Company Secretary must sign this declaration.

*Please note, confirmation/re-execution/notarisation of the Declaration may be sought prior to any contract being awarded.*





## RVX28-W-M

Redvision RVX28 SERIES™ cameras are supplied as a Dome camera, configurable as a rugged Ball type PTZ by removing the top cover.

Flat toughened optically correct camera window for image clarity. In Dome configuration cameras can see above the horizon without video clipping. Wiper variants utilise silicone custom made blades for long life resistance to 'run dry operation'.

RVX28-IR cameras provide night time mono illumination up to 120 metres with facial recognition beyond 30 metres. Combination of narrow spot and wide flood illumination eliminates port-hole effect.

RVX28-IRWL cameras combine IR and White Light Illumination, toggling between White Light and IR can be via alarm action, preset or manual override for total illumination flexibility. White Light mode automatically switches the camera to colour. IR lighting is covert and White Light is overt. Centrally monitored sites can remotely switch Dual Light cameras to White Light deterring intruders.

### RVX28 Series Product Codes



Product Code (W=Wiper BLK =Black)	Product Description
RVX28	28:1 PTZ/DOME, LIGHT GREY
RVX28-W	28:1 PTZ/DOME, WIPER, LIGHT GREY
RVX28-BLK	28:1 PTZ/DOME, BLACK
RVX28-W-BLK	28:1 PTZ/DOME, WIPER, BLACK
RVX28-IR	28:1 PTZ/DOME, IR, LIGHT GREY
RVX28-IR-W	28:1 PTZ/DOME, IR, WIPER, LIGHT GREY
RVX28-IR-BLK	28:1 PTZ/DOME, IR, BLACK
RVX28-IR-W-BLK	28:1 PTZ/DOME, IR, WIPER, BLACK
RVX28-IRWL	28:1 PTZ/DOME, DUAL LIGHT, LIGHT GREY
RVX28-IRWL-W	28:1 PTZ/DOME, DUAL LIGHT, WIPER, LIGHT GREY
RVX28-IRWL-BLK	28:1 PTZ/DOME, DUAL LIGHT, BLACK
RVX28-IRWL-W-BLK	28:1 PTZ/DOME, DUAL LIGHT, WIPER, BLACK
Related Products:	RVX18 SERIES (18:1) RVX40 SERIES (40:1)

### Accessory Product codes (full list at [www.redvisioncctv.com](http://www.redvisioncctv.com))



Also available in Light Grey



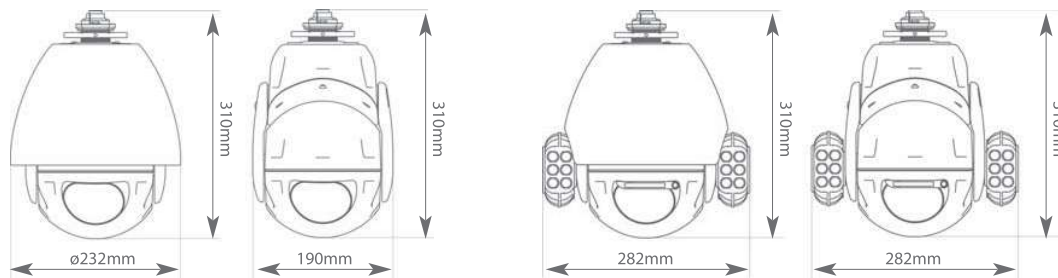
## RVX28-W-M

### Specification

Camera Module	Colour/Mono 1/4" CCD sensor, 28X optical, 12X digital
Resolution	670 TVL 976 x 582 Pixels
Lens	55.8 ° (w) 2.1 ° (t) 3.5 - 91 (F1.6 - F3.8)
Min Sensitivity	IR Cut On 0.01 LUX
Focus	Auto/Manual/Stored
Privacy	24 programmable patches
Pan/Tilt	Continuous Pan 200/sec, Tilt 100/sec +10 ° to -90 °
Cantilever Arms	Upright installation, arms cantilever forward 15 °
Wiper (-W models only)	Programmable wipe with auto off time
Wash	Relay output Wash control via ALM PSU
Col/Mono Switch	User Programmable, auto, manual, timed
Preset/Tours	100 presets, 8 tours
Restore/Datum	Restores to defined preset/tour
Real Time Clock	Enables scheduling of tours and alarm setting
Telemetry	Pelco P and D, Forward Vision, Vista, Dennard, BBV 422 and BBV coax
Camera Cable Length	Supplied with mounting. 3m with Wall, 10m with Swan/Ped, 20m option
Recommended PSU	RVX-PSU, RVX-PSU-ALM16, RVX-PSU-ALM16-W
Power	RVX28-W 24V DC 1A, R VX28-IR WL-W 24V DC 2A
Operating Temperature	-25 ° to +50 °
Weight	5.2kg without lamps, 5.8kg with lamps
Colour	RAL 7035 Light Grey Leatherette or RAL 9005 Black Leatherette
Custom Colour	Available to special order-specify RAL number

### RVX28-IR, R VX28-IR WL Illumination Specifications

RVX28-IR	IR illumination up to 120 metres
RVX28-IRWL-W	Dual light (IR and White) Illumination up to 100 metres
Certification	X-SERIES has been CE marked, complies: 2004/108/eec Electromagnetic Compatibility. 73/23/eec Low Voltage Directives. 60950: 2006 Safety Standards. Weatherproof to IP 67.



	Requirements				
1.1	Equivalent systems must demonstrate full functionality with IE's existing system. any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract will be borne by the contractor	missing data check list ?	missing data check list ?	yes	yes
1.1	Equivalent IP Camera solutions must demonstrate integration with IE's existing system without loss of any functionality of viewing software or camera functionality / remote set up as set out in this technical specification.	Base level explanation given	Base level explanation given	yes	yes
1.1	All cameras and viewing software must be manufactured by the same company	Data confirmed within pricing matrix	Data confirmed within pricing matrix	Data confirmed within pricing matrix	Data confirmed within pricing matrix
1.1	Must have a demonstrable bandwidth management system. Any system that cannot demonstrate a bandwidth management system will not be considered.	Data provided	Data provided but related more to data compression rather than a management tool	yes	yes
1.1	A design development tool must be provided with the solution. The design tool will allow for the Insta I Height Distance to Target Image and Target Width.	Data provided	Data provided	Data provided	Data provided
1.2	Pricing Document in strict accordance with the instructions provided and CoT	NO Missing Licence price	NO (not signed and pricing not carried over to CoT Blank in words and numbers)	YES	YES
1.2	Tenderers must provide an official copy of the product specification sheet with sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE's technical specification	Data provided	Data provided	Data provided	Data provided
1.2	All equipment must be supplied already set up and configured according to IE's design requirements. Example of High level requirements are outlined in Appendix A.	Data provided	Data provided	Data provided	Data provided
1.3	Delivered within 3 weeks of confirmed receipt of Purchase Order to IE site	YES	YES	YES	YES
2	Compliance with IE's technical specification.	Enough to evaluate	Basic just enough to evaluate	Enough to evaluate	Enough to evaluate

No.	Supplier



**IARNROD EIREANN PRE-VETTING INSURANCE QUESTIONNAIRE**

**Contractor**

**Business Description on policies**

	<b>Limit of Indemnity</b>	<b>Excess each Claim</b>	<b>Insurer</b>	<b>Renewal Date</b>
<b>Employers Liability</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Public/Products Liability</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Contractors All Risks</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Motor Insurance</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Professional Indemnity</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Security/Cleaning Contractors only</b>				
▪ <b>Wrongful Arrest</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▪ <b>Fidelity</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▪ <b>Efficacy/Contractual Liability</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I / We confirm that the details contained in the following sections are correct as at

**Signature :**

**Date:**

**Printed Name :**

**Broker/Insurance Company:**



**DATED: 27th November 2019**

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**STANDARD CONDITIONS OF TENDERING**

**For**

**THE PURCHASE OF GOODS**

---

**Contract Reference Number: REF 7192 Lot 1**

CIE Solicitor's Office  
Bridgewater House  
Islandbridge  
Dublin 8  
Ireland  
180245/28/23/SK/PN/D9c/071118

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## CONDITIONS OF TENDERING FOR CONTRACT FOR THE PURCHASE OF GOODS

### 1 INTRODUCTION AND INVITATION TO TENDER

- 1.1 Pursuant to a contract notice issued by Iarnród Éireann-Irish Rail (“IE”), IE invites tenders for the supply of the goods required by IE (the “**Goods**”) which are described in, and which are provided in accordance with (a) the Specification (and Contract Drawings, if any) set out in Appendix 1 to these Conditions of Tendering (the “**Specification**”), (b) these Conditions of Tendering and (c) on the basis of the Contract for the Purchase of Goods (the “**Contract**”) set out in Appendix 3 to these Conditions of Tendering.
- 1.2 Capitalised words and expressions used in these Conditions of Tendering and ITT shall have the same meaning as is ascribed to them respectively in the Contract unless expressly stated otherwise.
- 1.3 It is proposed that, in the event of any contract award, IE will enter into a contract with the Contractor substantially in the form of the Contract set out in Appendix 3 to these Conditions of Tendering.
- 1.4 A “**Tender**” is a tender for the provision of the Supply of the Goods to IE pursuant to these Conditions of Tendering and a person who submits a Tender is referred to as a “**Tenderer**”.
- 1.5 ABOVE EU THRESHOLDS: Where the value of the Contract the subject of this tender process and ITT is at or above the applicable EU Thresholds in respect of a utility (exclusive of VAT) as set down from time to time under EU public procurement law, this tender competition is being run by IE in accordance with the negotiated procedure set out in the Utilities Directive 2004/25/EU of the European Parliament and Council dated 26 February 2014 (the “**Utilities Directive**”) and the European Union (Award of Contracts by Utility Undertakings) regulations 2016 (Statutory Instrument No. 286 of 2016)(the “**Utilities Regulations**”).  
  
BELOW EU THRESHOLDS: Where the value of the Contract the subject of this tender process and ITT is below the EU Thresholds for a utility, this tender competition is being run in adherence with the principles of all applicable national guidelines for a competitive process as applicable to a utility in Ireland and in a transparent, fair and equitable manner.
- 1.6 Tenderers should note that IE may decide not to proceed with the competition at any stage and cancel the tender process.
- 1.7 Any contract awarded as a result of this procurement process shall be governed by the laws of Ireland.
- 1.8 Tenderers should note the provisions of Condition 11.4 of these Conditions of Tendering, and where a Tenderer is submitted by a group (more than one person or entity), the persons comprising the group (howsoever constituted), if that Tender is successful, will be required to be jointly and severally liable to IE and CIE for the performance of the Contract.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 The Contract and any other documents supplied to Tenderers herewith, including these Conditions of Tendering and the documents referred to in Condition 1, shall be referred to collectively as the **“Invitation to Tender”** or **“ITT”** or the **“Tender Documents”**. These Conditions of Tendering and Invitation to Tender are confidential and personal to each Tenderer who shall promptly return them to IE upon request.
- 2.2 These Conditions of Tendering do not form part of the Contract and this ITT does not constitute an offer or commitment to enter into a Contract. No contractual rights relating to it shall exist unless and until a formal written Contract in the form of the Contract attached to this ITT has been executed by each of the parties thereto, in the event of any contract award. References to the Conditions of Tendering includes all information contained herein and accompanying documentation and any information amendments or clarifications made available to tenderers during the tender period by or on behalf of IE including any information made available in response to queries.
- 2.3 This ITT is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither IE nor any member of the CIE Group, nor its or their respective advisers, consultants, contractors, officers, managers, directors, employees, servants or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made arising out of or in respect of these Conditions of Tendering of ITT. For the avoidance of doubt, the Tenderer should not assume that such information or statements will remain unchanged. Tenderers should note that the information contained in this Invitation to Tender does not purport to be comprehensive or to have been independently verified. Nothing in these Conditions of Tendering or ITT shall be construed as legal, financial or tax advice.
- 2.4 IE reserves the right to amend this ITT and/or these Conditions of Tendering, their requirements and any information contained herein at any time by notice in writing to the tenderers, and this includes the issue of supplemental information to all Tenderers by IE. IE may also modify any documents including in these Conditions of Tendering in any respect by means of clarification, addition, deletion or otherwise prior to the Closing Date referred to in Condition 6.1 of these Conditions of Tendering. Supplemental information may amend any of the information in these Conditions of Tendering including by deletion or addition or by amending or extending time limits set out herein. Such supplemental information will only become part of the Contract if it is expressly stated to amend the Contract. IE reserves the right to accept or reject any Tender, or to annul the tendering process and reject all Tenders, without incurring any liability to the Tenderer(s).
- 2.5 This ITT shall not form part of the Tenderer’s offer nor part of the defined words **“Tender”** or **“Contract”**. This ITT prescribes the procedures to be followed until IE either enters into a contract with the Tenderer or advises him that IE does not intend to do so.

## 3 INFORMATION IN THE CONDITIONS OF TENDERING

- 3.1 Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements in respect of the Contract and submission of a Tender(s) in respect of the Contract.

- 3.2 Tenderers should be able to confirm acceptance of the terms of the Contract set out in Appendix 3 to these Conditions of Tendering and should note that no material changes will be accepted by IE to the terms of the Contract set out in Appendix 3.
- 3.3 Any costs associated with the participation of any candidate in the procurement process or preparation and submission of Tenders are the sole responsibility of the candidate/Tenderer and IE shall not have any responsibility or liability in connection therewith irrespective of the outcome of the competition, even if the competition is cancelled or postponed.
- 3.4 Nothing in these Conditions of Tendering is, nor shall be relied upon as, a promise or representation as to IE's ultimate decision in relation to the award of the Contract, or as a representation of fact or promise as to the future. IE reserves the right to take such steps as it considers appropriate, including but not limited to:
- Cancelling or terminating the competition including for the avoidance of doubt, any individual Lot or Lots;
  - changing the basis of, or the procedures relating to the tender process;
  - rejecting any, or all of the Tenders;
  - not inviting a Tenderer to proceed further;
  - not furnishing a Tenderer with additional information; and/or
  - abandoning the competition.
- 3.5 The **Closing Date** shall be the **time and date** referred to as the Closing Date for receipt of tenders referred to in Condition 6.1 of these Conditions of Tendering and the **covering letter** sent by IE to each Tenderer enclosing this Invitation to Tender.
- 3.6 A Tender, which does not comply with this ITT may be rejected.

#### **4 RECEIPT OF TENDERS AND TENDER ACKNOWLEDGEMENT SLIP**

- 4.1 STATEMENT OF INTENTION TO SUBMIT TENDER: Within **five (5) Working Days** of receipt of these Conditions of Tendering, Tenderers should confirm via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) whether they intend to submit a completed Tender.

#### **5 COMPLETION OF TENDER**

- 5.1 DOCUMENTS TO BE SUBMITTED BY THE TENDERER: Tenders shall be submitted on the enclosed tender form (the "**Tender Form**") together with the Pricing Document attached thereto duly completed together with the other documents referred to in Schedule 1 attached to these Conditions of Tendering and any additional information which the Tenderer believes necessary to clarify its bid and/or required by these Conditions of Tendering. A Tenderer shall be deemed to have satisfied himself before submitting his Tender, as to the correctness and sufficiency of his Tender and the Tender shall cover all obligations imposed by the Contract.

- 5.2 Any assumptions included in a Tender submitted by a Tenderer which have the effect of making a Tender conditional or which does not comply with these Conditions of Tendering will be deemed to be a non-compliant Tender.
- 5.3 Pricing Document: Tenderers must complete the Pricing Document in the format issued with this ITT without any other modification and all sections specified. Failure to complete all sections where required) on the Pricing Document and Tender Form in accordance with its requirements stated thereon may result in a Tender being rejected.
- 5.4 The Tenderer will use the ITT and any addenda thereto in making his Tender without making any amendments to the Invitation to Tender and/or any addenda, failing which its Tender shall be rejected.
- 5.5 EXECUTION OF THE TENDER FORM: The Tender Form (and the Pricing Document attached thereto), must be duly completed and signed in ink and scanned for return by the Tenderer (on the format attached, i.e. in the Excel spreadsheet attached). Tenders shall be submitted in the English language.
- 5.6 The Tender Form must be signed or sealed in whatever manner is usual and legally permissible on behalf of the Tenderer for the Tenderer to legally bind itself, which signing/sealing entity must be the same as the pre-qualifying entity (where this is applicable). The name of each person signing should be typed or written in block capitals below its signature. The official capacity or authority of the persons signing should be shown.
- 5.7 The Tenderer shall be deemed to have satisfied himself, before submitting his/ its Tender as to the correctness and sufficiency of his/ its Tender and the Tender shall cover all obligations imposed by the Contract.
- 5.8 Tenders should be complete and all details should be submitted. Incomplete Tenders may be rejected.
- 5.9 LEGAL OPINIONS: IE may require the Tenderers to procure a formal legal opinion or legal opinions at the Tenderer's cost, concerning due execution and enforceability certifying that:
- (a) the Tenderer has all requisite corporate power to execute, deliver and perform its obligations under the Conditions of Tendering and Contract and any parent company guarantee(s) and any bonds required to be procured by the Tenderer;
  - (b) such execution, delivery and performance of the Conditions of Tendering and Contract and any bonds required to be procured by the Tenderer have been duly authorised by appropriate corporate action; and
  - (c) the Conditions of Tendering, Contract and any bonds required to be procured by the Tenderer under the Contract constitute legally binding obligations on the Tenderer.
- 5.10 PARENT COMPANY GUARANTEE: In addition to any other provision of these Conditions of Tendering or this ITT, IE reserves the right to seek a parent company guarantee of the obligations of the Supplier under the Contract, in the event of any contract award, and as a condition of any contract award, in a form and content acceptable to IE in its absolute discretion.

- 5.11 IE STANDARDS AND IE'S CODE OF CONDUCT: Tenderers are reminded that on any contract award of the Contract, the successful Tenderer will be required to comply with (a) the IE Standards (if any) set out in the Contract and (b) with IE's Code of Conduct for Suppliers and Business Partners of IE (the "**Code of Conduct**"). This Code of Conduct and any applicable IE Standards are attached to the Contract and copies are set out in Appendix 2 to these Conditions of Tendering.
- 5.12 QUANTITIES OF GOODS: The quantities of Goods required by IE are approximate only. There is no minimum quantity of Goods that must be ordered by IE and IE makes no warranty, guarantee or representation in relation thereto. IE does not guarantee or make any warranty or representation that if the Contract is awarded, the quantities set out in the Specification will actually be ordered by IE. Tenderers also note that indicative quantities may be used purely for evaluation purposes.
- 5.13 SUB-CONTRACTORS AND SUPPLIERS:
- (a) Tenderers are not permitted to sub-contract or assign the whole or any part of the Contractor's obligations under the Contract without the prior written consent of IE in its absolute discretion. The Tenderer should note that the "Contractor" under the Contract shall be liable to IE and CIE for all the acts, omissions, negligence, gross negligence, errors and defaults of its subcontractors, personnel, servants or agents. Any subcontractors or suppliers retained by the successful Tenderer in connection with the performance of the Contract and the performance of their works and services shall at all times be the responsibility of the Tenderer.
  - (b) Tenderers shall be required to indicate in their Tenders any share of the Contract it may intend or propose to subcontract to third parties (subject to the provisions of the Contract concerning subcontracting) and to indicate the proposed subcontractors, which shall be without prejudice to the Contractor's liability under the Contract.
  - (c) Tenderers should include with their Tenders the names and addresses of any specialist firms and subcontractors they propose to employ, stating the goods, services or works to be supplied by each and the proportion of the goods, services or works to be provided as a percentage of the goods, services or works required under the Contract. The Tenderer must indicate in its Tender the name and contact details and nominated personnel of all subcontractors nominated by the Tenderer.
  - (d) Tenderers should note that all proposed subcontractors will be required to have such licences, permits, insurances, certifications, registrations and authorisations in force as may be required under applicable law and under the terms of the Contract.
  - (e) In the case of a consortium or group bid, Tenderers will be requested to identify the key contractual relationships and proposed role of each member of the consortium/group in the provisions of the Goods under the Contract, together with a general explanatory note and diagram.
  - (f) Where the Tenderer proposes to subcontract any part of the goods, services, works required under the Contract, the Tenderer shall also be required to submit, along with the information required by this Condition 5.13, self-declarations in the form of the Declaration set out in Schedule 4 to these Conditions of Tendering together with supporting documentation, executed by each proposed subcontractor, and any subcontractors presented during the course of the Contract (in the event of any

award of the Contract) shall also be required to provide a self-declaration in the form of the Declaration together with supporting documentation, and IE reserves the right to seek such Declarations, during the course of the Contract, from subcontractors further down the subcontracting chain (as referred to in Regulation 96 of the Utilities Regulations).

- (g) IE reserves the right at any time during the competitive process for the award of this Contract, for the purpose of verification of the status of the Tenderer and of any proposed subcontractors, in addition to requiring a Declaration, to seek evidence to the effect that any measures taken by the entity or Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground. An “**Exclusion Ground**” shall be any of the grounds referred to as “exclusion grounds” referred to in Regulation 89(1) of the Utilities Regulations which cross-references Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument No. 284 of 2016) (the “**Public Sector Regulations 2016**”).

- 5.14 **INSURANCE DETAILS:** Tenderers must submit with their Tender written confirmation that they will meet the insurance requirements under the Contract. Tenderers must submit for approval with their Tender, details of the terms of insurance they propose to effect, or which they already hold and intend to use, to meet any insurance requirements stated in the Contract and any potential liabilities arising in the course of, or arising out of, the supply of the Goods to IE. Where the insurance terms submitted for approval provide for an excess sum, Tenderers must include with their Tender a statement undertaking responsibility for dealing with third party claims within the excess amount. Excess sums of more than €10,000 require written approval from IE.
- 5.15 **INSURANCE QUESTIONNAIRE:** Tenderers shall complete the Insurance Questionnaire set out in Schedule 2 to these Conditions of Tendering and return this as part of the documents to be submitted under Schedule 1 hereof with their Tender.
- 5.16 Where the level of indemnity under any insurance policy which Tenderers hold or intend to use to meet any requirements stated in the Contract is an aggregate amount (provided such insurance is permitted under the Contract), Tenderers shall notify IE of any claims made under such policy as they arise. IE reserves the right to request that such policies provide a separate aggregate limit in respect of any claims arising out of or relating to the Contract.
- 5.17 The details provided by Tenderers in the Insurance Questionnaire set out in Schedule 2 and any existing arrangements which Tenderers have in place or propose to make in relation to insurance are subject to further comment by IE and its insurance advisers and IE and its insurance advisers may query or seek clarifications on any matters pertaining thereto as they see fit. Tenderers should note that on any award of the Contract, they will be required to obtain and hold the types and levels of insurance as are specified in the Contract.
- 5.18 IE reserves the right at its sole discretion to reject any Tender where the terms of insurance which are proposed to be provided are not to IE’s satisfaction.
- 5.19 **EMPLOYEE DECLARATION:** All Tenderers will be required to complete the Employee Declaration at Schedule 5 to these Conditions of Tendering and return this as part of the

documents to be submitted under the requirements of Schedule 1 hereof with their Tender.

- 5.20 CONFLICTS OF INTEREST: Tenderers are required to disclose with their Tenders details of any relevant relationships that they (or where the Tender is submitted by a group, any member of that group), their employees, advisors, servants, agents, consultants, shareholders have with any member, employee, advisor, servant, agent or consultant of IE or CIE which would or could potentially result in a conflict of interest in bidding for or performing the Contract and supplying the Goods to the IE. In the event of any conflict or potential conflict of interest, IE may, at its absolute discretion decide on the appropriate course of action which may involve the exclusion of the relevant Tenderer from the tender process. In circumstances where information in relation to a conflict or potential conflict only comes to the Tenderer's notice after the submission of a bid, that information should be communicated to IE immediately upon such information becoming known to the Tenderer.
- 5.21 DECLARATION OF CONFLICTS: Accordingly, Tenderers, and where the Tender is submitted by a group, each member of that group, must complete the Declaration of Conflicts as set out in Schedule 3 hereto.
- 5.22 DECLARATION OF ELIGIBILITY **OR** LETTER OF CONFIRMATION RE DECLARATION OF ELIGIBILITY:
- (a) Tenderers shall complete the Declaration of Eligibility in relation to the Exclusion Grounds (referred to at 5.13(g) above) that is set out in Schedule 4 hereto where it was not requested prior to the ITT stage, **OR**, where a Declaration of Eligibility was already furnished to IE at pre-qualification stage, Tenderers shall be required to confirm matters relating to the Declaration of Eligibility in the form of a Letter of Confirmation re Declaration of Eligibility in the form set out in Schedule 4. IE reserves the right to seek verification of all matters contained in the Declaration and supporting documentation.
  - (b) Tenderers should note that the provision of inaccurate or misleading information in the Declaration of Eligibility and/or Letter of Confirmation re Declaration of Eligibility may lead to a Tenderer being excluded from participation in this tender process. Tenderers should also note that if one or more of the Exclusion Grounds referred to in Regulation 57 of the Public Sector Regulations, (which are referred to in the Declaration) applies to it, the Tenderer must provide evidence to IE that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of any Exclusion Ground, and this will be taken into account by IE in considering whether or not to exclude the Tenderer from further participation in the procurement process pursuant to Regulation 57 of the Public Sector Regulations, as applied under Regulation 89 of the Utility Regulations.
  - (c) Nothing in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (the "ESPD") referred to in Article 59(1) of the Public Sector Directive 2014/24/EU.
- 5.23 CONFIRMATION REGARDING INFORMATION PROVIDED AT PRE-QUALIFICATION: Tenderers must complete and sign the Confirmation set out in Schedule 6 to these Conditions of Tendering confirming that all information submitted as part of its pre-



qualification (where a pre-qualification process has taken place) has not changed in any material respect, or provide details otherwise.

- 5.24 **VALIDITY OF TENDERS:** Unless previously withdrawn, unaccepted Tenders shall remain valid for **six (6) months** from the Closing Date (as described in Condition 6.1 for receipt of Tenders. No Tender may be withdrawn after its acceptance.
- 5.25 **PRICE BASIS:** The Tender shall be a fixed price tender with respect to the supply of the Goods and not a formula bid nor subject to price adjustment or any price variation formula and prices shall be fixed for the duration of the Term of the Contract. The price quoted for the Goods shall include all items specified in the Tender Form and for all items not specifically mentioned in the Tender Form but described in the ITT and necessary to complete the Contract. Tenderers must set out their prices and delivery times for the supply of the Goods on the Tender Form and/or Pricing Document where indicated.

Amounts must be included wherever required in the Form of Tender and any appendices to the Form of Tender including the Pricing Forms, and blank spaces, negative rates, the terms “nil” or dashes or the like **must not** be used.

The Pricing Document must be completed in accordance with its requirements set out. All overhead costs must be taken into account when the Tender is being prepared. The information supplied in the Tender Form and Pricing Document (as completed) will be used to score the Tenders. Failure to fully complete the Tender Form and/or Pricing Document may result in a Tender not being considered in the evaluation process. Tenderers must not include additional items in the Tender Form or any part thereof, or make any alterations to the document unless approved by IE.

- 5.26 **RATES AND PRICES:** The rates and prices used in the compilation of the Tender Form and Pricing Document shall include all customs duties, clearance charges, levies, freight, cartage, packaging and labelling, and unpacking charges and all other levies and charges in operation at the date of Tender but shall be exclusive of Value Added Tax (“**VAT**”).
- 5.27 **CURRENCY IN SUBMITTING A TENDER:** All prices quoted in submitting a Tender shall be in **euro (€)** unless a different currency is expressly authorised by IE in respect of all or part of the pricing to be set out in the Pricing Document and/or Tender Form in which case the Exchange Rate for the selected currency shall be as set out by IE in the Tender Form and/or Pricing Document, which Exchange Rate is fixed for the Tender process and for the duration of the Contract (if awarded) unless otherwise agreed.
- 5.28 **CURRENCY OF PAYMENT UNDER CONTRACT:** Any payments made by IE shall be subject to such withholding or deduction as may be required by law. For the avoidance of doubt, all payments payable to the Supplier under the Contract (if awarded) shall be payable in **euro (€)** unless a different currency is expressly authorised by IE and set out in the Contract, and where a different currency is selected by IE for payment of all or part of the Charges under the Contract, the Exchange Rate as set out in the Contract or its Schedules shall be set by IE and shall be fixed for the duration of the Term of the Contract.
- 5.29 **ABNORMALLY LOW TENDERS:** A Tenderer shall be obliged to provide such explanations and information required by IE, in relation to price or costs proposed in the Tender where a Tender appears to IE to be abnormally low in relation to the goods/services required to be supplied to IE under the Contract, in accordance with the provisions of Regulation 93 of the Utilities Regulations. IE will assess such information as is provided and IE may reject the Tender where the evidence supplied does not satisfactorily account for the low level

of price or costs proposed, taking into account the elements referred to in Regulation 93(2) of the Utilities Regulations. In addition to the above, IE shall be obliged to, and shall reject any Tender where IE have established that the Tender is abnormally low because it does not comply with the environmental, social and labour obligations referred to in Regulation 35(4) of the Utilities Regulations.

5.30 LOTS:

- (a) The Contract may be divided into lots at IE's sole discretion. Where this competitive process involves the award of a contract in the form of separate lots, the contract notice and/or this ITT will specify in accordance with Regulation 72 of the Utilities Regulations, whether Tenders may be submitted for one, for several or for all of the lots.
- (b) Further information and requirements concerning lots, where the Contract is divided into lots, and the description of the lots, is set out in Appendix 4 to this ITT and Tenderers are referred to this Appendix which should be read in conjunction with this ITT.
- (c) Unless otherwise specified in writing by IE, a separate Tender must be prepared and presented under separate cover (in separate sealed envelopes) in respect of each lot that is being applied for.
- (d) Each lot will result in a separate contract (if awarded).
- (e) IE reserves the right to award a Contract for any given lot to any one or more Tenderers, should circumstances require. IE also reserves the right to award none or all of the lots.
- (f) The award criteria and weightings and scoring methodology in respect of the award of any lots (and for each lot) shall be those set out in Appendix 4 to this ITT.

5.31 MODIFICATION OF A STANDARD DESIGN: Where a standard design requires to be modified to meet the requirements of the Specifications, the Tenderer must highlight this fact in its Tender and must also highlight the impact (if any) on price and/or delivery lead times for the Goods.

5.32 ERRORS AND OMISSIONS: Tenderers shall take no advantage of any apparent errors or omissions in the Invitation to Tender. In the event that the Tenderer discovers any such error or omission, the Tenderer shall immediately notify IE.

5.33 COMMERCIALLY SENSITIVE INFORMATION AND THE FREEDOM OF INFORMATION ACT 2014:

CIE is listed as an exempt agency under Part 2 of Schedule 1 of the Freedom of Information Act 2014 ("**FOI Act 2014**") and IE is listed as a partially exempt body under Part 1 of Schedule 1 of the FOI Act 2014. Tenderers shall be required to cooperate with IE, (at the Tenderer's expense) as a condition of these Conditions of Tendering, in dealing with any relevant requests for information received by IE ("**FOI requests**") in respect of this competitive process and/or award of contracts hereunder, received by IE under the provisions of the FOI Act 2014, and shall use all reasonable endeavours to comply with any FOI request from IE. IE will consult with Tenderers where appropriate in relation to any relevant FOI request received relating to this tender process and/or award of contract

and about any information that is claimed by any Tenderer to be commercially sensitive, before making a decision on such FOI requests.

If Tenderers consider that any of the information they give in this procurement procedure should not be disclosed because it is commercially sensitive, or is confidential information that relates to matters affecting the Tenderer's business (such as technical or trade secrets or the confidential aspects of Tenders) or otherwise, they must when providing the information, clearly identify in writing the specific information they consider should not be disclosed and clearly specify the reasons. IE while taking these reasons into account may decide that such information should not be deemed to be categorised as such and in that instance may decide to disclose this information. It is not sufficient for a Tenderer to include a statement that all of its information is commercially sensitive or confidential. Notwithstanding the above, nothing in this Invitation to Tender shall prevent IE from disclosing any information and materials that is required to be disclosed under applicable Law, including the FOI Act 2014.

- 5.34 CONFIDENTIALITY OF ITT AND TENDER DOCUMENTS: This ITT (including all documents and drawings (if any) attached hereto, data and information supplied by IE to Tenderers, and these Conditions of Tendering are confidential and shall be treated as such by Tenderers and each Tenderer shall promptly return to IE on request, these Conditions of Tendering and all documents, data and information supplied (whether or not a Tenderer decides to submit a Tender). In the event that a candidate who is shortlisted and receives this ITT decides not to tender or to withdraw from the competition, or in the event that IE cancels this competition, or on the completion of this competitive process, this ITT and all documentation issued with it must be returned to IE. Tenderers should not disclose the fact that they have been invited to tender and Tenderers may not reproduce, publish, communicate, use or release details of the Invitation to Tender or any documentation referred to or attached hereto or any information or data supplied by IE or any person acting on behalf of IE, to third parties other than on a confidential basis to those with whom they need to consult for the purpose of preparing their Tender.

No announcement or publicity regarding this competition or Contract or ITT is permitted unless IE has given its prior written consent, in its absolute discretion, to the relevant announcement, or unless such announcement is required under applicable law.

5.35 DATA PROTECTION:

- (1) For the purposes of this Condition 5.35:
  - (a) "Data Protection Legislation" means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection; and
  - (b) "Controller", "Data Subject", "Personal Data" and "Processing" have the meaning assigned to each of those terms in Data Protection Legislation.
- (2) IE shall be the Controller of any Personal Data required to be provided by a Tenderer in response to this ITT.

- (3) The Tenderer, as Controller in respect of any Personal Data provided by the Tenderer in the Tenderer's Tender, must confirm in the Tender Form that all Data Subjects whose Personal Data is provided by the Tenderer have consented to the Processing of such Personal Data by the Tenderer, IE, IE's evaluation team and the supplier of the [etenders.gov.ie](http://etenders.gov.ie) website for the purposes of the Tenderer's participation in this procurement process or that the Tenderer otherwise has a legal basis for providing such Personal Data to the said persons for the purposes of the Tenderer's participation in this procurement process and that the Tenderer shall provide evidence of such consent and/or legal basis to IE upon request.

## 6 RETURN OF TENDERS

- 6.1 The completed Tender should be submitted via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) on or before the time and date set out in Schedule 8 (the "**Closing Date**") (time is taken as standard time according to the Standard Time Act 1968, as amended by the Standard Time (Amendment) Act, 1971 and any subsequent amendment or re-enactment).
- 6.2 Please note that tenders cannot be submitted via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) after the Closing Date. Accordingly, Tenderers must ensure that they allow themselves sufficient time to upload and submit all required tender documentation before the Closing Date. Tenders that are received after the Closing Date shall not be accepted by IE.
- 6.3 **COSTS OF PREPARATION OF TENDER AND ANY SITE VISITS:** IE will not be responsible for and will not pay for any expense incurred or loss suffered by a Tenderer (which includes any costs or expenses of a Tenderer associated with a site visit or visits) in the preparation or submission of his Tender unless previously agreed in writing by IE. All costs or expenses incurred in the preparation of a Tender (including without limitation relating to tender clarifications, presentation meetings, furnishing verifications or information, site visits, trails, supply of samples, and demonstrations) shall be borne by the Tenderer and IE shall have no liability in relation thereto.

Further, IE shall not be responsible for travel or accommodation costs, or site visit costs incurred by the Tenderer unless previously agreed in writing by IE. All site visits must be approved in advance by IE in writing and any site visit shall be deemed to have been based on the Tenderer, its personnel and agents indemnifying each of IE and CIE and each of their respective directors, managers, employees and servants and agents from and against all liability and the Tenderer being responsible for personal injury, whether fatal or otherwise, loss of or damage to property, and any other loss, damage, costs, liability and expenses howsoever caused as a result, directly or indirectly of any act or omission of the Tenderer, its personnel and/or agents during any site visits and/or while on any property, premises of land of CIE or of IE. Neither IE nor CIE shall be bound by any oral representations that may be made by IE and/or CIE during any site visits.

## 7 INFORMATION AND QUERIES

- 7.1 The Tenderer must satisfy itself as to the nature and requirements of the Contract.
- 7.2 All queries regarding the Contract or any other element of the Invitation to Tender should be submitted via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) , to arrive within the

period specified by IE in Schedule 8. It is the Tenderer's responsibility to ensure that all queries are received by IE. When appropriate, queries may be amalgamated.

- 7.3 Copies of all queries submitted pursuant to Condition 7.2 above and IE's answers will be circulated to all Tenderers, via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie), within the period specified by IE in Schedule 8.
- 7.4 TENDER ADDENDA OR SUPPLEMENTAL INFORMATION: IE may issue tender addenda and supplemental information to all Tenderers. Each tender addendum shall be sent to all prospective Tenderers who received the ITT, and shall be binding on them. The Tenderer shall promptly acknowledge receipt of each tender addendum in writing by email to the addressee referred to above. Tender addenda may amend any of the information contained in this ITT including by deleting or adding to it or by amending or extending time limits. Tender addenda will only become part of the Contract if they are stated to amend the Contract. At any time, IE may similarly issue a tender addendum that amends the Closing Date. In this event, all rights and obligations of IE and the Tenderers previously related to the original dates shall thereafter be subject to the amended date.

## **8 ALTERNATIVE TENDERS**

- 8.1 COMPLIANT TENDERS: Except as expressly permitted in these Conditions of Tendering, Tenderers must submit a compliant Tender which is not qualified in any way. Tenderers should describe in their Tenders any requirements with which they are unable to comply. IE reserves the right to reject a non-compliant Tender.
- 8.2 ALTERNATIVES (VARIANTS):
- (A) NO VARIANTS: Tenderers should not submit alternative proposals for the supply of the Goods. Any alternative proposals submitted will not be considered or evaluated.

## **9 MODIFICATIONS TO/WITHDRAWAL OF TENDERS**

- 9.1 The Tenderer may modify its Tender after submitting it, if the modification is received via the electronic postbox on [www.etenders.gov.ie](http://www.etenders.gov.ie) before the prescribed time for submission of Tenders.
- 9.2 The Tenderer may withdraw its Tender after submitting it, if the notice of withdrawal is signed by a person or persons duly authorised to bind the Tenderer and proof of authorisation is annexed and the notice of withdrawal and proof of authorisation is received via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) before the prescribed time for submission of Tenders.

## **10 EVALUATION AND OPENING OF TENDERS**

- 10.1 EVALUATION: IE reserves the right to conduct the evaluation of Tenders in successive stages, including the right to reduce the number of bidders by way of a shortlist and/or seek best and final offers ("BAFOs") from one or more of the Tenderers or to award the Contract without any further reference to, or communication with, any further reference or communication with any of the Tenderers.. IE reserves the right to enter into further

negotiations with one or more preferred bidders. In the event that negotiations with the preferred bidder(s) do not result in the award of the Contract to any of the preferred bidder(s), IE reserves the right to negotiate with any one or more of the remaining Tenderers and finalise any outstanding issues in terms of contract schedules and to award the Contract without any further reference to or communication with any of the Tenderers. IE reserves the right not to award the Contract and to terminate or cancel, in its absolute discretion, the award procedure at any time. Where the Contract is divided into lots, the provision of this ITT relating to lots, including Appendix 4 to this ITT, shall also be taken into consideration.

- 10.2 **CONFIDENTIALITY OF EVALUATION:** After the official opening of Tenders, no information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of a contract shall be disclosed to Tenderers or other persons not officially concerned with such process.
- 10.3 **IMPROPER INFLUENCE, CANVASSING AND INTERFERENCE AND COLLUSIVE TENDERING:** If a Tenderer is found to have attempted to use, or used improper influence, then that will result in a Tender being automatically disqualified. Any attempt by a Tenderer to influence the process of tender evaluation and contract award through canvassing or other means shall result in that Tender being rejected. Examples of such improper influence would be collusion, price fixing, bid rotation or market division. If any Tenderer is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining or evaluation of its Tender, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tender, or has made arrangements with, or attempted to make arrangements with, other Tenderers in relation to its Tender or this tender process, the Tender submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.
- 10.4 **CORRECTION OF ERRORS:** Detailed pricing of all Tenders will be examined for errors which might alter the Tender pricings determined from the figures on the Tender Form and Pricing Document completed by the Tenderer.

Errors in computation shall be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and words the amount in words shall apply;
- (b) where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of IE, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern; and
- (c) the amount stated in the Tender Form/Pricing Document completed by the Tenderer will be adjusted by IE in accordance with the above procedure and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer.

Without prejudice to this Condition 10.4, a Tenderer not accepting the correction of their Tender as outlined above shall have their Tender rejected.

- 10.5 CLARIFICATION OF TENDERS: To assist in the examination and comparison of Tenders, IE may ask Tenderers for clarification of any matter in their Tenders, including breakdowns of prices, fixed price fees or any tendered rates and reserves the right to do so and to seek written clarifications and/or verifications.
- 10.6 Tenderers may be asked to attend a post-tender clarification meeting in Dublin, Ireland. In such event the Tenderer shall bear all its costs and expenses in attending any such meeting(s).
- 10.7 PRICING DOCUMENT: Where a Tenderer fails to complete the Pricing Document in the Tender Form (as attached thereto) IE reserves the right to reject that Tender.

## **11 AWARD OF CONTRACT**

- 11.1 AWARD CRITERIA: IE reserves the right, at its sole discretion, to accept or reject any Tender and to waive any irregularity or informality in any Tender. IE shall be under no obligation to accept the lowest priced Tender or any Tender. IE reserves the right not to proceed with the tender process or any part of it or not to proceed with the award of the Contract, and may terminate or cancel the process or any part of it at any time, with or without engaging in a separate process or entering into separate arrangements in respect of any of the supply of the Goods required. In the event of termination of the process or any part thereof, IE will not be liable to any Tenderer or any other person. IE shall not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone.
- 11.2 It is envisaged that successful or preferred bidder will be selected from the compliant Tenders which comply with these Conditions of Tendering on the basis of the most economically advantageous tender submitted by a Tenderer, by reference to the award criteria and weightings and scoring methodology set out in Schedule 7 of these Conditions of Tendering or, in respect of the award of one or more lots, the award criteria and weightings and scoring methodology set out in Appendix 4 to these Conditions of Tendering relating to lots. A Tender which has been excluded by virtue of the application of Regulation 57 of the Public Sector Regulations (relating to one or more of the Exclusion Grounds) shall be deemed a non-compliant Tender. Any notification of preferred bidder status by IE to any Tenderer or Tenderer(s) shall not give rise to any enforceable rights by such Tenderer(s) against IE or any other entity.
- 11.3 Tenderers should note that notwithstanding the above, IE reserves the right not to award a contract and to terminate or cancel in its absolute discretion, the award procedure at any time. The award of the Contract does not confer exclusivity on the successful Tenderer.
- 11.4 GROUPS AND JOINT AND SEVERAL LIABILITY: Tenderers should note the following:
- (a) if a Tender is submitted by a group (more than one) of contractors, then those contractors, if their Tender is accepted, shall contract so as to provide that each in the group will be jointly and severally liable to IE and CIE for the execution and performance of the Contract.
  - (b) where a group proposes to contract as a single entity through the incorporation of a special purpose vehicle (SPV) or otherwise, the entity's obligations shall be guaranteed by each group member.

- (c) it will be necessary for any group of persons wishing to submit a joint bid to state a single addressee who will be responsible for the receipt and processing of any notices or other communications and for resolving any problems relating to the Tender and the Contract, if awarded.
- (d) in addition, in the event that the Tenderer constitutes (under applicable laws) a joint venture, consortium or other unincorporated grouping or two or more persons, the Tenderer shall not alter the composition of such grouping without the prior consent of IE.

11.5 It is envisaged, that subject to agreement of contract terms, the successful Tenderer(s) will ultimately be required to enter into a formal agreement(s) which shall be on substantially the same terms as the Contract attached hereto. No contract or contracts shall be deemed to be in existence between IE and the successful Tenderer or Tenderers until execution of the Contract between the parties thereto.

## **12 CHANGE OF CONTROL / CHANGE OF CIRCUMSTANCE**

12.1 If, as a result of a change in circumstances, a change of control of the Tenderer, or otherwise, any information given by a Tenderer to IE in a Tender or otherwise, including in a pre-qualification questionnaire, or at contract award stage (if any) was (when submitted) or has become (by reference to the facts as they then stand or otherwise) untrue, incomplete or misleading, the Tenderer must notify IE as soon as it becomes aware of this.

12.2 If it comes to the attention of IE (through such notification or otherwise) that:

- (a) there has been a change in circumstances concerning a Tenderer including a change of control of the Tenderer (actual, pending or threatened), including any change in the membership of a Tenderer;
- (b) there has been a change of control of a Tenderer or of any members of a Tenderer; and/or
- (c) any change in the roles of the Tenderer's members, that could affect IE's assessment of its Tender or the decision to invite the Tenderer to submit a Tender; and/or
- (d) information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they stand) untrue, incomplete or misleading,

IE may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information available to IE. Any changes not notified to IE may lead to the Tender submitted by that Tenderer being disqualified unless approved by IE in writing.

12.3 All changes must be fully disclosed to IE by way of written notice, as soon as such change or potential change becomes apparent to the Tenderer. IE reserves the right in its absolute discretion to withhold approval for any such changes and to disqualify the Tenderer concerned from any further participation in the procurement process.



### 13 ACCEPTANCE OF TENDERS AND CONTRACT AWARD

- 13.1 If a contract or contracts is/are awarded arising out of this tender process, written notification of acceptance of Tender will be given by IE to the successful Tenderer(s). No Tender shall be deemed to have been accepted unless such notification has been given.
- 13.2 IE reserves the right to make acceptance of a Tender conditional upon the Tenderer giving such security for the due performance of the Contract as IE has identified in this ITT and Contract, including without limitation, joint and several liability, legal opinions, a parent company guarantee(s) and/or bonds.
- 13.3 No contract(s) shall be deemed to be in existence between IE and the successful Tenderer until execution of the Contract(s) by the parties thereto.
- 13.4 STANDSTILL PERIOD:

AWARD OF CONTRACT ABOVE EU THRESHOLDS: IE will notify the successful Tenderer and all other Tenderers who have submitted an admissible Tender of its award decision. For the avoidance of doubt, and in circumstances where Directive 2007/66/EC (which amends Directive 92/13/EEC) applies, and pursuant to the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No 131/2010) as amended by the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) (Amendment) Regulations 2015 (S.I. No 193/2015), IE will not enter into a contract with the successful Tenderer, in any case where the contract value is ABOVE EU THRESHOLDS as currently applied from time to time under the Utilities Directive (2014/25/EU), until at least **fourteen (14) calendar days** after the day on which the Tenderers have been sent a notice informing them of the results of this competition, if such notice is sent by electronic means, and until at least **sixteen (16) calendar days** if such notice is sent by any other means.

AWARD OF CONTRACT BELOW EU THRESHOLDS: In the case of the award of a Contract which has a contract value BELOW EU THRESHOLDS as currently applied from time to time under the EU Directives, IE will not enter into a Contract until a period after all Tenderers who have submitted an admissible Tender have been duly notified of the results of the competition and IE's award decision.

### 14 SECURITY AND COMPLIANCE

- 14.1 TAX CLEARANCE CERTIFICATE: It will be a condition of the Contract and of any payment under the Contract, that the successful Tenderer and any subcontractors (domestic or otherwise) will be required to produce for inspection by IE a current Tax Clearance Certificate issued by the Revenue Commissioners of Ireland. Non-domestic Tenderers are referred to the Irish Revenue website [www.revenue.ie](http://www.revenue.ie) for information on Tax Clearance Certificates.
- 14.2 The Tenderer and all subcontractors shall continue to hold current issues of all such certificates until final payment becomes due under the Contract and no payment falling due under the Contract will be made by IE unless it has in its possession at the time of such payment a current issue of the relevant certificates.
- 14.3 VAT REGISTRATION DETAILS: Tenderers should note that IE will require VAT registration details of the Tenderer (where applicable).

- 14.4 ENVIRONMENTAL, SOCIAL AND LABOUR LAW: It will be a condition of the award of the Contract and an obligation under the Contract in the performance by the Contractor of its obligations under the Contract, that the successful Tenderer and its subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law referred to in Regulation 35(4) of the Utilities Regulations, established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Schedule 11 of the Utilities Regulations.

EMPLOYMENT LEGISLATION: In addition, and without prejudice to paragraph 1 of this Condition 14.4, it will be a condition of the award of the Contract and an obligation under the Contract in the performance by the Contractor of its obligations under the Contract, that the successful Tenderer and its subcontractors (if any), shall observe and comply with all applicable employment legislation during the course of the Contract including, without limitation, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of supplying the Goods, including without limitation the following legislation where applicable in the provision of the Goods: the National Minimum Wage Acts of Ireland, the Organisation of Working Time Acts, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, the Protection of Employees (Temporary Agency Work) Act 2012, and also compliance with any applicable legally binding sectoral agreements, registered employment agreements and/or employment regulation orders (where applicable) and compliance with all applicable health and safety legislation and regulations made thereunder.

## **15 STANDARDS, LICENCES AND PERMITS**

- 15.1 Tenderers should note that a Tenderer, if successful, must be able, as a condition of the Contract, and also as a condition of this ITT, to comply with IE's Code of Conduct for Suppliers and Business Partners of IE, a copy of which is attached hereto and which will be scheduled to the Contract and this will be a term of the Contract.
- 15.2 In the event of any contract award, the successful Tenderer and subcontractors will be required to have in force and be fully compliant with all other licences, permits, and authorisations required under applicable Law and the requirements of any regulatory authority having competence.

## **16 DOCUMENTS**

- 16.1 The documents required to be submitted by the Tenderer, in order to submit a valid Tender, are set out in Schedule 1 to these Conditions of Tendering.

## **17 COMPLIANCE WITH CONDITIONS OF TENDERING**

- 17.1 Tenderers are required to comply with these Conditions of Tendering when preparing their Tenders. If a Tender fails to comply in any material respect with the requirements set out in these Conditions of Tendering or is ambiguous, IE shall be entitled at its absolute discretion (but shall not be obliged to) to take such steps as it considers appropriate, including but not limited to the following:
- (a) to reject the relevant Tender as non-compliant;
  - (b) without prejudice to IE's right to reject the Tender:

- (i) to meet with, raise issues and/or seek clarification from the tenderer in respect of the relevant Tender;
- (ii) to request the Tenderer to provide IE with information or items which have not been provided or have been provided in an incorrect form;
- (iii) to waive a requirement which, in the opinion of IE is not material and/or is procedural; and/or
- (iv) to amend the relevant requirement of these Conditions of Tendering and invite all Tenderers to adjust their Tenders on the basis of such revised requirement.

PROVIDED HOWEVER that no amendment shall be permitted if, in the opinion of IE, the amendment if accepted, would constitute a material amendment. IE may seek clarification or ask Tenderers to supplement any aspect of a Tender.



## **TENDER FORM (AND PRICING DOCUMENT ATTACHED)**

### **TENDER FOR CONTRACT FOR THE PURCHASE OF GOODS BY IE**

**(a separate Form of Tender is required for each lot, where the Contract is divided into one or more lots)**

**Contract Reference Number 7192 Lot 1**

**To:** Procurement Manager  
**Address:** Procurement Department  
 Iarnród Éireann-Irish Rail  
 Inchicore Works  
 Dublin 8/D08 K6Y3/  
 Ireland

**DATED:**

**Re: Conditions of Tendering (“Conditions of Tendering”) for a contract (the “Contract”) for the Supply of Goods to Iarnród Éireann-Irish Rail (“IE”)**

1. In accordance with and subject to the Conditions of Tendering the above-named Contract, [identify the lot/s being applied for where applicable] we hereby tender for the contract for the supply of the Goods to IE as described in the Conditions of Tendering and in the Specification set out in Appendix 1 to the Conditions of Tendering and on the basis of the Contract set out in Appendix 3 to the Conditions of Tendering for the following prices (the “Prices”) (also set out in the duly completed **Pricing Document** to this Form of Tender) and for the Total Tendered Cost which is also set out in the “Total Sheet” in the Pricing Document, in euro and exclusive of VAT but inclusive of all other costs/items:

	<b>Cost Excluding VAT</b>
<b>Total Tendered Cost</b>	€

**Total Tendered Cost in words** \_\_\_\_\_

2. Unless otherwise stated, any capitalised terms and expressions used in this Tender Form and Prices shall have the same meanings as is assigned to them respectively by the Conditions of Tendering or the Contract as the case may be.
3. The Prices set out by us herein and on the Pricing Document duly completed by us and attached to this Form of Tender are based on a compliant Tender for the goods/services required based on the Specification and requirements of the ITT and are fixed for the duration of the Contract.
4. We acknowledge that IE reserves the right to award one or more contracts in respect of the Supply of the Goods to IE, or not to award any contract, and shall not be bound to award the Contract to one Tenderer. We confirm that we are tendering for the Contract for the Supply of the Goods to IE.
5. **We note that:**
- **All Prices quoted shall be in euro (€).**

- **All fees and charges quoted shall be stated in words as well as in figures and shall be exclusive of VAT but inclusive of all other costs, charges and levies.**
  - **Tenderers may be requested to provide a complete breakdown of the makeup of their Tender.**
  - **Charges quoted must include all preparatory work necessary to provide the Services.**
  - **Prices quoted should be stated in words as well as figures.**
6. If our Tender is accepted we will, if and when required, provide such security, including any guarantee or bond(s) and/or legal opinions relating thereto as IE may require, in a form and content satisfactory to IE and from an issuer approved by IE in advance, in its sole discretion.
  7. We understand that IE is not bound to accept the most economically advantageous tender, the lowest, or any tender it may receive.
  8. We confirm that this Tender represents a firm, unconditional and fixed offer, that our Prices shall remain fixed and shall remain open for acceptance by IE for the Tender Validity Period of **six (6) months** from the Closing Date.
  9. In preparing this Tender, we have taken into account the obligations relating to employment protection and working conditions that are in force in Ireland, including obligations set out in the Contract.
  10. We agree that, if successful, we and our subcontractors (if any), shall be comply with all applicable obligations in the field of environmental, social and labour law referred to in Regulation 35(4) of the Utilities Regulations 2016, that are established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Schedule 11 of the Utilities Regulations 2016.
  11. 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, IE, IE's evaluation team and the supplier of the etenders.gov.ie website for the purposes of our participation in this procurement process or that we otherwise have a legal basis for providing such Personal Data to the said persons for the purposes of our participation in this procurement process and that we will provide evidence of such consent and/or legal basis to IE upon request.
  12. Unless and until a formal agreement is prepared and executed, and exchanged between the parties, this Tender, together with IE's acceptance thereof, shall constitute a binding contract between us.

**\*\* ENCLOSE PRICING DOCUMENT DULY COMPLETED BY TENDERER \*\*\***

**DATED :**

**Name of Person, Firm or  
Company Tendering:**

\_\_\_\_\_ **(Name - IN BLOCK LETTERING)**

Address

\_\_\_\_\_  
\_\_\_\_\_

**Signed by**

[ \_\_\_\_\_ ]

\_\_\_\_\_

**Duly Authorised Signatory**

[ *insert name and title in Block Capitals* ]

**DULY AUTHORISED**

For and on behalf

Of: [ \_\_\_\_\_ ]

Person, Firm or Company

Witness:

Address:

Occupation:

**Or/**

**PRESENT when the Common Seal of**

[ \_\_\_\_\_ ]

**Was affixed hereto:**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Director/Secretary**

Witness:

Address:

Occupation:

## Schedule 1

### Information To Be Supplied With Tender As Required By the Conditions Of Tendering

Tenderers should note that a Compliant Tender and any Alternative Tenders (where alternative tenders are permitted by the Conditions of Tendering) must be in three clearly identified parts, as set out below.

1. Part 1 - Completed Tender Form, including the Pricing Document;
2. Part 2 - Information/Detailed Methodology/documentation or otherwise, as required to be produced in respect of any of the award criteria set out in Schedule 7 or Appendix 4 to this ITT:
3. Part 3 -
  - 3.1 Details of any subcontractors or specialist firms to be used by the Tenderer;
  - 3.2 Confirmation that the Tenderer will provide the insurances as specified in the Contract and details of insurance which Tenderers hold or intend to use in compliance with the Contract;
  - 3.3 Completed Insurance Questionnaire;
  - 3.4 Completed Employee Declaration;
  - 3.5 Current Tax Clearance Certificate;
  - 3.6 VAT registration details (if applicable) ;
  - 3.7 Completed Declaration of Conflicts and details of any conflicts of interest);
  - 3.8 Completed Declaration of Eligibility **or** Letter of Confirmation re Declaration of Eligibility;
  - 3.9 Completed Confirmation Regarding Information Provided During Pre-Qualification; and
  - 3.10 All other information expressly or implicitly required by the Conditions of Tendering, the Specification and the Contract.

## SCHEDULE 2

**Not used**



**SCHEDULE 3**

**DECLARATION OF CONFLICTS**

**CONTRACT FOR THE SUPPLY OF GOODS TO IE (Contract Reference Number [ ])**

**CONFLICT OF INTEREST DECLARATION**

**DATED:**

I \_\_\_\_\_ (insert full name)

Of \_\_\_\_\_ (insert company name)

(the “Company”)

Of \_\_\_\_\_ (insert Company address)

**Declare, as follows:**

- (a) I am not aware of any conflict of interest or potential conflict of interest in bidding for or performing the above named Contract; and
- (b) Neither I nor any employee, advisor, servant, agent, consultant, shareholders or relatives (which term, for the purposes of this declaration, shall have the meaning as set out in the Conditions of Tendering) of the Company have any relationship with employees, advisors, servants, agents, consultants or shareholders of any entity within the CIE Group (Coras Iompair Eireann, Iarnrod Eireann-Irish Rail, Bus Atha Cliath-Dublin Bus and Bus Eireann-Irish Bus, or the relatives of any personnel of any of IE or CIE, that do or could potentially result in a conflict of interest in bidding for or performing the above named Contract except as set out below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I undertake to immediately make a further declaration detailing any conflict or potential conflict which may arise during the performance of the above named Contract and to immediately take all necessary steps to resolve it.

**Signed by [ ]**

**Duly Authorised**

For and on behalf of:

[ ]

\_\_\_\_\_  
**Authorised Signatory**

*[name and title in block capitals]*

This declaration must be signed by a Director of the Company or the Company Secretary.

## SCHEDULE 4

### DECLARATION OF ELIGIBILITY in relation to the Exclusion Grounds

#### DECLARATION (AS PER REGULATION 89(1) OF THE EUROPEAN UNION (AWARD OF CONTRACTS BY UTILITY UNDERTAKINGS) REGULATIONS 2016

**TENDERERS PLEASE NOTE No 1:** Where the Tenderer is a Consortium or Grouping, **EACH** Member of the Consortium/Grouping (as identified at Part 1.2) **MUST COMPLETE A DECLARATION OF ELIGIBILITY SEPARATELY** and where a Tenderer proposes to use subcontractors, the Tenderer shall provide a Declaration of Eligibility duly completed (with all supporting documentation where required), in respect of each subcontractor.

**TENDERERS PLEASE ALSO TAKE ACCOUNT OF NOTE No 2** set out at the end of this Declaration, when completing this Declaration.

**TENDERERS PLEASE REFER TO NOTE No 3** set out at the end of the Declaration, before executing this Declaration.

**RE: CONTRACT NOTICE FOR THE SUPPLY OF [ ] GOODS/SERVICES required by IARNRÓD ÉIREANN-IRISH RAIL**

**NAME: (of Applicant) (each Consortium Member of any entity on whom the Applicant relies, must complete a separate Declaration in this form):**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTRY:**

\_\_\_\_\_

**On behalf of the Tenderer, and having been duly authorised by the Tenderer, I sincerely declare that:**

1. the Tenderer itself or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer has not been the subject of a conviction for one or more of the following reasons:
  - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - (b) 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 law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
  - (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
  - (d) 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) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- (f) 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.

2. **the Tenderer:**

- (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
- (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
- (c) 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 the law of Ireland;
- (d) is not guilty of grave professional misconduct;
- (e) has not entered into agreements with other economic operators aimed at distorting competition;
- (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
- (g) has not had any prior involvement in the preparation of the procurement process;
- (h) 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;
- (i) has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;
- (j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to the Tenderer being excluded from participation in this procurement process and/or in future procurement processes.**

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TEL:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**NOTE NO 2: MEASURES TAKEN BY TENDERER:** Where any one of more of the Exclusion Grounds set out above in the Declaration applies, the Tenderer **must** include details of such Exclusion Ground with its Tender and, where the Tenderer is not precluded from doing so under Article 57(6) of Directive 2014/24/EU, the Tenderer may provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate the Tenderer's reliability despite the existence of a relevant Exclusion Ground as is referred to in Article 57(12) of Directive 2014/24/EU. The evidence provided by the Tenderer will be taken into account by Iarnród Éireann-Irish Rail in considering whether or not to exclude the Tenderer from further participation in the procurement process. Nothing in this Schedule 4 or in these Conditions of Tendering shall preclude the submission by the Tenderer of a European Single Procurement Document (ESPD) referred to in Article 59(1) of Directive 2014/24/EU.

**NOTE NO 3: EXECUTION:** This declaration must be signed by a duly authorised person in the Tenderer's organisation. In the case of a company, a Director of the company or the Company Secretary must sign this declaration.

**FULL NAME (in block capitals):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*(Signature must be that of a Director/Principal)*

**Witness:** \_\_\_\_\_

**Name: (Block Capitals)** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

*Please note, confirmation/re-execution/notarisation of the Declaration may be sought prior to any contract being awarded.*

**OR**

**LETTER OF CONFIRMATION THAT DECLARATION OF ELIGIBILITY IS STILL VALID (where a Tenderer has already furnished a Declaration of Eligibility to IE at Pre-Qualification Stage)**

**(on letterheading of Tenderer)**

To: Procurement Manager,  
Procurement Department,  
Iarnród Éireann-Irish Rail  
Inchicore Works  
Inchicore  
Dublin 8/D08 K6Y3/  
Ireland

**DATED:**

RE: **Tender for a Contract for the Supply of Goods to Iarnród Éireann-Irish Rail (“IE”), Contract Reference No 7191 Lot 1**

Dear Sirs,

We confirm that since making the Declaration of Eligibility dated [ ] day of [ ] 20[ ] in accordance with your required procedures which we furnished to IE, that the legal situation regarding the circumstances stated in the Declaration has not changed in any way that would prohibit this firm from making a new Declaration of Eligibility on exactly the same basis. We also confirm that in providing the Declaration, consent is given to you to check (as you consider necessary) the correctness of the statements made in the Declaration with relevant third parties.

Yours faithfully

---

**DIRECTOR/PRINCIPAL**

For and on behalf of [ ]

*insert correct legal name of Tenderer, and names of all members of a group or consortium]*

**SCHEDULE 5 - Employee Declaration**

I hereby certify that all employees (including sub-contracted and sub-contractors staff), regardless of nationality, engaged on contracts with the CIÉ Group (Coras Iompair Eireann, Iarnród Eireann-Irish Rail, Bus Atha Cliath-Dublin Bus and Bus Eireann-Irish Bus, are paid not less than the statutory minimum wage and, where applicable under Irish law and applicable legally binding sectoral agreements, any applicable registered employment agreements and/or applicable employment regulation orders. I further certify that I will fully comply with the obligations to keep all records in accordance with all applicable employment legislation.

**Company Name** .....

**Signed\*** .....  
*[Director] [name] [Company Secretary] [name]*

**Block capitals**  
.....

**Position** .....

**Date** .....

**Company Seal<sup>1</sup> affixed  
In the presence of:**

{ seal }

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\* This declaration must be signed by a Director of the Company or the Company Secretary.



<sup>1</sup> Where the company has a seal, this document should be sealed and the seal affixed and countersigned in accordance with the articles of association of the company or bye-laws/laws of the country of its incorporation.

## SCHEDULE 6

### CONFIRMATION REGARDING INFORMATION PROVIDED DURING PRE-QUALIFICATION

**To: Procurement Manager**

Procurement Department  
Iarnród Éireann-Irish Rail  
Inchicore Works  
Dublin 8 /D08 K6Y3  
Ireland

**Re: Tender for Contract for the Purchase of Goods by IE**

**(Contract Reference Number 7191 Lot 1 (the "Contract")).**

**DATED:**

Dear Sirs,

We hereby confirm that:

- (A) The information supplied by us or otherwise is true and accurate in all material respects and that the information with respect to the legal structure, financial condition, technical qualifications and resources (including information provided in relation to customer support, billing and on-line reporting capability), intended to be utilised in undertaking the services under the Contract has not changed in any material respect since our pre-qualification submission.

We further confirm in full our capability and competence in respect of the areas of customer support, billing and on-line reporting, identified in our pre-qualification submission. **OR**

- (B) That the following changes to the information provided by us in respect of our submission to the pre-qualification questionnaire and/or through the Supply-Line system (where applicable) have occurred:

**[tenderers to insert relevant detail ]**

**[DELETE (A) OR (B) AS APPROPRIATE ]**

Yours faithfully

.....  
**[DIRECTOR/AUTHORISED SIGNATORY]**

Name: [ ]

**FOR AND ON BEHALF OF:** [ ] (full legal name of Tenderer)

Having its registered office at: [ ]

And place of business at: [ ]

## SCHEDULE 7

### AWARD CRITERIA AND WEIGHTINGS AND SCORING METHODOLOGY

**NB: THIS SCHEDULE ONLY APPLIES WHERE THE CONTRACT IS NOT DIVIDED INTO LOTS. IF THE CONTRACT IS DIVIDED INTO LOTS, THIS SCHEDULE DOES NOT APPLY AND APPENDIX 4 OF THIS ITT APPLIES.**

[.]

#### AWARD CRITERIA AND WEIGHTINGS (INCLUDING ANY SUB-CRITERIA)

##### ***Minimum Technical Criteria***

***Tenderers must complete the Schedule appended to the Technical Specification. All tenders must be compliant with the mandatory requirements set out in the IE Technical Specification otherwise it will be deemed a non-compliant bid.***

##### ***Total Cost***

***To be evaluated in accordance with the completed Pricing Document 70%***

##### ***Conformance with the non-mandatory requirements of IE's Technical Specification***

***Tenderers must provide supporting information in respect of each of the non-mandatory items listed in the Conformance Schedule to demonstrate the compatibility and deliverability of their technical proposals with IE's requirements as set out in the Technical Specification. 30%***

***A minimum score of 40% of the points available must be achieved in respect of Technical Specification criterion.***



**SCORING METHODOLOGY**

**The total number of available marks are 10,000 = 100% of Award Criteria.**

**Cost 70% of Award Criteria**

$$\frac{\text{Max marks} * \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{Score for Tender X}$$

**Technical Compliance of non-mandatory requirements 30% of Award Criteria.**

Each item will be scored out of 10 as follows:

Compliance	Score out of 5
100%	5
80%	4
60%	3
40%	2
0% (Non Compliant)	0

Note: 1. Cameras that do not meet the mandatory requirement will receive 0 Points.

2. Tenderers must achieve a minimum of 40% of the total available marks in order to be included in the overall evaluation.

*(100% Technical Compliance equating to a score of 5)*

*Excellent - Overall, the response is excellent and relevant. The response comprehensively meets all technical requirements and specifications listed. .*

*(80% Technical Compliance equating to a score of 4)*

*Very Good - Overall, the response is very good and relevant. The response demonstrates a very good alignment in meeting technical requirements and specifications listed.*

*(60% Technical Compliance equating to a score of 3)*

*Good - Overall, the response is good and relevant. The response demonstrates a good alignment in meeting technical requirements and specifications listed.*

*(40% T Technical Compliance equating to a score of 2)*

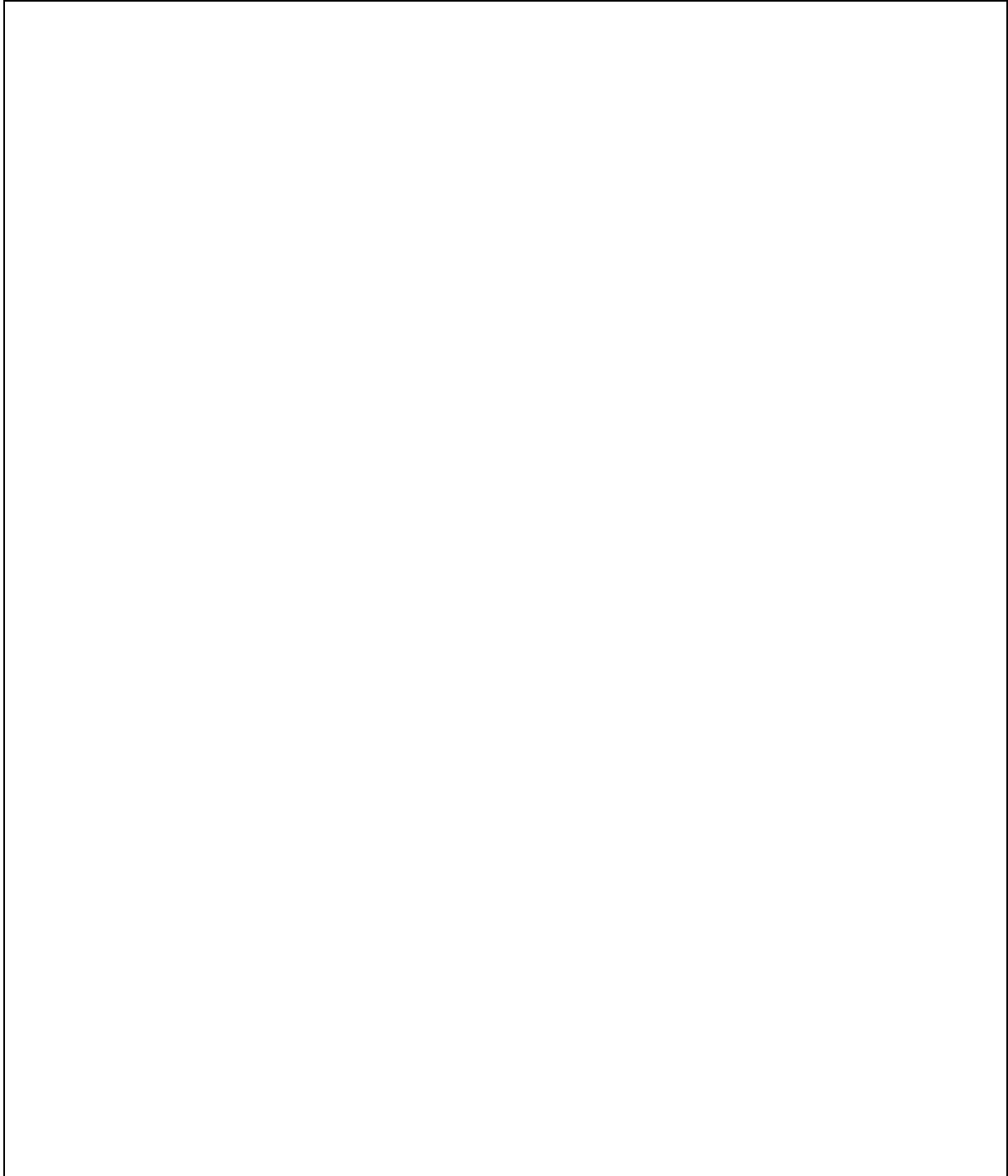
*Acceptable - Overall, the response is acceptable and relevant. The response demonstrates an acceptable level in meeting technical requirements and specifications listed.*

*(20% Technical Compliance equating to a score of 1)*

*Poor - Overall, the response is fair and partially relevant, Less than 40% of listed Specifications are compatible with the requirements. Non-compliant, failed bid.*

*(0% Technical Compliance equating to a score of 0)*

*Unacceptable - Nil or inadequate response. The response fails to satisfy the all technical requirement, 0% of listed Specifications are compatible with the requirements or one of the mandatory requirements Failed. Non-compliant.*



**Tenderers should note:**

- 1 Cost is evaluated based on the projected volumes indicated in the Table above. IE make no guarantee concerning these volumes which are notional only for the purposes of tendering.
- 2 Lead Time or Delivey time will be scored on the basis that where there is a minimum lead time, bids which exceed this minimum lead time will not be considered and shall be deemed non-compliant.



## SCHEDULE 8

### RETURN OF TENDERS AND QUERIES

With reference to Condition 6.1 the Closing Date shall be: [ ] hours on [ ] date.

With reference to Condition 7.2 of the Conditions of Tendering, all queries regarding the ITT or Contract or any other element of the ITT should be addressed via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie).

to be submitted no later than **15 Working Days** before the Closing Date. It is the Tenderer's responsibility to ensure that all queries are received by IE.

With reference to Condition 7.3 of the Conditions of Tendering, copies of all queries submitted to IE pursuant to Condition 7.2 of these Conditions of Tendering and IE's answers will be circulated to all Tenderers not less than **5 Working Days** before the Closing Date.

## **Appendix 1**

### **TECHNICAL SPECIFICATION**

**for the Supply of Goods to IE**

**ATTACHED**

## **APPENDIX 2**

### **CODE OF CONDUCT FOR SUPPLIERS AND BUSINESS PARTNERS OF IE AND APPLICABLE IE STANDARDS**

**Code of Conduct – Attached**

**Applicable IE Standards - Attached**

## APPENDIX 3

### FORM OF STANDARD CONTRACT FOR THE PURCHASE OF GOODS BY IE

Attached

## APPENDIX 4

**NB: THIS SCHEDULE APPLIES WHERE THE CONTRACT IS DIVIDED INTO LOTS, and Schedule 7 of this ITT does NOT apply where the Contract is divided into lots.**

**\* IE to insert in this Appendix 4, the information required by Regulation 72 of the Utilities Regulations 2016 and Article 16(8),(9) and (10) and Article 65 of the Utilities Directive 2014/25/EU in relation to lots, also taking into account Condition 5.30, Condition 11 and the other Conditions set out in the Conditions of Tendering, and including without limitation (taking into account any PQQ stage of this competition and tenderers who have been pre-qualified for certain lots or all lots), whether a Tenderer may submit Tenders for one lot or for multiple lots, and in that case, that Tenderers must confirm the lot/lots they are tendering for. IE to clarify in this Appendix what their requirements are, if Tenderers are tendering for multiple lots, IE's requirements concerning a Tenderer's ability to meet aggregate financial requirements of combined lots where they are applicable, and identified by IE**

### **AWARD CRITERIA, WEIGHTINGS AND SCORING METHODOLOGY**

[ ]

[ ]



**DATED**

**2020**

---

**CONDITIONS OF TENDERING**

**FOR**

**THE PURCHASE OF GOODS**

**BY**

**IARNRÓD ÉIREANN-IRISH RAIL (“IE”)**

---

**Contract Reference Number 7192 Lo1**

Iarnród Éireann-Irish Rail  
Procurement Department  
Inchicore Works  
Dublin 8  
Ireland



**STANDARD CONTRACT FOR THE PURCHASE OF GOODS**

RE: SUPPLY OF [ ] *[insert type of goods being purchased]*

CONTRACT REFERENCE NO: [ ]

**BETWEEN:**

**IARNRÓD ÉIREANN-IRISH RAIL (“Purchaser”)**

and

[ ]

*[insert correct legal name of successful Tenderer]* OR

*[all names of winning consortium members where applicable]*

**(“SUPPLIER”)**

and

**CÓRAS IOMPAIR ÉIREANN (“CIE”)**

CIE Solicitor’s Office  
Bridgewater House  
Islandbridge  
DUBLIN 8  
IRELAND  
18/245/28/23/SK/PN/D3c/140618

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## **CONTRACT FOR THE PURCHASE OF GOODS**

**THIS AGREEMENT IS MADE THE [ ] DAY OF [ ] 20[ ] BETWEEN:**

[ ] [insert full legal name of successful tenderer ] [full legal names of each member of a joint venture/consortium ], OF [ ] [insert registered office of successful tenderer / registered office of each member of consortium/joint venture ] (hereinafter called the “**Supplier**” which expression shall include its successors and assigns);

**IARNRÓD ÉIREANN – IRISH RAIL**, a designated activity company, limited by shares, registered in Ireland under the Companies Act 2014 with registration number 119571 and having its registered office at Connolly Station, Amiens Street, Dublin 1, Ireland (hereinafter called “**IE**” which expression shall include its successors and assigns); and

**CÓRAS IOMPAIR ÉIREANN**, a statutory body having its offices at Heuston Station, Dublin 8, Ireland (hereinafter called “**CIE**” which expression shall include its successors and assigns).

(collectively the “**Parties**” and individually a “**Party**”).

### **WHEREAS:**

- A IE wishes to purchase the Goods described in this Contract and in the Specification. Accordingly, IE issued an invitation to tender for the purchase of the Goods and for the award of this Contract.
- B The Supplier has successfully tendered for the Contract and has agreed to provide the Goods to IE on the terms and conditions of this Contract.
- C CIE is the parent entity of IE and is the owner of railway lands in Ireland and the Supplier has therefore agreed to provide certain warranties and undertakings, insurances and indemnities to CIE as set out in the Contract and CIE has agreed to be a Party solely for these purposes.

### **NOW IT IS AGREED:**

- 1 IE shall purchase the Goods and the Supplier shall sell the Goods to IE on the terms and conditions of this Contract, which consists of the agreement set out on pages 4-6 of the Contract as executed by the Parties, and all of its Schedules attached hereto.
- 2 Capitalised terms and expressions used in this Contract have the meanings given to them respectively in Schedule A hereto.
- 3 The names and details of each person nominated by each Party for service of formal Notices under the Contract are set out below. If there is any change to the persons nominated below during the Term, notice in writing of such change by way of formal Notice must be given in advance by the Party changing them, to each of the other Parties to the Contract in order for such change to become effective:

Notice Parties of IE	Notice Parties of Supplier	Notice Parties of CIE
<p><b>Contract Manager:</b> [.....insert name.....]</p> <p>Other Persons:[insert names]</p>	<p><b>Contract Manager:</b> [.....insert name.....]</p> <p>Other Persons: [insert names]</p>	<p>Geraldine Finucane, CIE Group Secretary</p>
<p>Address: Iarnród Éireann [insert relevant full address i.e. Connolly Station, Amiens Street, Dublin 1, Ireland or Inchicore Works, Inchicore, Dublin 8, Ireland as the case may be, where the Goods are being delivered]</p>	<p>Address: [name of Supplier entity] [insert business address and where different, address of registered office [such details for each member of a consortium/joint venture] The Supplier's Contract Manager <u>or</u> one other person nominated by the Supplier named here, must be resident in Ireland and authorised for service of any proceedings under the Contract]</p>	<p>Address: CIE, Heuston Station, Dublin 8, Ireland</p>

4 The Goods shall be delivered in accordance with the Contract, on the Delivery Date(s) and to the Delivery Point(s) set out in the Contract.

5 The Contract shall come into force on the date stated on page 4 of this Contract and will expire on the earlier of the date of completion of the supply of the Goods from the Supplier as certified in writing by IE, or [ ] day of [ ] 20[ ] IE insert] (the "Term"), unless either extended in accordance with Schedule B or terminated earlier in accordance with A19 of Schedule A. **[This must be completed by IE prior to issue to Tender – IE delete this note]**

**IN WITNESS WHEREOF THIS CONTRACT WAS ENTERED INTO BY EACH OF THE PARTIES ON THE DATE STATED ABOVE.**

<p><b>SIGNED BY</b> [.....insert name in block capitals.....]</p> <p>Duly Authorised for and on behalf of <b>IE</b> in the presence of:</p> <p>.....</p> <p><b>Authorised Signatory</b></p>	<p><b>SIGNED BY</b> [.....insert name in block capitals.....]</p> <p>Duly Authorised for and on behalf of <b>CIE</b> in the presence of:</p> <p>.....</p> <p><b>Authorised Signatory</b></p>
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<b>Title:</b> [.....insert.....]	<b>Title:</b> [.....insert.....]
Witness:.....	Witness:.....
Address:.....	Address:.....
Occupation:.....	Occupation:.....

**SIGNED BY** [.....insert name in block capitals.....]

Duly Authorised for and on behalf of the **SUPPLIER** in the presence of:

.....  
**Authorised Signatory**

**Title:** [.....insert.....]

Witness: .....

Address:.....

Occupation:.....

*[insert signing block for each member of joint venture/consortium where applicable – each member must execute the Contract Agreement]*

**OR (EXECUTION UNDER SEAL BY THE SUPPLIER, IF REQUIRED BY IE):**

**PRESENT WHEN THE COMMON SEAL OF**  
**[.....insert full legal name of SUPPLIER.....]**  
**WAS AFFIXED HERETO:**

*{ affix seal }*

.....  
**Director**

.....  
**Director/Secretary**

Witness:.....

Address:.....

Occupation:.....

*[each member of a joint venture/consortium (where it is the Supplier) must execute the Contract Agreement under seal where sealing is required by IE and attach its sealing block as per the above sealing block]*

## SCHEDULES TO THE CONTRACT FOR PURCHASE OF GOODS

### SCHEDULE A: CONDITIONS OF CONTRACT

#### A1 Execution by the Parties

This Contract shall be executed by the Parties in triplicate and an original counterpart as executed by all of the Parties shall be furnished to each Party. Each of the Parties confirms that this Contract is executed by its duly authorised officers. Where the Supplier constitutes a consortium or joint venture, each member of that consortium/joint venture shall be required to enter into and execute this Contract, and they shall do so on a joint and several basis and each such member shall be jointly and severally liable to each of IE and CIE for the delivery of the Goods to IE.

#### A2 Interpretation

- (1) The masculine gender shall include all other genders and the singular number shall include the plural and vice versa. Headings in this Contract are for convenience only and do not affect its interpretation or construction.
- (2) Reference to a “person” includes any individual, company, body corporate, statutory or local authority, state body or agency, government, unincorporated association, partnership, or joint venture. Words such as “herein” or “hereof” and similar shall unless otherwise stated, refer to the whole of this Contract and not any particular section of it and “including” shall be construed without limitation. Reference to “writing” includes anything that is written, typed, printed, in electronic form or otherwise, resulting in a permanent record and “agree” and “agreement” means an agreement in writing signed by the Parties.
- (3) Reference to any legislation is to the legislation of and applicable in Ireland unless expressly stated otherwise and shall be construed as that legislation (statute or other instrument) as may be amended, codified, replaced, re-enacted, consolidated or extended, and reference to any “document” is a reference to that document as amended, supplemented or varied from time to time.
- (4) Where two or more persons are joined in this Contract as the “Supplier”, they shall do so on a joint and several basis and shall be jointly and severally liable to IE and CIE for the performance of their obligations under this Contract, and all warranties, representations, covenants and undertakings given by two or more persons are given or entered into jointly and severally.
- (5) In consideration of the payment by CIE of €10 (ten euro) to the Supplier (receipt and adequacy of which is acknowledged), the Supplier agrees to give certain warranties and representations, covenants and undertakings provided by it herein, in favour of CIE.

#### A3 Definitions

The following terms and expressions shall have the following meanings in this Contract:

**Advance Payment Bond** means a bond in the form set out in Schedule E;

**Brexit** has the meaning given to it in Clause A23;

**Change Authorisation Procedure** means the change control procedure referred to in Clause A24;



**Charges** means the price/prices payable by IE to the Supplier for the purchase of the Goods, exclusive of VAT, set out in the Pricing Document in Schedule G;

**Clause** means a Clause in this Contract or in any of the Schedules as the case may be;

**Conditions of Contract** means the terms and conditions for the purchase of the Goods by IE from the Supplier set out in this Schedule A;

**Confidential Information** unless otherwise in writing to the contrary by IE, means any and all information, data, records in whatever form (whether oral, electronic, audio-visual, recorded or otherwise) and including any copies thereof, of whatever nature (legal, financial, technical, scientific, commercial, operational or otherwise), and whether or not proprietary, in any form or medium (whether provided in documentary or by way of model or in other tangible or intangible form; or disclosed orally or by demonstration or presentation or disclosed electronically or by any other means) relating to the businesses or operations of IE and/or CIE, or and any other matter relating to the interests of IE and/or CIE, supplied or made available to the Supplier or any of the agents, Advisers, subcontractors, or suppliers of the Supplier, in connection with the tender process leading to the award of this Contract or relating to this Contract, at any time, whether before or after the date of this Contract, to the Supplier, any member of any consortium of which the Supplier is a member in respect of this Contract, or obtained by the Supplier or any member of the consortium of which the Supplier is a member, during visits to IE and/or CIE, and shall also include this Contract; and including all information, records, data and documentation (in whatever form) provided or obtained by any Party from any other Party in connection with this Contract and its subject matter, the negotiations relating to it, and confidential information concerning the business and operations of any Party;

**Contract** means the contract executed by the Parties comprising the agreement set out on pages 4-6 of this Contract, all of the Schedules (together with any documents attached or incorporated thereto), a Purchase Order(s) and any amended Purchase Order(s), together with any amendments to any of them;

**Contract Manager(s)** means the persons identified as such in paragraph 3 (pages 4-5) of this Contract;

**Data Protection Legislation** means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection;

**Defect** means any failure or defect in the Goods or any component of them, of whatever nature (whether manifest or latent or a design defect) and howsoever arising, which fails to satisfy the requirements of the Specification in any manner;

**Delivery** means physical delivery of the Goods by the Supplier to IE and shall include unloading, stacking or installation of the Goods by the Supplier’s personnel, subcontractors, agents or carriers to the Delivery Points and/or at IE’s premises or other place as IE may direct;

**Delivery Date(s)** means the dates for Delivery of the Goods as set out by IE herein or in the Purchase Order or amended Purchase Order, Specification or as otherwise notified by IE in writing to the Supplier;

**Delivery Point(s)** means the point/location where the Goods are removed from the transporting vehicle of the Supplier or its agent, and physically delivered to IE at IE's premises, or, where the Goods are collected by IE, the physical delivery of the Goods to IE at the point of delivery where the Goods are loaded onto the transporting vehicle of IE or of any person acting on its behalf;

**Drug and Alcohol Policy** means the drug and alcohol policy of IE, the current version of which is set out in Schedule I or otherwise supplied to the Supplier by IE and updates will be notified to the Supplier by IE;

**euro and "€"** means euro, the lawful currency of Ireland;

**EU Law** means the law of the European Union (including Directives, Regulations, guidelines, binding case law of the Courts of Justice of the European Union);

**Force Majeure Event** means, in relation to any Party, any circumstances or event beyond the reasonable control of that Party which could not have been avoided by taking reasonable precautions which having regard to all matters known to it before the occurrence of the Force Majeure Event and all other relevant factors it ought reasonably to have taken but did not take, which falls into one or more of the following categories: acts of God, war, riot, civil commotion, explosion or malicious damage, acts of terrorism, security alert, fire, flood, storm, embargoes, strike, lock out, go-slow or labour or industrial disputes but excluding in all cases any embargoes, strikes, lockouts, go-slow, labour or industrial disputes of the Supplier's organisation or of any of its subcontractors, servants or agents, and provided that in each case of any of the items listed in this definition, such an event does not arise directly or indirectly as a result of any wilful act or default of the Party claiming the force majeure relief and provided that Brexit shall not constitute a Force Majeure Event;

**Good Industry Practice** means the exercise of that degree of due skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier of goods similar in size, scope, complexity and purpose to the Goods, where such supplier seeks to comply with all applicable Law and standards;

**Goods** means the goods/materials/equipment and each of their component parts, and any technical manuals, instructions, log books and documentation accompanying them or relating to them, the subject of this Contract and identified in this Contract, Specification and/or Purchase Order and any amended Purchase Order and any services ancillary or necessary thereto;

**IE Standards** means the standards listed and attached in Schedule I and any updates will be provided by IE to the Supplier;

**IE's Code of Conduct** means the code of conduct for suppliers of IE set out in Schedule H and updates will be provided by IE to Supplier;

**Insurances** means the insurance requirements set out in the Specification, if any, and/or the contract-specific insurance requirements set out in Schedule D;

**Intellectual Property** means any and all rights relating to trademarks, service marks, trade names, logos (whether registered or not), domain names, business names, moral rights, inventions, copyrights and all related rights, patents, patent applications, design rights (registered or unregistered), database rights and rights of extraction relating to databases, topography rights, improvements to existing technology, know-how and all other forms of industrial or intellectual property or other similar proprietary rights in each case, which may subsist in any part of the world, and whether or not registered or registrable, including rights to apply for such registration;

**Ireland** means the Republic of Ireland;

**Law** means any current and future law, rule, statute, act or delegated legislation, by-law, instrument, decisions, or regulations applicable in Ireland, including without limitation common law, laws passed by the Oireachtas (parliament of Ireland), and the EU (European Union) law including Directives and Regulations and Directive 2014/25/EU, and any codes of practice, guidelines or directions which the Supplier is contractually or legally bound to comply with under applicable law, including amendments (statutory or otherwise), replacements and re-enactments to any of them;

**Liquidated Damages** means the liquidated damages if any, referred to in Clause C4 of Schedule C payable by the Supplier to IE;

**Month** means calendar month;

**Notice** means a formal notice which must be in writing served by any Party on any other Party or Parties and delivered either personally or by hand/courier, or sent by pre-paid registered post which must be served in accordance with the provisions of Clause A25(1) of Schedule A of this Contract whereas a “notice” when used in this Contract means an informal notice which must be in writing served by any Party on any other Party or Parties which may be served by email or fax or using any of the methods referred to in Clause A25(1) of Schedule A;

**Parties** means each of IE, CIE and the Supplier and their respective successors and lawful assigns;

**Post-Tender Clarifications** means the post-tender clarifications, if any, issued by IE during the tender process for the award of this Contract;

**Public Sector Directive** means Directive 2014/24/EU of the European Parliament and of the Council dated 26 February 2014 on public procurement and repealing Directive 2014/18/EC;

**Public Sector Regulations 2016** means the European Union (Award of Public Authority Contracts) Regulations 2016 implementing Directive 2014/24/EU;

**Purchase Order** means the purchase order(s) issued/to be issued by IE to the Supplier in connection with the purchase of the Goods contemplated by this Contract, and any reference in a Purchase Order or amended Purchase Order to terms and conditions shall be deemed to include a reference to the terms and conditions of this Contract;

**Pricing Document** means the document set out in Schedule G setting out the Charges and milestones relating to the purchase of the Goods by IE from the Supplier, including deliverables, and Delivery Dates, subject to the terms and conditions of this Contract;

**Remedy of Defects Period** has the meaning given to it in Clause C2 (Schedule C);

**Schedule** means a Schedule of this Contract attached to this Contract unless expressly stated otherwise and the contents of each Schedule, which may be put on disc by IE or provided in hard copy, shall be deemed to form an integral part of and be fully incorporated into the Contract and including any annexes, exhibits or attachments to them;

**Special Conditions** means the Contract-specific special conditions, if any, made applicable to this Contract by IE and set out in Schedule C;

**Specification** means IE’s specification for the supply to IE of the Goods, as set out in Schedule E together with all attachments thereto and any amendments agreed in writing between the Parties;

**Supplier** means the person/entity that is named as such in this Contract;

**Supplier's Tender** means the tender submitted by the Supplier to IE in response to IE's tender process for the award of this Contract;

**Tax Clearance Certificate** means a tax clearance certificate issued by the Revenue Commissioners of Ireland;

**Term** has the meaning given to it by paragraph 5 (page 5) of this Contract as may be extended by IE in accordance with Schedule B;

**Utilities Directive** means Directive 2014/25/EU of the European Parliament and of the Council dated 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC;

**Utilities Regulations 2016** means the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, implementing Directive 2014/25/EU (Statutory Instrument No. 286 of 2016);

**VAT** means value added tax payable in Ireland under applicable Law;

**Working Day** means a day that is a weekday, weeknight, Saturday or Sunday, a bank holiday and/or a public holiday in Ireland but specifically excludes Christmas Day and St. Stephen's Day.

#### **A4 Entire Agreement and Order of Priority**

- (1) Entire Agreement: This Contract (which includes the documents referred to herein) is the entire agreement between the Parties for the supply of the Goods to IE from the Supplier, and supersedes and extinguishes any prior negotiations, understandings, arrangements, representations or agreements, written or oral, made between the Parties in relation to its subject matter. The Supplier acknowledges that it is bound by the terms and conditions of this Contract.
- (2) Order of Priority: In the case of any conflict between the documents constituting the Contract, they shall take the following order of precedence, such that those appearing higher on the list take precedence over those appearing lower down:
  - (i) the agreement between the Parties set out on pages 4-6 of this Contract;
  - (ii) any Contract extensions pursuant to Schedule B;
  - (iii) the Conditions of Contract (Schedule A);
  - (iv) the Data Schedule (Schedule J);
  - (v) the Special Conditions (Schedule C);
  - (vi) Any Advance Payment Bond required (in the form set out in Schedule E);
  - (vii) Contract-Specific Insurance Requirements (Schedule D);
  - (viii) the Specification (Schedule F) and any documents listed in Schedule F;
  - (ix) the Pricing Document (Charges) (Schedule G);

- (x) IE Standards (Schedule I);
- (xi) IE's Code of Conduct (Schedule H);
- (xii) A Purchase Order and any amended Purchase Order;
- (xiii) any Post-Tender Clarifications; and
- (xiv) the Supplier's Tender.

#### **A5 Supplier's Terms and Conditions**

This Contract excludes all terms and conditions of the Supplier, whether pre-printed, produced, signed or stamped by any Party, whether written or oral, whether printed on any quotation, tender, specification, delivery note, invoice or similar document or referred to on such documents, or referred to or posted on any website or correspondence, and whether furnished or not to IE and all such terms and conditions are expressly disallowed and do not form part of the terms and conditions set out in this Contract, for the supply of the Goods to IE by the Supplier.

#### **A6 Supply of Goods and Supplier's Obligations**

- (1) The Supplier shall supply the Goods to IE for the Charges in accordance with (a) the terms and conditions of this Contract (which includes the Schedules), (b) Good Industry Practice (c) applicable Law, including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/services are provided, that have been established by EU Law, national law, collective agreements and by international, environmental, social and labour law listed in Annex XIV of the Utilities Directive, and (d) in compliance with IE Standards, at the times and on the dates and to the Delivery Points as set out in the Contract or as otherwise notified in writing by IE to the Supplier. The sale of the Goods to IE shall be deemed to include the provision to IE of all related manuals, technical instructions, log books, warranties, guarantees and other documentation provided by the Supplier or any other person on its behalf.
- (2) The Goods shall be deemed not to comply with the Specification if they are not capable of performing to the standard of performance required under the Specification. No payment shall be made by IE for Goods which are rejected by IE.
- (3) The Supplier shall have and maintain in force for the Term all consents, permissions, authorisations and licences as may be necessary to enable it to supply the Goods to IE.
- (4) No Goods shall be supplied unless a Purchase Order (or amended Purchase Order where applicable) is issued in respect thereof by IE to the Supplier. Unless otherwise stated in the Specification, there is no minimum amount of Goods that must be ordered by IE from the Supplier and IE makes no warranty, guarantee or representation in respect thereof. The Supplier shall commence supplying the Goods on the date specified in the Purchase Order or such other date as IE shall notify in writing to the Supplier and continue to do so until all of the Goods have been delivered to IE or up to the expiry of the Term. The Supplier shall supply the Goods on Working Days unless the Specification states otherwise.
- (5) The Supplier shall comply with all of IE's reasonable requirements notified to it by IE during the Term. The Supplier shall provide IE with a safety statement (satisfactory to IE, in its

absolute discretion) where specified under IE Standards, but if the designated IE Standards do not require a statement, Supplier must nevertheless provide IE with a safety statement (satisfactory to IE, in its absolute discretion), if IE requests one, prior to delivery of the Goods to IE.

- (6) IE recognises that the Supplier may from time to time, in the delivery of the Goods to IE, need the cooperation of IE in order to facilitate Delivery. IE shall use its reasonable endeavours to so facilitate the Supplier subject to the Supplier agreeing with all of IE's requirements concerning access to its premises or Delivery Points, including without limitation, safety and security arrangements, insurances, and permit to access permissions under applicable IE Standards.
- (7) Any equipment or materials used by the Supplier in the Delivery of the Goods to IE (for example, transport vehicles, loading or unloading equipment) shall be at the risk of the Supplier and neither IE nor CIE shall have any liability for loss or damage relating thereto. The Supplier shall remove its equipment and materials used by it in the delivery of the Goods, from any premises of IE/CIE and/or Delivery Points, promptly after Delivery, and shall leave such premises in a clean and tidy, safe and serviceable condition. The Supplier is liable to IE and/or CIE for making good any damage caused to any property or item at any premises of IE and/or CIE, fair wear and tear excluded, caused by the Supplier or any person acting on its behalf.
- (8) The Supplier's Contract Manager and IE's Contract Manager and such other authorised representatives of each Party shall meet or communicate on a regular basis during the Term, or at the times (if any) set out in the Specification, to review progress and address any issues arising. The Supplier shall, if requested by IE, shall meet formally for a review of Supplier's performance on such times and dates as may be specified by IE and shall comply with all reasonable directions from IE given at such review meetings or via any other communications from IE to the Supplier.
- (9) The Supplier is the prime contractor for the supply of the Goods to IE and is liable to IE for all of its obligations under this Contract and under Law however arising. In particular, the Supplier is liable to IE and CIE for all of the acts and omissions, negligence and errors, defaults, breach of duty and breach of statutory duty of each of its subcontractors, personnel, servants and agents as if they were the act, omissions, negligence, errors, defaults, breach of duty or breach of statutory duty of the Supplier. The Supplier shall ensure that all persons acting on its behalf under the Contract shall comply with all provisions of this Contract where relevant.
- (10) The Supplier shall, if requested by IE, supply a legal opinion from a practising lawyer acceptable to IE (in its sole discretion), in favour of IE, in respect of the due execution and enforceability of this Contract against the Supplier, such legal opinion to be in a form and content satisfactory to IE (in its sole discretion).

#### **A7 Supplier's Warranties and Undertakings and Remedy of Defects**

- (1) The Supplier warrants and represents to each of IE and CIE that:
  - (a) it has all necessary right, power and authority to enter into and carry out its obligations under this Contract; its obligations under this Contract constitute legal, valid and binding obligations enforceable against it in accordance with their terms;
  - (b) all consents, permits, authorisations and licences that are required for it to carry on its business and to supply the Goods to IE, including without limitation valid licences

for all Intellectual Property rights, have been obtained and are valid and in full force and effect and have not been revoked, rescinded, suspended or terminated and copies will be made available to IE on request;

- (c) it will comply with all applicable Law and legal requirements (including relating to the manufacture and distribution process as they apply to the Supplier) and the terms and conditions of this Contract in supplying the Goods to IE and performing its obligations hereunder;
  - (d) it will comply with IE Standards (including the Drug and Alcohol Policy) and IE's Code of Conduct;
  - (e) it will comply with the applicable SMS-009 (applicable IE Standard for Approved Suppliers of Safety Critical Equipment) where this Standard is made applicable under Schedule I;
  - (f) it will maintain its status as an "Approved Supplier of Safety Critical Equipment" within the meaning of the applicable IE Standard SMS-009, where this Standard is made applicable under Schedule I, and will do so for the duration of the Term and any contract extension that may be granted by IE under Schedule B;
  - (g) it has sufficient title and ownership of the Goods to transfer an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions or impediments of any kind, in respect of the Goods, to IE;
  - (h) none of the Goods supplied to IE under this Contract, or any spare parts or materials, documentation or data supplied to IE by the Supplier or on its behalf will infringe any third party's Intellectual Property rights;
  - (i) it understands the nature of its obligations under this Contract and is capable of assuming any risks contained in it and applicable to it;
  - (j) all information and documentation it has supplied to IE or CIE in connection with this Contract, or the tender process for the award of this Contract, was true, complete and accurate in all material respects at the date it was provided;
  - (k) there is no claim against it, or litigation or arbitration or other form of legal proceedings involving the Supplier or judgement or award made against the Supplier which would adversely affect its ability to perform its obligations under this Contract;
  - (l) neither it nor any person acting on its behalf has committed any offence under the Prevention of Corruption Acts 1889-2010, or the Ethics in Public Office Acts 1995-2001;
  - (m) the status of the Supplier, as declared in the "Declaration of Eligibility" submitted by the Supplier at PQQ/ITT stage of the award of this Contract, which confirms that none of the exclusion grounds listed in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016, are applicable and they remain unchanged.
- (2) The Supplier covenants and undertakes with each of IE and CIE that:
- (a) it will notify IE in writing by Notice of any material change to its status regarding any of the warranties and representations, covenants and undertakings set out in this

Clause A7, and will comply with all reasonable directions of IE, which may include termination of this Contract;

- (b) it will maintain in full force all necessary consents, permits, authorisations and licences required by it to perform its obligations under the Contract;
- (c) it will act in a thoroughly competent and efficient manner, with all due speed and diligence, in the best interests of IE and CIE in supplying the Goods to IE and will exercise independent professional skill and judgment when doing so;
- (d) it will supply the Goods in accordance with the terms and conditions of this Contract;
- (e) it will take precautions for safe custody of any property of IE and/or of CIE in the possession or under the control of the Supplier or any person acting on its behalf, and ensure that it is adequately insured against any loss or damage during that time;
- (f) it has clear and unencumbered title to the Goods and unrestricted power to sell, transfer and deliver to IE, an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions, retention of title or any similar claim, or impediments of any kind, in respect of the Goods, from the Supplier, manufacturer or any other person, and any documentation containing any such retention of title or similar liens, restrictions or impediments on the title to the Goods from the Supplier or any other person shall be void and of no further effect;
- (g) the Goods supplied to IE by it will (i) correspond to the description provided, (ii) be of sound materials and workmanship and be of merchantable quality, (iii) be equal in all respects to any samples or specifications (iv) be fit for any particular purpose made known to the Supplier by IE either expressly or by implication;
- (h) the Goods shall be free from Defects in design and workmanship for the Remedy of Defects Period that is set out in Clause C2 (Schedule C) and the Supplier shall remedy all Defects at its cost (whether notified to it or not) during the Remedy of Defects Period. The Supplier also undertakes to remedy any Defect notified to it by IE prior to the expiry of the relevant Remedy of Defect Period notwithstanding that the actual Remedy of Defects Period may expire before the Defect in the Goods is remedied;
- (i) IE obtains the benefit of all warranties, indemnities or guarantees which the Supplier or any person acting on its behalf has received from any of its suppliers or manufacturers relating to the Goods or any parts/components, including in respect of any Goods that are repaired or remedied by the Supplier, and which shall be capable of being assigned to any third party nominated by IE;
- (j) It will comply with all applicable environmental, social and labour law that applies at the place where the Goods are delivered, that have been established by EU Law, national law, collective agreements, and by international, environmental, social and labour law listed in Annex XIV to the Utilities Directive;



- (k) it will give such general advice and assistance to IE in respect of the Goods as required by IE or as would be reasonably expected in accordance with Good Industry Practice.
- (3) None of the provisions in the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Contract.
- (4) The Supplier acknowledges that each of IE and CIE are relying on the warranties and representations, covenants and undertakings set out in this Clause A7 which are continuing throughout the Term.

**A8 Delivery and Acceptance / Title and Risk**

- (1) The Supplier shall deliver the Goods to IE within the timescales set down by IE in any one of the Purchase Order, Specification, Pricing Document, or otherwise notified by IE by notice to the Supplier, to the specified Delivery Points. Time shall be of the essence in Delivery, only if specified to be so by IE under Clause C1 (Schedule C). A docket or delivery note prepared by the Supplier (and appropriate labelling documentation referred to in Clause A10) stating the quantities of the Goods delivered and the Purchase Order number, must accompany each Delivery.
- (2) IE shall not be obliged to pay for any Goods delivered in excess of the quantity ordered and any risk in any excess of quantity delivered to IE shall remain with the Supplier. Likewise, IE shall not be obliged to accept or pay for any Goods delivered earlier than the relevant Delivery Date(s) unless early Delivery is requested by IE, and in all other cases, payment will be made based on the scheduled Delivery Dates.
- (3) If the Goods have not been delivered to IE within the timescales required, IE may (in its sole discretion) purchase substitute Goods elsewhere and shall notify Supplier by Notice of its intention to do so by giving not less than ten (10) Working Days' notice in writing to the Supplier and the Notice shall indicate that the Supplier shall be liable for the costs of such purchase if it proceeds. If the Supplier has not delivered the Goods to IE before the end of such notice period, the Supplier shall be liable for all additional costs and expenses of IE if IE decides to purchase substitute Goods from a third party.
- (4) Any extension of time for Delivery of the Goods shall be at the sole discretion of IE and shall not constitute any waiver by IE of its rights under the Contract. Liquidated Damages for late Delivery of Goods will apply where made applicable in Clause C4 of Schedule C.
- (5) IE shall not have given any waiver of any of its rights, nor will IE have waived its right of rejection, by any acceptance of Delivery, unless such waiver(s) are given in writing.
- (6) IE shall cooperate with the Supplier where necessary in making its premises, car parks, loading bays or other places reasonably accessible to the Supplier on the Delivery Date(s) for the sole purpose of Delivery of the Goods to IE, provided that the Supplier shall comply with all reasonable requests of IE and any IE Standards applicable in relation to any such access.
- (7) Title in the Goods shall pass to IE on Delivery of the Goods to IE, without prejudice to any right of rejection IE has under Law or this Contract. Until Delivery, the Goods are at the risk of the Supplier and all risk in the Goods passes to IE upon Delivery.
- (8) All Goods shall be deemed delivered to IE free of encumbrances, lien or retention of title or similar provision and any condition from the Supplier or manufacturer (where the Supplier is not also the manufacturer) claiming a retention of title over Goods delivered to IE is hereby

excluded and rejected and does not form part of the terms and conditions of this Contract. The Supplier acknowledges that full legal and beneficial title in the Goods vests in and remains in IE on Delivery and that it has no right, title, interest, reservation of title, lien, or other right of ownership whatsoever over the Goods once they have been delivered to IE.

#### **A9 Right of Inspection / Right of Rejection / Records**

- (1) Right of Inspection: IE's authorised representatives may inspect or test the Goods or any components or samples of them) free of charge, at any stage in the supply chain, including in the manufacture, processing or supply chain, and/or for verification purposes of the production and control process (including factory inspections) or under any requirements of applicable IE Standards, and may also inspect and review the performance of the Supplier or any person acting on the Supplier's behalf in relation thereto. The Supplier shall (and shall procure that its subcontractors and agents shall) allow IE's authorised representatives access at all reasonable times to the places where the Goods or any components or samples of them are being made or kept, including the Supplier's premises or those of any supplier manufacturers, subcontractors or agents of the Supplier, and shall procure the provision of suitable facilities for IE for this purpose.
- (2) Right of Rejection: IE may, by Notice in writing to the Supplier, reject any of the Goods which do not comply with the Specification or do not conform to samples, whether delivered to IE or not and whether in the course of manufacturing, supply, transit or otherwise. Where IE rejects any Goods, it may require the Supplier to (a) replace the rejected Goods free of charge to IE, with Goods that comply in all respects with the Contract, or (b) IE may purchase substitute Goods elsewhere at the Supplier's cost where the Supplier fails or refuses to replace the rejected Goods within the timescales required by IE or (c) furnish a full refund to IE where applicable, in respect of the rejected Goods. If IE does not reject any Goods delivered to it within thirty (30) calendar days of the Delivery Date(s) in respect thereof, it will be deemed to have accepted them without prejudice to the Supplier's obligations to remedy Defects in the Remedy of Defects Period. Any receipt note issued by IE on any Delivery or any acceptance of Goods by IE shall not constitute any waiver of any of its rights under this Contract or at Law, or any acknowledgement of condition, quantity of quality of Goods.
- (3) All Goods rejected by IE shall be removed by the Supplier at its cost, from CIE/IE's premises forthwith on notification from IE that they have been rejected and as soon as reasonably practicable and failure to do so shall be a material breach of the Supplier of this Contract, and IE shall be entitled to dispose of such rejected Goods in any manner IE may decide, at the Supplier's cost, in its absolute discretion. Rejected Goods shall be at the risk of the Supplier during this time until disposal.
- (4) Records: The Supplier shall keep adequate records of its performance of its obligations under this Contract and make them available to IE for inspection at any time and shall retain such records and reports, and documentation for a period of six (6) years from the date of the last Delivery of the Goods to IE under this Contract.

#### **A10 Documentation / Packaging and Labelling**

- (1) The Supplier shall at its cost, obtain any export or import licence or other authorisation necessary for the export/import of the Goods and/or transit through any country, and shall provide a certificate of origin and any other documentation which IE may require in order to take delivery of the Goods. The Supplier is liable for all costs and expenses relating to the carriage of Goods to the Delivery Point(s) including any customs duty or tax levied in Ireland

on the import of any Goods into Ireland for delivery to IE from another country, unless otherwise agreed in writing.

- (2) The Supplier shall bear the cost of suitable packaging and labelling of the Goods having regard to their nature and all applicable requirements under Law and the Specification and any instructions contained in the Purchase Order. All packaging materials in which the Goods are delivered to IE will be considered non-returnable and the property of IE and will be destroyed or disposed of by IE unless otherwise agreed with the Supplier in respect of any particular Delivery.
- (3) The Goods shall be carefully packed and protected for safe and secure transit to the Delivery Points by the Supplier. The Goods shall be marked by the Supplier with the Purchase Order number and the net, gross and tare weights and containers clearly marked with the identity of their contents.
- (4) The Supplier shall inform IE by notice in writing, in advance of any Delivery, where any particular storage conditions are required for the Goods post-delivery and such informal notice shall issue in sufficient time to allow IE to prepare any special storage arrangements. IE shall not be liable to the Supplier if the Supplier breaches this provision, and the Supplier indemnifies IE for all costs, claims, loss or damages suffered or incurred by IE arising from not informing IE in time or correctly about specific storage arrangements for the Goods.
- (5) If the Goods or any part of them consist of any dangerous or hazardous substance as determined by Law, then the Supplier shall include the appropriate “material safety data sheets” in the smallest packing unit in which the Goods are delivered and such other documentation as is required by Law or the Specification. The Supplier indemnifies IE for any loss or damage, costs, claims or expenses suffered or incurred by IE arising from any breach by the Supplier of its obligations relating to handling, storage, manufacture (where applicable), documentation, information and supply and delivery of dangerous or hazardous substances to IE.

#### **A11 Spare Parts / After Sales Service / Training**

- (1) The Supplier shall supply such spare parts to IE in relation to the Goods as IE may reasonably request or as set out in the Specification, at reasonable cost and not exceeding that charged under like circumstances to other customers of the Supplier. The Supplier expressly permits IE to negotiate with and purchase spare parts for the Goods directly from suppliers to the Supplier, or in the market, free of any restrictions or impediments which may exist between the Supplier and its suppliers. The Supplier shall supply to IE free of charge all technical drawings, manuals, instructions, service and maintenance documentation, warranty documents, and specifications together with all updates to such documents which relate to the Goods and any spare parts.
- (2) The Supplier shall provide, included in the Charges, the cost of such after-sales service and such training to IE staff nominated by IE, in relation to the storage, handling, use, or maintenance of the Goods by IE for its own use or use by its nominees, as may be required by IE and/or set out in the Specification.

#### **A12 Intellectual Property, Insurance and Indemnities**

- (1) It is a fundamental condition of this Agreement and that none of the Goods supplied to IE shall infringe any Intellectual Property right of any third party. All patented Goods shall be marked in accordance with all applicable Law. Breach by the Supplier or any person acting

on its behalf, of any of the provisions of this Clause A12 shall be deemed to be a material breach of contract.

- (2) The Supplier grants to IE a perpetual, royalty-free, irrevocable, unconditional, transferable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property rights in the Goods or in any materials including documentation accompanying the Goods, to the extent that it is necessary to supply the Goods to IE and for IE or any nominee of IE to use the Goods in the manner required by IE. The Supplier hereby waives and shall procure a waiver of any moral rights in any copyright that is part of any Intellectual Property in the Goods or documentation accompanying them.
- (3) The Supplier shall indemnify each of IE and CIE and each of their respective directors, officers, managers, employees, servants and agents against all proceedings, claims, costs, expenses (including legal expenses), losses and damages of any nature suffered or incurred by IE and/or by CIE as a result of any infringement or alleged infringement of any third party's Intellectual Property rights arising out of the supply of the Goods by the Supplier or any party acting on its behalf to IE, or the use of them by IE or any party nominated by IE.
- (4) In the event of any claim being made or threatened or pending against IE or CIE or both, in relation to claims or disputes in respect of Intellectual Property, the Supplier shall be immediately notified by Notice in writing by IE and shall, if requested and at its expense, assist IE and/or CIE in any such litigation or proceedings or disputes, or negotiations for settlement of same in such manner as IE and/or CIE may reasonably request, including conducting all negotiations for settlement of these disputes and/or claims, and provided that before doing so, the Supplier shall have given to IE and CIE such security for costs or otherwise as they may reasonably require to cover any compensation, costs or damages which may become payable by either or both of IE and CIE. The Supplier shall replace any Goods the subject of any Intellectual Property claims or disputes, forthwith on request at no cost to IE or CIE, with replacement Goods that are not the subject of any such claims or disputes and any replacement Goods shall be deemed to be covered under the warranties of the Supplier under Clause A7.
- (5) The provisions of this Clause A12 shall survive termination of the Contract.
- (6) Insurances: The Supplier shall take out and maintain the insurances required by the Specification, if any, and/or the Insurances set out in Schedule D with reputable insurers acceptable to IE (in its absolute discretion) and shall procure that each of its subcontractors shall do so and shall provide evidence satisfactory to IE at any time during the Term or on expiry or termination of the Contract, of taking out and maintaining such Insurances during the Term.
- (7) The Supplier is liable for the full amount of any deductibles or excess amounts in respect of the Insurances, in the event of any claim.
- (8) Indemnities: The Supplier shall indemnify and keep indemnified IE and CIE and each of their directors, officers, managers, employees, servants and agents from and against all actions, liability, proceedings, expenses, costs, claims, damages and losses and demands whatsoever suffered or incurred by IE or CIE (a) arising out of the breach of contract, negligence, error, default, act or omission, recklessness, bad faith, wilful default, fraud, breach of duty or breach of statutory duty of the Supplier or its employees, servants, agents or sub-contractors in performing its obligations under this Contract; and (b) in respect of any

disease, sickness or injury to, or the death of any person whatsoever, or in respect of any loss of or damage to any property or any part thereof of IE or of CIE or both, or of any third party, caused by any act, negligence, error, default, omission, wilful default, fraud, breach of contract, breach of duty or breach of statutory duty of the Supplier or its employees, servants or agents or sub-contractors in performing its obligations under the Contract or while present on the premises or any property of IE or of CIE.

- (9) No Party to this Contract shall in any circumstances be liable to any other Party for any indirect or consequential loss including but not limited to loss of profits, loss of contracts, loss of goodwill, loss of business opportunity, incurred by any Party arising out of or in connection with this Contract.
- (10) The liability of the Supplier to IE under this Contract shall be limited in the manner set out in Clause C5(B) of Schedule C only where C5(B) is selected by IE in Schedule C.

### **A13 Price, VAT and Payment Procedures**

- (1) In consideration of the supply of the Goods to IE by the Supplier and subject thereto, IE agrees, subject to the provisions of this Clause A13, to pay the Charges to the Supplier in accordance with the Pricing Document. The Charges are exclusive of VAT and inclusive of all disbursements and expenses of the Supplier (including labour, parts and materials) in performing its obligations hereunder.
- (2) The Charges are fixed for the Term and are not subject to price adjustment, indexation, fluctuation or escalation of any kind during the Term.
- (3) CIE has no liability or responsibility to make payment of any Charges or of any amounts to the Supplier or any person acting on its behalf, under this Contract. IE has no liability or responsibility to make any payment of any kind to any subcontractors, personnel, servants or agents of the Supplier, which payments are the sole responsibility of the Supplier.
- (4) Payment of the Charges is subject to:
- (a) compliance by the Supplier with the terms and provisions of this Contract and no payment will be made for Goods not Delivered or Goods rejected by IE;
  - (b) receipt by IE of a duly completed invoice from the Supplier complying with (8) of this Clause A13 together with any supporting documentation that IE may require;
  - (c) any deductions that may be required by Law;
  - (d) the Supplier being in receipt of an up to date Tax Clearance Certificate and making same available to IE;
  - (e) the application of Liquidated Damages, if any, as are made applicable by Clause C4 of Schedule C.
- (5) It is a condition precedent to this Contract and to any payments made under it that the Supplier furnish a current Tax Clearance Certificate to IE and keep it current and up to date for the Term and make it available for inspection by IE at any time during the Term. The Supplier shall procure that each of its subcontractors shall also have at all relevant times during the Term a current and up to date Tax Clearance Certificate.

- (6) The Supplier confirms that it is registered for VAT and shall be responsible for charging VAT at the appropriate rates including applications of exemptions where applicable.
- (7) Whenever any sum of money is recoverable from or payable by the Supplier to IE under this Contract (including any Liquidated Damages) and including any sum which the Supplier has to pay to IE for breach by it of this Contract, IE may unilaterally deduct such sum(s) from any amounts then due by it to the Supplier or which may at any future date be due, whether under this Contract or under any other agreement with IE.
- (8) The Supplier shall invoice IE monthly in arrears in respect of the supply of Goods to IE, or at such other times and dates as shall be specified by IE in the Purchase Order, or Specification or otherwise. All invoices must be in a form and content satisfactory to IE and comply with IE's requirements as notified to the Supplier (e.g. they must be dated, not be handwritten, must quote the official Purchase Order number, contain details of the Goods supplied, set out the VAT details) and the original invoice (i.e. not an electronic or soft copy version) shall be sent to: **Accounts Payable, Iarnród Éireann, Inchicore Works, Inchicore, Dublin 8, Ireland**, quoting the relevant Purchase Order Number and be accompanied by such verification documentation as IE may request. IE shall pay all undisputed invoices or any undisputed amount thereof at the end of the Month following the Month in which the invoice is received by IE.
- (9) Any payment to the Supplier by IE under this Contract shall be made in euro in the amounts set out by IE in the Pricing Document, **OR**, if another currency is specified in the Pricing Document, in the currency and at the exchange rate, and only at the exchange rate set out by IE in the Pricing Document (and not any other currency or exchange rate), by way of electronic funds transfer to the bank account of the Supplier full details of which must have been notified by the Supplier in advance in writing to IE by Notice. The Supplier acknowledges that the onus is on it to ensure that IE has at all times received the correct details of its bank account and that any changes are notified to IE in writing by Notice, and IE accepts no liability or responsibility whatsoever in relation to any payment to an incorrect account or payee, where the Supplier has failed to comply with this (9) of Clause A13.
- (10) Subject to rights of withholding and set off of IE and other deductions that may be made against any amounts due to the Supplier, if IE fails to make any payment when due, to the Supplier, IE shall pay interest in respect thereof to the Supplier in accordance with the provisions of the Prompt Payments Act 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012) and all subsequent amending regulations to the 2012 Regulations, made from time to time, including those made in 2013, 2014 and 2016.

#### **A14 Advance Payment Bond**

- (1) IE reserves the right, in its absolute discretion, without prejudice to any of its rights and remedies under this Contract or at Law, to make an advance payment to the Supplier of any amount of the Charges, PROVIDED that and subject to the condition precedent that any advance payment of Charges shall not be made by IE under this Contract unless IE is in possession from the Supplier of an Advance Payment Bond in the form set out in Schedule E, executed under the seal of the Bond surety, for a Bond Amount (as defined in the Advance Payment Bond) and from a Bond surety in each case acceptable to IE in its absolute discretion.
- (2) IE reserves the right, in its absolute discretion, to seek a legal opinion from a practising lawyer acting for a Bond surety who is acceptable to IE (in its absolute discretion), in respect

of the due execution and enforceability of any Advance Payment Bond required by IE, as a further condition precedent to making any advance payment of Charges under this Contract, such legal opinion must be in a form and content acceptable to IE (in its absolute discretion).

**A15 Employment Law**

- (1) The Supplier shall fully observe and comply with all applicable Law relating to employment and employment equality (both statute and common law and all applicable legislation or regulations), in relation to the performance of its obligations under this Contract. The Supplier shall maintain records evidencing its compliance with all such employment law and shall make same available to IE for inspection by IE on request. The Supplier acknowledges that it is responsible for all statutory requirements of an employer including employment conditions, remuneration, taxes, immigration and work permits of all relevant personnel and is responsible for its staff, employees, personnel, servants and agents and subcontractors.
- (2) The Supplier covenants and undertakes with each of IE and CIE that it shall not, for the duration of the Term plus a period of six (6) Months thereafter, solicit, entice or endeavour to do so, away from the employment of IE or of CIE, any person employed by IE or CIE in any capacity whatsoever, regardless of whether or not such an employee would commit of their employment contract in so leaving the service of IE/CIE.

**A16 Data Protection**

- (1) The Supplier acknowledges that in providing the Services under this Contract, the Supplier will process personal data (within the meaning set out in Data Protection Legislation) on behalf of IE. In such circumstances, the Supplier acknowledges that IE is the controller and the Supplier is the processor as each such term is defined in Data Protection Legislation and the Supplier agrees that:
  - a. the Supplier shall comply with the data protection principles specified in Data Protection Legislation that are applicable to the Supplier in connection with the provision of the Services;
  - b. the Supplier shall have access to and process certain personal data relating to the data categories (as set out in the Data Schedule) belonging to the categories of data subjects (as set out in the Data Schedule) in order and for as long as is necessary to provide the Services and perform its obligations under the Contract. The obligations and rights of IE shall be as set out in this Contract;
  - c. the Supplier shall only process such personal data in accordance with the documented instructions of IE, including with regard to transfers of personal data to a third country or an international organisation, and only to the extent and in such a manner as is strictly necessary for the performance of the Services under this Contract unless otherwise required to do so by European Union (EU) or EU Member State law to which the Supplier is subject and in such a case, the Supplier shall inform IE of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- d. the Supplier shall ensure that it has appropriate security, technical and organisational measures (the “Security Measures”), including as set forth in this Contract, to ensure a level of security appropriate to the then current risk and to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed. The Security Measures shall include as appropriate:
- i. the pseudonymisation and encryption of personal data;
  - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems used for such processing;
  - iii. the ability to restore the availability and access to personal data in the event of a physical or technical incident; and
  - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- e. any material changes to the Security Measures shall be agreed in writing by the Parties;
- f. the Supplier shall assist IE in ensuring compliance with IE’s obligations in respect of security of personal data under Data Protection Legislation;
- g. the Supplier shall make available to IE all information necessary to demonstrate compliance with its obligations set out in this Clause A16(1) and allow for and contribute to audits, including inspections, conducted by IE or another auditor mandated by IE to ensure compliance with the obligations laid down in this Clause A16(1), including the Supplier’s data security obligations under Data Protection Legislation provided however that IE shall be entitled, at IE’s discretion, to accept adherence by the Supplier to an approved code of conduct or an approved certification mechanism to aid demonstration by the Supplier that the Supplier is compliant with the provisions of this Clause A16(1);
- h. the Supplier shall, in accordance with Article 28(3) of the GDPR, immediately inform IE if, in its opinion, an instruction infringes the GDPR or other EU Member State law;
- i. the Supplier shall promptly (and in any event within 48 hours) inform IE in the event of receiving a request from a data subject to exercise their data subject rights under Data Protection Legislation and provide such co-operation and assistance in relation to such a request, without responding to that request unless otherwise authorised by IE to do so;



- j. the Supplier shall assist IE, including by implementing appropriate technical and organisational measures, to allow IE to comply with requests from data subjects to exercise their rights under Data Protection Legislation;
- k. the Supplier shall ensure that access to IE's personal data is limited to (i) those persons who need access to IE's personal data to meet the Supplier's obligations under the Contract, (ii) in the case of any access by such persons, such part or parts of the personal data as is strictly necessary for that person to perform its duties; and (iii) such persons authorised to process such personal data have committed themselves to binding and enforceable confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- l. the Supplier shall not use any sub-contractor in the provision of the Services or the performance of its obligations under this Contract that will have access to such personal data without the prior written consent of IE and where IE has consented to the appointment of a sub-contractor, the Supplier shall not replace or engage other sub-contractors without the prior written consent of IE;
- m. where any sub-contractor of the Supplier will be processing such personal data on behalf of IE, the Supplier shall ensure that a written contract exists between the Supplier and the sub-contractor containing clauses that impose at least the equivalent obligations to those imposed on the Supplier in this Clause A16(1). In the event that any sub-contractor fails to meet its data protection obligations, the Supplier shall remain fully liable to IE for the performance of the sub-contractor's obligations;
- n. the Supplier shall ensure compliance with this Clause A16(1) by any sub-contractor and any other person acting under the Supplier's authority who has access to such personal data;
- o. the Supplier shall without undue delay, and in any event within 24 hours, notify IE (i) of any suspected or actual breaches of the Supplier's or any of its sub-contractor's systems which may put the personal data at risk of disclosure, unauthorised processing or accidental or unlawful destruction, loss, alteration, or access to personal data, including without limitation ransomware or denial of service attacks and (ii) if any personal data is otherwise lost, stolen, misappropriated, destroyed or becomes damaged, corrupted or unusable, and the Supplier shall provide IE with such co-operation and assistance as may be required to mitigate against the effects of , and comply with any reporting obligations which may apply in respect of, any such breach;
- p. the Supplier shall, at IE's request, cooperate with and assist IE to enable IE to comply, in accordance with Data Protection Legislation, with any assessment, enquiry, notice, investigation, audit or consultation under Data Protection

Legislation, which shall include the provision of all data requested by IE within the timescale specified by IE;

- q. the Supplier shall keep accurate and up-to-date records of its processing of the personal data processed pursuant to this Contract and share such records with IE immediately upon request;
  - r. the Supplier shall, at the choice of IE, delete or return all such personal data to IE when the Supplier ceases to provide services relating to data processing under this Contract and delete all existing copies and extracts of such personal data unless applicable EU law or the laws of an EU Member State require storage of the personal data;
  - s. if the Supplier receives any complaint, notice or communication in respect of the Services and which relates directly or indirectly to the processing of personal data and/or to compliance with Data Protection Legislation, the Supplier shall immediately notify IE and shall provide IE with full co-operation and assistance in relation to any such complaint, notice or communication;
  - t. no such personal data shall be transferred outside of the European Economic Area by the Supplier or any of its agents or sub-contractors without the prior written consent of IE which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Supplier shall comply with the requirements of Data Protection Legislation in respect of transfers of such personal data outside of the European Economic Area, to the extent that IE consents to any such transfer; and
  - u. nothing contained in this Contract shall relieve the Supplier of its direct responsibilities and liabilities under the GDPR.
- (2) The Supplier shall indemnify IE and IE's officers, employees, servants, agents and sub-contractors against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and regulatory fines ("Loss") incurred by IE or for which IE may become liable including:
- a. civil claims where a final award of damages has been granted (including in relation to a court approved settlement) in favour of a data subject; and/or
  - b. administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction,
- in each case, to the extent that such Loss arises from or in connection with the Supplier acting outside or contrary to the lawful instructions of IE and/or any other

breach by the Supplier of its data protection obligations under this Contract or Data Protection Legislation.

**A17 Freedom of Information**

- (1) The Supplier shall co-operate with IE and provide such information as IE may reasonably require in relation to any information required to be given by IE relating to this Contract to any party at any time under applicable Law, including for the avoidance of doubt, the Freedom of Information Act 2014 (the “2014 Act”), subject to the caveats and protections as may be afforded to IE in relation to the furnishing of such information under applicable Law. IE is a partially exempt body under the 2014 Act (Part 1, Schedule 1, paragraph (p) of the 2014 Act) and will comply with any obligations imposed on it under the 2014 Act in respect of its non-exempt activities. CIE is listed as one of the exempt bodies under Part 2, Schedule 1 of the 2014 Act and the 2014 Act does not apply to CIE. The Supplier shall identify to IE any information that it considers should not be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. IE will consult with the Supplier about this commercially sensitive information before making any decision on any request under applicable FOI legislation, provided that nothing in this Contract shall prevent IE or CIE from disclosing any information or materials required under applicable Law.
- (2) The Supplier will indemnify and keep indemnified each of IE and CIE and each of their directors, employees, servants and agents indemnified against all liability, claims, damages, costs (including legal costs) and expenses incurred by any of them in respect of any breach of this Clause A17 by the Supplier or any person acting on its behalf.

**A18 Conflicts, Corrupt Gifts, Payments of Commission**

- (1) Conflicts of Interest: The Supplier shall not act in a conflict of interest with IE and/or CIE in the performance of its obligations under this Contract. The Supplier undertakes to disclose in writing to IE within forty-eight (48) hours of it coming to its attention, any conflict or potential conflict of interest with IE and/or CIE which it, or any person acting on its behalf, may have. IE shall, in its absolute discretion, decide on the appropriate course of action, which may include termination of this Contract, and the Supplier shall comply with such directions.
- (2) Corrupt Gifts/Commissions: The Supplier shall not give, offer or agree to give or offer any employee, servant or agent of IE or of CIE any gift or money or of any other kind (including without limitation any loan, fees, commission, reward, benefit, hospitality or other payment) unless it is provided for in the Contract. The Supplier shall not commit any offence under the Prevention of Corruption Acts, Ethics in Public Office Acts and Standards in Public Office Acts.
- (3) The Supplier shall comply, as a fundamental condition of this Contract, with IE’s Code of Conduct set out in Schedule H.

**A19 Force Majeure and Suspension**

- (1) The following provisions apply to a Force Majeure Event:
  - (a) if any Party is affected by a Force Majeure Event (the “**Affected Party**”) it shall promptly notify the other Parties by Notice in writing in reasonable detail of the nature and extent of the circumstances in question. The Affected Party will not be in breach of this Contract or otherwise liable to the other Parties, for any delay in performance or the non-performance by it, to the extent that the delay or non-performance is due

to a Force Majeure Event which it has notified to the other Parties by Notice in writing and the time for performance of the affected obligations shall be extended accordingly;

- (b) the Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations hereunder and shall notify the other Parties immediately in writing by Notice in writing once the Force Majeure Event has ended and shall forthwith resume performance of all of its obligations under this Agreement;
- (c) IE shall have the right, without prejudice to any of its rights herein, to make alternative arrangements for the supply of the Goods to it, if the Supplier is unable to do so in whole or in part due to a Force Majeure Event. Under those circumstances, the Supplier shall not be permitted to recommence supplying the Goods to IE until any contractual obligations of IE and/or CIE with a third party in making such alternative arrangements have ceased or expired;
- (d) If the event of Force Majeure Event resulting in the delay in performance or the non-performance by any Party of its obligations hereunder continues for more than one (1) Month from the date of its notification under (1) of this Clause A19, any Party may terminate the Contract by Notice in writing pursuant to Clause A20(2).

(2) The following provisions apply to any suspension of this Contract by IE:

- (a) IE may, in its sole discretion, by Notice in writing to the Supplier, suspend the performance by the Supplier of all or any of its obligations under this Contract for such times and dates such a manner as may be specified by IE in the notice of suspension. Payment in respect of all obligations notified, is also suspended. IE may at any time to instruct the Supplier by informal notice in writing to resume performing the Contract.
- (b) Where IE suspends the Contract or any part thereof, the Supplier shall be entitled, on any resumption of obligations, to an extension of time for performance of its obligation(s) and to be reimbursed by IE in respect of any increased costs reasonably incurred by it by reason of such suspension in accordance with the Pricing Document (provided that such reimbursement shall not exceed the rates applicable in the Pricing Document referable to those obligations which were suspended) and provided that the suspension is not triggered as a result of any default or breach by the Supplier of its obligations under the Contract. Any suspension shall be without prejudice to any antecedent breach of this Contract and the Supplier shall be entitled to be paid for work done up to the date of suspension. The Supplier shall not be entitled to claim against IE or CIE for loss of profit, costs, expenses, damages, loss of contracts or for any other losses arising from or connected with any suspension of the Services or any part thereof.
- (c) Where the suspension continues for a period of six (6) Months, the Supplier shall be entitled to issue a Notice in writing to IE at the expiry of the six month period, requiring it to lift the suspension. If the suspension is not lifted within thirty (30) calendar days of IE receiving such Notice, either IE or the Supplier shall be entitled to terminate this Contract by serving not less than thirty (30) calendar days' Notice in writing served on all other Parties to this Contract.

## **A20 Termination and Consequences of Termination**

- (1) Termination for Supplier's Default: IE may, without prejudice to any other right or remedy it may have, terminate this Contract without liability for compensation or damages of any kind, by giving the Supplier Notice in writing to take effect forthwith on the date of issue of the Notice or on such other time and date as is stated in the Notice, if any one or more of the following events occur:
- (a) if the Supplier commits a material breach of contract or a persistent or recurring breach of its obligations under this Contract having a material effect, and fails to remedy the breach/breaches where capable of remedy, within ten (10) Working Days of being requested to do by IE;
  - (b) if the Supplier fails to hold or maintain a Tax Clearance Certificate;
  - (c) if the Supplier fails to maintain the Insurances;
  - (d) if the Supplier fails to comply with any of the Specification, IE Standards, or IE's Code of Conduct;
  - (e) if the Supplier fails to maintain, or loses its status (however arising) as an "Approved Supplier of Safety Critical Equipment" under the applicable IE Standard SMS-009, where such Standard had been made applicable to this Contract under Schedule I;
  - (f) if the Supplier fails to maintain any consents, approvals, licences or authorisations as may be required under applicable Law to sell and deliver the Goods to IE;
  - (g) if the Supplier fails to perform any of its obligations under this Contract and/or fails to supply the Goods;
  - (h) if the Supplier ceases or threatens to cease carrying on business or abandons or repudiates this Contract;
  - (i) if Liquidated Damages of the aggregate amount specified in C4 (Schedule C) are imposed on the Supplier, in the manner referred to in C4, in any case where C4 is made applicable;
  - (j) where IE becomes aware that any of the exclusion grounds set out in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016 apply to the Supplier or to any of its subcontractors;
  - (k) if the Supplier is unable to pay its debts as they fall due, is wound up, becomes insolvent, becomes bankrupt, commences winding up, or if a liquidator, official assignee or similar official in bankruptcy is appointed, or a receiver, examiner or interim examiner, administrator or similar officer is appointed over the assets or undertaking of the Supplier, or if it is struck off by the Registrar of Companies (or under any analogous legislation under the laws of its country of incorporation).
- (2) Termination for Force Majeure: Any Party may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19(1)(d), such termination to take effect on the time and date stated in the Notice, and no compensation or payment of any kind shall be payable to any Party in respect of termination for Force Majeure.

- (3) Termination for Suspension: IE or the Supplier may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19 (2) (c).
- (4) Termination by IE: IE may, in its sole discretion, terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to the Supplier with a copy to CIE. Such termination shall be without prejudice to any claims any Party may have under the Contract. In the event that IE terminates the Contract under this Clause A20 (4) it will pay such of the Charges (less all deductions permitted by this Contract) in respect of the supply of Goods as are owing to the Supplier up to the date of termination but no other compensation or payment of any kind shall be payable to the Supplier.
- (5) Termination by Supplier: The Supplier may terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to IE with a copy to CIE, in the event that IE fails to pay any sum(s) lawfully due to it under this Contract (subject to all rights of withholding, set off and deduction hereunder) which have not been disputed by IE and remain unpaid for more than thirty (30) calendar days from receipt by IE of a non-disputed invoice from the Supplier.
- (6) Termination in the event of a challenge to contract award: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that a challenge to the award of this Contract to the Supplier or to any aspect of the competition leading to award of this Contract is or has been made by any person on the grounds of non-compliance with EU public procurement rules. If IE exercises its right of termination pursuant to this Clause A19(6) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(6).
- (7) Termination in the event Contract is declared "ineffective": In the event that this Contract is declared "ineffective" pursuant to Regulation 9(1) (b) of the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010, neither IE nor CIE shall have any liability to the Supplier other than in respect of the aspects of the Goods provided prior to the date on which such "ineffectiveness" order takes effect, which cost shall be assessed in accordance with the Charges set out in Schedule G (Charges). Under no circumstances shall the Supplier be entitled to any payment or compensation for loss of profit for the Services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness". IE, CIE and the Supplier acknowledge and agree that it is intended that the provisions of this Clause A20(7) shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Contract notwithstanding any declaration of ineffectiveness of this Contract.
- (8) Termination under Regulation 98, Utilities Regulations: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that any one or more of the circumstances set out in Regulation 98 of the Utilities Regulations 2016 applies. If IE exercises its right of termination pursuant to this Clause A20(8) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in

accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(8).

- (9) Consequence of Termination: In the event of termination for whatever reason (whether under any of the provisions of Clause A20 or not), the Supplier shall not be entitled to claim any compensation or payment of any kind and shall only be entitled to payment of such Charges as are calculated in accordance with this Contract and correctly due at the date of termination. No Party shall be liable to any other Party for any consequential or indirect loss (however arising) including loss of profit, loss of turnover, loss of contracts or revenues, financing costs, loss of goodwill, loss of business opportunity or anticipated saving or loss or use suffered or incurred by any Party arising out of in connection with this Contract for any reason whether on termination, expiry or assignment or during the Term. Termination of this Contract shall be without prejudice to the rights and remedies of any Party arising hereunder and to any provision expressed to survive termination.
- (10) On termination of this Contract however arising, the Supplier shall, and shall procure that its subcontractors, servants and agents shall, return or furnish forthwith to IE and/or CIE any property of IE or of CIE, any Goods due for Delivery to IE, and all documentation, records, manuals relating to the Goods as are due for delivery to IE, and shall execute and deliver all documentation, reports and records relating to the Goods and take any further steps that IE may reasonably require for the purpose of fully vesting in IE the Goods and all rights and benefits relating to them envisaged by this Contract.

#### **A21 Assignment and Sub-Contracting**

- (1) The Supplier may not transfer or assign, or subcontract, mortgage, charge, novate, create an interest in or any trust over, or otherwise dispose of the whole or any part of its rights, benefits or obligations under this Contract, directly or indirectly to any person whatsoever without the prior written consent of IE. IE may, in its sole and absolute discretion, withhold consent.
- (2) IE and CIE may transfer and assign all or any part of this Contract and shall give Notice in writing of such assignment or transfer thereafter to the Supplier. The Supplier shall do all acts and things and execute all documents necessary to give effect to such transfer or assignment.
- (3) The Supplier is strictly prohibited from subcontracting the whole of its obligations under this Contract, but may, only with the prior written consent IE, (at IE's absolute discretion under A21 (1)), subcontract any part of its obligations under this Contract.
- (4) If the Supplier wishes to appoint a subcontractor, it shall give not less than thirty (30) calendar days' notice in writing to IE by Notice, and shall furnish IE promptly and on request with such information and documentation concerning such appointment as IE may reasonably request, including but not limited to (a) evidence of the technical ability and resources of the proposed appointee to perform the intended obligations including copies of its audited accounts where requested, (b) evidence of compliance by the proposed appointee with all applicable Law and standards relating to this Contract, including evidence of a Tax Clearance Certificate and compliance with the insurance requirements,(c) full details

of the proposed subcontractor, its registered office, date of incorporation, board of directors and management and staff, and (d) the intended commencement date and scope of work of the proposed subcontractor.

- (5) The Supplier shall, if requested by IE, and without prejudice to IE's rights as a contracting entity under Regulation 96(7) of the Utilities Regulations 2016, procure self-declarations from its sub-contractors appointed on the award of this contract in the manner provided for in Regulation 89(4) of the Utilities Regulations 2016, and any sub-contractors who are presented for approval to IE after the award of this contract must provide the certificates and other supporting documents instead of the self-declarations required, pursuant to Regulation 96(5) of the Utilities Regulations 2016.
- (6) Without prejudice to any other provision of this Contract or of the Utilities Regulations 2016, IE is entitled to seek verification from the Supplier at any time in respect of its sub-contractors whether any of the exclusion grounds exist in relation to any of its sub-contractors, referred to in Article 57 of the Public Sector Directive, as referred to in Regulation 89 of the Utilities Regulations. If IE, as contracting entity, determines or becomes aware at any time, that any of the exclusion grounds set out in Article 57 of the Public Sector Directive (as referred to in Regulation 89 of the Utilities Regulations) apply to any sub-contractor of the Supplier, IE reserves the right to require the Supplier to immediately replace such sub-contractor and the Supplier shall comply immediately with such requirement. The Supplier shall also include in every sub-contract a right for the Supplier to terminate the sub-contract where any of the exclusion grounds referred to apply to the sub-contractor and also a requirement that the sub-contractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- (7) The Supplier is the prime contractor for the supply of the Goods to IE under Clause A6 (9), and is liable for all fees and charges of its subcontractors and their costs and expenses and neither IE nor CIE has any liability or responsibility in respect of them.
- (8) In no circumstances shall any subcontractor appointed by the Supplier, subcontract any part of the functions or activities subcontracted to it by the Supplier, and the Supplier shall ensure this provision is strictly observed. Any breach of this Clause A21 by the Supplier or any person acting on his behalf, shall be deemed a material breach of contract.

## **A22 Confidentiality and Announcements**

- (1) Confidentiality: Each Party agrees to treat all Confidential Information disclosed to it by any other Party, whether orally or in writing, and whether disclosed before or after the date of this Contract, as strictly confidential and shall not disclose same to any third party unless permitted by the provisions of this Clause A22. No Party in receipt of Confidential Information shall, during the Term and at any time after termination or expiry of this Contract may use Confidential Information for any purpose other than in the performance of its obligations under this Contract or disclose Confidential Information to any person/third party except with the prior written consent of the (original) disclosing Party to it hereunder, or in accordance with this Clause A22.
- (2) Confidential Information may be disclosed by the Party in receipt of same only and to the extent that:
  - (a) it has come into the public domain or into the knowledge of any other Party through no breach by the receiving Party of this Clause A2 or breach of any other provision of this Contract;



- (b) it is required to be disclosed by Law or by any court, tribunal or regulatory body of competent authority having jurisdiction;
  - (c) in the case of IE, it is required by CIE, and in the case of either IE or CIE, it is required by the Oireachtas, the Government of Ireland, a Minister or Department of the Government of Ireland;
  - (d) the disclosure is to professional advisers or auditors or bankers of any Party engaged by a Party and only to the extent that such disclosure is reasonably necessary.
- (3) Announcements: No media releases, public announcements or public disclosures relating to this Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Supplier without the prior written consent of IE (in its absolute discretion).
- (4) Nothing stated herein shall restrict IE from releasing appropriate information to potential tenderers in respect of the procurement of the Goods following the expiry or termination of this Contract.

#### **A23 Brexit**

It is anticipated that the United Kingdom shall withdraw from the European Union during the term of this Contract (such withdrawal from the European Union being referred to as “Brexit”). The Supplier confirms that it has taken into account all adjustments necessary in order to continue to perform its obligations under this Contract both prior to, during and subsequent to Brexit. No adjustment to the Charges shall be made or allowable during the term of the Contract as a result of Brexit.

#### **A24 Disputes, Governing Law and Jurisdiction**

- (1) Disputes: Subject to the Parties’ rights to apply to the courts, and without prejudice to their rights and remedies under Law, the Parties shall seek to amicably resolve any disputes between them relating to this Contract, howsoever arising within thirty (30) calendar days from the date the dispute first arose as recorded by IE (the “**Dispute Date**”), and shall meet to do so if required by IE. The Parties may agree procedures and protocols for such dispute resolution from time to time such as mediation, or conciliation, which if they do, shall be recorded in writing and signed by the Parties as a contract variation of this Contract under Clause A24(3). Each Party shall bear their own costs and expenses in relation to resolving any dispute by amicable means, unless otherwise agreed in writing by the Parties. Performance of this Contract by the Parties shall continue during the dispute resolution process on a strictly without prejudice basis, i.e. without prejudice to the rights and remedies of the Parties, howsoever arising, at Law.
- (2) Governing Law: This Contract shall in all respects be governed by and construed in accordance with the laws of Ireland.
- (3) Jurisdiction: The Parties hereby irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any dispute however arising, out of or in connection with this Contract not resolved by the Parties pursuant to Clause A24(1) within thirty (30) calendar days of the Dispute Date. The Parties also agree that the persons named in paragraph 3 on pages 4-5 of the Contract are authorised to accept service of proceedings on their behalf respectively.

**A25 General**

- (1) Notices: Notices to be given under this Contract by any Party to the other Parties shall be in writing and shall be delivered either personally or by hand/courier, or sent by pre-paid registered post to the persons named as Notice parties in paragraph 3 on pages 4-5 of the Contract. Where this Contract requires service of a Notice, it shall be served in accordance with this Clause A25(1). The Parties may from time to time agree in writing any changes to the persons named as Notice parties. A Notice may not be served by email but a copy of a Notice may be sent by email for information purposes at the same time it is posted or delivered, but transmission by email does not constitute a valid service of a Notice under this Contract. Notices shall be deemed delivered: (a) if personally delivered, at the time of receipt, or (b) if posted, forty-eight (48) hours after the Notice was sent by registered post.
- (2) Reorganisation of IE/CIE Group: If IE, CIE or the Oireachtas or the Government of Ireland, or any Minister or any Department thereof should reorganise the business and/or the legal structure of IE, CIE or the CIE group, whether by dividing their businesses into separate corporate or statutory bodies or agencies, companies, subsidiaries, divisions or otherwise, (“Entities”), the Supplier shall thereafter deal with such Entities as if the parts of this Contract relevant to the business of Entities formed a contract between the Supplier and such Entities.
- (3) Variations: No changes, amendment or variation to this Contract or any part of it is valid unless it is in writing, stated to be an amendment to this Contract, and signed by or on behalf of each of the Parties, as a “Supplemental Agreement” or otherwise and any reference to the Contract in this document is a reference to it or any part of it that may be amended, varied, supplemented or novated as the case may be. Any variation, amendment or Supplemental Agreement to this Contract that is signed by each of the Parties, can only take effect after the issue of an amended Purchase Order by IE, where required by IE, and no invoice submitted by the Supplier will be paid in advance of the issue of an amended Purchase Order where it is required.
- (4) Severability: Each provision of this Contract is severable and distinct from the others, and if any term or provision of this Contract is found to be illegal or unenforceable, then such term or provision shall be deemed severed from the Contract and all other terms and provisions shall remain in full force and effect.
- (5) Waiver: No failure or delay by any Party to exercise any of its rights, powers or remedies shall operate as a waiver of them, nor shall any partial exercise preclude any further exercise of them or some other right, power or remedy available at Law.
- (6) Non-exclusivity: Nothing in this Agreement makes the Supplier the exclusive supplier to IE of the Goods or precludes IE from purchasing the Goods (or other goods or services) from any third party at any time during the currency of this Contract.
- (7) Cumulative Remedies: All remedies available to any Party to this Contract are cumulative and may be exercised separately or cumulatively, and the exercise of one remedy is not deemed to be an exclusion of other remedies available to that Party at Law.
- (8) Set Off: Without prejudice to any of its other rights or remedies, IE may set off any amount due to it however arising, from the Supplier, against any amount(s) payable by IE to the Supplier under this Contract.

- (9) No Authority/No Partnership: No Party shall have any right, power or authority to act on behalf of, act as agent for, or representative of, or otherwise bind any other Party unless expressly provided for herein.
- (10) Independent contractor: The Supplier is an independent contractor and not an agent of IE or of CIE.
- (11) Costs and Expenses: Each Party shall pay its own costs and expenses relating to the execution and implementation by it of this Contract and any document referred to in it.
- (12) Survival: The provisions of this Contract shall continue to bind each Party insofar as and for so long as necessary to give effect to their respective rights and obligations hereunder.
- (13) Representations: Each Party acknowledges to the other Parties that it has not been induced to enter into this Contract by any statement or promise which it does not contain. Nothing in this Contract shall have the effect of limiting or negating the liability of any Party arising as a result of fraud.
- (14) Duty to mitigate: Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which any other Party may be entitled to under this Contract or at Law however arising.
- (15) English Language: This Contract and all documentation, data and information, instructions or requirements issued, submitted, or supplied under this Contract whatsoever, shall be in the English language. Should a translation or interpretation be required, the Supplier shall provide it either to IE (where requested by IE) or to himself, at his own expense.

#### **A26 Change Authorisation Procedure**

- (1) IE may, at any time during the Term, reduce the Charges to reflect any reduction in the Goods ordered and purchased by IE, and any determination by IE (which shall be based on the Pricing Document) shall be final and binding on the Supplier save for manifest error. Neither the Supplier nor any person acting on its behalf shall be entitled to any compensation in respect of any reduction or removal of orders for Goods unless otherwise agreed in writing. For the avoidance of doubt, any Goods reduced or omitted pursuant to Clause A26 may be procured by IE from another supplier.
- (2) Subject to (1) of this Clause A26 (which is a separate matter), and without prejudice to the rights and remedies of any Party under this Contract, either IE or the Supplier may propose a change to the Specification but only in respect of a change involved in the performance of the Supplier's obligations, and not any other aspect of the Specification, by serving a Notice in writing to each Party, called a "**Change Proposal Notice**", (served in accordance with Clause A25(1), and a copy may be issued by email) which must provide details of the changes proposed, the rationale for the change, the cost savings to IE, increased efficiencies, and an estimate of the time and cost required to prepare an impact assessment if required. Each Party shall bear its own costs and expenses in relation to dealing with and investigating any Change Proposal Notice, preparing cost estimates, impact assessments, and any other related documentation.
- (3) IE and the Supplier shall meet to discuss in good faith any Change Proposal Notice, subject to receipt of all details required by (2) of this Clause A26. Each of IE and the Supplier may accept or reject any Change Proposal Notice within ten (10) Working Days of the date of the Change Proposal Notice, or such other period as may be agreed and recorded in writing by IE and the Supplier as a contract amendment in compliance with Clause A25 (3).

- (4) If the change /changes proposed in any Change Proposal Notice are approved by both IE and the Supplier, this shall be recorded in writing and signed by the Parties in accordance with Clause A25(3) and the relevant changes implemented in accordance with any impact assessment that is approved, through the Specification and other relevant documentation. If IE and the Supplier do not agree to the changes proposed, the changes shall not take place and the Parties shall continue to perform their respective obligations under this Contract. Nothing in this Contract however shall operate as a restriction or impediment on any of the Parties from implementing any changes required by applicable Law that are mandatory, such as a change in Law or standards including IE Standards or from IE implementing a change to IE Standards that has been notified in writing to the Supplier.

## SCHEDULE B: CONTRACT EXTENSIONS (IF ANY)

- (1) IE may, in its absolute discretion without any obligation thereto, decide to extend the Term of this Contract (set out in paragraph 5, page 5 of the Contract), by giving not less than six (6) Months' Notice in writing to the Supplier, for any period of Months up to a maximum of **twenty-four (24) Months** from the expiry of the Term, such that any extensions of this Contract granted by IE shall not exceed twenty-four (24) Months from the expiry of the Term. If IE agrees to any extension of the Term of this Contract, it shall be recorded in writing as a contract variation and signed by the Parties, in accordance with Clause A25(3) of Schedule A.
  
- (2) This Contract will expire on the expiry of the Term or on the expiry of any extension granted by IE, where a contract extension has been granted by IE, unless terminated earlier in accordance with the terms of the Contract.
  
- (3) The Charges shall be fixed for the entire duration of any Contract extension unless otherwise agreed with IE, and any changes to the Charges in respect of any Contract extension shall be at IE's sole and absolute discretion, and any determination of IE in respect thereof shall be final and binding on the Supplier save in the case of manifest error. There shall be no obligation on IE to agree to any changes to the Charges in respect of any Contract extension, but if changes to the Charges are agreed, they shall be recorded in writing as a contract variation in accordance with Clause A25(3) of Schedule A.

## SCHEDULE C: CONTRACT-SPECIFIC SPECIAL CONDITIONS

*[Drafting Note for IE: IE select certain conditions as appropriate to the specific circumstances. Some of the clauses are mandatory. These selections must be completed PRIOR TO issue to Tender by IE as they will form part of the Contract issued to tender. Delete this drafting note.]*

**C1: TIME OF THE ESSENCE (IE: SELECT (A) OR (B) AND DELETE ITEM NOT SELECTED)**

(A) “This Clause does NOT apply to this Contract.”

**OR**

(B) “Time shall be of the essence in the Delivery of the Goods to IE in this Contract and this is a fundamental term of the Contract.”

**C2: REMEDY OF DEFECTS PERIOD (this Clause applies to this Contract)**

“The Supplier shall remedy all Defects in the Goods to IE for a period of [ **twelve (12) Months**] [ **twenty-four (24) Months**] [ **thirty-six (36) Months**] [*IE select appropriate period and delete periods not selected*] from the Delivery Date of the relevant Goods in each case (the “**Remedy of Defects Period**”), and in the case of any Goods that are replaced or repaired by the Supplier, the Remedy of Defects Period shall commence in each case from the date of acceptance by IE of such repaired or replaced Goods.”

**C3: CONTRACT-SPECIFIC INSURANCES (this Clause applies to this Contract)**

The Supplier shall obtain and maintain for the duration of the Term the Insurances specified in Schedule D.

**C4: LIQUIDATED DAMAGES (IE: SELECT (A) or (B) AND DELETE ITEM NOT SELECTED)**

(A) “This Clause does **NOT** apply to this Contract.”

**OR**

(B) “(i) If the Supplier is late in delivering the Goods and does not deliver the Goods within the timescales required by IE and notified to the Supplier (including in respect of any extensions of time granted by IE) **or** if the Supplier does not comply with B1 of Schedule C, where time is made of the essence in the Contract, then the Supplier shall be liable for Liquidated Damages [in the sum of €[ ] (insert amount in words in brackets in euro) in respect of each [day] [week] [IE select which] beyond the scheduled Delivery Date as set out in the Pricing Document or as otherwise notified by IE to the Supplier.

The Liquidated Damages are a genuine pre-estimate of loss for IE and are payable by the Supplier on demand to IE and/or may be applied by IE against any sums due to Supplier by IE under the Contract. They do not apply where the Supplier is affected by a Force Majeure event, or prevented from complying with its obligations by some wilful act or default of IE.

[In addition to (i) of (B), **IE must select one of the alternative clauses below (monetary aggregate cap or percentage cap) PRIOR to issue to Tender, as part of the LD Special Clause, and delete provision not applicable. Delete this drafting note]:**

(ii) If Liquidated Damages of an aggregate amount of €[ ] (insert amount in words in euro) have been imposed on the Supplier over any [three-month] [six-month period] [IE select] during the Term of the Contract, IE may terminate the Contract by formal Notice in writing to the Supplier without prejudice to its other rights and remedies, such Notice to take effect on the date stated in the Notice. ]”

**OR**

(ii) If Liquidated Damages amounting to [.....]% (insert percentage in words) of the total amount of the annual Charges for the Term of the Contract are imposed over any [three-month period] [six-month period] [IE select] during the Term of the Contract, IE may terminate the Contract by formal Notice in writing to the Supplier without prejudice to its other rights and remedies, such Notice to take effect on the date stated in the Notice. ]”

**C5: CAP ON LIABILITY OF CONTRACTOR (IE: SELECT (A) or (B) AND DELETE ITEM NOT SELECTED)**

(A) “This Clause does **NOT** apply to this Contract.”

**OR**

(B) “Subject to Clause A12(9) of Schedule A, the liability of the Supplier to IE and CIE in respect of claims, losses, or damages suffered or incurred by IE or CIE or both, arising from or in connection with the delivery of the Goods by the Supplier and the performance of its obligations, whether under the Contract, in tort or negligence, or at Law or in equity, shall be limited to and shall not exceed [the aggregate amount of €[ ] (insert amount in words) ] **OR [IE SELECT AS APPROPRIATE AN AMOUNT OR A PERCENTAGE AND DELETE PROVISION NOT SELECTED] [a sum in euro equal to [ ]% (insert**

*percentage in words*) [of the total amount of the Charges for the entire Term of the Contract (being the Contract Value).

**PROVIDED** however that this limit on liability of the Supplier shall not apply in the following circumstances:

(i) liability of the Supplier under A12 of Schedule A concerning Intellectual Property, in such circumstances the liability of the Supplier shall be unlimited;

(ii) liability of the Supplier for any sickness, injury to any person (fatal or otherwise), death or disease or any person resulting from any act, omission, error, negligence, default, breach of contract, breach of duty or breach of statutory duty of the Supplier or any person acting on behalf of the Supplier in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(iii) any liability of the Supplier under A15 (Employment law) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(iv) any liability of the Supplier under Clause A16 (Data Protection) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(v) any liability of the Supplier under Clause A17 (Freedom of Information) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any liability of the Supplier in the event of fraud, fraudulent misrepresentation, corruption, wilful default, wilful misconduct on the part of the Supplier or any person acting on its behalf in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any other liability of the Supplier that cannot be legally capped or excluded under applicable Law.”

**C6: IE STANDARDS AND IE’S CODE OF CONDUCT (this Clause applies to this Contract)**

The Supplier shall comply with the IE Standards set out in Schedule I and with IE’s Code of Conduct set out in Schedule H.



## SCHEDULE D: CONTRACT-SPECIFIC INSURANCES

*[DRAFTING NOTE FOR IE: IE must select classes of insurance as appropriate to the specific Goods and contractual obligations the subject of the Contract, and also insert the appropriate levels for each class of insurance, as advised by its insurance advisers or otherwise as decided by IE. THIS SCHEDULE MUST BE COMPLETED BY IE PRIOR TO ISSUE TO TENDER. Delete this drafting note prior to issue to tender.]*

The Supplier shall maintain the following insurances for the following terms:

- 1 Public Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising out of the Supplier's performance of this Contract (Public Liability Insurance) for an amount not less than € [      •      ] (      •      euro [IE insert amount in words]      ) per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 2 Employer Liability Insurance: A policy insuring against liability for any claims, damages, losses and expenses (including legal fees and expenses) arising out of the injury to, or disease or death of any person employed by the Supplier in the course of the Supplier's performance of this Contract (Employer's Liability Insurance) for an amount not less € [      •      ] (      •      euro [IE insert amount in words]      ) per occurrence to be maintained at all times during the Term of this Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 3 Product Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising due to the products used by the Supplier in the performance of the Services under the Contract (Product Liability Insurance) for an amount not less € [      •      ] (      •      euro [IE insert amount in words]) per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 4 Pollution Liability: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or personal injury of any person arising out of sudden and unforeseen pollution due to the Supplier's performance of the Contract (Pollution Liability Insurance) for an amount not less € [      •      ] (      •      euro [IE insert amount in words] ) in the aggregate to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 5 Motor TPPD: A motor vehicle insurance (as required by the Road Traffic Acts) and including third party property damage insurance policy having unlimited bodily injury cover and also covering third party property damage for an amount of not less than € [      •      ] (      •      euro [IE insert amount in words] ) each and every claim to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 6 Professional Indemnity Insurance: A policy insuring against liability for claims, damages, loses and expenses arising out of the acts, defaults or omissions of the Supplier in the course of the Supplier's performance of the Agreement (professional indemnity insurance) for an amount of not less than € [      •      ] (      •      euro [IE insert amount in words]) for any one claim or series of claims arising out of any one event to be maintained

at all times during the continuance of the Contract and for a period which is the earlier of six (6) years from the date of completion of the supply of the Goods under the Contract or termination of the Contract for whatever reason.

- 7 Equipment/Plant Insurance: Equipment/plant insurance with a minimum limit of reinstatement value of the equipment/plant.

## SCHEDULE E: FORM OF ADVANCE PAYMENT BOND

*[To be issued on the letterhead of a reputable insurance company licensed to carry on business in the European Union or an AA rated bank lawfully authorised to transact such business in the EU]*

### **ADVANCE PAYMENT ON DEMAND BOND**

**DATED THE [INSERT DAY] OF [INSERT MONTH], 20[ ]**

CONCERNING A CONTRACT FOR [INSERT DETAILS OF CONTRACT] BETWEEN [ • INSERT NAME OF THE CONTRACTOR] (THE “SUPPLIER”), IARNRÓD ÉIREANN-IRISH RAIL (“IE”) AND CÓRAS IOMPAIR ÉIREANN (“CIE”) EVIDENCED INTER ALIA BY A CONTRACT AGREEMENT DATED THE [ • INSERT DAY] OF [ • INSERT MONTH] 20[ • ] (THE “CONTRACT”)

We, [insert name of bank/insurance company], having our registered office at [insert details of registered office] hereby irrevocably and unconditionally undertake and agree as primary obligor for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, to pay to IE any amount or amounts in aggregate not exceeding [insert relevant amount in euro in figures as well as in words] (the “**Bond Amount**”) upon IE’s first demand in writing (executed under the seal of IE) to us accompanied by IE’s declaration (executed under the seal of IE) that the Supplier has failed to comply with all or any of its obligations under the Contract.

More than one demand may be made under this bond provided that the aggregate of all demands made hereunder shall not exceed the Bond Amount.

Any demand in respect of this advance payment on demand bond shall be in the English language and shall specifically state the amount demanded and that it is a demand or declaration in respect of this advance payment on demand bond. Any such demand together with the accompanying declaration shall be delivered by hand or sent by prepaid registered post to our registered office set out above. Such demand and declaration shall be deemed to have been duly served on us at the time of delivery, if delivered by hand, and forty-eight (48) hours after it is sent, if sent by prepaid registered post.

This advance payment on demand bond shall be valid from the date first stated above until the date of [insert details of relevant date e.g. date of practical completion/delivery of the Goods, expiry of remedy of defects period] in accordance with the Contract provided that the expiry of this advance payment on demand bond shall not affect the validity of any demand made by IE prior to the date of expiration.

This advance payment on demand bond shall be governed by and construed in accordance with Irish law and the Irish Courts shall have exclusive jurisdiction hereunder.

**[execution block – *bond to be executed as a deed*]**

## **SCHEDULE F: THE SPECIFICATION**

*[IE attach its specification for the purchase of Goods the subject of this Tender and Contract. This must be contract-specific and must not contain anything that conflicts with the terms and conditions of this Contract or any other Schedule]*

*[Delete this drafting note]*

## SCHEDULE G: PRICING DOCUMENT (CHARGES)

[IE DELETE THESE DRAFTING NOTES WHEN FINALISING THIS SCHEDULE FOR ISSUE TO TENDER]

[IE attach the Pricing Document of successful Tenderer: This should set out clearly:

- (1) *the Charges (which should be defined herein to include any schedule of rates also made part of the Charges by IE)*
  
- (2) *Specify the Currency of payment. **Euro would be the normal currency of payment** – see Clause A13(9). NTOE ALSO: IF IE has opted for payment of Charges in a currency other than Euro, this **MUST** be stated in the Pricing Document which both (Currency and Ex Rate) must be fixed for the entire duration of the Tender Process and the Term of the Contract. The Exchange Rate, **MUST** be selected by IE and inserted in this Schedule **PRIOR to Tender** and included in the Invitation to Tender as this is a material term.*
  
- (3) *Delivery Dates,*
  
- (4) *Quantities,*
  
- (5) *Deliverables*
  
- (6) *Payment Milestones*

## **SCHEDULE H: IE'S CODE OF CONDUCT**

*(attach IE's Code of Conduct prior to issue to Tender)[delete this Drafting Note]*

## **SCHEDULE I: APPLICABLE IE STANDARDS (IF ANY)**

*[IE set out here a list of IE Standards that IE is making applicable to the purchase of the GOODS the subject of the Contract, and attach copies of them.*

*Delete this drafting note]*



## SCHEDULE J: DATA SCHEDULE

This Schedule describes the categories of personal data and data subjects processed by the Supplier in the supply of the Goods under the Contract.

1. Data subjects

The personal data to be processed by the Supplier in the supply of the Goods concerns the following categories of data subjects:

*[Insert categories of data subjects whose personal data are processed e.g. employees, officers, customers of IE etc.]*

2. Data categories of personal data

The personal data to be processed by the Supplier in the supply of the Goods includes the following:

*[Insert types of personal data processed e.g. name, date of birth, address, email address, etc]*

**STANDARD CONTRACT  
FOR THE PURCHASE OF GOODS**

**SUPPLIER: [ ]**

**CONTRACT REFERENCE NUMBER: [ ]**

IARNRÓD ÉIREANN-IRISH RAIL  
PROCUREMENT DEPARTMENT  
INCHICORE WORKS  
DUBLIN 8  
IRELAND



## **STANDARD CONTRACT FOR THE PURCHASE OF GOODS**

**RE: SUPPLY of Internet Protocol (IP) Video Surveillance (VSS) Closed Circuit Television (CCTV) High Definition (HD) Cameras, Associated Hardware & Software.**

**CONTRACT REFERENCE NO: Ref 7192 CCTV Lot 1**

**BETWEEN:**

**IARNRÓD ÉIREANN-IRISH RAIL (“Purchaser”)**

**and**

**Northwood Technology Limited**

**(“SUPPLIER”)**

**and**

**CÓRAS IOMPAIR ÉIREANN (“CIE”)**

CIE Solicitor’s Office  
Bridgewater House  
Islandbridge  
DUBLIN 8  
IRELAND  
18/245/28/23/SK/PN/D3c/140618

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## **CONTRACT FOR THE PURCHASE OF GOODS**

### **THIS AGREEMENT IS MADE THE [       ] DAY OF MAY 2020 ] BETWEEN:**

NORTHWOOD TECHNOLOGY LIMITED OF 56 Nore Road, Dublin Industrial Estate, Glasnevin, Dublin 11 RFH9. (hereinafter called the “**Supplier**” which expression shall include its successors and assigns);

**IARNRÓD ÉIREANN – IRISH RAIL**, a designated activity company, limited by shares, registered in Ireland under the Companies Act 2014 with registration number 119571 and having its registered office at Connolly Station, Amiens Street, Dublin 1, Ireland (hereinafter called “**IE**” which expression shall include its successors and assigns); and

**CÓRAS IOMPAIR ÉIREANN**, a statutory body having its offices at Heuston Station, Dublin 8, Ireland (hereinafter called “**CIE**” which expression shall include its successors and assigns).

(collectively the “**Parties**” and individually a “**Party**”).

#### **WHEREAS:**

- A IE wishes to purchase the Goods described in this Contract and in the Specification. Accordingly, IE issued an invitation to tender for the purchase of the Goods and for the award of this Contract.
- B The Supplier has successfully tendered for the Contract and has agreed to provide the Goods to IE on the terms and conditions of this Contract.
- C CIE is the parent entity of IE and is the owner of railway lands in Ireland and the Supplier has therefore agreed to provide certain warranties and undertakings, insurances and indemnities to CIE as set out in the Contract and CIE has agreed to be a Party solely for these purposes.

#### **NOW IT IS AGREED:**

- 1 IE shall purchase the Goods and the Supplier shall sell the Goods to IE on the terms and conditions of this Contract, which consists of the agreement set out on pages 4-6 of the Contract as executed by the Parties, and all of its Schedules attached hereto.
- 2 Capitalised terms and expressions used in this Contract have the meanings given to them respectively in Schedule A hereto.
- 3 The names and details of each person nominated by each Party for service of formal Notices under the Contract are set out below. If there is any change to the persons nominated below during the Term, notice in writing of such change by way of formal Notice must be given in advance by the Party changing them, to each of the other Parties to the Contract in order for such change to become effective:

Notice Parties of IE	Notice Parties of Supplier	Notice Parties of CIE
<b>Contract Manager:</b> [.....insert name.....]  Other Persons:[insert names]	<b>Contract Manager:</b> [.....insert name.....]  Other Persons: [insert names]	Geraldine Finucane, CIE Group Secretary
Address: Iarnród Éireann [insert relevant full address i.e. Connolly Station, Amiens Street, Dublin 1, Ireland or Inchicore Works, Inchicore, Dublin 8, Ireland as the case may be, where the Goods are being delivered]	Address: [name of Supplier entity] [insert business address and where different, address of registered office [such details for each member of a consortium/joint venture] The Supplier's Contract Manager <u>or</u> one other person nominated by the Supplier named here, must be resident in Ireland and authorised for service of any proceedings under the Contract]	Address: CIE, Heuston Station, Dublin 8, Ireland

4 The Goods shall be delivered in accordance with the Contract, on the Delivery Date(s) and to the Delivery Point(s) set out in the Contract.

5 The Contract shall come into force on the date stated on page 4 of this Contract and will expire on the earlier of the date of completion of the supply of the Goods from the Supplier as certified in writing by IE, **or 9<sup>th</sup> day of July 2023** (the “Term”), unless either extended in accordance with Schedule B or terminated earlier in accordance with A19 of Schedule A.

**IN WITNESS WHEREOF THIS CONTRACT WAS ENTERED INTO BY EACH OF THE PARTIES ON THE DATE STATED ABOVE.**

<b>SIGNED BY [.....insert name in block capitals.....]</b>  Duly Authorised for and on behalf of <b>IE</b> in the presence of:  ..... <b>Authorised Signatory</b>	<b>SIGNED BY [.....insert name in block capitals.....]</b>  Duly Authorised for and on behalf of <b>CIE</b> in the presence of:  ..... <b>Authorised Signatory</b>
--	---

<b>Title: [.....insert.....]</b>	<b>Title: [.....insert.....]</b>
Witness:.....	Witness:.....
Address:.....	Address:.....
Occupation:.....	Occupation:.....

**SIGNED BY [.....insert name in block capitals.....]**

**Duly Authorised for and on behalf of the SUPPLIER in the presence of:**

.....  
**Authorised Signatory**

**Title: [.....insert.....]**

Witness: .....

Address:.....

Occupation:.....

*[insert signing block for each member of joint venture/consortium where applicable – each member must execute the Contract Agreement]*

**OR (EXECUTION UNDER SEAL BY THE SUPPLIER, IF REQUIRED BY IE):**

**PRESENT WHEN THE COMMON SEAL OF  
 [.....insert full legal name of SUPPLIER.....]  
 WAS AFFIXED HERETO:**

*{ affix seal }*

.....  
**Director**

.....  
**Director/Secretary**

Witness:.....

Address:.....

Occupation:.....

*[each member of a joint venture/consortium (where it is the Supplier) must execute the Contract Agreement under seal where sealing is required by IE and attach its sealing block as per the above sealing block]*



## **SCHEDULES TO THE CONTRACT FOR PURCHASE OF GOODS**

### **SCHEDULE A: CONDITIONS OF CONTRACT**

#### **A1 Execution by the Parties**

This Contract shall be executed by the Parties in triplicate and an original counterpart as executed by all of the Parties shall be furnished to each Party. Each of the Parties confirms that this Contract is executed by its duly authorised officers. Where the Supplier constitutes a consortium or joint venture, each member of that consortium/joint venture shall be required to enter into and execute this Contract, and they shall do so on a joint and several basis and each such member shall be jointly and severally liable to each of IE and CIE for the delivery of the Goods to IE.

#### **A2 Interpretation**

- (1) The masculine gender shall include all other genders and the singular number shall include the plural and vice versa. Headings in this Contract are for convenience only and do not affect its interpretation or construction.
- (2) Reference to a “person” includes any individual, company, body corporate, statutory or local authority, state body or agency, government, unincorporated association, partnership, or joint venture. Words such as “herein” or “hereof” and similar shall unless otherwise stated, refer to the whole of this Contract and not any particular section of it and “including” shall be construed without limitation. Reference to “writing” includes anything that is written, typed, printed, in electronic form or otherwise, resulting in a permanent record and “agree” and “agreement” means an agreement in writing signed by the Parties.
- (3) Reference to any legislation is to the legislation of and applicable in Ireland unless expressly stated otherwise and shall be construed as that legislation (statute or other instrument) as may be amended, codified, replaced, re-enacted, consolidated or extended, and reference to any “document” is a reference to that document as amended, supplemented or varied from time to time.
- (4) Where two or more persons are joined in this Contract as the “Supplier”, they shall do so on a joint and several basis and shall be jointly and severally liable to IE and CIE for the performance of their obligations under this Contract, and all warranties, representations, covenants and undertakings given by two or more persons are given or entered into jointly and severally.
- (5) In consideration of the payment by CIE of €10 (ten euro) to the Supplier (receipt and adequacy of which is acknowledged), the Supplier agrees to give certain warranties and representations, covenants and undertakings provided by it herein, in favour of CIE.

#### **A3 Definitions**

The following terms and expressions shall have the following meanings in this Contract:

**Advance Payment Bond** means a bond in the form set out in Schedule E;

**Brexit** has the meaning given to it in Clause A23;

**Change Authorisation Procedure** means the change control procedure referred to in Clause A24;

**Charges** means the price/prices payable by IE to the Supplier for the purchase of the Goods, exclusive of VAT, set out in the Pricing Document in Schedule G;

**Clause** means a Clause in this Contract or in any of the Schedules as the case may be;

**Conditions of Contract** means the terms and conditions for the purchase of the Goods by IE from the Supplier set out in this Schedule A;

**Confidential Information** unless otherwise in writing to the contrary by IE, means any and all information, data, records in whatever form (whether oral, electronic, audio-visual, recorded or otherwise) and including any copies thereof, of whatever nature (legal, financial, technical, scientific, commercial, operational or otherwise), and whether or not proprietary, in any form or medium (whether provided in documentary or by way of model or in other tangible or intangible form; or disclosed orally or by demonstration or presentation or disclosed electronically or by any other means) relating to the businesses or operations of IE and/or CIE, or and any other matter relating to the interests of IE and/or CIE, supplied or made available to the Supplier or any of the agents, Advisers, subcontractors, or suppliers of the Supplier, in connection with the tender process leading to the award of this Contract or relating to this Contract, at any time, whether before or after the date of this Contract, to the Supplier, any member of any consortium of which the Supplier is a member in respect of this Contract, or obtained by the Supplier or any member of the consortium of which the Supplier is a member, during visits to IE and/or CIE, and shall also include this Contract; and including all information, records, data and documentation (in whatever form) provided or obtained by any Party from any other Party in connection with this Contract and its subject matter, the negotiations relating to it, and confidential information concerning the business and operations of any Party;

**Contract** means the contract executed by the Parties comprising the agreement set out on pages 4-6 of this Contract, all of the Schedules (together with any documents attached or incorporated thereto), a Purchase Order(s) and any amended Purchase Order(s), together with any amendments to any of them;

**Contract Manager(s)** means the persons identified as such in paragraph 3 (pages 4-5) of this Contract;

**Data Protection Legislation** means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection;

**Defect** means any failure or defect in the Goods or any component of them, of whatever nature (whether manifest or latent or a design defect) and howsoever arising, which fails to satisfy the requirements of the Specification in any manner;

**Delivery** means physical delivery of the Goods by the Supplier to IE and shall include unloading, stacking or installation of the Goods by the Supplier’s personnel, subcontractors, agents or carriers to the Delivery Points and/or at IE’s premises or other place as IE may direct;

**Delivery Date(s)** means the dates for Delivery of the Goods as set out by IE herein or in the Purchase Order or amended Purchase Order, Specification or as otherwise notified by IE in writing to the Supplier;

**Delivery Point(s)** means the point/location where the Goods are removed from the transporting vehicle of the Supplier or its agent, and physically delivered to IE at IE's premises, or, where the Goods are collected by IE, the physical delivery of the Goods to IE at the point of delivery where the Goods are loaded onto the transporting vehicle of IE or of any person acting on its behalf;

**Drug and Alcohol Policy** means the drug and alcohol policy of IE, the current version of which is set out in Schedule I or otherwise supplied to the Supplier by IE and updates will be notified to the Supplier by IE;

**euro and "€"** means euro, the lawful currency of Ireland;

**EU Law** means the law of the European Union (including Directives, Regulations, guidelines, binding case law of the Courts of Justice of the European Union);

**Force Majeure Event** means, in relation to any Party, any circumstances or event beyond the reasonable control of that Party which could not have been avoided by taking reasonable precautions which having regard to all matters known to it before the occurrence of the Force Majeure Event and all other relevant factors it ought reasonably to have taken but did not take, which falls into one or more of the following categories: acts of God, war, riot, civil commotion, explosion or malicious damage, acts of terrorism, security alert, fire, flood, storm, embargoes, strike, lock out, go-slow or labour or industrial disputes but excluding in all cases any embargoes, strikes, lockouts, go-slow, labour or industrial disputes of the Supplier's organisation or of any of its subcontractors, servants or agents, and provided that in each case of any of the items listed in this definition, such an event does not arise directly or indirectly as a result of any wilful act or default of the Party claiming the force majeure relief and provided that Brexit shall not constitute a Force Majeure Event;

**Good Industry Practice** means the exercise of that degree of due skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier of goods similar in size, scope, complexity and purpose to the Goods, where such supplier seeks to comply with all applicable Law and standards;

**Goods** means the goods/materials/equipment and each of their component parts, and any technical manuals, instructions, log books and documentation accompanying them or relating to them, the subject of this Contract and identified in this Contract, Specification and/or Purchase Order and any amended Purchase Order and any services ancillary or necessary thereto;

**IE Standards** means the standards listed and attached in Schedule I and any updates will be provided by IE to the Supplier;

**IE's Code of Conduct** means the code of conduct for suppliers of IE set out in Schedule H and updates will be provided by IE to Supplier;

**Insurances** means the insurance requirements set out in the Specification, if any, and/or the contract-specific insurance requirements set out in Schedule D;

**Intellectual Property** means any and all rights relating to trademarks, service marks, trade names, logos (whether registered or not), domain names, business names, moral rights, inventions, copyrights and all related rights, patents, patent applications, design rights (registered or unregistered), database rights and rights of extraction relating to databases, topography rights, improvements to existing technology, know-how and all other forms of industrial or intellectual property or other similar proprietary rights in each case, which may subsist in any part of the world, and whether or not registered or registrable, including rights to apply for such registration;

**Ireland** means the Republic of Ireland;

**Law** means any current and future law, rule, statute, act or delegated legislation, by-law, instrument, decisions, or regulations applicable in Ireland, including without limitation common law, laws passed by the Oireachtas (parliament of Ireland), and the EU (European Union) law including Directives and Regulations and Directive 2014/25/EU, and any codes of practice, guidelines or directions which the Supplier is contractually or legally bound to comply with under applicable law, including amendments (statutory or otherwise), replacements and re-enactments to any of them;

**Liquidated Damages** means the liquidated damages if any, referred to in Clause C4 of Schedule C payable by the Supplier to IE;

**Month** means calendar month;

**Notice** means a formal notice which must be in writing served by any Party on any other Party or Parties and delivered either personally or by hand/courier, or sent by pre-paid registered post which must be served in accordance with the provisions of Clause A25(1) of Schedule A of this Contract whereas a “notice” when used in this Contract means an informal notice which must be in writing served by any Party on any other Party or Parties which may be served by email or fax or using any of the methods referred to in Clause A25(1) of Schedule A;

**Parties** means each of IE, CIE and the Supplier and their respective successors and lawful assigns;

**Post-Tender Clarifications** means the post-tender clarifications, if any, issued by IE during the tender process for the award of this Contract;

**Public Sector Directive** means Directive 2014/24/EU of the European Parliament and of the Council dated 26 February 2014 on public procurement and repealing Directive 2014/18/EC;

**Public Sector Regulations 2016** means the European Union (Award of Public Authority Contracts) Regulations 2016 implementing Directive 2014/24/EU;

**Purchase Order** means the purchase order(s) issued/to be issued by IE to the Supplier in connection with the purchase of the Goods contemplated by this Contract, and any reference in a Purchase Order or amended Purchase Order to terms and conditions shall be deemed to include a reference to the terms and conditions of this Contract;

**Pricing Document** means the document set out in Schedule G setting out the Charges and milestones relating to the purchase of the Goods by IE from the Supplier, including deliverables, and Delivery Dates, subject to the terms and conditions of this Contract;

**Remedy of Defects Period** has the meaning given to it in Clause C2 (Schedule C);

**Schedule** means a Schedule of this Contract attached to this Contract unless expressly stated otherwise and the contents of each Schedule, which may be put on disc by IE or provided in hard copy, shall be deemed to form an integral part of and be fully incorporated into the Contract and including any annexes, exhibits or attachments to them;

**Special Conditions** means the Contract-specific special conditions, if any, made applicable to this Contract by IE and set out in Schedule C;

**Specification** means IE’s specification for the supply to IE of the Goods, as set out in Schedule E together with all attachments thereto and any amendments agreed in writing between the Parties;

**Supplier** means the person/entity that is named as such in this Contract;

**Supplier's Tender** means the tender submitted by the Supplier to IE in response to IE's tender process for the award of this Contract;

**Tax Clearance Certificate** means a tax clearance certificate issued by the Revenue Commissioners of Ireland;

**Term** has the meaning given to it by paragraph 5 (page 5) of this Contract as may be extended by IE in accordance with Schedule B;

**Utilities Directive** means Directive 2014/25/EU of the European Parliament and of the Council dated 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC;

**Utilities Regulations 2016** means the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, implementing Directive 2014/25/EU (Statutory Instrument No. 286 of 2016);

**VAT** means value added tax payable in Ireland under applicable Law;

**Working Day** means a day that is a weekday, weeknight, Saturday or Sunday, a bank holiday and/or a public holiday in Ireland but specifically excludes Christmas Day and St. Stephen's Day.

#### **A4 Entire Agreement and Order of Priority**

- (1) Entire Agreement: This Contract (which includes the documents referred to herein) is the entire agreement between the Parties for the supply of the Goods to IE from the Supplier, and supersedes and extinguishes any prior negotiations, understandings, arrangements, representations or agreements, written or oral, made between the Parties in relation to its subject matter. The Supplier acknowledges that it is bound by the terms and conditions of this Contract.
- (2) Order of Priority: In the case of any conflict between the documents constituting the Contract, they shall take the following order of precedence, such that those appearing higher on the list take precedence over those appearing lower down:
  - (i) the agreement between the Parties set out on pages 4-6 of this Contract;
  - (ii) any Contract extensions pursuant to Schedule B;
  - (iii) the Conditions of Contract (Schedule A);
  - (iv) the Data Schedule (Schedule J);
  - (v) the Special Conditions (Schedule C);
  - (vi) Any Advance Payment Bond required (in the form set out in Schedule E);
  - (vii) Contract-Specific Insurance Requirements (Schedule D);
  - (viii) the Specification (Schedule F) and any documents listed in Schedule F;
  - (ix) the Pricing Document (Charges) (Schedule G);

- (x) IE Standards (Schedule I);
- (xi) IE's Code of Conduct (Schedule H);
- (xii) A Purchase Order and any amended Purchase Order;
- (xiii) any Post-Tender Clarifications; and
- (xiv) the Supplier's Tender.

#### **A5 Supplier's Terms and Conditions**

This Contract excludes all terms and conditions of the Supplier, whether pre-printed, produced, signed or stamped by any Party, whether written or oral, whether printed on any quotation, tender, specification, delivery note, invoice or similar document or referred to on such documents, or referred to or posted on any website or correspondence, and whether furnished or not to IE and all such terms and conditions are expressly disallowed and do not form part of the terms and conditions set out in this Contract, for the supply of the Goods to IE by the Supplier.

#### **A6 Supply of Goods and Supplier's Obligations**

- (1) The Supplier shall supply the Goods to IE for the Charges in accordance with (a) the terms and conditions of this Contract (which includes the Schedules), (b) Good Industry Practice (c) applicable Law, including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/services are provided, that have been established by EU Law, national law, collective agreements and by international, environmental, social and labour law listed in Annex XIV of the Utilities Directive, and (d) in compliance with IE Standards, at the times and on the dates and to the Delivery Points as set out in the Contract or as otherwise notified in writing by IE to the Supplier. The sale of the Goods to IE shall be deemed to include the provision to IE of all related manuals, technical instructions, log books, warranties, guarantees and other documentation provided by the Supplier or any other person on its behalf.
- (2) The Goods shall be deemed not to comply with the Specification if they are not capable of performing to the standard of performance required under the Specification. No payment shall be made by IE for Goods which are rejected by IE.
- (3) The Supplier shall have and maintain in force for the Term all consents, permissions, authorisations and licences as may be necessary to enable it to supply the Goods to IE.
- (4) No Goods shall be supplied unless a Purchase Order (or amended Purchase Order where applicable) is issued in respect thereof by IE to the Supplier. Unless otherwise stated in the Specification, there is no minimum amount of Goods that must be ordered by IE from the Supplier and IE makes no warranty, guarantee or representation in respect thereof. The Supplier shall commence supplying the Goods on the date specified in the Purchase Order or such other date as IE shall notify in writing to the Supplier and continue to do so until all of the Goods have been delivered to IE or up to the expiry of the Term. The Supplier shall supply the Goods on Working Days unless the Specification states otherwise.
- (5) The Supplier shall comply with all of IE's reasonable requirements notified to it by IE during the Term. The Supplier shall provide IE with a safety statement (satisfactory to IE, in its

absolute discretion) where specified under IE Standards, but if the designated IE Standards do not require a statement, Supplier must nevertheless provide IE with a safety statement (satisfactory to IE, in its absolute discretion), if IE requests one, prior to delivery of the Goods to IE.

- (6) IE recognises that the Supplier may from time to time, in the delivery of the Goods to IE, need the cooperation of IE in order to facilitate Delivery. IE shall use its reasonable endeavours to so facilitate the Supplier subject to the Supplier agreeing with all of IE's requirements concerning access to its premises or Delivery Points, including without limitation, safety and security arrangements, insurances, and permit to access permissions under applicable IE Standards.
- (7) Any equipment or materials used by the Supplier in the Delivery of the Goods to IE (for example, transport vehicles, loading or unloading equipment) shall be at the risk of the Supplier and neither IE nor CIE shall have any liability for loss or damage relating thereto. The Supplier shall remove its equipment and materials used by it in the delivery of the Goods, from any premises of IE/CIE and/or Delivery Points, promptly after Delivery, and shall leave such premises in a clean and tidy, safe and serviceable condition. The Supplier is liable to IE and/or CIE for making good any damage caused to any property or item at any premises of IE and/or CIE, fair wear and tear excluded, caused by the Supplier or any person acting on its behalf.
- (8) The Supplier's Contract Manager and IE's Contract Manager and such other authorised representatives of each Party shall meet or communicate on a regular basis during the Term, or at the times (if any) set out in the Specification, to review progress and address any issues arising. The Supplier shall, if requested by IE, shall meet formally for a review of Supplier's performance on such times and dates as may be specified by IE and shall comply with all reasonable directions from IE given at such review meetings or via any other communications from IE to the Supplier.
- (9) The Supplier is the prime contractor for the supply of the Goods to IE and is liable to IE for all of its obligations under this Contract and under Law however arising. In particular, the Supplier is liable to IE and CIE for all of the acts and omissions, negligence and errors, defaults, breach of duty and breach of statutory duty of each of its subcontractors, personnel, servants and agents as if they were the act, omissions, negligence, errors, defaults, breach of duty or breach of statutory duty of the Supplier. The Supplier shall ensure that all persons acting on its behalf under the Contract shall comply with all provisions of this Contract where relevant.
- (10) The Supplier shall, if requested by IE, supply a legal opinion from a practising lawyer acceptable to IE (in its sole discretion), in favour of IE, in respect of the due execution and enforceability of this Contract against the Supplier, such legal opinion to be in a form and content satisfactory to IE (in its sole discretion).

#### **A7 Supplier's Warranties and Undertakings and Remedy of Defects**

- (1) The Supplier warrants and represents to each of IE and CIE that:
  - (a) it has all necessary right, power and authority to enter into and carry out its obligations under this Contract; its obligations under this Contract constitute legal, valid and binding obligations enforceable against it in accordance with their terms;
  - (b) all consents, permits, authorisations and licences that are required for it to carry on its business and to supply the Goods to IE, including without limitation valid licences

for all Intellectual Property rights, have been obtained and are valid and in full force and effect and have not been revoked, rescinded, suspended or terminated and copies will be made available to IE on request;

- (c) it will comply with all applicable Law and legal requirements (including relating to the manufacture and distribution process as they apply to the Supplier) and the terms and conditions of this Contract in supplying the Goods to IE and performing its obligations hereunder;
  - (d) it will comply with IE Standards (including the Drug and Alcohol Policy) and IE's Code of Conduct;
  - (e) it will comply with the applicable SMS-009 (applicable IE Standard for Approved Suppliers of Safety Critical Equipment) where this Standard is made applicable under Schedule I;
  - (f) it will maintain its status as an "Approved Supplier of Safety Critical Equipment" within the meaning of the applicable IE Standard SMS-009, where this Standard is made applicable under Schedule I, and will do so for the duration of the Term and any contract extension that may be granted by IE under Schedule B;
  - (g) it has sufficient title and ownership of the Goods to transfer an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions or impediments of any kind, in respect of the Goods, to IE;
  - (h) none of the Goods supplied to IE under this Contract, or any spare parts or materials, documentation or data supplied to IE by the Supplier or on its behalf will infringe any third party's Intellectual Property rights;
  - (i) it understands the nature of its obligations under this Contract and is capable of assuming any risks contained in it and applicable to it;
  - (j) all information and documentation it has supplied to IE or CIE in connection with this Contract, or the tender process for the award of this Contract, was true, complete and accurate in all material respects at the date it was provided;
  - (k) there is no claim against it, or litigation or arbitration or other form of legal proceedings involving the Supplier or judgement or award made against the Supplier which would adversely affect its ability to perform its obligations under this Contract;
  - (l) neither it nor any person acting on its behalf has committed any offence under the Prevention of Corruption Acts 1889-2010, or the Ethics in Public Office Acts 1995-2001;
  - (m) the status of the Supplier, as declared in the "Declaration of Eligibility" submitted by the Supplier at PQQ/ITT stage of the award of this Contract, which confirms that none of the exclusion grounds listed in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016, are applicable and they remain unchanged.
- (2) The Supplier covenants and undertakes with each of IE and CIE that:
- (a) it will notify IE in writing by Notice of any material change to its status regarding any of the warranties and representations, covenants and undertakings set out in this



Clause A7, and will comply with all reasonable directions of IE, which may include termination of this Contract;

- (b) it will maintain in full force all necessary consents, permits, authorisations and licences required by it to perform its obligations under the Contract;
- (c) it will act in a thoroughly competent and efficient manner, with all due speed and diligence, in the best interests of IE and CIE in supplying the Goods to IE and will exercise independent professional skill and judgment when doing so;
- (d) it will supply the Goods in accordance with the terms and conditions of this Contract;
- (e) it will take precautions for safe custody of any property of IE and/or of CIE in the possession or under the control of the Supplier or any person acting on its behalf, and ensure that it is adequately insured against any loss or damage during that time;
- (f) it has clear and unencumbered title to the Goods and unrestricted power to sell, transfer and deliver to IE, an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions, retention of title or any similar claim, or impediments of any kind, in respect of the Goods, from the Supplier, manufacturer or any other person, and any documentation containing any such retention of title or similar liens, restrictions or impediments on the title to the Goods from the Supplier or any other person shall be void and of no further effect;
- (g) the Goods supplied to IE by it will (i) correspond to the description provided, (ii) be of sound materials and workmanship and be of merchantable quality, (iii) be equal in all respects to any samples or specifications (iv) be fit for any particular purpose made known to the Supplier by IE either expressly or by implication;
- (h) the Goods shall be free from Defects in design and workmanship for the Remedy of Defects Period that is set out in Clause C2 (Schedule C) and the Supplier shall remedy all Defects at its cost (whether notified to it or not) during the Remedy of Defects Period. The Supplier also undertakes to remedy any Defect notified to it by IE prior to the expiry of the relevant Remedy of Defect Period notwithstanding that the actual Remedy of Defects Period may expire before the Defect in the Goods is remedied;
- (i) IE obtains the benefit of all warranties, indemnities or guarantees which the Supplier or any person acting on its behalf has received from any of its suppliers or manufacturers relating to the Goods or any parts/components, including in respect of any Goods that are repaired or remedied by the Supplier, and which shall be capable of being assigned to any third party nominated by IE;
- (j) It will comply with all applicable environmental, social and labour law that applies at the place where the Goods are delivered, that have been established by EU Law, national law, collective agreements, and by international, environmental, social and labour law listed in Annex XIV to the Utilities Directive;

- (k) it will give such general advice and assistance to IE in respect of the Goods as required by IE or as would be reasonably expected in accordance with Good Industry Practice.
- (3) None of the provisions in the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Contract.
- (4) The Supplier acknowledges that each of IE and CIE are relying on the warranties and representations, covenants and undertakings set out in this Clause A7 which are continuing throughout the Term.

**A8 Delivery and Acceptance / Title and Risk**

- (1) The Supplier shall deliver the Goods to IE within the timescales set down by IE in any one of the Purchase Order, Specification, Pricing Document, or otherwise notified by IE by notice to the Supplier, to the specified Delivery Points. Time shall be of the essence in Delivery, only if specified to be so by IE under Clause C1 (Schedule C). A docket or delivery note prepared by the Supplier (and appropriate labelling documentation referred to in Clause A10) stating the quantities of the Goods delivered and the Purchase Order number, must accompany each Delivery.
- (2) IE shall not be obliged to pay for any Goods delivered in excess of the quantity ordered and any risk in any excess of quantity delivered to IE shall remain with the Supplier. Likewise, IE shall not be obliged to accept or pay for any Goods delivered earlier than the relevant Delivery Date(s) unless early Delivery is requested by IE, and in all other cases, payment will be made based on the scheduled Delivery Dates.
- (3) If the Goods have not been delivered to IE within the timescales required, IE may (in its sole discretion) purchase substitute Goods elsewhere and shall notify Supplier by Notice of its intention to do so by giving not less than ten (10) Working Days' notice in writing to the Supplier and the Notice shall indicate that the Supplier shall be liable for the costs of such purchase if it proceeds. If the Supplier has not delivered the Goods to IE before the end of such notice period, the Supplier shall be liable for all additional costs and expenses of IE if IE decides to purchase substitute Goods from a third party.
- (4) Any extension of time for Delivery of the Goods shall be at the sole discretion of IE and shall not constitute any waiver by IE of its rights under the Contract. Liquidated Damages for late Delivery of Goods will apply where made applicable in Clause C4 of Schedule C.
- (5) IE shall not have given any waiver of any of its rights, nor will IE have waived its right of rejection, by any acceptance of Delivery, unless such waiver(s) are given in writing.
- (6) IE shall cooperate with the Supplier where necessary in making its premises, car parks, loading bays or other places reasonably accessible to the Supplier on the Delivery Date(s) for the sole purpose of Delivery of the Goods to IE, provided that the Supplier shall comply with all reasonable requests of IE and any IE Standards applicable in relation to any such access.
- (7) Title in the Goods shall pass to IE on Delivery of the Goods to IE, without prejudice to any right of rejection IE has under Law or this Contract. Until Delivery, the Goods are at the risk of the Supplier and all risk in the Goods passes to IE upon Delivery.
- (8) All Goods shall be deemed delivered to IE free of encumbrances, lien or retention of title or similar provision and any condition from the Supplier or manufacturer (where the Supplier is not also the manufacturer) claiming a retention of title over Goods delivered to IE is hereby

excluded and rejected and does not form part of the terms and conditions of this Contract. The Supplier acknowledges that full legal and beneficial title in the Goods vests in and remains in IE on Delivery and that it has no right, title, interest, reservation of title, lien, or other right of ownership whatsoever over the Goods once they have been delivered to IE.

#### **A9 Right of Inspection / Right of Rejection / Records**

- (1) Right of Inspection: IE's authorised representatives may inspect or test the Goods or any components or samples of them) free of charge, at any stage in the supply chain, including in the manufacture, processing or supply chain, and/or for verification purposes of the production and control process (including factory inspections) or under any requirements of applicable IE Standards, and may also inspect and review the performance of the Supplier or any person acting on the Supplier's behalf in relation thereto. The Supplier shall (and shall procure that its subcontractors and agents shall) allow IE's authorised representatives access at all reasonable times to the places where the Goods or any components or samples of them are being made or kept, including the Supplier's premises or those of any supplier manufacturers, subcontractors or agents of the Supplier, and shall procure the provision of suitable facilities for IE for this purpose.
- (2) Right of Rejection: IE may, by Notice in writing to the Supplier, reject any of the Goods which do not comply with the Specification or do not conform to samples, whether delivered to IE or not and whether in the course of manufacturing, supply, transit or otherwise. Where IE rejects any Goods, it may require the Supplier to (a) replace the rejected Goods free of charge to IE, with Goods that comply in all respects with the Contract, or (b) IE may purchase substitute Goods elsewhere at the Supplier's cost where the Supplier fails or refuses to replace the rejected Goods within the timescales required by IE or (c) furnish a full refund to IE where applicable, in respect of the rejected Goods. If IE does not reject any Goods delivered to it within thirty (30) calendar days of the Delivery Date(s) in respect thereof, it will be deemed to have accepted them without prejudice to the Supplier's obligations to remedy Defects in the Remedy of Defects Period. Any receipt note issued by IE on any Delivery or any acceptance of Goods by IE shall not constitute any waiver of any of its rights under this Contract or at Law, or any acknowledgement of condition, quantity of quality of Goods.
- (3) All Goods rejected by IE shall be removed by the Supplier at its cost, from CIE/IE's premises forthwith on notification from IE that they have been rejected and as soon as reasonably practicable and failure to do so shall be a material breach of the Supplier of this Contract, and IE shall be entitled to dispose of such rejected Goods in any manner IE may decide, at the Supplier's cost, in its absolute discretion. Rejected Goods shall be at the risk of the Supplier during this time until disposal.
- (4) Records: The Supplier shall keep adequate records of its performance of its obligations under this Contract and make them available to IE for inspection at any time and shall retain such records and reports, and documentation for a period of six (6) years from the date of the last Delivery of the Goods to IE under this Contract.

#### **A10 Documentation / Packaging and Labelling**

- (1) The Supplier shall at its cost, obtain any export or import licence or other authorisation necessary for the export/import of the Goods and/or transit through any country, and shall provide a certificate of origin and any other documentation which IE may require in order to take delivery of the Goods. The Supplier is liable for all costs and expenses relating to the carriage of Goods to the Delivery Point(s) including any customs duty or tax levied in Ireland

on the import of any Goods into Ireland for delivery to IE from another country, unless otherwise agreed in writing.

- (2) The Supplier shall bear the cost of suitable packaging and labelling of the Goods having regard to their nature and all applicable requirements under Law and the Specification and any instructions contained in the Purchase Order. All packaging materials in which the Goods are delivered to IE will be considered non-returnable and the property of IE and will be destroyed or disposed of by IE unless otherwise agreed with the Supplier in respect of any particular Delivery.
- (3) The Goods shall be carefully packed and protected for safe and secure transit to the Delivery Points by the Supplier. The Goods shall be marked by the Supplier with the Purchase Order number and the net, gross and tare weights and containers clearly marked with the identity of their contents.
- (4) The Supplier shall inform IE by notice in writing, in advance of any Delivery, where any particular storage conditions are required for the Goods post-delivery and such informal notice shall issue in sufficient time to allow IE to prepare any special storage arrangements. IE shall not be liable to the Supplier if the Supplier breaches this provision, and the Supplier indemnifies IE for all costs, claims, loss or damages suffered or incurred by IE arising from not informing IE in time or correctly about specific storage arrangements for the Goods.
- (5) If the Goods or any part of them consist of any dangerous or hazardous substance as determined by Law, then the Supplier shall include the appropriate “material safety data sheets” in the smallest packing unit in which the Goods are delivered and such other documentation as is required by Law or the Specification. The Supplier indemnifies IE for any loss or damage, costs, claims or expenses suffered or incurred by IE arising from any breach by the Supplier of its obligations relating to handling, storage, manufacture (where applicable), documentation, information and supply and delivery of dangerous or hazardous substances to IE.

#### **A11 Spare Parts / After Sales Service / Training**

- (1) The Supplier shall supply such spare parts to IE in relation to the Goods as IE may reasonably request or as set out in the Specification, at reasonable cost and not exceeding that charged under like circumstances to other customers of the Supplier. The Supplier expressly permits IE to negotiate with and purchase spare parts for the Goods directly from suppliers to the Supplier, or in the market, free of any restrictions or impediments which may exist between the Supplier and its suppliers. The Supplier shall supply to IE free of charge all technical drawings, manuals, instructions, service and maintenance documentation, warranty documents, and specifications together with all updates to such documents which relate to the Goods and any spare parts.
- (2) The Supplier shall provide, included in the Charges, the cost of such after-sales service and such training to IE staff nominated by IE, in relation to the storage, handling, use, or maintenance of the Goods by IE for its own use or use by its nominees, as may be required by IE and/or set out in the Specification.

#### **A12 Intellectual Property, Insurance and Indemnities**

- (1) It is a fundamental condition of this Agreement and that none of the Goods supplied to IE shall infringe any Intellectual Property right of any third party. All patented Goods shall be marked in accordance with all applicable Law. Breach by the Supplier or any person acting

on its behalf, of any of the provisions of this Clause A12 shall be deemed to be a material breach of contract.

- (2) The Supplier grants to IE a perpetual, royalty-free, irrevocable, unconditional, transferable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property rights in the Goods or in any materials including documentation accompanying the Goods, to the extent that it is necessary to supply the Goods to IE and for IE or any nominee of IE to use the Goods in the manner required by IE. The Supplier hereby waives and shall procure a waiver of any moral rights in any copyright that is part of any Intellectual Property in the Goods or documentation accompanying them.
- (3) The Supplier shall indemnify each of IE and CIE and each of their respective directors, officers, managers, employees, servants and agents against all proceedings, claims, costs, expenses (including legal expenses), losses and damages of any nature suffered or incurred by IE and/or by CIE as a result of any infringement or alleged infringement of any third party's Intellectual Property rights arising out of the supply of the Goods by the Supplier or any party acting on its behalf to IE, or the use of them by IE or any party nominated by IE.
- (4) In the event of any claim being made or threatened or pending against IE or CIE or both, in relation to claims or disputes in respect of Intellectual Property, the Supplier shall be immediately notified by Notice in writing by IE and shall, if requested and at its expense, assist IE and/or CIE in any such litigation or proceedings or disputes, or negotiations for settlement of same in such manner as IE and/or CIE may reasonably request, including conducting all negotiations for settlement of these disputes and/or claims, and provided that before doing so, the Supplier shall have given to IE and CIE such security for costs or otherwise as they may reasonably require to cover any compensation, costs or damages which may become payable by either or both of IE and CIE. The Supplier shall replace any Goods the subject of any Intellectual Property claims or disputes, forthwith on request at no cost to IE or CIE, with replacement Goods that are not the subject of any such claims or disputes and any replacement Goods shall be deemed to be covered under the warranties of the Supplier under Clause A7.
- (5) The provisions of this Clause A12 shall survive termination of the Contract.
- (6) Insurances: The Supplier shall take out and maintain the insurances required by the Specification, if any, and/or the Insurances set out in Schedule D with reputable insurers acceptable to IE (in its absolute discretion) and shall procure that each of its subcontractors shall do so and shall provide evidence satisfactory to IE at any time during the Term or on expiry or termination of the Contract, of taking out and maintaining such Insurances during the Term.
- (7) The Supplier is liable for the full amount of any deductibles or excess amounts in respect of the Insurances, in the event of any claim.
- (8) Indemnities: The Supplier shall indemnify and keep indemnified IE and CIE and each of their directors, officers, managers, employees, servants and agents from and against all actions, liability, proceedings, expenses, costs, claims, damages and losses and demands whatsoever suffered or incurred by IE or CIE (a) arising out of the breach of contract, negligence, error, default, act or omission, recklessness, bad faith, wilful default, fraud, breach of duty or breach of statutory duty of the Supplier or its employees, servants, agents or sub-contractors in performing its obligations under this Contract; and (b) in respect of any

disease, sickness or injury to, or the death of any person whatsoever, or in respect of any loss of or damage to any property or any part thereof of IE or of CIE or both, or of any third party, caused by any act, negligence, error, default, omission, wilful default, fraud, breach of contract, breach of duty or breach of statutory duty of the Supplier or its employees, servants or agents or sub-contractors in performing its obligations under the Contract or while present on the premises or any property of IE or of CIE.

- (9) No Party to this Contract shall in any circumstances be liable to any other Party for any indirect or consequential loss including but not limited to loss of profits, loss of contracts, loss of goodwill, loss of business opportunity, incurred by any Party arising out of or in connection with this Contract.
- (10) The liability of the Supplier to IE under this Contract shall be limited in the manner set out in Clause C5(B) of Schedule C only where C5(B) is selected by IE in Schedule C.

**A13 Price, VAT and Payment Procedures**

- (1) In consideration of the supply of the Goods to IE by the Supplier and subject thereto, IE agrees, subject to the provisions of this Clause A13, to pay the Charges to the Supplier in accordance with the Pricing Document. The Charges are exclusive of VAT and inclusive of all disbursements and expenses of the Supplier (including labour, parts and materials) in performing its obligations hereunder.
- (2) The Charges are fixed for the Term and are not subject to price adjustment, indexation, fluctuation or escalation of any kind during the Term.
- (3) CIE has no liability or responsibility to make payment of any Charges or of any amounts to the Supplier or any person acting on its behalf, under this Contract. IE has no liability or responsibility to make any payment of any kind to any subcontractors, personnel, servants or agents of the Supplier, which payments are the sole responsibility of the Supplier.
- (4) Payment of the Charges is subject to:
  - (a) compliance by the Supplier with the terms and provisions of this Contract and no payment will be made for Goods not Delivered or Goods rejected by IE;
  - (b) receipt by IE of a duly completed invoice from the Supplier complying with (8) of this Clause A13 together with any supporting documentation that IE may require;
  - (c) any deductions that may be required by Law;
  - (d) the Supplier being in receipt of an up to date Tax Clearance Certificate and making same available to IE;
  - (e) the application of Liquidated Damages, if any, as are made applicable by Clause C4 of Schedule C.
- (5) It is a condition precedent to this Contract and to any payments made under it that the Supplier furnish a current Tax Clearance Certificate to IE and keep it current and up to date for the Term and make it available for inspection by IE at any time during the Term. The Supplier shall procure that each of its subcontractors shall also have at all relevant times during the Term a current and up to date Tax Clearance Certificate.

- (6) The Supplier confirms that it is registered for VAT and shall be responsible for charging VAT at the appropriate rates including applications of exemptions where applicable.
- (7) Whenever any sum of money is recoverable from or payable by the Supplier to IE under this Contract (including any Liquidated Damages) and including any sum which the Supplier has to pay to IE for breach by it of this Contract, IE may unilaterally deduct such sum(s) from any amounts then due by it to the Supplier or which may at any future date be due, whether under this Contract or under any other agreement with IE.
- (8) The Supplier shall invoice IE monthly in arrears in respect of the supply of Goods to IE, or at such other times and dates as shall be specified by IE in the Purchase Order, or Specification or otherwise. All invoices must be in a form and content satisfactory to IE and comply with IE's requirements as notified to the Supplier (e.g. they must be dated, not be handwritten, must quote the official Purchase Order number, contain details of the Goods supplied, set out the VAT details) and the original invoice (i.e. not an electronic or soft copy version) shall be sent to: **Accounts Payable, Iarnród Éireann, Inchicore Works, Inchicore, Dublin 8, Ireland**, quoting the relevant Purchase Order Number and be accompanied by such verification documentation as IE may request. IE shall pay all undisputed invoices or any undisputed amount thereof at the end of the Month following the Month in which the invoice is received by IE.
- (9) Any payment to the Supplier by IE under this Contract shall be made in euro in the amounts set out by IE in the Pricing Document, **OR**, if another currency is specified in the Pricing Document, in the currency and at the exchange rate, and only at the exchange rate set out by IE in the Pricing Document (and not any other currency or exchange rate), by way of electronic funds transfer to the bank account of the Supplier full details of which must have been notified by the Supplier in advance in writing to IE by Notice. The Supplier acknowledges that the onus is on it to ensure that IE has at all times received the correct details of its bank account and that any changes are notified to IE in writing by Notice, and IE accepts no liability or responsibility whatsoever in relation to any payment to an incorrect account or payee, where the Supplier has failed to comply with this (9) of Clause A13.
- (10) Subject to rights of withholding and set off of IE and other deductions that may be made against any amounts due to the Supplier, if IE fails to make any payment when due, to the Supplier, IE shall pay interest in respect thereof to the Supplier in accordance with the provisions of the Prompt Payments Act 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012) and all subsequent amending regulations to the 2012 Regulations, made from time to time, including those made in 2013, 2014 and 2016.

#### **A14 Advance Payment Bond**

- (1) IE reserves the right, in its absolute discretion, without prejudice to any of its rights and remedies under this Contract or at Law, to make an advance payment to the Supplier of any amount of the Charges, PROVIDED that and subject to the condition precedent that any advance payment of Charges shall not be made by IE under this Contract unless IE is in possession from the Supplier of an Advance Payment Bond in the form set out in Schedule E, executed under the seal of the Bond surety, for a Bond Amount (as defined in the Advance Payment Bond) and from a Bond surety in each case acceptable to IE in its absolute discretion.
- (2) IE reserves the right, in its absolute discretion, to seek a legal opinion from a practising lawyer acting for a Bond surety who is acceptable to IE (in its absolute discretion), in respect

of the due execution and enforceability of any Advance Payment Bond required by IE, as a further condition precedent to making any advance payment of Charges under this Contract, such legal opinion must be in a form and content acceptable to IE (in its absolute discretion).

**A15 Employment Law**

- (1) The Supplier shall fully observe and comply with all applicable Law relating to employment and employment equality (both statute and common law and all applicable legislation or regulations), in relation to the performance of its obligations under this Contract. The Supplier shall maintain records evidencing its compliance with all such employment law and shall make same available to IE for inspection by IE on request. The Supplier acknowledges that it is responsible for all statutory requirements of an employer including employment conditions, remuneration, taxes, immigration and work permits of all relevant personnel and is responsible for its staff, employees, personnel, servants and agents and subcontractors.
- (2) The Supplier covenants and undertakes with each of IE and CIE that it shall not, for the duration of the Term plus a period of six (6) Months thereafter, solicit, entice or endeavour to do so, away from the employment of IE or of CIE, any person employed by IE or CIE in any capacity whatsoever, regardless of whether or not such an employee would commit of their employment contract in so leaving the service of IE/CIE.

**A16 Data Protection**

- (1) The Supplier acknowledges that in providing the Services under this Contract, the Supplier will process personal data (within the meaning set out in Data Protection Legislation) on behalf of IE. In such circumstances, the Supplier acknowledges that IE is the controller and the Supplier is the processor as each such term is defined in Data Protection Legislation and the Supplier agrees that:
  - a. the Supplier shall comply with the data protection principles specified in Data Protection Legislation that are applicable to the Supplier in connection with the provision of the Services;
  - b. the Supplier shall have access to and process certain personal data relating to the data categories (as set out in the Data Schedule) belonging to the categories of data subjects (as set out in the Data Schedule) in order and for as long as is necessary to provide the Services and perform its obligations under the Contract. The obligations and rights of IE shall be as set out in this Contract;
  - c. the Supplier shall only process such personal data in accordance with the documented instructions of IE, including with regard to transfers of personal data to a third country or an international organisation, and only to the extent and in such a manner as is strictly necessary for the performance of the Services under this Contract unless otherwise required to do so by European Union (EU) or EU Member State law to which the Supplier is subject and in such a case, the Supplier shall inform IE of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;



- d. the Supplier shall ensure that it has appropriate security, technical and organisational measures (the “Security Measures”), including as set forth in this Contract, to ensure a level of security appropriate to the then current risk and to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed. The Security Measures shall include as appropriate:
- i. the pseudonymisation and encryption of personal data;
  - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems used for such processing;
  - iii. the ability to restore the availability and access to personal data in the event of a physical or technical incident; and
  - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- e. any material changes to the Security Measures shall be agreed in writing by the Parties;
- f. the Supplier shall assist IE in ensuring compliance with IE’s obligations in respect of security of personal data under Data Protection Legislation;
- g. the Supplier shall make available to IE all information necessary to demonstrate compliance with its obligations set out in this Clause A16(1) and allow for and contribute to audits, including inspections, conducted by IE or another auditor mandated by IE to ensure compliance with the obligations laid down in this Clause A16(1), including the Supplier’s data security obligations under Data Protection Legislation provided however that IE shall be entitled, at IE’s discretion, to accept adherence by the Supplier to an approved code of conduct or an approved certification mechanism to aid demonstration by the Supplier that the Supplier is compliant with the provisions of this Clause A16(1);
- h. the Supplier shall, in accordance with Article 28(3) of the GDPR, immediately inform IE if, in its opinion, an instruction infringes the GDPR or other EU Member State law;
- i. the Supplier shall promptly (and in any event within 48 hours) inform IE in the event of receiving a request from a data subject to exercise their data subject rights under Data Protection Legislation and provide such co-operation and assistance in relation to such a request, without responding to that request unless otherwise authorised by IE to do so;

- j. the Supplier shall assist IE, including by implementing appropriate technical and organisational measures, to allow IE to comply with requests from data subjects to exercise their rights under Data Protection Legislation;
- k. the Supplier shall ensure that access to IE's personal data is limited to (i) those persons who need access to IE's personal data to meet the Supplier's obligations under the Contract, (ii) in the case of any access by such persons, such part or parts of the personal data as is strictly necessary for that person to perform its duties; and (iii) such persons authorised to process such personal data have committed themselves to binding and enforceable confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- l. the Supplier shall not use any sub-contractor in the provision of the Services or the performance of its obligations under this Contract that will have access to such personal data without the prior written consent of IE and where IE has consented to the appointment of a sub-contractor, the Supplier shall not replace or engage other sub-contractors without the prior written consent of IE;
- m. where any sub-contractor of the Supplier will be processing such personal data on behalf of IE, the Supplier shall ensure that a written contract exists between the Supplier and the sub-contractor containing clauses that impose at least the equivalent obligations to those imposed on the Supplier in this Clause A16(1). In the event that any sub-contractor fails to meet its data protection obligations, the Supplier shall remain fully liable to IE for the performance of the sub-contractor's obligations;
- n. the Supplier shall ensure compliance with this Clause A16(1) by any sub-contractor and any other person acting under the Supplier's authority who has access to such personal data;
- o. the Supplier shall without undue delay, and in any event within 24 hours, notify IE (i) of any suspected or actual breaches of the Supplier's or any of its sub-contractor's systems which may put the personal data at risk of disclosure, unauthorised processing or accidental or unlawful destruction, loss, alteration, or access to personal data, including without limitation ransomware or denial of service attacks and (ii) if any personal data is otherwise lost, stolen, misappropriated, destroyed or becomes damaged, corrupted or unusable, and the Supplier shall provide IE with such co-operation and assistance as may be required to mitigate against the effects of , and comply with any reporting obligations which may apply in respect of, any such breach;
- p. the Supplier shall, at IE's request, cooperate with and assist IE to enable IE to comply, in accordance with Data Protection Legislation, with any assessment, enquiry, notice, investigation, audit or consultation under Data Protection

Legislation, which shall include the provision of all data requested by IE within the timescale specified by IE;

- q. the Supplier shall keep accurate and up-to-date records of its processing of the personal data processed pursuant to this Contract and share such records with IE immediately upon request;
  - r. the Supplier shall, at the choice of IE, delete or return all such personal data to IE when the Supplier ceases to provide services relating to data processing under this Contract and delete all existing copies and extracts of such personal data unless applicable EU law or the laws of an EU Member State require storage of the personal data;
  - s. if the Supplier receives any complaint, notice or communication in respect of the Services and which relates directly or indirectly to the processing of personal data and/or to compliance with Data Protection Legislation, the Supplier shall immediately notify IE and shall provide IE with full co-operation and assistance in relation to any such complaint, notice or communication;
  - t. no such personal data shall be transferred outside of the European Economic Area by the Supplier or any of its agents or sub-contractors without the prior written consent of IE which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Supplier shall comply with the requirements of Data Protection Legislation in respect of transfers of such personal data outside of the European Economic Area, to the extent that IE consents to any such transfer; and
  - u. nothing contained in this Contract shall relieve the Supplier of its direct responsibilities and liabilities under the GDPR.
- (2) The Supplier shall indemnify IE and IE's officers, employees, servants, agents and sub-contractors against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and regulatory fines ("Loss") incurred by IE or for which IE may become liable including:
- a. civil claims where a final award of damages has been granted (including in relation to a court approved settlement) in favour of a data subject; and/or
  - b. administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction,
- in each case, to the extent that such Loss arises from or in connection with the Supplier acting outside or contrary to the lawful instructions of IE and/or any other

breach by the Supplier of its data protection obligations under this Contract or Data Protection Legislation.

**A17 Freedom of Information**

- (1) The Supplier shall co-operate with IE and provide such information as IE may reasonably require in relation to any information required to be given by IE relating to this Contract to any party at any time under applicable Law, including for the avoidance of doubt, the Freedom of Information Act 2014 (the “2014 Act”), subject to the caveats and protections as may be afforded to IE in relation to the furnishing of such information under applicable Law. IE is a partially exempt body under the 2014 Act (Part 1, Schedule 1, paragraph (p) of the 2014 Act) and will comply with any obligations imposed on it under the 2014 Act in respect of its non-exempt activities. CIE is listed as one of the exempt bodies under Part 2, Schedule 1 of the 2014 Act and the 2014 Act does not apply to CIE. The Supplier shall identify to IE any information that it considers should not be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. IE will consult with the Supplier about this commercially sensitive information before making any decision on any request under applicable FOI legislation, provided that nothing in this Contract shall prevent IE or CIE from disclosing any information or materials required under applicable Law.
- (2) The Supplier will indemnify and keep indemnified each of IE and CIE and each of their directors, employees, servants and agents indemnified against all liability, claims, damages, costs (including legal costs) and expenses incurred by any of them in respect of any breach of this Clause A17 by the Supplier or any person acting on its behalf.

**A18 Conflicts, Corrupt Gifts, Payments of Commission**

- (1) Conflicts of Interest: The Supplier shall not act in a conflict of interest with IE and/or CIE in the performance of its obligations under this Contract. The Supplier undertakes to disclose in writing to IE within forty-eight (48) hours of it coming to its attention, any conflict or potential conflict of interest with IE and/or CIE which it, or any person acting on its behalf, may have. IE shall, in its absolute discretion, decide on the appropriate course of action, which may include termination of this Contract, and the Supplier shall comply with such directions.
- (2) Corrupt Gifts/Commissions: The Supplier shall not give, offer or agree to give or offer any employee, servant or agent of IE or of CIE any gift or money or of any other kind (including without limitation any loan, fees, commission, reward, benefit, hospitality or other payment) unless it is provided for in the Contract. The Supplier shall not commit any offence under the Prevention of Corruption Acts, Ethics in Public Office Acts and Standards in Public Office Acts.
- (3) The Supplier shall comply, as a fundamental condition of this Contract, with IE’s Code of Conduct set out in Schedule H.

**A19 Force Majeure and Suspension**

- (1) The following provisions apply to a Force Majeure Event:
  - (a) if any Party is affected by a Force Majeure Event (the “**Affected Party**”) it shall promptly notify the other Parties by Notice in writing in reasonable detail of the nature and extent of the circumstances in question. The Affected Party will not be in breach of this Contract or otherwise liable to the other Parties, for any delay in performance or the non-performance by it, to the extent that the delay or non-performance is due

to a Force Majeure Event which it has notified to the other Parties by Notice in writing and the time for performance of the affected obligations shall be extended accordingly;

- (b) the Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations hereunder and shall notify the other Parties immediately in writing by Notice in writing once the Force Majeure Event has ended and shall forthwith resume performance of all of its obligations under this Agreement;
- (c) IE shall have the right, without prejudice to any of its rights herein, to make alternative arrangements for the supply of the Goods to it, if the Supplier is unable to do so in whole or in part due to a Force Majeure Event. Under those circumstances, the Supplier shall not be permitted to recommence supplying the Goods to IE until any contractual obligations of IE and/or CIE with a third party in making such alternative arrangements have ceased or expired;
- (d) If the event of Force Majeure Event resulting in the delay in performance or the non-performance by any Party of its obligations hereunder continues for more than one (1) Month from the date of its notification under (1) of this Clause A19, any Party may terminate the Contract by Notice in writing pursuant to Clause A20(2).

(2) The following provisions apply to any suspension of this Contract by IE:

- (a) IE may, in its sole discretion, by Notice in writing to the Supplier, suspend the performance by the Supplier of all or any of its obligations under this Contract for such times and dates such a manner as may be specified by IE in the notice of suspension. Payment in respect of all obligations notified, is also suspended. IE may at any time to instruct the Supplier by informal notice in writing to resume performing the Contract.
- (b) Where IE suspends the Contract or any part thereof, the Supplier shall be entitled, on any resumption of obligations, to an extension of time for performance of its obligation(s) and to be reimbursed by IE in respect of any increased costs reasonably incurred by it by reason of such suspension in accordance with the Pricing Document (provided that such reimbursement shall not exceed the rates applicable in the Pricing Document referable to those obligations which were suspended) and provided that the suspension is not triggered as a result of any default or breach by the Supplier of its obligations under the Contract. Any suspension shall be without prejudice to any antecedent breach of this Contract and the Supplier shall be entitled to be paid for work done up to the date of suspension. The Supplier shall not be entitled to claim against IE or CIE for loss of profit, costs, expenses, damages, loss of contracts or for any other losses arising from or connected with any suspension of the Services or any part thereof.
- (c) Where the suspension continues for a period of six (6) Months, the Supplier shall be entitled to issue a Notice in writing to IE at the expiry of the six month period, requiring it to lift the suspension. If the suspension is not lifted within thirty (30) calendar days of IE receiving such Notice, either IE or the Supplier shall be entitled to terminate this Contract by serving not less than thirty (30) calendar days' Notice in writing served on all other Parties to this Contract.

## **A20 Termination and Consequences of Termination**

- (1) Termination for Supplier's Default: IE may, without prejudice to any other right or remedy it may have, terminate this Contract without liability for compensation or damages of any kind, by giving the Supplier Notice in writing to take effect forthwith on the date of issue of the Notice or on such other time and date as is stated in the Notice, if any one or more of the following events occur:
- (a) if the Supplier commits a material breach of contract or a persistent or recurring breach of its obligations under this Contract having a material effect, and fails to remedy the breach/breaches where capable of remedy, within ten (10) Working Days of being requested to do by IE;
  - (b) if the Supplier fails to hold or maintain a Tax Clearance Certificate;
  - (c) if the Supplier fails to maintain the Insurances;
  - (d) if the Supplier fails to comply with any of the Specification, IE Standards, or IE's Code of Conduct;
  - (e) if the Supplier fails to maintain, or loses its status (however arising) as an "Approved Supplier of Safety Critical Equipment" under the applicable IE Standard SMS-009, where such Standard had been made applicable to this Contract under Schedule I;
  - (f) if the Supplier fails to maintain any consents, approvals, licences or authorisations as may be required under applicable Law to sell and deliver the Goods to IE;
  - (g) if the Supplier fails to perform any of its obligations under this Contract and/or fails to supply the Goods;
  - (h) if the Supplier ceases or threatens to cease carrying on business or abandons or repudiates this Contract;
  - (i) if Liquidated Damages of the aggregate amount specified in C4 (Schedule C) are imposed on the Supplier, in the manner referred to in C4, in any case where C4 is made applicable;
  - (j) where IE becomes aware that any of the exclusion grounds set out in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016 apply to the Supplier or to any of its subcontractors;
  - (k) if the Supplier is unable to pay its debts as they fall due, is wound up, becomes insolvent, becomes bankrupt, commences winding up, or if a liquidator, official assignee or similar official in bankruptcy is appointed, or a receiver, examiner or interim examiner, administrator or similar officer is appointed over the assets or undertaking of the Supplier, or if it is struck off by the Registrar of Companies (or under any analogous legislation under the laws of its country of incorporation).
- (2) Termination for Force Majeure: Any Party may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19(1)(d), such termination to take effect on the time and date stated in the Notice, and no compensation or payment of any kind shall be payable to any Party in respect of termination for Force Majeure.

- (3) Termination for Suspension: IE or the Supplier may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19 (2) (c).
- (4) Termination by IE: IE may, in its sole discretion, terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to the Supplier with a copy to CIE. Such termination shall be without prejudice to any claims any Party may have under the Contract. In the event that IE terminates the Contract under this Clause A20 (4) it will pay such of the Charges (less all deductions permitted by this Contract) in respect of the supply of Goods as are owing to the Supplier up to the date of termination but no other compensation or payment of any kind shall be payable to the Supplier.
- (5) Termination by Supplier: The Supplier may terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to IE with a copy to CIE, in the event that IE fails to pay any sum(s) lawfully due to it under this Contract (subject to all rights of withholding, set off and deduction hereunder) which have not been disputed by IE and remain unpaid for more than thirty (30) calendar days from receipt by IE of a non-disputed invoice from the Supplier.
- (6) Termination in the event of a challenge to contract award: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that a challenge to the award of this Contract to the Supplier or to any aspect of the competition leading to award of this Contract is or has been made by any person on the grounds of non-compliance with EU public procurement rules. If IE exercises its right of termination pursuant to this Clause A19(6) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(6).
- (7) Termination in the event Contract is declared "ineffective": In the event that this Contract is declared "ineffective" pursuant to Regulation 9(1) (b) of the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010, neither IE nor CIE shall have any liability to the Supplier other than in respect of the aspects of the Goods provided prior to the date on which such "ineffectiveness" order takes effect, which cost shall be assessed in accordance with the Charges set out in Schedule G (Charges). Under no circumstances shall the Supplier be entitled to any payment or compensation for loss of profit for the Services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness". IE, CIE and the Supplier acknowledge and agree that it is intended that the provisions of this Clause A20(7) shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Contract notwithstanding any declaration of ineffectiveness of this Contract.
- (8) Termination under Regulation 98, Utilities Regulations: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that any one or more of the circumstances set out in Regulation 98 of the Utilities Regulations 2016 applies. If IE exercises its right of termination pursuant to this Clause A20(8) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in

accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(8).

- (9) Consequence of Termination: In the event of termination for whatever reason (whether under any of the provisions of Clause A20 or not), the Supplier shall not be entitled to claim any compensation or payment of any kind and shall only be entitled to payment of such Charges as are calculated in accordance with this Contract and correctly due at the date of termination. No Party shall be liable to any other Party for any consequential or indirect loss (however arising) including loss of profit, loss of turnover, loss of contracts or revenues, financing costs, loss of goodwill, loss of business opportunity or anticipated saving or loss or use suffered or incurred by any Party arising out of in connection with this Contract for any reason whether on termination, expiry or assignment or during the Term. Termination of this Contract shall be without prejudice to the rights and remedies of any Party arising hereunder and to any provision expressed to survive termination.
- (10) On termination of this Contract however arising, the Supplier shall, and shall procure that its subcontractors, servants and agents shall, return or furnish forthwith to IE and/or CIE any property of IE or of CIE, any Goods due for Delivery to IE, and all documentation, records, manuals relating to the Goods as are due for delivery to IE, and shall execute and deliver all documentation, reports and records relating to the Goods and take any further steps that IE may reasonably require for the purpose of fully vesting in IE the Goods and all rights and benefits relating to them envisaged by this Contract.

#### **A21 Assignment and Sub-Contracting**

- (1) The Supplier may not transfer or assign, or subcontract, mortgage, charge, novate, create an interest in or any trust over, or otherwise dispose of the whole or any part of its rights, benefits or obligations under this Contract, directly or indirectly to any person whatsoever without the prior written consent of IE. IE may, in its sole and absolute discretion, withhold consent.
- (2) IE and CIE may transfer and assign all or any part of this Contract and shall give Notice in writing of such assignment or transfer thereafter to the Supplier. The Supplier shall do all acts and things and execute all documents necessary to give effect to such transfer or assignment.
- (3) The Supplier is strictly prohibited from subcontracting the whole of its obligations under this Contract, but may, only with the prior written consent IE, (at IE's absolute discretion under A21 (1)), subcontract any part of its obligations under this Contract.
- (4) If the Supplier wishes to appoint a subcontractor, it shall give not less than thirty (30) calendar days' notice in writing to IE by Notice, and shall furnish IE promptly and on request with such information and documentation concerning such appointment as IE may reasonably request, including but not limited to (a) evidence of the technical ability and resources of the proposed appointee to perform the intended obligations including copies of its audited accounts where requested, (b) evidence of compliance by the proposed appointee with all applicable Law and standards relating to this Contract, including evidence of a Tax Clearance Certificate and compliance with the insurance requirements,(c) full details



of the proposed subcontractor, its registered office, date of incorporation, board of directors and management and staff, and (d) the intended commencement date and scope of work of the proposed subcontractor.

- (5) The Supplier shall, if requested by IE, and without prejudice to IE's rights as a contracting entity under Regulation 96(7) of the Utilities Regulations 2016, procure self-declarations from its sub-contractors appointed on the award of this contract in the manner provided for in Regulation 89(4) of the Utilities Regulations 2016, and any sub-contractors who are presented for approval to IE after the award of this contract must provide the certificates and other supporting documents instead of the self-declarations required, pursuant to Regulation 96(5) of the Utilities Regulations 2016.
- (6) Without prejudice to any other provision of this Contract or of the Utilities Regulations 2016, IE is entitled to seek verification from the Supplier at any time in respect of its sub-contractors whether any of the exclusion grounds exist in relation to any of its sub-contractors, referred to in Article 57 of the Public Sector Directive, as referred to in Regulation 89 of the Utilities Regulations. If IE, as contracting entity, determines or becomes aware at any time, that any of the exclusion grounds set out in Article 57 of the Public Sector Directive (as referred to in Regulation 89 of the Utilities Regulations) apply to any sub-contractor of the Supplier, IE reserves the right to require the Supplier to immediately replace such sub-contractor and the Supplier shall comply immediately with such requirement. The Supplier shall also include in every sub-contract a right for the Supplier to terminate the sub-contract where any of the exclusion grounds referred to apply to the sub-contractor and also a requirement that the sub-contractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- (7) The Supplier is the prime contractor for the supply of the Goods to IE under Clause A6 (9), and is liable for all fees and charges of its subcontractors and their costs and expenses and neither IE nor CIE has any liability or responsibility in respect of them.
- (8) In no circumstances shall any subcontractor appointed by the Supplier, subcontract any part of the functions or activities subcontracted to it by the Supplier, and the Supplier shall ensure this provision is strictly observed. Any breach of this Clause A21 by the Supplier or any person acting on his behalf, shall be deemed a material breach of contract.

## **A22 Confidentiality and Announcements**

- (1) Confidentiality: Each Party agrees to treat all Confidential Information disclosed to it by any other Party, whether orally or in writing, and whether disclosed before or after the date of this Contract, as strictly confidential and shall not disclose same to any third party unless permitted by the provisions of this Clause A22. No Party in receipt of Confidential Information shall, during the Term and at any time after termination or expiry of this Contract may use Confidential Information for any purpose other than in the performance of its obligations under this Contract or disclose Confidential Information to any person/third party except with the prior written consent of the (original) disclosing Party to it hereunder, or in accordance with this Clause A22.
- (2) Confidential Information may be disclosed by the Party in receipt of same only and to the extent that:
  - (a) it has come into the public domain or into the knowledge of any other Party through no breach by the receiving Party of this Clause A2 or breach of any other provision of this Contract;

- (b) it is required to be disclosed by Law or by any court, tribunal or regulatory body of competent authority having jurisdiction;
  - (c) in the case of IE, it is required by CIE, and in the case of either IE or CIE, it is required by the Oireachtas, the Government of Ireland, a Minister or Department of the Government of Ireland;
  - (d) the disclosure is to professional advisers or auditors or bankers of any Party engaged by a Party and only to the extent that such disclosure is reasonably necessary.
- (3) Announcements: No media releases, public announcements or public disclosures relating to this Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Supplier without the prior written consent of IE (in its absolute discretion).
- (4) Nothing stated herein shall restrict IE from releasing appropriate information to potential tenderers in respect of the procurement of the Goods following the expiry or termination of this Contract.

#### **A23 Brexit**

It is anticipated that the United Kingdom shall withdraw from the European Union during the term of this Contract (such withdrawal from the European Union being referred to as “Brexit”). The Supplier confirms that it has taken into account all adjustments necessary in order to continue to perform its obligations under this Contract both prior to, during and subsequent to Brexit. No adjustment to the Charges shall be made or allowable during the term of the Contract as a result of Brexit.

#### **A24 Disputes, Governing Law and Jurisdiction**

- (1) Disputes: Subject to the Parties’ rights to apply to the courts, and without prejudice to their rights and remedies under Law, the Parties shall seek to amicably resolve any disputes between them relating to this Contract, howsoever arising within thirty (30) calendar days from the date the dispute first arose as recorded by IE (the “**Dispute Date**”), and shall meet to do so if required by IE. The Parties may agree procedures and protocols for such dispute resolution from time to time such as mediation, or conciliation, which if they do, shall be recorded in writing and signed by the Parties as a contract variation of this Contract under Clause A24(3). Each Party shall bear their own costs and expenses in relation to resolving any dispute by amicable means, unless otherwise agreed in writing by the Parties. Performance of this Contract by the Parties shall continue during the dispute resolution process on a strictly without prejudice basis, i.e. without prejudice to the rights and remedies of the Parties, howsoever arising, at Law.
- (2) Governing Law: This Contract shall in all respects be governed by and construed in accordance with the laws of Ireland.
- (3) Jurisdiction: The Parties hereby irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any dispute however arising, out of or in connection with this Contract not resolved by the Parties pursuant to Clause A24(1) within thirty (30) calendar days of the Dispute Date. The Parties also agree that the persons named in paragraph 3 on pages 4-5 of the Contract are authorised to accept service of proceedings on their behalf respectively.

**A25 General**

- (1) Notices: Notices to be given under this Contract by any Party to the other Parties shall be in writing and shall be delivered either personally or by hand/courier, or sent by pre-paid registered post to the persons named as Notice parties in paragraph 3 on pages 4-5 of the Contract. Where this Contract requires service of a Notice, it shall be served in accordance with this Clause A25(1). The Parties may from time to time agree in writing any changes to the persons named as Notice parties. A Notice may not be served by email but a copy of a Notice may be sent by email for information purposes at the same time it is posted or delivered, but transmission by email does not constitute a valid service of a Notice under this Contract. Notices shall be deemed delivered: (a) if personally delivered, at the time of receipt, or (b) if posted, forty-eight (48) hours after the Notice was sent by registered post.
- (2) Reorganisation of IE/CIE Group: If IE, CIE or the Oireachtas or the Government of Ireland, or any Minister or any Department thereof should reorganise the business and/or the legal structure of IE, CIE or the CIE group, whether by dividing their businesses into separate corporate or statutory bodies or agencies, companies, subsidiaries, divisions or otherwise, (“Entities”), the Supplier shall thereafter deal with such Entities as if the parts of this Contract relevant to the business of Entities formed a contract between the Supplier and such Entities.
- (3) Variations: No changes, amendment or variation to this Contract or any part of it is valid unless it is in writing, stated to be an amendment to this Contract, and signed by or on behalf of each of the Parties, as a “Supplemental Agreement” or otherwise and any reference to the Contract in this document is a reference to it or any part of it that may be amended, varied, supplemented or novated as the case may be. Any variation, amendment or Supplemental Agreement to this Contract that is signed by each of the Parties, can only take effect after the issue of an amended Purchase Order by IE, where required by IE, and no invoice submitted by the Supplier will be paid in advance of the issue of an amended Purchase Order where it is required.
- (4) Severability: Each provision of this Contract is severable and distinct from the others, and if any term or provision of this Contract is found to be illegal or unenforceable, then such term or provision shall be deemed severed from the Contract and all other terms and provisions shall remain in full force and effect.
- (5) Waiver: No failure or delay by any Party to exercise any of its rights, powers or remedies shall operate as a waiver of them, nor shall any partial exercise preclude any further exercise of them or some other right, power or remedy available at Law.
- (6) Non-exclusivity: Nothing in this Agreement makes the Supplier the exclusive supplier to IE of the Goods or precludes IE from purchasing the Goods (or other goods or services) from any third party at any time during the currency of this Contract.
- (7) Cumulative Remedies: All remedies available to any Party to this Contract are cumulative and may be exercised separately or cumulatively, and the exercise of one remedy is not deemed to be an exclusion of other remedies available to that Party at Law.
- (8) Set Off: Without prejudice to any of its other rights or remedies, IE may set off any amount due to it however arising, from the Supplier, against any amount(s) payable by IE to the Supplier under this Contract.

- (9) No Authority/No Partnership: No Party shall have any right, power or authority to act on behalf of, act as agent for, or representative of, or otherwise bind any other Party unless expressly provided for herein.
- (10) Independent contractor: The Supplier is an independent contractor and not an agent of IE or of CIE.
- (11) Costs and Expenses: Each Party shall pay its own costs and expenses relating to the execution and implementation by it of this Contract and any document referred to in it.
- (12) Survival: The provisions of this Contract shall continue to bind each Party insofar as and for so long as necessary to give effect to their respective rights and obligations hereunder.
- (13) Representations: Each Party acknowledges to the other Parties that it has not been induced to enter into this Contract by any statement or promise which it does not contain. Nothing in this Contract shall have the effect of limiting or negating the liability of any Party arising as a result of fraud.
- (14) Duty to mitigate: Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which any other Party may be entitled to under this Contract or at Law however arising.
- (15) English Language: This Contract and all documentation, data and information, instructions or requirements issued, submitted, or supplied under this Contract whatsoever, shall be in the English language. Should a translation or interpretation be required, the Supplier shall provide it either to IE (where requested by IE) or to himself, at his own expense.

#### **A26 Change Authorisation Procedure**

- (1) IE may, at any time during the Term, reduce the Charges to reflect any reduction in the Goods ordered and purchased by IE, and any determination by IE (which shall be based on the Pricing Document) shall be final and binding on the Supplier save for manifest error. Neither the Supplier nor any person acting on its behalf shall be entitled to any compensation in respect of any reduction or removal of orders for Goods unless otherwise agreed in writing. For the avoidance of doubt, any Goods reduced or omitted pursuant to Clause A26 may be procured by IE from another supplier.
- (2) Subject to (1) of this Clause A26 (which is a separate matter), and without prejudice to the rights and remedies of any Party under this Contract, either IE or the Supplier may propose a change to the Specification but only in respect of a change involved in the performance of the Supplier's obligations, and not any other aspect of the Specification, by serving a Notice in writing to each Party, called a "**Change Proposal Notice**", (served in accordance with Clause A25(1), and a copy may be issued by email) which must provide details of the changes proposed, the rationale for the change, the cost savings to IE, increased efficiencies, and an estimate of the time and cost required to prepare an impact assessment if required. Each Party shall bear its own costs and expenses in relation to dealing with and investigating any Change Proposal Notice, preparing cost estimates, impact assessments, and any other related documentation.
- (3) IE and the Supplier shall meet to discuss in good faith any Change Proposal Notice, subject to receipt of all details required by (2) of this Clause A26. Each of IE and the Supplier may accept or reject any Change Proposal Notice within ten (10) Working Days of the date of the Change Proposal Notice, or such other period as may be agreed and recorded in writing by IE and the Supplier as a contract amendment in compliance with Clause A25 (3).

- (4) If the change /changes proposed in any Change Proposal Notice are approved by both IE and the Supplier, this shall be recorded in writing and signed by the Parties in accordance with Clause A25(3) and the relevant changes implemented in accordance with any impact assessment that is approved, through the Specification and other relevant documentation. If IE and the Supplier do not agree to the changes proposed, the changes shall not take place and the Parties shall continue to perform their respective obligations under this Contract. Nothing in this Contract however shall operate as a restriction or impediment on any of the Parties from implementing any changes required by applicable Law that are mandatory, such as a change in Law or standards including IE Standards or from IE implementing a change to IE Standards that has been notified in writing to the Supplier.

## SCHEDULE B: CONTRACT EXTENSIONS (IF ANY)

- (1) IE may, in its absolute discretion without any obligation thereto, decide to extend the Term of this Contract (set out in paragraph 5, page 5 of the Contract), by giving not less than six (6) Months' Notice in writing to the Supplier, for any period of Months up to a maximum of **twenty-four (24) Months** from the expiry of the Term, such that any extensions of this Contract granted by IE shall not exceed twenty-four (24) Months from the expiry of the Term. If IE agrees to any extension of the Term of this Contract, it shall be recorded in writing as a contract variation and signed by the Parties, in accordance with Clause A25(3) of Schedule A.
  
- (2) This Contract will expire on the expiry of the Term or on the expiry of any extension granted by IE, where a contract extension has been granted by IE, unless terminated earlier in accordance with the terms of the Contract.
  
- (3) The Charges shall be fixed for the entire duration of any Contract extension unless otherwise agreed with IE, and any changes to the Charges in respect of any Contract extension shall be at IE's sole and absolute discretion, and any determination of IE in respect thereof shall be final and binding on the Supplier save in the case of manifest error. There shall be no obligation on IE to agree to any changes to the Charges in respect of any Contract extension, but if changes to the Charges are agreed, they shall be recorded in writing as a contract variation in accordance with Clause A25(3) of Schedule A.

## SCHEDULE C: CONTRACT-SPECIFIC SPECIAL CONDITIONS

**[C1: TIME OF THE ESSENCE**

(A) “This Clause does NOT apply to this Contract.”

**C2: REMEDY OF DEFECTS PERIOD (this Clause applies to this Contract)**

“The Supplier shall remedy all Defects in the Goods to IE for a period of **twelve (12) Months** from the Delivery Date of the relevant Goods in each case (the “**Remedy of Defects Period**”), and in the case of any Goods that are replaced or repaired by the Supplier, the Remedy of Defects Period shall commence in each case from the date of acceptance by IE of such repaired or replaced Goods.”

**C3: CONTRACT-SPECIFIC INSURANCES (this Clause applies to this Contract)**

The Supplier shall obtain and maintain for the duration of the Term the Insurances specified in Schedule D.

**C4: LIQUIDATED DAMAGES**

(A) “This Clause does **NOT** apply to this Contract.”

**C5: CAP ON LIABILITY OF CONTRACTOR**

(B) “Subject to Clause A12(9) of Schedule A, the liability of the Supplier to IE and CIE in respect of claims, losses, or damages suffered or incurred by IE or CIE or both, arising from or in connection with the delivery of the Goods by the Supplier and the performance of its obligations, whether under the Contract, in tort or negligence, or at Law or in equity, shall be limited to and shall not exceed a sum in euro equal to **100 %** One hundred and fifty percent of the total amount of the Charges for the entire Term of the Contract (being the Contract Value).

**PROVIDED** however that this limit on liability of the Supplier shall not apply in the following circumstances:

(i) liability of the Supplier under A12 of Schedule A concerning Intellectual Property, in such circumstances the liability of the Supplier shall be unlimited;

(ii) liability of the Supplier for any sickness, injury to any person (fatal or otherwise), death or disease or any person resulting from any act, omission, error, negligence, default, breach of contract, breach of duty or breach of statutory duty of the Supplier or any person acting on behalf of the Supplier in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(iii) any liability of the Supplier under A15 (Employment law) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(iv) any liability of the Supplier under Clause A16 (Data Protection) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(v) any liability of the Supplier under Clause A17 (Freedom of Information) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any liability of the Supplier in the event of fraud, fraudulent misrepresentation, corruption, wilful default, wilful misconduct on the part of the Supplier or any person acting on its behalf in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any other liability of the Supplier that cannot be legally capped or excluded under applicable Law.”

**C6: IE STANDARDS AND IE’S CODE OF CONDUCT (this Clause applies to this Contract)**

The Supplier shall comply with the IE Standards set out in Schedule I and with IE’s Code of Conduct set out in Schedule H.





## SCHEDULE D: CONTRACT-SPECIFIC INSURANCES

*[DRAFTING NOTE FOR IE: IE must select classes of insurance as appropriate to the specific Goods and contractual obligations the subject of the Contract, and also insert the appropriate levels for each class of insurance, as advised by its insurance advisers or otherwise as decided by IE. THIS SCHEDULE MUST BE COMPLETED BY IE **PRIOR TO ISSUE TO TENDER**. Delete this drafting note prior to issue to tender.]*

The Supplier shall maintain the following insurances for the following terms:

- 1 Public Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising out of the Supplier's performance of this Contract (Public Liability Insurance) for an amount not less than **€ 5M Five million euro** per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 2 Employer Liability Insurance: A policy insuring against liability for any claims, damages, losses and expenses (including legal fees and expenses) arising out of the injury to, or disease or death of any person employed by the Supplier in the course of the Supplier's performance of this Contract (Employer's Liability Insurance) for an amount not less **€ 13M Thirteen million euro** per occurrence to be maintained at all times during the Term of this Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 3 Product Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising due to the products used by the Supplier in the performance of the Services under the Contract (Product Liability Insurance) for an amount not less **€ 5M Five million euro** per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 4 Pollution Liability: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or personal injury of any person arising out of sudden and unforeseen pollution due to the Supplier's performance of the Contract (Pollution Liability Insurance) for an amount not less **€ 5M Five million euro** in the aggregate to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 5 Motor TPPD: A motor vehicle insurance (as required by the Road Traffic Acts) and including third party property damage insurance policy having unlimited bodily injury cover and also covering third party property damage for an amount of not less than **€ 2.5M Two and a half million euro** each and every claim to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 6 Contractors All Risks: Contract Value plus 15%. Iarnrod Eireann and CIE to be included as Joint Insured.



## SCHEDULE E: FORM OF ADVANCE PAYMENT BOND

*[To be issued on the letterhead of a reputable insurance company licensed to carry on business in the European Union or an AA rated bank lawfully authorised to transact such business in the EU]*

### **ADVANCE PAYMENT ON DEMAND BOND**

**DATED THE [INSERT DAY] OF [INSERT MONTH], 20[ ]**

CONCERNING A CONTRACT FOR [INSERT DETAILS OF CONTRACT] BETWEEN [ • INSERT NAME OF THE CONTRACTOR] (THE “SUPPLIER”), IARNRÓD ÉIREANN-IRISH RAIL (“IE”) AND CÓRAS IOMPAIR ÉIREANN (“CIE”) EVIDENCED INTER ALIA BY A CONTRACT AGREEMENT DATED THE [ • INSERT DAY] OF [ • INSERT MONTH] 20[ • ] (THE “CONTRACT”)

We, [insert name of bank/insurance company], having our registered office at [insert details of registered office] hereby irrevocably and unconditionally undertake and agree as primary obligor for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, to pay to IE any amount or amounts in aggregate not exceeding [insert relevant amount in euro in figures as well as in words] (the “**Bond Amount**”) upon IE’s first demand in writing (executed under the seal of IE) to us accompanied by IE’s declaration (executed under the seal of IE) that the Supplier has failed to comply with all or any of its obligations under the Contract.

More than one demand may be made under this bond provided that the aggregate of all demands made hereunder shall not exceed the Bond Amount.

Any demand in respect of this advance payment on demand bond shall be in the English language and shall specifically state the amount demanded and that it is a demand or declaration in respect of this advance payment on demand bond. Any such demand together with the accompanying declaration shall be delivered by hand or sent by prepaid registered post to our registered office set out above. Such demand and declaration shall be deemed to have been duly served on us at the time of delivery, if delivered by hand, and forty-eight (48) hours after it is sent, if sent by prepaid registered post.

This advance payment on demand bond shall be valid from the date first stated above until the date of [insert details of relevant date e.g. date of practical completion/delivery of the Goods, expiry of remedy of defects period] in accordance with the Contract provided that the expiry of this advance payment on demand bond shall not affect the validity of any demand made by IE prior to the date of expiration.

This advance payment on demand bond shall be governed by and construed in accordance with Irish law and the Irish Courts shall have exclusive jurisdiction hereunder.

**[execution block – *bond to be executed as a deed*]**

## SCHEDULE F: THE SPECIFICATION

[]

]

## SCHEDULE G: PRICING DOCUMENT (CHARGES)

[IE DELETE THESE DRAFTING NOTES WHEN FINALISING THIS SCHEDULE FOR ISSUE TO TENDER]

[IE attach the Pricing Document of successful Tenderer: This should set out clearly:

- (1) *the Charges (which should be defined herein to include any schedule of rates also made part of the Charges by IE)*
  
- (2) *Specify the Currency of payment. **Euro would be the normal currency of payment** – see Clause A13(9). NTOE ALSO: IF IE has opted for payment of Charges in a currency other than Euro, this **MUST** be stated in the Pricing Document which both (Currency and Ex Rate) must be fixed for the entire duration of the Tender Process and the Term of the Contract. The Exchange Rate, **MUST** be selected by IE and inserted in this Schedule **PRIOR to Tender** and included in the Invitation to Tender as this is a material term.*
  
- (3) *Delivery Dates,*
  
- (4) *Quantities,*
  
- (5) *Deliverables*

## **SCHEDULE H: IE'S CODE OF CONDUCT**

*IE's Code of Conduct attached*



**SCHEDULE I: APPLICABLE IE STANDARDS (IF ANY)**

Code of Conduct for Suppliers & Business Partners  
of  
the CIE Group

## 1. Guiding Principles

The guiding principles governing our employees relationship with our Business Partners,<sup>1</sup> which are detailed in the CIÉ Group Code of Business Ethics for Employees, include;

<sup>1</sup> Defined as suppliers, contractors, service providers and consultants (including their employees, servants, agents and sub-contractors)

1. Integrity
2. Confidentiality of information
3. Legality
4. Disclosure of Interest
5. Loyalty
6. Fairness
7. Consideration for work/external environment

These principles apply equally to our Business Partners. The purpose of this document is to inform our Business Partners of expectations in relation to conducting business or seeking to conduct business with the CIÉ Group of companies.

## 2. Basis of purchasing decisions

Purchasing decisions and contract awards are made **solely** on the basis of the offers submitted, in accordance with the award criteria for the particular tender or request for quotation. At all times any impropriety, or even the perception of any impropriety, must be avoided.

## 3. Responsibilities of our Business Partners

CIÉ Group's Business Partners are required to comply with this Code of Conduct for Suppliers and must ensure that all of their employees, sub-contractors and agents, who come in contact with CIÉ are made aware of, and comply with this Code of Conduct. The Statement of Commitment (see Appendix 1) must be signed off by all Business Partners who conduct or wish to conduct business with the CIÉ Group of companies.

## 4. Main Requirements.

### a. Bribes, Kickbacks and Commissions

- These are PROHIBITED.
- They may not be given, received, offered or solicited; whether directly or indirectly through a third party.

### b. Gifts and Hospitality

- Gifts are not necessary nor are they expected
- Where gifts are given, they should be infrequent and of nominal value. The maximum total value of gifts that can be accepted by a CIÉ Group company employee is €65.
- In the event of gifts of higher value (e.g. Christmas Hampers) being received by employees, it is company policy that the employee advises their supervisor or manager and returns the gift.
- CIÉ Group company employees are prohibited from soliciting gifts or favours from Business Partners and any such requests should be advised to the company (see 4g below).

**c. Hospitality**

- Hospitality should be modest and appropriate to the business situation
- The provision of overnight accommodation, overseas travel, motor vehicles or use of motor vehicles is PROHIBITED.
- Meals may be provided in the business context, such as when an employee is on a visit to a business partners premises, but they should not be lavish or overly expensive or frequent.
- Employees are obliged to report all offers of hospitality to their supervisor

**d. Conflict of Interest**

- CIE Group company employees and Business Partners must avoid any situation that is, or may be perceived as, a Conflict of Interest.
- CIE Group company employees must represent CIE's best interests and both the employee and the Business Partner are required to disclose the following:
  - ✓ Any close relationship that could affect the business relationship or a business decision
  - ✓ Any common business interests
  - ✓ Close family ties with persons who can influence the business decision.

**e. Use of CIE Group Company names or logos**

1. Business Partners may not use the names or logos of Coras Iompair Éireann or any of its subsidiary companies without prior specific written permission of the Company Secretary.
2. This is dealt with in detail in our Conditions of Contract.

**f. Attempt to canvass or influence a Purchase Decision**

1. Any improper attempt to influence a purchasing decision or to canvass can, and will, lead to exclusion from the tender process and other actions.
2. This is dealt with in detail in our Conditions of Tender.

**g. Confidentiality and Reporting**

1. Business Partners are required to report concerns regarding ethical issues or violations of this Code of Conduct by an employee of any CIE Group company, by their employees, or by a third party to:  
The Head of Internal Audit, CIE Group, Áras Éanna, 60 Gardiner Street Lower, Dublin 1  
or  
The Chief Financial Officer, Iarnród Éireann, Connolly Station, Dublin 1  
or  
Group Chief Financial Officer, CIE, Heuston Station, Dublin 8
2. Preferably in writing
3. Signed is preferable and confidentiality will be assured, but anonymous claims will also be investigated.
4. If you make a signed report, and do not get a prompt acknowledgement and response, please contact the Chief Executive Officer, Iarnród Éireann, Connolly Station, Dublin 1 directly.
5. If you require direction or advice in respect on any aspect of the Code, please contact the Manager, Procurement & Materials, Iarnród Éireann, CIE Works, Inchicore, Dublin 8. {Telephone (+353) 1 7033714}.

**h. Consequences**

1. CIE will treat substantiated contraventions of this Code of Conduct as a serious matter.

**i. Contracts / Purchase Orders**

1. It is CIE's policy and practice to issue an official purchase order prior to supply of materials or services or the commitment of resource by a supplier
2. In addition, for major contracts, a formal contract must be executed by the parties prior to commencement.
3. Invoices will not be processed without a valid purchase order
4. Accurate records (timesheets, delivery notes, etc.) must be kept and produced on request – falsification of records is PROHIBITED.
5. CIE Group companies pay only on verified receipt of goods, works or services.

**j. Drugs and Alcohol Policy**

1. Suppliers and business partners are bound by the CIE Group's Drugs and Alcohol Policy
2. The policy seeks to prevent accidents or damage to property, arising through oversights and errors of judgement as a result of the consumption of alcohol or drugs by staff, or Business Partners
3. Working on CIE property under the influence of alcohol or drugs is strictly prohibited.
4. Suppliers and service providers must ensure that all of their staff who work on CIE sites are familiar with this policy on drugs and alcohol and have systems in place to ensure that their employees abide by the policy.
5. Random testing of staff, suppliers, contractors and service providers will be undertaken and action taken against any staff member or supplier found to be in breach.

**5. Summary**

It is CIE Group's objective that all our business is conducted with uncompromising fairness, integrity and professionalism; with

- Strict compliance with the legal requirements of Irish and EU law
- Fair and open competitions
- Neither actual, nor perceived, conflict of interest.

## Statement of Commitment to the Coras Iompair Éireann Code of Conduct for Suppliers

We, (NAME OF COMPANY) \_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_ undertake to fully implement the requirements in this Code of Conduct for Suppliers and Business Partners in respect of all our dealings with CIÉ. We confirm our acceptance of the CIÉ Drugs and Alcohol Policy. We understand that breaches of this Code may lead to our organisation being excluded from participation in future tenders.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Please print): \_\_\_\_\_ TEL: \_\_\_\_\_

POSITION: \_\_\_\_\_

Signed (Director or Company Secretary): \_\_\_\_\_

Name (in BLOCK CAPITALS): \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIX Company Stamp**

**Please return this signed and completed page with your tender.**

## SCHEDULE J: DATA SCHEDULE

This Schedule describes the categories of personal data and data subjects processed by the Supplier in the supply of the Goods under the Contract.

1. Data subjects

The personal data to be processed by the Supplier in the supply of the Goods concerns the following categories of data subjects:

*[Insert categories of data subjects whose personal data are processed e.g. employees, officers, customers of IE etc.]*

2. Data categories of personal data

The personal data to be processed by the Supplier in the supply of the Goods includes the following:

*[Insert types of personal data processed e.g. name, date of birth, address, email address, etc]*

**STANDARD CONTRACT  
FOR THE PURCHASE OF GOODS**

**SUPPLIER: Northwood Technology Limited**

**CONTRACT REFERENCE NUMBER: 7192 Lot1**

IARNRÓD ÉIREANN-IRISH RAIL  
PROCUREMENT DEPARTMENT  
INCHICORE WORKS  
DUBLIN 8  
IRELAND



---

**Contract Ref. SET 6797XXXX**

**Supply of Internet Protocol (IP) Video Surveillance  
(VSS) Closed Circuit Television (CCTV) High Definition  
(HD) Cameras, Associated Hardware & Software**

---

**Technical Specification – DRAFT NOT YET  
APPROVED**

**Tender Issue  
Jan 2019~~June 2017~~**

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**List of Acronyms**

- CCTV — Closed Circuit Television
- CE — Conformance Européenne
- HD — High Definition
- IE — Iarnród Éireann (Irish Rail)
- IP — Internet Protocol
- IR — Infra Red
- MP — Mega Pixel
- NVR — Network Video Recorders
- ONIF — Open Network Video Interface Forum
- PoE — Power over Ethernet
- ROHS — Restriction of Hazardous Substance
- VSS — Video Surveillance Systems
- WEEE — Waste Electrical and Electronic Equipment

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### Introduction

Iarnród Éireann (IE) is seeking to establish a 3-year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites. CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
  - Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
  - Supply of Associated Operating Computers
  - Supply of Associated Software
  - Supply of accessories;
    - Housing Complete
    - Camera mounting accessories
  - Transmission Encoders (Composite to Ethernet)
  - Transmission CAT5 Ethernet Extension Kits
    - Joystick Keyboards
  - Horn Speakers with built in voice Amplifier

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### Current System:

Iarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
  - Vehicle Licence Plate recording at level crossings
    - Track Side Security
  - Remote instillation and Station Security Monitoring
    - Vehicle Bridge Impact monitoring
- This requires remote access via a public 3G network.

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Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system.

Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE's existing system without loss of any functionality of viewing software or camera functionality as set out in this technical specification.
  - All cameras must be manufactured by the same company
  - It is IE's preference to have the cameras and the control software manufactured by the same company to reduce the risk of incompatibility between the camera and the proposed software, potentially resulting in loss of functionality. Where tenderer proposes to supply a camera and control software from two different manufacturers, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor
  - The system must have a demonstrable bandwidth management system.
- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

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### Standards

All equipment and services provided under this contract must comply with the following standards:

- Electromagnetic Immunity EN 55024
- Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 – Safety of information technology equipment.
  - CE, ROHS, WEEE

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**Tender Submissions and Evaluation of tenders**

- Tenderers are required to complete the attached Compliance Sheet /Pricing Document in strict accordance with the instructions provided. IE’s technical requirements specification for each priced item is set out in this document.
- Tenderers must provide sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE’s technical specification. The technical compliance evaluation will be based on the information provided in the Compliance Sheet /Pricing Document and any supporting information included in the tender.
- Any error in pricing or omission of hardware / software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.
- Any additional accessories required by the camera in order to meet IE’s requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.
- All equipment must be supplied already set up and configured according to IE’s design requirements. Example of High level requirements are outlined in Appendix A.

**Delivery:**

All items will be delivered within 3 weeks of order to IE’s site with all items configured as per Requirements in Appendix A and tested.

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## 1. IP HD Cameras

### 1.1. HD Bullet Cameras

- Available in:
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or - 3))
    - Lens from 9 – 22mm (Approx (+ or - 3))
  - 3MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or - 3))
    - 5MP (Approx Mega Pixel)
      - Lens from 9 – 22mm (Approx (+ or - 3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics

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- Wide Dynamic Range
- 100 Base-t
- ONVIF-S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- *List any other accessories required on Excel Spread Sheet*

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## 1.2 HD Dome Cameras

- Available in
  - 2MP (Approx Mega Pixel)
- Lens from 3 – 9mm (Approx (+ or -3))
- Lens from 9 – 22mm (Approx (+ or -3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
  - 100Base-t
- ONVIF S Compliant
  - PoE
  - ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
  - Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Configuration file saved to Engineers File
    - Remote configuration and setup
    - Remote Zoom and Focus
    - Fault Reporting to a Control PC
- Suitable for Wall Surface Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

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### 1.3 Micro HD Cameras

- Available in
- 2 MP (Approx Mega-Pixel)
- Size (+/- 10mm) 50x50x50 mm
- Surface Mount
- H.264 Compression
- 100Base-t
- ONVIF S Compliant
- PoE

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- ROHS, WEEE, CE
- IP66
- Audio In
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall and Ceiling Mount.
- *List any other accessories required on Excel Spread Sheet*

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#### 1.4 HD-PTZ

##### • Available in

• 2MP (Approx Mega Pixel)

• Lens from 4 – 80mm (Approx)

• Min 20 x Optical Zoom

• H.264 Compression

• Audio IN / OUT

• Wide Dynamic Range

• 100Base-t

• ONVIF-S Compliant

• PoE

• ROHS, WEEE, CE

• Minimum Weather Rating of IP66, Impact Rating of IK08

• Privacy zones

• No less than 10 Number of pre-programmed Tours

• No less than 20 Number of Presets

• Alarm In / Out

• Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication

• Remote Upload of new Firmware as required

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- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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#### 1.5 Wide Angle / Panoramic Cameras

- Camera will have a wide angle of view
- 2 models submitted

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- Multiple interlocking lenses on one camera over 1 cable
  - Single wide angle fish-eye type camera
    - 12MP
    - H.264 Compression
    - Audio IN / OUT
    - Wide Dynamic Range
    - 100Base-t
    - ONVIF S Compliant
    - PoE
    - ROHS, WEEE, CE
  - Minimum Weather Rating of IP66, Impact Rating of IK10
    - Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Configuration file saved to Engineers File
    - Remote configuration and setup
    - Remote Zoom and Focus
    - Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
  - *List any other accessories required on Excel Spread Sheet*

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### 1.6 Fixed Cameras

- Pole or wall Mounted in housing
- Used for Station Platform Monitoring, Compounds & Open Spaces
- Perimeter Intrusions / trespass with alarm analytics
- Monitoring of Anti-Social activity
- Used in extreme low light areas
  - Available in
    - 5MP (Approx Mega-Pixel)
    - 16MP (Approx Mega-Pixel)
    - 24MP (Approx Mega-Pixel)
  - Audio IN / OUT
  - H.264 Compression
  - Automatic Iris Control

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- Remote Zoom & Focus
- 100Base-t
- ONVIF-S Compliant
- PoE
- ROHS, WEEE, CE
- Built In Analytics
- Operate in extreme low light areas without IR Illumination
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post Internal and External
- Housings priced separately below
- Lens suitable for each models
- Lens 8 – 48mm (Approx (+ or - 8))

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**1.7. Camera Housings complete with arm and pole bracket**

- Suitable for cameras & lenses as above in sections 1.6 where required or equivalent
  - IP67 Saltwater resistant
    - IK10
      - Model A 24VAC
        - Model B PoE
          - Heater
  - Hinged Side Opening Locked with Security fixings
- Space to house Encoder / Decoder internally in the housing
  - Cable managed bracket and Suncowl
    - Suitable for Pole or Wall Mount
  - Pole bracket Inter changeable with either model
  - Cable managed Arm Inter changeable with either model
  - List any other accessories required on Excel Spread Sheet

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**1.8. License Plate Recognition Camera System**

- Capture License Plate in relatively all weather and light conditions
- Capture all Vehicle License Plate configurations in:
  - Ireland
  - UK
  - Europe

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- Arabic
- Square & Rectangular Plates
- IR Illumination in White if possible
- System will capture Driver/ Vehicle also
- Data base will record License Plates and Alert operator upon detection using software in Section 7
  - Automatic Iris Control
  - Motorised Focus
  - 100Base-t
  - ONVIF-S Compliant
  - PoE
  - ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- System will quote for Dual Lanes for the following Average Distance to target:
  - 10m (+ or - 2m)
  - 15m (+ or - 2m)
  - 25m (+ or - 2m)
- Suitable for Lamp Post External mounting
  - Fault Reporting to a Control PC
- For Pricing purposes a complete solution for each dual lane distance will be considered
  - Price to be broken down into each individual component
  - Price to include Hardware (excluding recorder), software and licence
  - IÉ may only employ the camera option for post incident analysis.
  - Assume that transmission components are all in place
- Software will Alert operator when a plate on watch list is detected, operator will have task to complete on alarm page
  - Software will allow for searches of Licence plates
  - List any other accessories required on Excel Spread Sheet

- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above

- To include Glands
- Lockable with key
- Pole or wall mount

## 2. ANALYTICS External Device

- Analytics will be used to detect incursion to a secure area during set times e.g.
  - Detect Objects entering or leaving area
    - Loitering
    - Removed objects
    - Crossing a virtual line
    - Crowd levels
  - Differentiate between Human and Dog
  - False Alarm for Tree movement etc.
  - Object tracking
- Composite model must demonstrate alarm upon fixed camera image change i.e. vandalism or movement of fixed camera.
  - Incursion detection will register as an alarm on Operator PC.
  - Will work in conjunction with supplied cameras above and software
    - Audio Out

## 1. Supply 1 Model for IP Cameras

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2. ~~Supply 1 Model for Composite Cameras to include detection if camera image is out of commissioned alignment~~

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3. ~~**ENCODERS**~~

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~~Composite to IP Encoders~~

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~~• Converting Existing Composite CCTV Cameras to Ethernet for connection to NVR~~

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~~• BNC Input~~

~~• Supports PTZ Camera Protocols Pelco P, Pelco D over a twisted pair~~

~~• Compatible with Operating PC Software and NVR's~~

~~• ONVIF S Compliant~~

~~• Audio IN/OUT~~

~~• PoE~~

~~• Rack Mountable~~

~~• I/O Terminals~~

~~• List any other accessories required on Excel Spread Sheet~~

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4. ~~**JOYSTICK KEYBOARD**~~

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~~• Used in conjunction with viewing software~~

~~• List any other accessories required on Excel Spread Sheet~~

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5. ~~**Camera Microphone**~~

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5.7. ~~External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN~~

5.7.1.1.1. ~~Price to allow for secure fixing to camera include pole bracket if required~~

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**6. TRANSMISSION**

● CoAx to Ethernet Converter (*Using CoAx Cable for IP Camera transmission*)

- i. To Operate at distances up to 1500m @ 10Mbps & 500m @ 100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ 45 and BNC

● Available in the following models

- i. Rack Mount 16 Port (Ethernet to CoAx)
- ii. Rack Mount 8 Port (Ethernet to CoAx)
- iii. Port (Ethernet to CoAx)
- iv. Module 1 Port at camera ( CoAx to Ethernet)
- v. Camera module to operate at 12VDC or 24V AC
- vi. Spare PSU for each Module

● Single Twisted Pair (*Ethernet CAT5 Extender*)

- i. To Operate at distances up to 900m @ 10Mbps & 600m @ 100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ 45

● Available in the following models

- i. Rack Mount 16 Port (Ethernet to UTP)
- ii. Rack Mount 8 Port (Ethernet to UTP)
- iii. Rack Mount 4 Port (Ethernet to UTP)
- iv. Module 1 Port Pass with Pass thru POE at camera ( UTP to Ethernet)
- Camera module to operate at 12VDC or 24V AC
- v. Spare PSU for each Module

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- IP68 rated enclosure to house any kit listed in section 6 at the camera
- Price to include suitable glands
- Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole.

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## 7. SOFTWARE, RECORDERS & PC'S

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### SOFTWARE

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The software will be installed all PC's and Recorders as required, and will be manufactured by the same company. The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders.

The system will not require any annual licence fee or upgrade fee (Initial Licence fee allowed).

The software will be installed on machines with full functionality outlined.

The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.

The System will be GUI or list Based allowing an operator to Click and drag cameras.

There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self controlled stations. These stations will be linked using IE's Gigabit IP Network.

The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum.

Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time.

The software will be installed on machines & requirements as listed in this Section.

## 8. RECORDERS & PC's

Recorders & PC's will operate with equipment listed above:

*Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the CCTV software will be priced separately.*

### Recorder Server

- Not less than 30 TB with ability to extend to 60 TB
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
  - Local Viewing for Engineering staff – VGA Accepted
  - Provide Remote Play Back and remote archiving
    - Pixel Search
    - Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
  - Minimum of 5 remote viewing clients
  - Rack Mountable
  - Fit into 42U 600x800 cabinet

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- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software please see appendix 1 for details
  - 4x Gigabit Ethernet Ports
  - Secondary Redundant power supply pre-installed
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
  - Max Recording configurable
  - Programmable images per second per channel
  - Microsoft Win 7 or greater
  - Set to update time with default gateway per day @0200hrs.
- DVD RW
- USB
- Compatible with Control centre software and Local viewing Software
  - RoHS Compliant, WEEE
  - EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure
  - Compatible with Anti Virus software
  - Fault Reporting to a Control PC
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar — **Pre Configured**
  - Where no licence is required please state clearly.
  - Price separately for additional camera licence
    - 4 Cameras
    - 8 Cameras
    - 16 Cameras
    - 24 Cameras



List any other accessories required on Excel Spread Sheet

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Recorder Small Location

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This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

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- The system will operate with all 2MP cameras listed above.

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- Will record 8 x 2MP cameras at no less than 25 images per second with a good image quality for no less than 28 days.

- System will incorporate a PoE switch with spare ports for recorder and connection to network

- 19" Rack mountable

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Control Centre Viewing PC 1

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- Viewing Software preloaded

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- 4 X HDMI or DVI monitor outputs

- 64 Bit machine i5 processor or better

- Require regional viewing of all Locations

- Windows 7 or greater

- E5 processor or better

- Provide Play Back (Video and Audio) and regional archiving

- Integrate with and Analytics and Alarm on detection

- Voice Announcements by operator

- Audio Playback

- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)

- GUI

- Gigabit Ethernet Ports

- Operator Monitors Keyboard & mouse

- Set to update time with default gateway per day @0200hrs.

- Work in conjunction with Licence Plate Recognition if required

- Pixel Search

- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Compatible with Anti-Virus software
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar — Pre Configured

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Control Centre Viewing PC 2

- Viewing Software preloaded
- 2 X HDMI or DVI monitor outputs
- Windows 7 or greater
- 64 bit machine i5 processor or better
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator 3
- Audio Playback
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
- GUI
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search

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- Config file saved to external device and uploaded to backup pc if main pc fails

- Alarm Search

- Remote export of recordings to CD or USB

- Software to export player with recordings

- software Compatible with Anti-Virus software

- Support Video Wall

- Remote login from within the IE Network via Remote Desktop or similar

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#### Remote Viewing / Engineer PC

- Viewing Software preloaded

- 1 X HDMI or DVI monitor outputs

- Viewing of cameras at a regional office

- Provide Play Back (Video and Audio) and regional archiving

- GUI

- 2x Gigabit Ethernet Ports

- Operator Monitors Keyboard & mouse

- Set to update time with default gateway per day @0200hrs.

- Pixel Search

- Thumbnail Search

- Config file saved to external device and uploaded to backup pc if main pc fails

- Alarm Search

- Preloaded with software

- Compatible with Anti-Virus software

- Remote login from within the IE Network via Remote Desktop or similar — Pre Configured.

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Spare Microphone for Operator PC

8.7. To operate with PC's above

8.8. Goose Neck

8.9. GE approved

Monitors

• All monitors will be suitable for kit provided, can be wall or desk mount with Audio Out

• Approx 20" HD Monitor

• Approx 24" HD Monitor

• Approx 30" HD Monitor

Monitor Bracket

• Mounting monitors to a wall.

• Free movement in the Vertical and Horizontal

• Viewing angle can be locked in place using

9. AUDIO ANNOUNCING

• Speakers with built in Amplifier

➤ Watt range from 1Watt to 5Watts

➤ IP 65

➤ Internal Volume Control

➤ Suitable for Pole or Wall Mount

➤ Suitable for connecting directly to Audio Out of Camera

Spare Power Supply for Speakers with built in Amplifier — In line transformer

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## Appendix A

### Minimum Kit Configuration Requirements

Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ

Cameras will have a new password as directed by IÉ

PC Operator Profile will be set up under Operator or Administrator

- Operator
- Username password as directed by IÉ
- All USB turned off
- CD Burner operational

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- No install privileges
- Remove Games
- Default to Avigilon Programme on Start Up
- Administrator
- Username password as directed by IÉ
- No Restrictions

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CCTV Software Profile will be set up under Operator or Administrator

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- Operator
- Username password as directed by IÉ
- Staff can view cameras, control PTZ, view recorded images only.

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- Administrator
- Username password as directed by IÉ
- No Restrictions

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**List of Acronyms**

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CCTV Closed Circuit Television

CE Conformance Européenne

HD High Definition

IÉ Iarnród Éireann (Irish Rail)

IP Internet Protocol

IR Infra Red

MP Mega Pixel



- NVR            Network Video Recorders
- ONIF           Open Network Video Interface Forum
- PoE            Power over Ethernet
- ROHS           Restriction of Hazardous Substance
- VSS            Video Surveillance Systems
- WEEE           Waste Electrical and Electronic Equipment

## **1. Introduction**

Iarnród Éireann (IE) is seeking to establish a 3 year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites, CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

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The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
- Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
- Supply of Associated Operating Computers
- Supply of Associated Software
- Supply of accessories;
  - Housing Complete
  - Camera mounting accessories
  - Transmission Encoders (Composite to Ethernet)
  - Transmission CAT5 Ethernet Extension Kits
  - Joystick Keyboards
  - Horn Speakers with built in voice Amplifier

**1.1. Current System:**

Jarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
- Vehicle Licence Plate recording at level crossings
- Track Side Security
- Remote instillation and Station Security Monitoring
- Vehicle Bridge Impact monitoring

Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system.

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Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE’s existing system without loss of any functionality of viewing software or camera functionality as set out in this technical specification.
- All cameras must be manufactured by the same company
- It is IE’s preference to have the cameras and the control software manufactured by the same company to reduce the risk of incompatibility between the camera and the proposed software, potentially resulting in loss of functionality and downtime.  
Where tenderer proposes to supply a camera and control software from two different manufacturers, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor
- The system must have a demonstrable bandwidth management system.
- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

1.2. Standards

All equipment and services provided under this contract must comply with the following standards:

- Electromagnetic Immunity EN 55024
- Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment.
- CE, ROHS, WEEE

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### 1.3. Tender Submissions and Evaluation of tenders

- Tenderers are required to complete the attached Compliance Sheet /Pricing Document in strict accordance with the instructions provided. IE's technical requirements specification for each priced item is set out in this document.
- Tenderers must provide sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE's technical specification. The technical compliance evaluation will be based on the information provided in the Compliance Sheet /Pricing Document and any supporting information included in the tender.
- Any error in pricing or omission of hardware / software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.
- Any additional accessories required by the camera in order to meet IE's requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.
- All equipment must be supplied already set up and configured according to IE's design requirements. Example of High level requirements are outlined in Appendix A.

### 1.4. Delivery:

All items will be delivered within 3 weeks of order to IE site with all items configured as per Requirements in Appendix A and tested.

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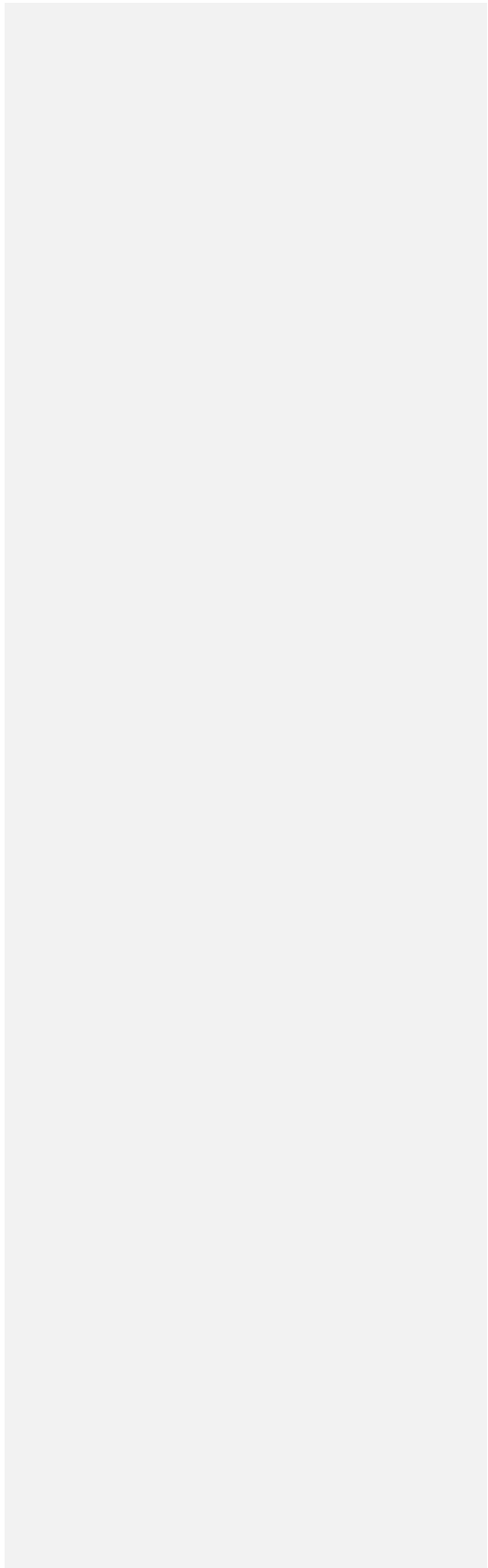
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## 2. Specifications

### 2.1. IP HD Cameras

#### 2.1.1. HD Bullet Cameras

- Available in:
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 3MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 5MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))
  
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- 100 Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus

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- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- List any other accessories required on Excel Spread Sheet

### 2.1.3. IP HD Dome Cameras

- Available in
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, \_\_\_\_\_ port based authentication
- Remote Upload of new Firmware as required
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- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Wall Surface Mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### **2.1.4. Micro IP HD Cameras**

- Available in
  - 2 MP (Approx Mega Pixel)
- Size (+/-10mm) 65x65x50 mm
- Surface Mount
- H.264 Compression
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- IP66
- Audio In
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, \_\_\_\_\_ port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall and Ceiling Mount.
- List any other accessories required on Excel Spread Sheet

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### 2.1.5. IP HD PTZ Camera

- Available in 2MP (Approx Mega Pixel)
- Lens from 4 – 80mm (Approx)
- Min 20 x Optical Zoom
- IR Illumination
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK08
- Privacy zones
- No less than 10 Number of pre- programmed Tours
- No less than 20 Number of Presets
- Alarm In / Out
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### 2.1.6. Wide Angle / Panoramic IP HD Cameras

- Camera will have a wide angle of view
- 2 models submitted
  - Multiple interlocking lenses on one camera over 1 cable
  - Single wide angle fish eye type camera
- 12MP
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### **2.1.7. IP HD Fixed Cameras**

- Pole or wall Mounted in housing
  - Used for Station Platform Monitoring, Compounds & Open Spaces
  - Perimeter Intrusions / trespass with alarm analytics
  - Monitoring of Anti-Social activity
  - Used in extreme low light areas
- Available in
  - 16MP (Approx Mega Pixel)
  - 24MP (Approx Mega Pixel)
  - 30MP (Approx Mega Pixel)
- Audio IN / OUT
- H.264 Compression
- Automatic Iris Control
- Remote Zoom & Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Built In Analytics
- Operate in extreme low light areas without IR Illumination
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, \_\_\_\_\_ port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post Internal and External
- Housings priced separately below

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- Lens suitable for each models
  - Lens 8 – 48mm (Approx (+ or – 8))

### 2.1.8. Camera Housings complete with arm & pole bracket

- Suitable for cameras & lenses as above in sections 1.6 where required or equivalent
- IP67 Saltwater resistant
- IK10
- Model A 24VAC
- Model B PoE
- Heater
- Hinged Side Opening Locked with Security fixings
- Space to house Encoder / Decoder internally in the housing
- Cable managed bracket and Suncoverl
- Suitable for Pole or Wall Mount
- Pole bracket – Inter changeable with either model
- Cable managed Arm - Inter changeable with either model
- List any other accessories required on Excel Spread Sheet

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### **2.1.9. Licence Plate Camera System**

- Capture License Plate in relatively all weather and light conditions
- Capture all Vehicle License Plate configurations in:
  - Ireland
  - UK
  - Europe
  - Arabic
  - Square & Rectangular Plates
- IR Illumination in White if possible
- Automatic Iris Control
- Motorised Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- System will quote for Single Lane to operate between Average Distance to target:
  - 10m (+ or – 2m) to 30m (+ or – 2m)
- Suitable for Lamp Post External mounting
- Fault Reporting to a Control PC
- For Pricing purposes a complete solution for SINGLE lane will be considered
  - Price to be broken down into each individual component for a pole mount system, list to be included for review by IÉ
  - Price to include Hardware (excluding recorder), software and licence
  - IÉ may only employ the camera option for post incident analysis.
  - Assume that transmission components are all in place
  - Where an additional cost to activate licence plate recognition software is required, please note the cost of this

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activation, however this will not be included in the final tender cost. IÉ will employ the system as a recorded image only for review post incident.

- List any other accessories required on Excel Spread Sheet
  
- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above
  - To include Glands
  - Lockable with key
  - Pole or wall mount

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### **2.1.10. IP HD Thermal Camera**

- H.264 Compression
- Audio IN / OUT
- Built In Analytics
- Wide Dynamic Range
- 100 Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- List any other accessories required on Excel Spread Sheet

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## 2.2. Encoders

- Converting Existing Composite CCTV Cameras to Ethernet for connection to NVR
- BNC Input
- Supports PTZ Camera Protocols Pelco P, Pelco D over a twisted pair
- Compatible with Operating PC Software and NVR's
- ONVIF S Compliant
- Audio IN/OUT
- PoE
- Rack Mountable
- I/O Terminals
- List any other accessories required on Excel Spread Sheet

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## 2.3. Joystick Keyboard

- Used in conjunction with viewing software
- List any other accessories required on Excel Spread Sheet

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## 2.4. Camera Microphone

- External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN
- Price to allow for secure fixing to camera include pole bracket if required

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## **2.5. Transmission**

### **• CoAx to Ethernet Converter (Using CoAx Cable for IP Camera transmission)**

- i. To Operate at distances up to 1500m @ 10Mbps & 500m @ 100Mbps
- ii. With pass through PoE
- iii. Connectors RJ-45 and BNC

#### **• Available in the following models**

- i. Rack Mount 16 Port (Ethernet to CoAx)
- ii. Rack Mount 8 Port (Ethernet to CoAx)
- iii. Port (Ethernet to CoAx)
- iv. Module 1 Port at camera ( CoAx to Ethernet)
- v. Camera module to operate at 12VDC or 24V AC
- vi. Spare PSU for each Module

### **• Single Twisted Pair (Ethernet CAT5 Extender)**

- i. To Operate at distances up to 900m @10Mbps & 600m @100Mbps
- ii. With pass through PoE
- iii. Connectors RJ-45

#### **• Available in the following models**

- i. Rack Mount 16 Port (Ethernet to UTP)
- ii. Rack Mount 8 Port (Ethernet to UTP)
- iii. Rack Mount 4 Port (Ethernet to UTP)
- iv. Module 1 Port Pass with Pass thru POE at camera ( UTP to Ethernet)
  - o Camera module to operate at 12VDC or 24V AC
- v. Spare PSU for each Module

### **• IP68 rated enclosure to house any kit listed in section 6 at the camera**

- o Price to include suitable glands
- o Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole

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## 2.6. Software, Recorders & PC's

The software will be installed all PC's and Recorders as required, and will be manufactured by the same company. The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders. The system will not require any annual licence fee. (Initial Licence fee allowed). The software will be installed on machines with full functionality outlined. The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.

The System will be GUI or list Based allowing an operator to Click and drag cameras. There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self-controlled stations. These stations will be linked using IE's Gigabit IP Network. The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum. Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time. The software will be installed on machines & requirements as listed in this Section.

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### **2.6.1. Recorders**

Recorders & PC's will operate with equipment listed above:

Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the CCTV software will be priced separately.

#### Recorder 30 TB Server

- Not less than 30 TB
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
- Local Viewing for Engineering staff – VGA Accepted
- Provide Remote Play Back and remote archiving
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Minimum of 5 remote viewing clients
- Rack Mountable
- Fit into 42U 600x800 cabinet
- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software please see appendix 1 for details
- 4x Gigabit Ethernet Ports
- Secondary Redundant power supply pre- installed
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
- Max Recording configurable
- Programmable images per second per channel
- Microsoft Win 7 or greater
- Set to update time with default gateway per day @0200hrs.
- DVD-RW
- USB
- Compatible with Control centre software and Local viewing Software

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- RoHS Compliant, WEEE
- EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure
- Compatible with Anti-Virus software
- Fault Reporting to a Control PC
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar – **Pre Configured**
- Where no licence is required please state clearly.
- Price separately for additional camera licence
  - 4 Cameras
  - 8 Cameras
  - 16 Cameras
  - 24 Cameras
- List any other accessories required on Excel Spread Sheet

#### Recorder Small Location

This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

- The system will operate with all 2MP cameras listed above.
- Will record 8 x 2MP cameras at no less than 25 images per second with a good image quality for no less than 28 days.
- System will incorporate a PoE switch with spare ports for recorder and connection to network
- 19" Rack mountable

#### 2.6.2. PC's

##### Control Centre Viewing PC 1

- Viewing Software preloaded
- 4 X HDMI or DVI monitor outputs

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- 64 Bit machine i5 processor or better
- Require regional viewing of all Locations
- Windows 7 or greater
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Audio Playback
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Work in conjunction with Licence Plate Recognition if required
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Compatible with Anti-Virus software
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar – **Pre Configured**

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### Control Centre Viewing PC 2

- Viewing Software preloaded
- 2 X HDMI or DVI monitor outputs
- Windows 7 or greater
- 64 bit machine i5 processor or better
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Audio Playback
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- software Compatible with Anti-Virus software
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar

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Remote Viewing / Engineer PC

- Viewing Software preloaded
- 1 X HDMI or DVI monitor outputs
- Viewing of cameras at a regional office
- Provide Play Back (Video and Audio) and regional archiving
  
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Preloaded with software
- Compatible with Anti-Virus software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured.

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Engineer Laptop:

- Viewing Software preloaded
- Windows 7 or greater with full admin rights
- 64 bit machine i5 processor or better
- No less than 32GB RAM
- Hard Drive No Less than 500GB
- WiFi
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Allow for testing of Voice Announcements
- Audio Playback
- Gigabit Ethernet Port
- Pixel Search
- Thumbnail Search

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- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- Price to include LapTop Bag/Rucksack

Spare Microphone for Operator PC

- 1.7. To operate with PC's above
- 1.8. Goose Neck
- 1.9. CE approved

Monitors

- All monitors will be suitable for kit provided, can be wall or desk mount with Audio Out
- Approx 20" HD Monitor
- Approx 24" HD Monitor
- Approx 30" HD Monitor

Monitor Bracket

- Mounting monitors to a wall.
- Free movement in the Vertical and Horizontal
- Viewing angle can be locked in place using

**2.7. Audio Announcing**

- Speakers with built in Amplifier
  - Watt range from 1Watt to 5Watts
  - IP 65
  - Internal Volume Control
  - Suitable for Pole or Wall Mount

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➤ Suitable for connecting directly to Audio Out of Camera

- Spare Power Supply for Speakers with built in Amplifier – In line transformer

## **2.8. Wall Mount Transformers**

Janród Éireann currently use the Power plex range of wall mount transformers where required for CCTV applications.

Models currently in use are 24V AC 8 WAY and the 12v DC 5 way

Prices for supply of the 2 items or equivalent will apply.

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## Appendix A

### Minimum Kit Configuration Requirements

Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ

Cameras will have a new password as directed by IÉ

PC Operator Profile will be set up under Operator or Administrator

- Operator
  - Username password as directed by IÉ
  - All USB turned off
  - CD Burner operational
  - No install privileges
  - Remove Games
  - Default to Avigilon Programme on Start Up
- Administrator
  - Username password as directed by IÉ
  - No Restrictions

CCTV Software Profile will be set up under Operator or Administrator

- Operator
  - Username password as directed by IÉ
  - Staff can view cameras, control PTZ, view recorded images only.
- Administrator
  - Username password as directed by IÉ
  - No Restrictions

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**Contract Ref. SET 6797XXXX**

**Supply of Internet Protocol (IP) Video Surveillance  
(VSS) Closed Circuit Television (CCTV) High Definition  
(HD) Cameras, Associated Hardware & Software**

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**Technical Specification – DRAFT NOT YET  
APPROVED**

**Tender Issue  
Jan 2019~~June 2017~~**

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**List of Acronyms**

- CCTV — Closed Circuit Television
- CE — Conformance Européenne
- HD — High Definition
- IE — Iarnród Éireann (Irish Rail)
- IP — Internet Protocol
- IR — Infra Red
- MP — Mega Pixel
- NVR — Network Video Recorders
- ONIF — Open Network Video Interface Forum
- PoE — Power over Ethernet
- ROHS — Restriction of Hazardous Substance
- VSS — Video Surveillance Systems
- WEEE — Waste Electrical and Electronic Equipment

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**Introduction**

Iarnród Éireann (IE) is seeking to establish a 3-year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites. CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
  - Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
  - Supply of Associated Operating Computers
  - Supply of Associated Software
  - Supply of accessories;
    - Housing Complete
    - Camera mounting accessories
  - Transmission Encoders (Composite to Ethernet)
  - Transmission CAT5 Ethernet Extension Kits
    - Joystick Keyboards
  - Horn Speakers with built in voice Amplifier

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**Current System:**

Iarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
  - Vehicle Licence Plate recording at level crossings
    - Track Side Security
  - Remote instillation and Station Security Monitoring
    - Vehicle Bridge Impact monitoring
- This requires remote access via a public 3G network.

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Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system.

Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE's existing system without loss of any functionality of viewing software or camera functionality as set out in this technical specification.
  - All cameras must be manufactured by the same company
  - It is IE's preference to have the cameras and the control software manufactured by the same company to reduce the risk of incompatibility between the camera and the proposed software, potentially resulting in loss of functionality. Where tenderer proposes to supply a camera and control software from two different manufacturers, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor
  - The system must have a demonstrable bandwidth management system.
- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

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### Standards

All equipment and services provided under this contract must comply with the following standards:

- Electromagnetic Immunity EN 55024
- Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 – Safety of information technology equipment.
  - CE, ROHS, WEEE

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**Tender Submissions and Evaluation of tenders**

- Tenderers are required to complete the attached Compliance Sheet /Pricing Document in strict accordance with the instructions provided. IE’s technical requirements specification for each priced item is set out in this document.
- Tenderers must provide sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE’s technical specification. The technical compliance evaluation will be based on the information provided in the Compliance Sheet /Pricing Document and any supporting information included in the tender.
- Any error in pricing or omission of hardware / software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.
- Any additional accessories required by the camera in order to meet IE’s requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.
- All equipment must be supplied already set up and configured according to IE’s design requirements. Example of High level requirements are outlined in Appendix A.

**Delivery:**

All items will be delivered within 3 weeks of order to IE’s site with all items configured as per Requirements in Appendix A and tested.

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## 1. IP HD Cameras

### 1.1. HD Bullet Cameras

- Available in:

- 2MP (Approx Mega Pixel)

- Lens from 3 – 9mm (Approx (+ or - 3))

- Lens from 9 – 22mm (Approx (+ or - 3))

- 3MP (Approx Mega Pixel)

- Lens from 9 – 22mm (Approx (+ or - 3))

- 5MP (Approx Mega Pixel)

- Lens from 9 – 22mm (Approx (+ or - 3))

- H.264 Compression

- Audio IN / OUT

- IR Illumination

- Built In Analytics

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- Wide Dynamic Range
- 100 Base-t
- ONVIF-S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- *List any other accessories required on Excel Spread Sheet*

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## 1.2 HD Dome Cameras

- Available in
  - 2MP (Approx Mega Pixel)
- Lens from 3 – 9mm (Approx (+ or -3))
- Lens from 9 – 22mm (Approx (+ or -3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
  - 100Base-t
- ONVIF S Compliant
  - PoE
  - ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
  - Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Configuration file saved to Engineers File
    - Remote configuration and setup
    - Remote Zoom and Focus
    - Fault Reporting to a Control PC
- Suitable for Wall Surface Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

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**1.3 Micro HD Cameras**

- Available in
- 2 MP (Approx Mega-Pixel)
- Size (+/- 10mm) 50x50x50 mm
- Surface Mount
- H.264 Compression
- 100Base-t
- ONVIF S Compliant
- PoE

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- ROHS, WEEE, CE
- IP66
- Audio In
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall and Ceiling Mount.
- *List any other accessories required on Excel Spread Sheet*

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#### 1.4 HD-PTZ

##### • Available in

• 2MP (Approx Mega Pixel)

• Lens from 4 – 80mm (Approx)

• Min 20 x Optical Zoom

• H.264 Compression

• Audio IN / OUT

• Wide Dynamic Range

• 100Base-t

• ONVIF-S Compliant

• PoE

• ROHS, WEEE, CE

• Minimum Weather Rating of IP66, Impact Rating of IK08

• Privacy zones

• No less than 10 Number of pre-programmed Tours

• No less than 20 Number of Presets

• Alarm In / Out

• Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication

• Remote Upload of new Firmware as required

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- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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#### 1.5 Wide Angle / Panoramic Cameras

- Camera will have a wide angle of view
- 2 models submitted

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- Multiple interlocking lenses on one camera over 1 cable
- Single wide angle fish-eye type camera
  - 12MP
  - H.264 Compression
  - Audio IN / OUT
  - Wide Dynamic Range
  - 100Base-t
  - ONVIF S Compliant
  - PoE
  - ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
  - Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Configuration file saved to Engineers File
  - Remote configuration and setup
  - Remote Zoom and Focus
  - Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

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### 1.6 Fixed Cameras

- Pole or wall Mounted in housing
- Used for Station Platform Monitoring, Compounds & Open Spaces
- Perimeter Intrusions / trespass with alarm analytics
- Monitoring of Anti-Social activity
- Used in extreme low light areas
  - Available in
    - 5MP (Approx Mega Pixel)
    - 16MP (Approx Mega Pixel)
    - 24MP (Approx Mega Pixel)
  - Audio IN / OUT
  - H.264 Compression
  - Automatic Iris Control

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- Remote Zoom & Focus
- 100Base-t
- ONVIF-S Compliant
- PoE
- ROHS, WEEE, CE
- Built In Analytics
- Operate in extreme low light areas without IR Illumination
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post Internal and External
- Housings priced separately below
- Lens suitable for each models
- Lens 8 – 48mm (Approx (+ or - 8))

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- **Camera Housings complete with arm and pole bracket**
- Suitable for cameras & lenses as above in sections 1.6 where required or equivalent
  - IP67 Saltwater resistant
    - IK10
    - Model A 24VAC
    - Model B PoE
    - Heater
  - Hinged Side Opening Locked with Security fixings
- Space to house Encoder / Decoder internally in the housing
  - Cable managed bracket and Suncowl
  - Suitable for Pole or Wall Mount
  - Pole bracket Inter changeable with either model
  - Cable managed Arm Inter changeable with either model
  - List any other accessories required on Excel Spread Sheet

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- License Plate Recognition Camera System
- Capture License Plate in relatively all weather and light conditions
- Capture all Vehicle License Plate configurations in:
  - Ireland
  - UK
  - Europe

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- Arabic
- Square & Rectangular Plates
- IR Illumination in White if possible
- System will capture Driver/ Vehicle also
- Data base will record License Plates and Alert operator upon detection using software in Section 7
  - Automatic Iris Control
  - Motorised Focus
  - 100Base-t
  - ONVIF-S Compliant
  - PoE
  - ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- System will quote for Dual Lanes for the following Average Distance to target:
  - 10m (+ or - 2m)
  - 15m (+ or - 2m)
  - 25m (+ or - 2m)
- Suitable for Lamp Post External mounting
  - Fault Reporting to a Control PC
- For Pricing purposes a complete solution for each dual lane distance will be considered
  - Price to be broken down into each individual component
  - Price to include Hardware (excluding recorder), software and licence
  - IÉ may only employ the camera option for post incident analysis.
  - Assume that transmission components are all in place
- Software will Alert operator when a plate on watch list is detected, operator will have task to complete on alarm page
  - Software will allow for searches of Licence plates
  - List any other accessories required on Excel Spread Sheet

- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above

- To include Glands
- Lockable with key
- Pole or wall mount

## 2. ANALYTICS External Device

- Analytics will be used to detect incursion to a secure area during set times e.g.
  - Detect Objects entering or leaving area
    - Loitering
    - Removed objects
    - Crossing a virtual line
    - Crowd levels
  - Differentiate between Human and Dog
  - False Alarm for Tree movement etc.
  - Object tracking
- Composite model must demonstrate alarm upon fixed camera image change i.e. vandalism or movement of fixed camera.
  - Incursion detection will register as an alarm on Operator PC.
  - Will work in conjunction with supplied cameras above and software
    - Audio Out

## 1. Supply 1 Model for IP Cameras

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2. ~~Supply 1 Model for Composite Cameras to include detection if camera image is out of commissioned alignment~~

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3. ~~**ENCODERS**~~

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~~Composite to IP Encoders~~

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~~• Converting Existing Composite CCTV Cameras to Ethernet for connection to NVR~~

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~~• BNC Input~~

~~• Supports PTZ Camera Protocols Pelco P, Pelco D over a twisted pair~~

~~• Compatible with Operating PC Software and NVR's~~

~~• ONVIF S Compliant~~

~~• Audio IN/OUT~~

~~• PoE~~

~~• Rack Mountable~~

~~• I/O Terminals~~

~~• List any other accessories required on Excel Spread Sheet~~

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4. ~~**JOYSTICK KEYBOARD**~~

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~~• Used in conjunction with viewing software~~

~~• List any other accessories required on Excel Spread Sheet~~

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5. ~~**Camera Microphone**~~

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~~• External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN~~

~~5.1.1.1. Price to allow for secure fixing to camera include pole bracket if required~~

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**6. TRANSMISSION**

● CoAx to Ethernet Converter (*Using CoAx Cable for IP Camera transmission*)

- i. To Operate at distances up to 1500m @ 10Mbps & 500m @ 100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ 45 and BNC

● Available in the following models

- i. Rack Mount 16 Port (Ethernet to CoAx)
- ii. Rack Mount 8 Port (Ethernet to CoAx)
- iii. Port (Ethernet to CoAx)
- iv. Module 1 Port at camera ( CoAx to Ethernet)
- v. Camera module to operate at 12VDC or 24V AC
- vi. Spare PSU for each Module

● Single Twisted Pair (*Ethernet CAT5 Extender*)

- i. To Operate at distances up to 900m @ 10Mbps & 600m @ 100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ 45

● Available in the following models

- i. Rack Mount 16 Port (Ethernet to UTP)
- ii. Rack Mount 8 Port (Ethernet to UTP)
- iii. Rack Mount 4 Port (Ethernet to UTP)
- iv. Module 1 Port Pass with Pass thru POE at camera ( UTP to Ethernet)
- Camera module to operate at 12VDC or 24V AC
- v. Spare PSU for each Module

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- IP68 rated enclosure to house any kit listed in section 6 at the camera
- Price to include suitable glands
- Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole.

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## 7. SOFTWARE, RECORDERS & PC'S

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### SOFTWARE

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The software will be installed all PC's and Recorders as required, and will be manufactured by the same company. The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders.

The system will not require any annual licence fee or upgrade fee (Initial Licence fee allowed).

The software will be installed on machines with full functionality outlined.

The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.

The System will be GUI or list Based allowing an operator to Click and drag cameras.

There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self controlled stations. These stations will be linked using IE's Gigabit IP Network.

The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum.

Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time.

The software will be installed on machines & requirements as listed in this Section.

## 8. RECORDERS & PC's

Recorders & PC's will operate with equipment listed above:

*Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the CCTV software will be priced separately.*

### Recorder Server

- Not less than 30 TB with ability to extend to 60 TB
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
  - Local Viewing for Engineering staff – VGA Accepted
  - Provide Remote Play Back and remote archiving
    - Pixel Search
    - Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
  - Minimum of 5 remote viewing clients
  - Rack Mountable
  - Fit into 42U 600x800 cabinet

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- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software please see appendix 1 for details
  - 4x Gigabit Ethernet Ports
  - Secondary Redundant power supply pre-installed
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
  - Max Recording configurable
  - Programmable images per second per channel
  - Microsoft Win 7 or greater
  - Set to update time with default gateway per day @0200hrs.
- DVD RW
- USB
- Compatible with Control centre software and Local viewing Software
  - RoHS Compliant, WEEE
  - EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure
  - Compatible with Anti Virus software
  - Fault Reporting to a Control PC
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar — **Pre Configured**
  - Where no licence is required please state clearly.
  - Price separately for additional camera licence
    - 4 Cameras
    - 8 Cameras
    - 16 Cameras
    - 24 Cameras

List any other accessories required on Excel Spread Sheet

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Recorder Small Location

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This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

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- The system will operate with all 2MP cameras listed above.

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- Will record 8 x 2MP cameras at no less than 25 images per second with a good image quality for no less than 28 days.

- System will incorporate a PoE switch with spare ports for recorder and connection to network

- 19" Rack mountable

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Control Centre Viewing PC 1

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- Viewing Software preloaded

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- 4 X HDMI or DVI monitor outputs

- 64 Bit machine i5 processor or better

- Require regional viewing of all Locations

- Windows 7 or greater

- E5 processor or better

- Provide Play Back (Video and Audio) and regional archiving

- Integrate with and Analytics and Alarm on detection

- Voice Announcements by operator

- Audio Playback

- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)

- GUI

- Gigabit Ethernet Ports

- Operator Monitors Keyboard & mouse

- Set to update time with default gateway per day @0200hrs.

- Work in conjunction with Licence Plate Recognition if required

- Pixel Search

- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
  - Compatible with Anti-Virus software
  - Alarm Search
  - Remote export of recordings to CD or USB
  - Software to export player with recordings
  - Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar — Pre Configured

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Control Centre Viewing PC 2

- Viewing Software preloaded
- 2 X HDMI or DVI monitor outputs
- Windows 7 or greater
- 64 bit machine i5 processor or better
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator 3
  - Audio Playback
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
  - GUI
  - Gigabit Ethernet Ports
  - Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
  - Pixel Search
  - Thumbnail Search

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- Config file saved to external device and uploaded to backup pc if main pc fails
  - Alarm Search
  - Remote export of recordings to CD or USB
  - Software to export player with recordings
  - software Compatible with Anti-Virus software
  - Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar

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Remote Viewing / Engineer PC

- Viewing Software preloaded
- 1 X HDMI or DVI monitor outputs
- Viewing of cameras at a regional office
- Provide Play Back (Video and Audio) and regional archiving
- GUI
- 2x Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.

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- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
  - Alarm Search
  - Preloaded with software
  - Compatible with Anti-Virus software

- Remote login from within the IE Network via Remote Desktop or similar — Pre Configured.

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Spare Microphone for Operator PC

- To operate with PC's above
  - Goose-Neck
  - GE approved

Monitors

- All monitors will be suitable for kit provided, can be wall or desk mount with Audio Out
  - Approx 20" HD Monitor
  - Approx 24" HD Monitor
  - Approx 30" HD Monitor

Monitor Bracket

- Mounting monitors to a wall.
- Free movement in the Vertical and Horizontal
- Viewing angle can be locked in place using

9. AUDIO ANNOUNCING

- Speakers with built in Amplifier
  - Watt range from 1Watt to 5Watts
    - IP 65
    - Internal Volume Control
    - Suitable for Pole or Wall Mount
  - Suitable for connecting directly to Audio Out of Camera
- Spare Power Supply for Speakers with built in Amplifier — In line transformer

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## Appendix A

### Minimum Kit Configuration Requirements

Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ

Cameras will have a new password as directed by IÉ

PC Operator Profile will be set up under Operator or Administrator

- Operator
- Username password as directed by IÉ
- All USB turned off
- CD Burner operational

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- No install privileges
- Remove Games
- Default to Avigilon Programme on Start Up
- Administrator
- Username password as directed by IÉ
- No Restrictions

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CCTV Software Profile will be set up under Operator or Administrator

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- Operator
- Username password as directed by IÉ
- Staff can view cameras, control PTZ, view recorded images only.

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- Administrator
- Username password as directed by IÉ
- No Restrictions

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**List of Acronyms**

- CCTV Closed Circuit Television
- CE Conformance Européenne
- HD High Definition
- ÍÉ Iarnród Éireann (Irish Rail)
- IP Internet Protocol
- IR Infra Red
- MP Mega Pixel

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- NVR            Network Video Recorders
- ONIF           Open Network Video Interface Forum
- PoE            Power over Ethernet
- ROHS           Restriction of Hazardous Substance
- VSS            Video Surveillance Systems
- WEEE           Waste Electrical and Electronic Equipment

## **1. Introduction**

Iarnród Éireann (IE) is seeking to establish a 3 year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites, CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

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The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
- Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
- Supply of Associated Operating Computers
- Supply of Associated Software
- Supply of accessories;
  - Housing Complete
  - Camera mounting accessories
  - Transmission Encoders (Composite to Ethernet)
  - Transmission CAT5 Ethernet Extension Kits
  - Joystick Keyboards
  - Horn Speakers with built in voice Amplifier

**1.1. Current System:**

Jarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
- Vehicle Licence Plate recording at level crossings
- Track Side Security
- Remote instillation and Station Security Monitoring
- Vehicle Bridge Impact monitoring

Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system.

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Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE's existing system without loss of any functionality of viewing software or camera functionality as set out in this technical specification.
- All cameras must be manufactured by the same company
- It is IE's preference to have the cameras and the control software manufactured by the same company to reduce the risk of incompatibility between the camera and the proposed software, potentially resulting in loss of functionality and downtime. Where tenderer proposes to supply a camera and control software from two different manufacturers, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor
- The system must have a demonstrable bandwidth management system. Any system that cannot demonstrate a bandwidth management system will not be considered.
- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

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**1.2. Standards**

All equipment and services provided under this contract should where possible comply with the following standards:

- Electromagnetic Immunity EN 55024
- Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment.
- CE, ROHS, WEEE

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### 1.3. Tender Submissions and Evaluation of tenders

- Tenderers are required to complete the attached Compliance Sheet /Pricing Document in strict accordance with the instructions provided. IE's technical requirements specification for each priced item is set out in this document.
- Tenderers must provide sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE's technical specification. The technical compliance evaluation will be based on the information provided in the Compliance Sheet /Pricing Document and any supporting information included in the tender.
- Any error in pricing or omission of hardware / software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.
- Any additional accessories required by the camera in order to meet IE's requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.
- All equipment must be supplied already set up and configured according to IE's design requirements. Example of High level requirements are outlined in Appendix A.

### 1.4. Delivery:

All items will be delivered within 3 weeks of order to IE site with all items configured as per Requirements in Appendix A and tested.

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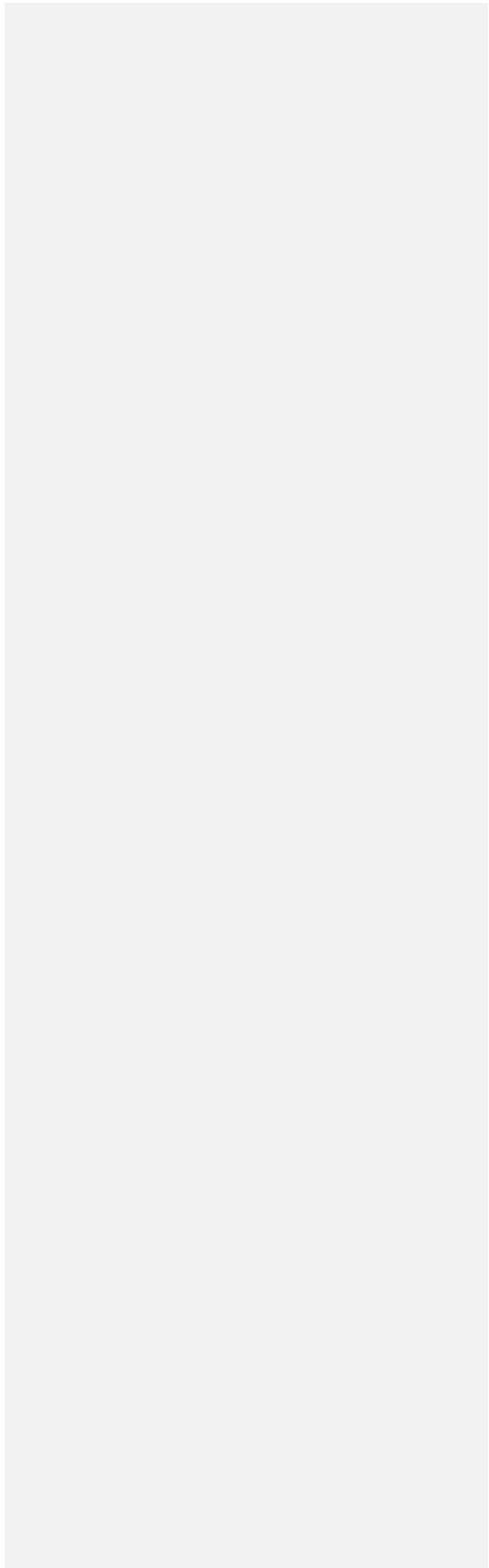
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## 2. Specifications

### 2.1. IP HD Cameras

#### 2.1.1. HD Bullet Cameras

- Available in:
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 3MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 5MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))
  
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- 100 Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- SNMP
- Flicker Control
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File

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- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- List any other accessories required on Excel Spread Sheet

### 2.1.3. IP HD Dome Cameras

- Available in
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - H.264 Compression
  - Audio IN / OUT
  - IR Illumination
  - Built In Analytics
  - Wide Dynamic Range
  - 100Base -t
  - ONVIF S Compliant
  - PoE
  - ROHS, WEEE, CE
  - Minimum Weather Rating of IP66, Impact Rating of IK10
  - Privacy zones
  - SMNP
  - Flicker Control
  - Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Configuration file saved to Engineers File
  - Remote configuration and setup
  - Remote Zoom and Focus
  - Fault Reporting to a Control PC

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- Suitable for Wall Surface Mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### 2.1.4. Micro IP HD Cameras

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- Available in
  - 2 MP (Approx Mega Pixel)

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- Size (+/-10mm) 65x65x50 mm
- Surface Mount
- H.264 Compression
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- IP66
- Audio In
- SMNP
- Flicker Control

- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication

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- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- List any other accessories required on Excel Spread Sheet

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### 2.1.5. IP HD PTZ Camera

- Available in 2MP (Approx Mega Pixel)
- Lens from 4 – 80mm (Approx)
- Min 20 x Optical Zoom
- IR Illumination
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- SNMP
- Flicker Control
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK08
- Privacy zones
- No less than 10 Number of pre- programmed Tours
- No less than 20 Number of Presets
- Alarm In / Out
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### 2.1.6. Wide Angle / Panoramic IP HD Cameras

- Camera will have a wide angle of view
- 2 models submitted
  - Multiple interlocking lenses on one camera over 1 cable
  - Single wide angle fish eye type camera
- 12MP
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- SMNP
- Flicker Control
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- List any other accessories required on Excel Spread Sheet

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### 2.1.7. IP HD Fixed Cameras

- Pole or wall Mounted in housing
  - Used for Station Platform Monitoring, Compounds & Open Spaces
  - Perimeter Intrusions / trespass with alarm analytics
  - Monitoring of Anti-Social activity
  - Used in extreme low light areas
- Available in
  - 16MP (Approx Mega Pixel)
  - 24MP (Approx Mega Pixel)
  - 30MP (Approx Mega Pixel)
- Audio IN / OUT
- H.264 Compression
- Automatic Iris Control
- Remote Zoom & Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- SNMP
- Flicker Control
- Minimum illumination .05 Lux or better
- ROHS, WEEE, CE
- Built In Analytics
- Operate in extreme low light areas without IR Illumination
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File

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- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Lamp Post Internal and External
- Housings priced separately below
- Lens suitable for each models
  - Lens 20 – 60mm (Approx (+ or – 10))

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### **2.1.8. Camera Housings complete with arm & pole bracket**

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- Suitable for cameras & lenses as above in sections 1.6 where required or equivalent

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- IP67 Saltwater resistant

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- IK10

- Model A 24VAC

- Model B PoE

- Heater

- Hinged Side Opening Locked with Security fixings

- Space to house Encoder / Decoder internally in the housing

- Cable managed bracket and Suncowl

- Suitable for Pole or Wall Mount

- Pole bracket – Inter changeable with either model

- Cable managed Arm - Inter changeable with either model

- List any other accessories required on Excel Spread Sheet

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### 2.1.9. Licence Plate Camera System

- Capture License Plate in relatively all weather and light conditions
- Capture all Vehicle License Plate configurations in:
  - Ireland
  - UK
  - Europe
  - Arabic
  - Square & Rectangular Plates
- IR Illumination in White if possible
- Automatic Iris Control
- Motorised Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- SNMP
- Flicker Control
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- System will quote for Single Lane to operate between Average Distance to target:
  - 10m (+ or – 2m) to 30m (+ or – 2m)
- Suitable for Lamp Post External mounting
- Fault Reporting to a Control PC
- For Pricing purposes a complete solution for SINGLE lane will be considered
  - Price to be broken down into each individual component for a pole mount camera system, list to be included for review by IÉ

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- Please specify if additional software or specific licence costs are required. Ordinary camera licence need not be included.
- IÉ may only employ the camera option for post incident analysis.
- Assume that transmission components and recorders are all in place
- Where an additional cost to activate licence plate recognition software is required, please note the cost of this activation, however this will not be included in the final tender cost. IÉ will employ the system as a recorded image only for review post incident.
- List any other accessories required on Excel Spread Sheet
  
- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above
  - To include Glands
  - Lockable with key
  - Pole or wall mount

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### **2.1.10. IP HD Thermal Camera**

- H.264 Compression
- Audio IN / OUT
- Built In Analytics
- Wide Dynamic Range
- 100 Base -t
- ONVIF S Compliant
- PoE
- SNMP
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- List any other accessories required on Excel Spread Sheet

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## 2.2. Encoders

- Converting Existing Composite CCTV Cameras to Ethernet for connection to NVR
- BNC NTSC/PAL Input
- Supports PTZ Camera Protocols Pelco P, Pelco D over a twisted pair
- Compatible with Operating PC Software and NVR's
- ONVIF S Compliant
- 100BASE T
- RJ45 Connector
- Audio IN/OUT
- PoE
- SNMP
- 19" Rack Mountable
- I/O Terminals
- ROHS, WEEE & CE Compliant
- List any other accessories required on Excel Spread Sheet

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## 2.3. Joystick Keyboard

- Used in conjunction with viewing software
- List any other accessories required on Excel Spread Sheet

## 2.4. Camera Microphone

- External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN
- Price to allow for secure fixing to camera include pole bracket if required

## **2.5. Transmission**

- **CoAx to Ethernet Converter (Using CoAx Cable for IP Camera transmission)**
  - i. To Operate at distances up to 1500m @ 10Mbps & 500m @ 100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ-45 and BNC
  
- Available in the following models
  - i. Rack Mount 16 Port (Ethernet to CoAx)
  - ii. Rack Mount 8 Port (Ethernet to CoAx)
  - iii. Rack Mount 4 Port (Ethernet to CoAx)
  - iv. Module 1 Port at camera ( CoAx to Ethernet)
  - v. Camera module to operate at 12VDC or 24V AC
  - vi. Spare PSU for each Module
  
- **Single Twisted Pair (Ethernet CAT5 Extender)**
  - i. To Operate at distances up to 900m @10Mbps & 600m @100Mbps
  - ii. With pass through PoE
  - iii. Connectors RJ-45
  
- Available in the following models
  - i. Rack Mount 16 Port (Ethernet to UTP)
  - ii. Rack Mount 8 Port (Ethernet to UTP)
  - iii. Rack Mount 4 Port (Ethernet to UTP)
  - iv. Module 1 Port Pass with Pass thru POE at camera ( UTP to Ethernet)
    - Camera module to operate at 12VDC or 24V AC
  - v. Spare PSU for each Module
  
- IP68 rated enclosure to house any kit listed in section 6 at the camera

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- Price to include suitable glands
- Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole

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## 2.6. Software, Recorders & PC's

### 2.6.1. Software Requirements

The software will be installed on all PC's and Recorders as required, and will be manufactured by the same company as the camera manufacturer.

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There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self-controlled stations. These stations will be linked using IE's Gigabit IP Network.

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Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time.

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- The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders.
- The system will not require any annual licence fee. (Initial Licence fee allowed).
- The software will be installed on machines with full functionality outlined.
- The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.
- The System will be GUI or list Based allowing an operator to Click and drag.
- The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum.
- User Level Access will restrict users from certain functions such as configuration options, or limiting the viewing of cameras

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- Allow for remote configuration of cameras with Engineer/Administrator privilege
- View Recorded footage without the need to stop recording
- Recorded bar to show motion detection
- Configurable duration of maximum record of footage in days.
- Continuous recordings with and without motion activity.
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
- Export footage to USB, disk or external device suitable for evidence
- Record and transmit audio via cameras
- Preset views of camera layouts
- Configured to operate with Alarms for Scenarios
- Snapshots of CCTV Images
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Minimum of 5 remote viewing clients

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The software will be installed on machines & requirements as listed in this Section.

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- Where no licence is required please state clearly.
- Price separately for additional camera licence
  - 4 Cameras
  - 8 Cameras
  - 16 Cameras
  - 24 Cameras

Above requirements will be considered as 1 unit for 4,8,16 and 24 Licences.

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### **2.6.2. Recorders**

Recorders & PC's will operate with equipment listed above:

Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the CCTV software will be priced separately.

#### Recorder 30 TB Server

- Not less than 30 TB
- Local Viewing for Engineering staff – VGA Accepted
- Provide Remote Play Back and remote archiving
- Rack Mountable
- Fit into 42U 600x800 cabinet
- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software please see appendix 1 for details
- 4x Gigabit Ethernet Ports
- Secondary Redundant power supply pre- installed
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
- Programmable images per second per channel
- Microsoft Win 7 or greater
- Set to update time with default gateway per day @0200hrs.
- DVD-RW
- USB
- Compatible with Control centre software and Local viewing Software
- RoHS Compliant, WEEE
- EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure

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- Compatible with Anti-Virus software
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured
- List any other accessories required on Excel Spread Sheet

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#### Recorder Small Location

This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

- The system will operate with all 2MP cameras listed above.
- Will record 8 x 2MP cameras at no less than 25 images per second with a good image quality for no less than 28 days.
- System will incorporate a PoE switch with spare ports for recorder and connection to network
- 19" Rack mountable

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### 2.6.3. PC's

#### Control Centre Viewing PC 1

- Viewing Software preloaded
- 4 X HDMI or DVI monitor outputs
- 64 Bit machine i5 processor or better
- Require regional viewing of all Locations
- Windows 10 or greater
- No less than 8 RAMGB
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Audio Playback
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse

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- Set to update time with default gateway per day @0200hrs.
- Work in conjunction with Licence Plate Recognition if required
- Compatible with Anti-Virus software
- Remote export of recordings to CD or USB
- Remote login from within the IE Network via Remote Desktop or similar – **Pre Configured**

#### Control Centre Viewing PC 2

- Viewing Software preloaded
- 2 X HDMI or DVI monitor outputs
- Windows 10 or greater
- 64 bit machine i5 processor or better
- No less than 8 RAMGB
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Audio Playback
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- software Compatible with Anti-Virus software
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar

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Remote Viewing / Engineer PC

- Viewing Software preloaded
- 1 X HDMI or DVI monitor outputs
- Viewing of cameras at a regional office
- Provide Play Back (Video and Audio) and regional archiving
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Preloaded with software
- Compatible with Anti-Virus software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured.

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Engineer Laptop:

- Viewing Software preloaded
- Windows 7 or greater with full admin rights
- 64 bit machine i5 processor or better
- No less than 32GB RAM
- Hard Drive No Less than 500GB
- WiFi
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Allow for testing of Voice Announcements
- Audio Playback

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- Gigabit Ethernet Port
- Pixel Search
- Thumbnail Search
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- Price to include LapTop Bag/Rucksack

#### Spare Microphone for Operator PC

- To operate with PC's above
- Goose Neck
- CE approved

#### Monitors

- All monitors will be suitable for kit provided, can be wall or desk mount with Audio Out
- Approx 20" HD Monitor
- Approx 24" HD Monitor
- Approx 30" HD Monitor

#### Monitor Bracket

- Mounting monitors to a wall.
- Free movement in the Vertical and Horizontal
- Viewing angle can be locked in place using

### **2.7. Audio Announcing**

- Speakers with built in Amplifier
  - Watt range from 1Watt to 5Watts
  - IP 65
  - Internal Volume Control

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➤ Suitable for Pole or Wall Mount

➤ Suitable for connecting directly to Audio Out of Camera

- Spare Power Supply for Speakers with built in Amplifier – In line transformer

## Appendix A

### Minimum Kit Configuration Requirements

Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ

Cameras will have a new password as directed by IÉ

PC Operator Profile will be set up under Operator or Administrator

- Operator

- Username password as directed by IÉ
- All USB turned off
- CD Burner operational
- No install privileges
- Remove Games
- Default to Avigilon Programme on Start Up

- Administrator

- Username password as directed by IÉ
- No Restrictions

CCTV Software Profile will be set up under Operator or Administrator

- Operator

- Username password as directed by IÉ
- Staff can view cameras, control PTZ, view recorded images only.

- Administrator

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- Username password as directed by IÉ
- No Restrictions

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**Contract Ref.7192 Lot2**

**Supply of Pan Tilt Zoom (PTZ) Closed Circuit Television  
(CCTV) Cameras for use at Level Crossings**

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## **Technical Specification**

**Tender Issue**  
August 2020

## **List of Acronyms**

CCTV	Closed Circuit Television
IÉ	Iarnród Éireann (Irish Rail)
PTZ	Pan Tilt Zoom
TVL	Television Lines
PAL	Phase alternating line
SNR	Signal to Noise Ratio
RoHS	Restriction of Hazardous Substance

## **Introduction**

Iarnród Éireann is seeking to establish a 3 year contract (with the option to extend for a further two year) for the supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras.

The cameras, which will be installed by IÉ, use at level crossings and will be controlled from an equipment room located at the level crossings. The cameras will be viewed remotely by a signalman. The only part of the camera over which the signalman will have control is the wiper. To operate the wiper, the signalman will press a button which will close a contact in the equipment room where the PTZ camera keyboard and junction box are to be located. Supply of the wiper trigger mechanism is not part of this tender.

## **Current System requirement:**

Iarnród Éireann currently uses both Predator 28X Col/Mono and Redvision RVX28-W-M PTZ Cameras. However, this tender is primarily concerned with the supply of Predator PTZ cameras.

Stringent testing has been carried out on the current PTZ camera models. Therefore, it is envisaged that a supplier should be able to support existing Predator 28X Col/Mono model and/or newer models.

Where newer models are proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing PTZ Cameras specifications.

## **Scope**

The scope of the contract involves the supply of Predator 28X Col/Mono PTZ Cameras or newer models (Specification sheets attached within the tender pack). Fixed prices should be provided for the duration of the contract.

Note: the prime requirement is for the supply of Predator PTZ and/or newer models. The supply of Redvision PTZ is an additional option.

## **PTZ CCTV Camera Specification**

The proposed camera must have the following features as a minimum:

- Analog image with low voltage power supply, 24V AC 12Vdc
- Lens width of minimum 3.5mm
- Pole-top and wall mounts
- Pelco P 9600 control protocol
- A wiper that can be triggered by a dry contact independent of the keyboard.
  - Wiper to return to home position after wipe cycle
  - Wiper Blades and Arm replaceable
  
- RoHS compliant
- Minimum IP65 rated
- Composite 1V p-p 75 Ohm BNC
- Auto Iris
- Camera must be compatible with a pole mount and wall bracket
- Compatible with a non-proprietary keyboard
- Following restart after power loss/reset, the camera must automatically move to a pre-set location.
- Capable of displaying on-screen text of at least 8 alpha and numeric characters plus spaces



- It must be possible to position the text at any position on the screen.
- Resolution of at least 670 TVL
- Pixels of at least PAL 976(H) \* 582 (V)
- SNR not > 48dB
- Line resolution > 670 TVL
- Min Illumination 0.8Lux
- Warranty of at least 2 years

It is preferable that the camera:

- Has a lens size wider than 3-50mm, which is the minimum as per above
- Can be placed at least 80m from its junction box

### **Delivery**

Delivery will be to Inchicore, Dublin 8. Cameras must be delivered within 2 weeks from date of issue of Purchase Order from IE. Tenderers must provide supporting detail relating to delivery lead-time.

### **Warranty**

Tenderers must provide supporting detail relating to their warrant proposal and addition support offerings.

### **Tender Submissions and Evaluation of tenders**

Tenderers are required to complete the attached documentation in strict accordance with the instructions provided. IE's technical requirements are set out in this document, cost return form and declaration form must be signed.

Tenderers must provide an official copy of the product specification sheet for newer models and sufficient technical details within their tender submission to fully demonstrate technical compliance with IE's specification.

Compliance with mandatory specifications must be clearly outlined within the Tenderers submission. The technical compliance evaluation will be based on the information provided and supporting information included in the tender.



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**Contract Ref. SET 7192 Lot 1**

**Supply of Internet Protocol (IP) Video Surveillance  
(VSS) Closed Circuit Television (CCTV) High Definition  
(HD) Cameras, Associated Hardware & Software**

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**Technical Specification –**

**Tender Issue  
Nov 2019**

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## **List of Acronyms**

CCTV	Closed Circuit Television
CE	Conformite Europeenne
HD	High Definition
IÉ	Iarnród Éireann (Irish Rail)
IP	Internet Protocol
IR	Infra Red
MP	Mega Pixel
NVR	Network Video Recorders
ONIF	Open Network Video Interface Forum
PoE	Power over Ethernet
ROHS	Restriction of Hazardous Substance
VSS	Video Surveillance Systems
WEEE	Waste Electrical and Electronic Equipment

## **1. Introduction**

Iarnród Éireann (IE) is seeking to establish a 3 year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites. CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
- Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
- Supply of Associated Operating Computers
- Supply of Associated Software
- Supply of accessories;
  - Camera Housing Complete
  - Camera mounting accessories
  - Transmission Encoders (Composite to Ethernet)
  - Transmission CAT5 Ethernet Extension Kits
  - Joystick Keyboards
  - Horn Speakers with built in voice Amplifier

### **1.1. Current System requirement:**

Iarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
  - Vehicle Licence Plate recording at level crossings
  - Track Side Security
  - Remote installation and Station Security Monitoring
  - Vehicle Bridge Impact monitoring
- 
- Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor

Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE's existing system without loss of any functionality of viewing software or camera functionality / remote set up as set out in this technical specification.
- All cameras and viewing software must be manufactured by the same company.
- The system must have a demonstrable bandwidth management system. Any system that cannot demonstrate a bandwidth management system will not be considered.
- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

## **1.2. Tender Submissions and Evaluation of tenders**

- Tenderers are required to complete the attached Pricing Document in strict accordance with the instructions provided. IE's technical requirements specification for each priced item is set out in this document.
- Tenderers must provide an official copy of the product specification sheet with sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE's technical specification. Compliance with mandatory specification must be clearly outlined within the Tenderers submission. The technical compliance evaluation will be based on the information provided and any supporting information included in the tender.
- All equipment must be supplied already set up and configured according to IE's design requirements. Example of High level requirements are outlined in Appendix A.

## **1.3. Delivery:**

All items will be delivered within 3 weeks of confirmed receipt of Purchase Order to IE site; Inchicore Railway Works, Dublin 8. With all items configured as per requirements in Appendix A and tested.

## **2. Specifications**

### **2.1. IP HD Cameras**

#### **2.1.1. HD Bullet Cameras**

- Available in:
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 4MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))
  - 5MP (Approx Mega Pixel)
    - Lens from 9 – 22mm (Approx (+ or – 3))

All cameras listed in section 2.1.1 will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control
- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Remote Zoom and Focus



- Audio IN / OUT
- ONVIF S Compliant
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Suitable for Lamp Post and Wall mount Internal and External. Lamp post and wall mount bracket will be suitable for all cameras mentioned above. Brackets will be complete ready to attach to camera
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet*

### **2.1.2. IP HD Dome Cameras**

- Available in
  - 2MP (Approx Mega Pixel)
    - Lens from 3 – 9mm (Approx (+ or – 3))
    - Lens from 9 – 22mm (Approx (+ or – 3))

All cameras listed in section 2.1.2 will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control

- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Remote Zoom and Focus
- Audio IN / OUT
- ONVIF S Compliant
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Suitable for Wall mount Internal and External
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*

### **2.1.3. Micro IP HD Cameras**

- Available in
  - 2 MP (Approx Mega Pixel)

All cameras listed in section 2.1.3 will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- H.264 Compression

- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control
- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Remote Zoom and Focus
- Audio IN / OUT
- ONVIF S Compliant
- IR Illumination
- Size (+/-10mm) 65x65x50 mm
- Wide Dynamic Range
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Suitable for Surface Mount
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*

#### **2.1.4. IP HD PTZ Camera**

- Available in 2MP (Approx Mega Pixel)

All cameras listed in section 2.1.4 will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail

- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control
- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Lens from 4 – 80mm approx. with a min 20x Optical Zoom
- Audio IN / OUT
- ONVIF S Compliant
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Suitable for Wall and Pole mount, Internal and External. Lamp post and wall mount bracket will be suitable for all cameras mentioned above. Brackets will be complete ready to attach to camera.
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*

#### **2.1.5. Wide Angle / Panoramic IP HD Cameras**

- Camera will have a wide angle of view
- 2 models submitted
  - Multiple interlocking lenses on one camera over 1 cable

➤ Single wide angle fish eye type camera

All cameras listed in section 2.1.5 will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
  - Design Development Tool – Mandatory Pass /Fail
  - Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
  - Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- 
- 12MP
  - H.264 Compression
  - 100 Base t via RJ45 CAT5
  - PoE
  - Flicker Control
  - SNMP
  - Privacy Zones
  - Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Remote configuration and setup
  - Remote Zoom and Focus
  - Audio IN / OUT
  - ONVIF S Compliant
  - IR Illumination
  - Built In Analytics
  - Wide Dynamic Range
  - ROHS, WEEE & CE Compliant
  - Minimum Weather Rating of IP66, Impact Rating of IK10
  - Multi Interlock will be Suitable for NTP Mount, Fish eye will be surface mount
  - Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022

- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*

### **2.1.6. IP HD Fixed Cameras**

- Available in
  - 16MP (Approx Mega Pixel)
  - 24MP (Approx Mega Pixel)
  - 30MP (Approx Mega Pixel)

All cameras listed in section 2.1.6 will have the following specifications

*(If an external housing is required please cover under section 2.1.7)*

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  
- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control
- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Remote Zoom and Focus
- Audio IN / OUT
- ONVIF S Compliant
- IR Illumination or min illumination at .005lux or better
- Built In Analytics

- Wide Dynamic Range
- ROHS, WEEE & CE Compliant
- Lens 20-60mm(approx.) with auto iris control will suit all 3 cameras
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet*

### **2.1.7. Camera Housings complete with arm & pole bracket**

2 Models are required

- 24V AC
- PoE

Both Housings will have the following specifications

- Suitable for cameras & lenses as above in sections 2.1.6 where required - Mandatory Pass /Fail
- Pole Bracket and arm are interchangeable for each model - Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE Site - Mandatory Pass /Fail
- IP66 Saltwater resistant
- Hinged Side Opening Locked with Security fixings
- Heater
- Cable managed bracket and Suncowl
- Suitable for Pole or Wall Mount
- *List any other accessories required in Pricing Matrix Spread Sheet.*

### **2.1.8. Licence Plate Camera System**

The Licence Plate Camera System will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
  - Design Development Tool – Mandatory Pass /Fail
  - Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
  - Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- 
- H.264 Compression
  - 100 Base t via RJ45 CAT5
  - PoE
  - Flicker Control
  - SNMP
  - Privacy Zones
  - Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required
  - Remote configuration and setup
  - Remote Zoom and Focus
  - Audio IN / OUT
  - ONVIF S Compliant
  - IR Illumination – in white if possible
  - Single Lane to operate between Average Distance to target: 10m (+ or – 2m) to 30m (+ or – 2m)Wide Dynamic Range
  - Modularised components for ease of replacement
  - ROHS, WEEE & CE Compliant
  - Minimum Weather Rating of IP66
  - Suitable for Lamp Post Mount



- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*
  
- *For Pricing purposes a complete solution for SINGLE lane will be considered*
  - *Price to be broken down into each individual component for a pole mount camera system, list to be included for review by IÉ*
  - *Please specify if additional software or specific licence costs are required. Ordinary camera licence need not be included.*
  - *IÉ may only employ the camera option for post incident analysis.*
  - *Assume that transmission components and recorders are all in place*
  - *Where an additional cost to activate licence plate recognition software is required, please note the cost of this activation, however this will not be included in the final tender cost. IÉ will currently only employ the system as a recorded image only for review post incident.*
  
- *List any other accessories required in Pricing Matrix Spread Sheet.*
  
- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above
  - To include Glands
  - Lockable with key
  - Pole or wall mount

### **2.1.9. IP HD Thermal Camera**

Thermal camera will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Athermalised Lens
- SNMP
- Privacy Zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Remote configuration and setup
- Remote Zoom and Focus
- Field of view to be approx 45 deg (H) x 35 deg (V)
- Audio IN / OUT
- ONVIF S Compliant
- Tamper Detection
- Built In Analytics
- External I/O Terminals
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Suitable for Wall mount Internal and External
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100 & 55022

- EN 60950:2001 - Safety of information technology equipment
- *List any other accessories required in Pricing Matrix Spread Sheet.*

### **2.1.10. Intercom**

Intercoms will be placed at strategic locations to cater for controlled access, remotely operated from a CCTV Monitoring location.

Intercoms will have the following specifications

- Intercoms and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Bandwidth management tool– Mandatory Pass /Fail
- H.264 Compression
- 100 Base t via RJ45 CAT5
- PoE
- Flicker Control
- SNMP
- Audio IN / OUT with echo cancellation and noise reduction
- ONVIF S Compliant
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Electromagnetic Immunity EN 55024, Electromagnetic Emissions EN 6100
- *List any other accessories required on in Pricing Matrix Spread Sheet.*

### **2.1.11. Encoder**

Encoders will convert Existing Composite CCTV Cameras to Ethernet for connection to NVR and will have the following specifications

- Encoders and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail

- BNC NTSC/PAL Input 1v p-p
- 100 Base T via RJ45 CAT5
- PoE and 24vac
- Audio IN / OUT and External I/O Terminals/Alarms
- ONVIF Compliant
- RS485 Telemetry interface supporting Camera Protocols Pelco P, Pelco D over a twisted pair
- Privacy Zones
  - Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
  - Remote Upload of new Firmware as required configuration and setup
- 19" Rack Mountable
- *List any other accessories required in Pricing Matrix Spread Sheet.*

## **2.2. Joystick Keyboard**

- Used in conjunction with viewing software
- Joystick and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Connects to a PC via USB
- RoHS Compliant
- *List any other accessories required in Pricing Matrix Spread Sheet.*

## **2.3. Camera Microphone**

- External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN, where no IP rating is met suitable protective housing to be supplied that will not interfere with the operation of the Microphone –

- Mandatory pass/fail Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  - Price to allow for secure fixing to camera include pole bracket if required and any cable connectors
  - Omni directional
  - DC 12V OR 24VAC
  - CE certified

## **2.4. Transmission**

### CoAx to Ethernet Converter (Using CoAx Cable for IP Camera transmission)

Available in the following models / components

- i. Rack Mount 16 Port (Ethernet to CoAx)
- ii. Rack Mount 8 Port (Ethernet to CoAx)

- iii. Rack Mount 4 Port (Ethernet to CoAx)
- iv. Module 1 Port at camera ( CoAx to Ethernet)
- v. Camera module to operate at 12VDC or 24V AC
- vi. Spare PSU for each Module
- vii. 19" Rack mount component

Co-ax to Ethernet converters will have the following specifications

- Connectors RJ-45 and BNC – Mandatory Pass /Fail
- Complies with IEE 802.3af PoE– Mandatory Pass /Fail
- MTBF > 100,000 Hrs– Mandatory Pass /Fail
- Delivery within 3 Weeks Of Oder to IÉ Site– Mandatory Pass /Fail
- Converters will operate at a distance of 250m with PoE at 100Mbps
- Converters will operate at a distance of 1500m at 10Mbps
- CE, ROHS Compliance
- LED Indicators showing Power, Eth Local Link, Eth Extended Link
- 19" Rack Mountable

*List any other accessories required in Pricing Matrix Spread Sheet.*

#### Twisted Pair (Ethernet CAT5 Extender)

Available in the following models / components

- i. Rack Mount 16 Port (Ethernet to UTP)
- ii. Rack Mount 8 Port (Ethernet to UTP)
- iii. Rack Mount 4 Port (Ethernet to UTP)
- iv. Module 1 Port Pass with Pass thru POE at camera ( UTP to Ethernet)
  - Camera module to operate at 12VDC or 24V AC
- v. Spare PSU for each Module
- vi. 19" Rack mount component

Co-ax to Ethernet converters will have the following specifications

- Connectors RJ-45 – Mandatory Pass /Fail
- Complies with IEE 802.3af PoE– Mandatory Pass /Fail

- MTBF > 100,000 Hrs– Mandatory Pass /Fail
- Delivery within 3 Weeks Of Oder to IÉ Site– Mandatory Pass /Fail
- Converters will operate at a distance of 250m with PoE at 100Mbps
- Converters will operate at a distance of 1500m at 10Mbps
- CE, ROHS Compliance
- LED Indicators showing Power, Eth Local Link, Eth Extended Link
- 19” Rack Mountable

*List any other accessories required in in Pricing Matrix Spread Sheet.*

IP68 rated enclosure to house any kit listed in section 6 at the camera

- Price to include suitable glands
- Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole

## ***2.5. Software, Recorders & PC's***

### ***2.5.1. Software Requirements***

The software will be installed on all PC's and Recorders as required, and will be manufactured by the same company as the camera manufacturer.

There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self-controlled stations. These stations will be linked using IE's Gigabit IP Network.

Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time.

The Software will have the following specifications

- Bandwidth Management Tool – Mandatory Pass /Fail
- Design Development Tool – Mandatory Pass /Fail
- Cameras and Viewing Software are manufactured by the same company – Mandatory Pass /Fail
- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  
- The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders.
- The system will not require any annual licence fee. (Initial Licence fee allowed).
- The software will be installed on machines with full functionality outlined.
- The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.
- The System will be GUI or list Based allowing an operator to Click and drag.
- The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum.
- User Level Access will restrict users from certain functions such as configuration options, or limiting the viewing of cameras
- Allow for remote configuration of cameras with Engineer/Administrator privilege



- View Recorded footage without the need to stop recording
- Recorded bar to show motion detection
- The system will detect firmware and software updates from new devices and provide the engineer with the option of upgrading devices with new versions.
- Configurable duration of maximum record of footage in days.
- Continuous recordings with and without motion activity.
- Automatic failover to redundant server on fail detection
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
- Export footage to USB, disk or external device suitable for evidence
- Record and transmit audio via cameras
- Preset views of camera layouts
- Configured to operate with Alarms for Scenarios
- Snapshots of CCTV Images
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Minimum of 5 remote viewing clients

The software will be installed on machines & requirements as listed in this Section.

- Where no licence is required please state clearly.
- Price separately for additional camera licence
  - 4 Cameras
  - 8 Cameras
  - 16 Cameras
  - 24 Cameras

Above requirements will be considered as 1 unit for 4,8,16 and 24 Licences.

### **2.5.2. Recorders**

Recorders & PC's will operate with equipment listed above:

*Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the CCTV software will be priced separately as above.*

### Recorder 30 TB Server

The 30TB Server will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all elements listed in this tender - Mandatory Pass /Fail
- Remote login from within the IE Network via Remote Desktop or similar – **Pre Configured** - Mandatory Pass /Fail
  
- Not less than 30 TB
- Local Viewing for Engineering staff – VGA Accepted
- 19” Rack Mountable
- Fit into 42U 600x800 cabinet
- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Secondary Redundant power supply pre- installed
- No Less than 2 x Gigabit Ethernet Ports 100Baset RJ45
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
- Microsoft Win Server 2016 or greater
- Set to update time with default gateway per day @0200hrs.
- RoHS Compliant
- EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure
- Compatible with Anti-Virus software
  
- List any other accessories required *in Pricing Matrix Spread Sheet.*

### Recorder Small Location

This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

The recorder will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all elements listed in this tender - Mandatory Pass /Fail
- Price to include Software/licence activation installed - Mandatory Pass /Fail
  
- No less than 8TB Memory
- Provide local viewing
- 19” Rack mountable
- No less than 2 x 1Gb 100Base T Eth Ports RJ45 for internet network, 8 x RJ45 PoE ports for Cameras
- USB
- HDMI and I/O Terminals, Keyboard and mouse included
- Set to update time with default gateway per day @0200hrs.
- RoHS CE Compliant

### **2.5.3. PC's**

#### **Control Centre Viewing PC 1**

The Control Centre Viewing PC 1 will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail

- Operate with all elements listed in this tender - Mandatory Pass /Fail
  - Pre configured as per Appendix A - Mandatory Pass /Fail
  - Price to include Software/licence activation installed A - Mandatory Pass /Fail
- 
- No less than 8 RAMGB
  - 4 X HDMI or DVI monitor outputs
  - 64 Bit machine i5 processor or better
  - Windows 10 or greater
  - Provide Play Back (Video and Audio) and regional archiving
  - Integrate with and Analytics and Alarm on detection
  - Voice Announcements by operator
  - USB
  - No less than 2 x 1Gb 100Base T Eth Ports RJ45
  - Set to update time with default gateway per day @0200hrs.
  - RoHS CE Compliant

#### Control Centre Viewing PC 2

The Control Centre Viewing PC 2 will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  - Operate with all elements listed in this tender - Mandatory Pass /Fail
  - Pre configured as per Appendix A - Mandatory Pass /Fail
  - Price to include Software/licence activation installed A - Mandatory Pass /Fail
- 
- No less than 8 RAMGB
  - 4 X HDMI or DVI monitor outputs
  - 64 Bit machine i5 processor or better
  - Windows 10 or greater
  - Provide Play Back (Video and Audio) and regional archiving
  - Integrate with and Analytics and Alarm on detection
  - Voice Announcements by operator
  - USB

- No less than 2 x 1Gb 100Base T Eth Ports RJ45
- Set to update time with default gateway per day @0200hrs.
- RoHS CE Compliant

#### Engineer PC

The Engineering PC will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  - Operate with all elements listed in this tender - Mandatory Pass /Fail
  - Pre configured as per Appendix A - Mandatory Pass /Fail
  - Price to include Software/licence activation installed A - Mandatory Pass /Fail
- 
- No less than 8 RAMGB
  - 1 X HDMI or DVI monitor outputs
  - 64 Bit machine i5 processor or better
  - Windows 10 or greater
  - Provide Play Back (Video and Audio) and regional archiving
  - Integrate with and Analytics and Alarm on detection
  - Voice Announcements by operator
  - USB
  - No less than 2 x 1Gb 100Base T Eth Ports RJ45
  - Set to update time with default gateway per day @0200hrs.
  - RoHS CE Compliant

#### Engineer Laptop:

The Engineering Laptop will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
  - Operate with all elements listed in this tender - Mandatory Pass /Fail
  - Price to include Laptop Ruck Sack - Mandatory Pass /Fail
  - Price to include Software/licence activation installed A - Mandatory Pass /Fail
- 
- No less than 8 RAMGB

- 1 X HDMI or DVI monitor outputs
- 64 Bit machine i5 processor or better
- Windows 10 or greater
- Provide Play Back (Video and Audio) and regional archiving
- Voice Announcements by operator
- USB, WiFi
- 1 x 1Gb 100Base T Eth Ports RJ45
- RoHS CE Compliant
- Remote export of recordings to CD or USB

#### Microphone for Operator PC

The Microphone will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all PCs listed in this tender - Mandatory Pass /Fail
  
- Goose Neck
- CE approved

#### Monitors

Monitors will be in the following approx. sizes

- Approx 20" HD Monitor
- Approx 24" HD Monitor
- Approx 30" HD Monitor

The Monitors will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all PCs listed in this tender - Mandatory Pass /Fail

- Wall or desk mounted
- Audio Out
- CE Approved

### Monitor Bracket

The Monitors will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all Monitors listed in this tender - Mandatory Pass /Fail
- Mounting monitors to a wall.
- Free movement in the Vertical and Horizontal
- Viewing angle can be locked in place

## **2.6. *Audio Announcing***

- Speakers with built in Amplifier

The Speakers will have the following specifications

- Delivery within 3 weeks of order to IE site – Mandatory Pass /Fail
- Operate with all cameras listed in this tender - Mandatory Pass /Fail
- - Watt range from 1Watt to 5Watts
  - IP 65
  - Internal Volume Control
  - Price to include Pole Mount Bracket
- Spare Power Supply for Speakers with built in Amplifier – In line transformer

## **Appendix A**

### Minimum Kit Configuration Requirements

Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ

Cameras will have a new password as directed by IÉ

PC Operator Profile will be set up under Operator or Administrator and will be configured for Remote login from within the IE Network via Remote Desktop or similar

- Operator
  - Username password as directed by IÉ
  - All USB turned off
  - CD Burner operational
  - No install privileges
  - Remove Games
  - Default to Avigilon Programme on Start Up
- Administrator
  - Username password as directed by IÉ
  - No Restrictions

CCTV Software Profile will be set up under Operator or Administrator

- Operator
  - Username password as directed by IÉ
  - Staff can view cameras, control PTZ, view recorded images only.
- Administrator
  - Username password as directed by IÉ
  - No Restrictions



**Instructions for completing the Pricing Document:**

- 1 The Pricing Document must be completed in the electronic format provided. The information will be taken directly from the completed pricing documents for use in the Cost evaluation.
- 2 Tenderers should submit their completed Excel Pricing Documents in readable electronic form along with 2 No. Hard copies and also a soft copy in PDF.
- 3 Tenderers must state if the proposed model fulfils IE's requirements as set out in the Technical Specification
- 4 Where the model does NOT meet with all of IE's requirements, the deficiencies should be listed.
- 5 All Cameras should where possible be manufactured by the same manufacturer. Please state the Manufacturer on the Excel Sheet Provided.
- 6 All Software will be manufactured by the same manufacturer Please state the Manufacturer and package on the Excel Sheet Provided.
- 7 Any proposed item that is not supplied by the system manufacturer should be stated in the Model Ref. of the Excel Spread Sheet.
- 8 All kit listed as "Transmission" should be manufactured by the same company. Please state this Manufacturer on the Excel Sheet Provided.
- 9 Tenderers should leave the columns marked "SCORING" blank- these will be completed by IE during the evaluation.
- 10 Do Not in any way modify the scoring sheet as this may disrupt the total score

**Scoring:**

The total number of available marks is 15,334

Tenders shall be scored in accordance with the following criteria and weightings:

**Cost 70%**

(10734marks

available)

**Technical Compliance 30%**

(4600 marks available)

**General:**

- 1 Only items highlighted in PINK will be scored.
- 2 Please submit prices for all items including those not scored for cost or technical requirements

**Technical Compliance**

- 1 The maximum number of marks available for technical compliance is 4600 will be scored 1-5 over all
- 3 The minimum required score in relation to Technical Compliance is 920 marks.
- 3 Marks will be awarded as follows:

A total Technical Compliance of for 100% Technical Compliance *equating to 4600 points*, 80% Technical Compliance *equating to 3680 points*; 60% Technical Compliance *equating 2760*, 40% Technical Compliance *equating 1840 points*, below 40% *equating to non-compliant failed bid*.

**Cost Evaluation:**

The total cost for all categories shall be used in the overall cost evaluation

The total cost shall be used in the overall cost evaluation

Scores for Cost shall be evaluated as follows:

$$\frac{\text{Max Score} * \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{Score for Tender X}$$

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## Instructions for completing the Pricing Document:

- 1 The Pricing Document must be completed in the electronic format provided. The information will be taken directly from the completed pricing documents for use in the Cost evaluation.
- 2 Tenderers should submit their completed Excel Pricing Documents in readable electronic form along with 2 No. Hard copies and also a soft copy in PDF.
- 3 Tenderers must state if the proposed model fulfils IE's requirements as set out in the Technical Specification
- 4 Where the model does NOT meet with all of IE's requirements, the deficiencies should be listed.
- 5 All Cameras should where possible be manufactured by the same manufacturer. Please state the Manufacturer on the Excel Sheet Provided.
- 6 All Software will be manufactured by the same manufacturer Please state the Manufacturer and package on the Excel Sheet Provided.
- 7 Any proposed item that is not supplied by the system manufacturer should be stated in the Model Ref. of the Excel Spread Sheet.
- 8 All kit listed as "Transmission" should be manufactured by the same company. Please state this Manufacturer on the Excel Sheet Provided.
- 9 Tenderers should leave the columns marked "SCORING" blank- these will be completed by IE during the evaluation.
- 10 Do Not in any way modify the scoring sheet as this may disrupt the total score

### Scoring:

The total number of available marks is 1575.

Tenders shall be scored in accordance with the following criteria and weightings:

**Cost 60%** (1125 marks available)

**Technical Compliance 40%** (450 marks available)

### General:

- 1 Only items highlighted in PINK will be scored.
- 2 Please submit prices for all items including those not scored for cost or technical requirements

### Technical Compliance

- 1 The maximum number of marks available for technical compliance is 450.
- 3 The minimum required score in relation to Technical Compliance is 250 marks.
- 3 Marks will be awarded as follows:  
A total of 10 points will be awarded per item for 100% Requirement Compliance; 9 points for 90% compliance; 8 points for 80% compliance; 7 points for 70% compliance; 6 points for 60% compliance; 5 for 50% compliance; 4 points for 40% compliance; 3 for 30%; 2 points for 20% compliance; 1 point for 10% compliance and 0 for Non Compliance. Cameras that are not ONVIF S Compliant will receive 0 Points.

### Cost Evaluation:

- 1 The total cost for all categories shall be used in the overall cost evaluation
- 2 Scores for Cost shall be evaluated as follows:  
$$\frac{\text{Max Score} * \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{Score for Tender X}$$

COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

Please Circle	System has Bandwith managemt	Yes / No
	System has Design Development tool as described in section 1	Yes / No

NOMINATED MANUFACTURER OF CAMERAS PC SOFTWARE AND NVR SOFTWARE: \_\_\_\_\_

SCORING

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>BULLET CAMERAS</b>	2 MP - 3-9mm			Y / N			1.0
	2 MP - 9-2mm			Y / N			1.0
	3 MP			Y / N			1.0
	5 MP			Y / N			1.0
	Lamp Post Mount accessory						
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>HD DOME CAMERAS</b>	2 MP 3-9mm Approx			Y / N			1.0
	2 MP 9-22mm Approx			Y / N			1.0
	Accessory 1						
	Accessory 2						
	Accessory 3						

Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
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COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

<b>HD MICRO CAMERAS</b>	2 MP			Y / N			10
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>HD PTZ CAMERAS</b>	2 MP			Y / N			10
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>HD Wide Angle / Panormaic CAMERAS</b>	Camera 1 - Inerlocking lenses			Y / N			10
	Camera 2 - FishEye			Y / N			10
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>HD FIXED CAMERAS</b>	16 MP			Y / N			10
	24 MP			Y / N			10
	32 MP			Y / N			10

COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

Accessory 1				
Accessory 2				
Accessory 3				

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies
<b>CAMERA HOUSINGS</b>	Camera Housing 24V AC			Y / N	
	Camera Housing PoE			Y / N	
	Pole Clamp			Y / N	
	Accessory 1				

MODEL A REQUIREMENTS
10
10
10

LICENSE PLATE RECOGNITION	Item	Model Refs	€	Does Model A fulfill requirements?	If NO list deficiencies
	Lisence Plate Camera			Y / N	
	Accessory 1				
	Accessory 2				
	Accessory 3				
	IP 66 Steel Cabinet				

SAME MANUFACTUTER	MODEL A REQUIREMENTS
	10

10
----

COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>Thermal Camera</b>	Thermal			Y / N			10

**SUB TOTAL** 0

180

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
<b>ENCODER</b>	ENCODER			Y / N			10
	PSU						
	Accessory						

<b>JOYSTICK KEYBOARD</b>	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
	Joystick Keyboard			Y / N			10
	Accessory						
	Camera Microphone			Y / N			10

**SUB TOTAL** 0

30

NOMINATED MANUFACTURER OF TRANSMISSION: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
TRANSMISSION	Ethernet to Coax Converter. Rack Mount 16 Port			Y / N			10
	CO AX to Ethernet Converter. Rack Mount 8 Port			Y / N			10
	Ethernet to Coax Converter. Converter 4 Port			Y / N			10
	Module 1 Port at camera (CoAx to Eth)			Y / N			10
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						
	Ethernet to UTP Converter. Rack Mount 16 Port			Y / N			10
	Ethernet to UTP Converter. Rack Mount 8 Port			Y / N			10
	Ethernet to UTP Converter. 4 Port			Y / N			10
	Module 1 Port at camera (UTP to Eth)			Y / N			10
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						
	<b>SUB TOTAL</b>			<b>0</b>			

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTUTER	MODEL A REQUIREMENTS
RECORDERS & PC's	Liscence 4 Cameras						10
	Liscence 8 Cameras						10
	Liscence 16 Cameras						10
	Liscence 24 Cameras						10



COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

Recorders 30TB			Y / N			10
Recorder Small Location			Y / N			10
Viewing PC1 Quad Screen			Y / N			10
Control Centre Viewing PC2 Dual Screen			Y / N			10
Remote Viewing PC1 1 Screen			Y / N			10
Engineer Laptop			Y / N			10
Microphone for Operator PC						10
20"HD Monitor			Y / N			10
24" HD Monitor			Y / N			10
30" HD Monitor			Y / N			10
Monitor Wall Bracket						10

**SUB TOTAL** 0

150

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	MODEL A REQUIREMENTS
	Speakers with Built in Amplifier			Y / N		10
<b>AUDIO ANNOUNCING</b>	Supply for Speaker with Built in Amplifier			Y / N		

**SUB TOTAL** 0

**SUB TOTAL** 10

COMPANY NAME: \_\_\_\_\_

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software

TOTAL COST	0
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TOTAL	450
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Avigilon AN01-2.0C-H5A-BO1-IR	Bullet Camera 2 MP 3-9mm	148011
Avigilon AN01-2.0C-H5A-BO2-IR	Bullet Camera 2 MP 9-22mm	148012
Avigilon AN01-4.0C-H5A-BO2-IR	Bullet Camera 4MP 9-22mm	181687
Avigilon AN01-5.0C-H5A-BO2-IR	Bullet Camera 5MP 9-22mm	181688
Avigilon AN01-H4-MT-Pole1	Bullet Camera Lamp Post Mount	148013
Avigilon AN01-H4-BO-JBOX1	Bullet Camera Wall Mount	181689
Avigilon AN01-2.0C-H5M-DO1-IR	HD <b>Micro</b> 2 MP 3-9mm Lens	148051
Avigilon AN01-2.0C-H5A-DO1-IR	HD Dome 2 MP 3-9mm Lens	148015
Avigilon AN01-2.0C-H5A-DO2-IR	HD Dome 2 MP 9-22mm Lens	148016
Avigilon AN01-2.0C-H4IRPTZ-DP30-WP	HD PTZ 2 MP	148054
Avigilon AN01-IRPTZ-MNT-WALL1	HD PTZ Camera Compact Wall Bracket	148055
Avigilon AN01-H4-MT-POLE1	HD PTZ Camera Pole Mount adapter	148056
AN01-12.0W-H5A-FE-DO1-IR	12MP Fisheye Surface Mount	181711
AN01-CM-MT-WALL1	HD PTZ Camera Compact Wall Bracket	193209
AN01-H5A-FE-MT-NPTA1	12MP Fisheye Surface Mount NPT Adapter	182355
Avigilon AN01-12.0C-H4A-4MH-360	Panoramic 12MP Multi Interlock Lens	181710
Avigilon AN01-IRPTZ-MNT-NPTA1	Panor 12MP Multi Inter Lens NPT Adapter	182350
Avigilon AN01-H4AMH-DO-COVR1	Panor 12MP Multi Inter Camera Cover	182351
Avigilon AN01-H4AMH-AD-PEND1	Panor 12MP Multi Inter Lens Penant	182352
Avigilon AN01-H4AMH-AD-IRIL1	Panor 12MP Multi Interl Lens IR III	182353
Avigilon AN01-POE-INJ-60W-UK	Panor 12MP Multi Inter Lens PoE Inj	182354
AN01-16C-H5PRO-B	IP HD Fixed Cameras 16MP (Approx)	181712
AN01-8C-H5PRO-B	IP HD Fixed Camera 8MP(Approx)	193208
AN01-26C-H5PRO-B	IP HD Fixed Cameras 26MP (Approx)	181713
AN01-40C-H5PRO-B	IP HD Fixed Cameras 40MP (Approx)	181714
Avigilon AN01-LF247028TA2	IP HD Fixed Cameras Lens 20-60mm	181715
Avigilon AN01-ES--HD-HWS-LG	Camera Housings 24v AC	181716
Avigilon AN01-ES--HD-HWS-LG	HD CCTV Fixed Camera Housing PoE	148072
Avigilon AN01-ES-HD-MNT-POLE-LG	HD CCTV Fixed Camera Housing Pole Clamp	148073
Avigilon AN01-ES-HD-IPM	Camera Housing Spare PoE Module	182356
Avigilon AN01-3.0C-HD-LP-B1	Licence Plate Camera System Post mount	181717
Avigilon AN01-ES-HD-LP-HS	Licence Plate Camera Housing Spare	182357
Avigilon AN01-ES-HD-IR-IP6	Licence Plate Camera IR III Spare	182358
Avigilon AN01-POE-INJ2-PLUS-UK	Licence Plate Camera PoE Injector	182359
Avigilon AN01-ES-HD-MNT-POLE-LG	Licence Plate Camera House Pole Mnt Sp	182360
Avigilon AN01-320S-H4A-THC-BO50	IP HD Thermal Camera	181718
Avigilon AN01-H4-JBOX1	Thermal Camera Pole Mount Bracket	182361
Avigilon AN01-H4-MT-Pole1	Thermal Camera Jbox	182362
Avigilon AN01-3.0C-H4VI-RO1-IR	Intercom	181719
Avigilon AN01-H4VI-MT-SURF1	Intercom Surface Mount	182363
Avigilon AN01-H4VI-RELY1	Intercom Optional Relay	182364
Avigilon AN01-ENC-4P-H264	CCTV Encoder	181720
AvigilonAN01-ENC-BRK1U	HDCCTV Composite-IP Encoder1U RackMount	148090
Dahua DN30-N-PFM320D-BS	HD CCTV Composite to IP Encoder PSU	148089
Avigilon AN01-ACC-USB-JOY-PRO	HD CCTV Joystick Keyboard	148091
Dahua DN30-HAP320-V	HD CCTV CAMERA Microphone WITH POLE BRACKET	148092
Dahua DN30-N-PFM320D-BS	CCTV Camera Microphone PSU	181721
Comnet CN35-CLFE16EOC	Ethernet-Coax ConverterRack Mount16Port	148093
Comnet CN35-CLFE8EOC	HDCCTV CoAx-EthernetConverter 8Port	148094
Comnet CN35-CLFE4EOC	HDCCTV Ethernet-Coax Converter 4 Port	148095
Comnet CN35-CLFE1EOC9	HDCCTV Module1 Port@camera (CoAx to Eth)	148096
Comnet CN35-CLFE16EOU	HD CCTV Ethernet-UTP Converter 16 Port	148099
Comnet CN35-CLFE8EOU9	HD CCTV Ethernet-UTP Converter 8 Port	148100
Comnet CN35-CLFE4EOU	HD CCTV Ethernet-UTP Converter 4 Port	148101
Comnet CN35-CLFE1EOU	HD CCTV Ethernet-UTP Converter Mod1Port	148102
Legrand LN11-036917	CCTV IP68 External Housing/enclosure	181722
Avigilon AN01-ACC7-ENT	HD CCTV SOFTWARE LICENCE 4 Cameras	148105
Avigilon AN01-ACC7-ENT	HD CCTV SOFTWARE LICENCE 8 Cameras	148106
Avigilon AN01-ACC7-ENT	HD CCTV SOFTWARE LICENCE 16 Cameras	148107
Avigilon AN01-ACC7-ENT	HD CCTV SOFTWARE LICENCE 24 Cameras	148108
AN01-NVR4X-STD-32TB-UK	Recorder 32 TB Server	181723
Avigilon AN01-VMA-AS3-8P4-UK	Small Location Recorder	181724
Avigilon AN01-RM5-WKS-4MN-UK	HD CCTV Viewing PC1 Quad Screen	148111
Avigilon AN01-RM5-WKS-2MN-UK	HD CCTV Viewing PC2 Dual Screen	148112
Dell HN04-Dell Opti 3070 MT	HD CCTV Engineering PC	148114
Dell HN01-Dell Lati 3400	Laptop for CCTV	181725
Radionics RN7-4570266	HD CCTV Microphone for Operator PC	148115
AOC TN13-E2270SWHN	HD CCTV 20"HD Monitor	148116

AOC TN13-E2460SH	HD CCTV 24" HD Monitor	148117
TN13-PHILIPS32BDL3010Q/00	HD CCTV 30" HD Monitor	148118
Thor EN9-28086T	Monitor Bracket	181726
TOA TN17-SC-P620-EB	CCTV Speakers with Built in Amplifier	148121
Dahua DN30-N-PFM320D-BS	CCTV Power Supply for Speaker	148122
Avigilon AN01-CM-AC-AVIO1	CCTV Speak Built in Amp Avig Audio Lead	182365
TN17-UC- 45C615-Q	TOA IP Horn Speaker	193190
AN01-HALO-SMADAPT	Surface Mount Adapter for HALO IoT Smart Sensor	193191
AN01-HALO-V2.00	HALO IoT Smart Sensor	193192
AN01-320S-H4A-THC-BO24	Thermal Outdoor Bullet, 9.1mm f/1.0, 9Hz, NETD<60mK, Self-Learning Video Analytics	193193
AN01-320S-H4A-THC-BO12	Thermal Outdoor Bullet, 18mm f/1.0, 9Hz, NETD<60mK, Self-Learning Video Analytics	193194
AN01-ACC-ENT-SMART-1YR	ACC Enterprise Smart Plan; 1 year licence per camera	193195
AN01-ACC-ENT-SMART-3YR	ACC Enterprise Smart Plan; 3 year licence per camera	193196
AN01-ACC-ENT-SMART-5YR	ACC Enterprise Smart Plan; 5 year licence per camera	193197
AN01-POE-INJ2-95W-NA	Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ -	193198
AN01-2.0C-H5A-PTZ-DP36	Avigilon 2MP pendant PTZ dome camera	193199
Avigilon AN01-IRPTZ-MNT-WALL1	HD PTZ Camera Compact Wall Bracket	193200
Avigilon AN01-POE-INJ-60W-UK	POE injector for 2MP PTZ Camera	193201
AN01-10.0C-H5DH-D1-IR	2x 5MP H5A Dual Head Camera, with built-in IR, Next-Generation Analytics.	193202
AN01-H5DH-MT-NPTA1	Pendant adapter for the H5A Dual Head camera.	193203
AN01-CM-MT-WALL1	H5DH Camera Compact Wall Bracket	193204
AN01-H5DH-DO-JBOX1	Junction box with side cable entry for H5A Dual Head camera.	193205
AN01-5.0C-H5A-CR1-IR	H5A; Corner; CRS; 5.0 MP WDR; 3-9mm;IR	193206
AN01-5.0C-H5A-CR1-IR-SS	H5A; Corner; Stainless Steel; 5.0 MP WDR; 3-9mm; IR	193207

Tender Evaluation Matrix - Summary of Scores		EVALUATION CRITERIA	
Tender Title	LOT1 HD CCTV	Price Weighting	
Reference	RFT 149768- 7192 Framework for Supply of IP HD Cameras	Non-Price Related Criteria	
Procurement Executive	Richard Latimer	TOTAL	100%
Date	03 March 2020		



TENDERER NAME >>			
Tender Price (ex VAT) >>			
Difference from lowest compliant price (€) >>			
Price Score >>			
PRICE WEIGHTING RANK >>			
Non-Price Related Criteria	Weight (%)	Max Points Available	Min Score needed
	(a)	3000	2 (40%)
Mandatory requirements of IE's Technical Specification	Pass / Fail	1 OR 2	YES
Non-mandatory requirements of IE's Technical Specification			
Technical Score (%) >>			
TECHNICAL WEIGHTING RANK >>			
OVERALL SCORE FOR TENDER >>			
OVERALL RANK >>			

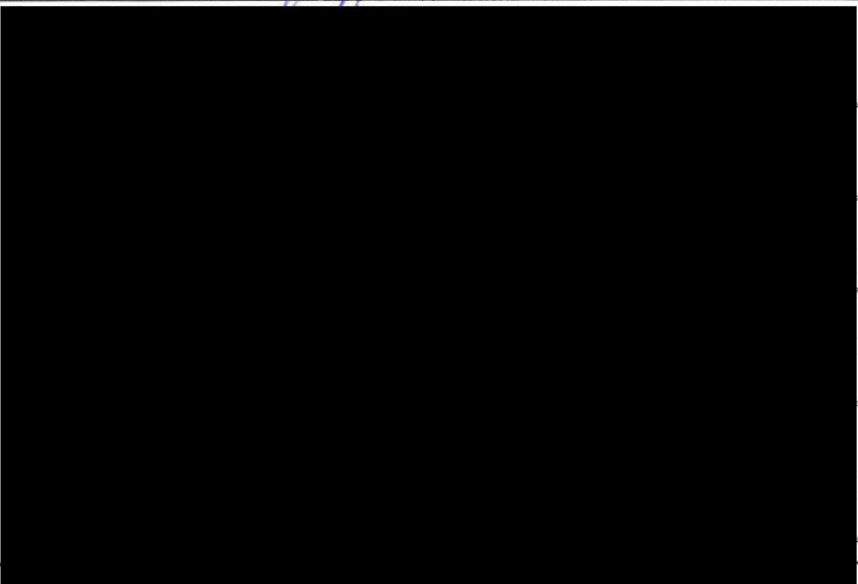
Score (0 - 5)	Weighted Score (%)	Min Score Achieved
2	2	YES
1200		

Failed Technical Criteria, below 40 % Min Score		
Score (0 - 5)	Weighted Score (%)	Min Score Achieved
2	2	YES

Score (0 - 5)	Weighted Score (%)	Min Score Achieved
2	2	YES

Score (0 - 5)	Weighted Score (%)	Min Score Achieved
2	2	YES

I the undersigned agree the above listed scores are a true reflection of the evaluation panel, and the results are based on the facts, experience, qualifications and assessment of the information and subsequent information provided by the applicants.



DATE 9/3/20

DATE

DATE 9/3/20

DATE 9/3/20

DATE 10/3/20





## **PRE-QUALIFICATION QUESTIONNAIRE**

**TENDER REFERENCE: 7192**

**Framework Agreement for the Supply of IP HD Cameras  
and PTZ CCTV Cameras for use at Level Crossings**

**CLOSING DATE FOR RETURN OF COMPLETED QUESTIONNAIRE:  
12pm noon on 13th May 2019**

**Issue Date of PQQ: 12th April 2019**

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Part 2: Minimum Qualification Criteria (and Reliance on Resources if applicable)

Part 3: Economic and Financial Capacity Selection Criteria (and Reliance on Resources if applicable)

Part 4: Technical/Professional Ability Selection Criteria: EXPERIENCE (and Reliance on Resources if applicable)(and information on any proposed Sub-Contractors)

Part 5: Technical/Professional Ability Selection Criteria: COMPANY RESOURCES (and Reliance on Resources if applicable)

Part 6: Quality Management Systems and Environmental Policy

Part 7: Health and Safety

Part 8: DECLARATION OF ELIGIBILITY (to be completed by each Sub-Contractor as well as Applicant, and each member of a Consortium)

**APPENDIX 2 – REQUIREMENTS CONCERNING CONSORTIUM/GROUPS****APPENDIX 3 – REQUIREMENTS CONCERNING SUB-CONTRACTORS****APPENDIX 4 – APPLICANT’S STATEMENT OF CONFIRMATION ENCLOSING THE COMPLETED QUESTIONNAIRE (including consents relating to the GDPR and Data Protection)**



**IMPORTANT NOTICE/INTRODUCTION**

1. Iarnród Éireann-Irish Rail (“**IE**”), is the Contracting Authority in respect of the competition the subject of this procurement process and this Pre-Qualification Questionnaire. IE is a designated activity company, limited by shares, registered in Ireland under the Companies Act 2014 with registration number 119571 and having its registered office at Connolly Station, Amiens Street, Dublin 1, Ireland.
2. IE operates in the transport sector and is a utility and its procurement procedures are governed by the Utilities Directive (2014/25/EU) of the European Parliament and Council dated 26 February 2014 (the “**Utilities Directive**”), and the implementing Irish national legislation and the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No 286 of 2016, as amended)(the “**Utilities Regulations**”).
3. The entire of this document, including all of this Sections, clauses, and paragraphs and the Questionnaire set out herein and any attachments or exhibits attached hereto (whether in electronic form or otherwise) is referred to as the “**Pre-Qualification Questionnaire**” or “**PQQ**”. The Questionnaire to be completed by Applicants in Appendix 1 is referred to as the “**Questionnaire**”.
4. The “**Applicant**” is a person/group of persons/economic operator(s) who have expressed an interest in this competition and who wish to be considered for the contract award and next stage of the process, and who are referred to in section 2 of this PQQ.
5. The Pre-Qualification stage of this procurement process may be cancelled at any time by notice in writing issued by IE to the Applicants without any liability attaching to IE in respect thereof and no compensation or payment of any kind shall be payable to any Applicant or any other person in the event of cancellation or termination of this procurement process. IE is not liable for Applicants’ costs or expenses arising in connection with this pre-qualification stage or any other stage of this procurement process, irrespective of the outcome of this competition, or if the competition is cancelled or postponed.
6. Neither IE nor any of its directors, officers, managers, employees, advisers, servants or agents, warrant or represent that this document, or any other information given to Applicants, is accurate or complete, and they do not accept liability for any error, misstatement, or omission (negligent or otherwise) in this document, or in any other information given to Applicants. Neither IE nor any of its directors, managers, officers, employees, advisers, servants or agents owes any duty of care to any recipient of this PQQ either in relation to this PQQ or any other information that an Applicant may receive at any time.

**1. DESCRIPTION OF THE CONTRACT BEING PROCURED****1.1 FRAMEWORK AGREEMENT FOR THE SUPPLY OF IP HD CAMERAS AND PTZ CCTV CAMERAS AT LEVEL CROSSINGS**

This is a call to competition by IE for the procurement of THE SUPPLY OF IP HD CAMERAS AND PTZ CCTV CAMERAS AT LEVEL CROSSINGS (the “Contract”). *[refer to Contract Notice issued in OJEU or e-tenders and give the date and reference].*

This is Single Supplier Framework Agreement with two Lots;

Lot One: Supply of IP HD Cameras

This equipment is required to upgrade current composite CCTV sites and integrate with current IP CCTV sites. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:

- Bullet cameras
- HD Dome cameras
- HD Micro cameras
- Wide angle / panorarmic cameras
- Licence plate cameras
- Relevant accessories for all camers and equipment

Lot Two: Supply of PTZ CCTV Cameras for use at Level Crossings

This equipment is required to replace existing stationary cameras currently in use at Level Crossings, will be controlled from an equipment room located at Level Crossings and viewed remotely by a signalman. A full technical specification will be provided at tender stage. The requirements include, but are not limited to:

- Analogue image with low voltage power supply.
- Lens with a minimum of 64 degree wide angle
- Pole top and wall mounts
- Pelco P 9600 control protocol
- A wiper which can be triggered remotely by a dry contact separate from the keyboard.
- Following restart after power loss/reset, the camera must automatically move to a preset location.
- Capability to operate at a distance of 80m from its power supply and connection junction box.
- The height of the on-screen text must take up approximately 6 percent of the screen.
- It must be possible to position the text at any position on the screen

The requirement for both Lots includes the supply of Cameras associated hardware and software to various locations including but not limited Limerick, Dublin, Cork and West Port. The requirement is supply and delivery of equipment only; design, installation and maintainance are not required under either Lot of this Framework Agreement.

As this is a single Supplier Framework, one Supplier will be the sole supplier for each Lot. Bidders are able to bid for both Lots.

Spend and quantities of equipment under both Lot are not guaranteed under this Framework.

**1.2 DURATION OF CONTRACT AND FORM OF CONTRACT**

The Contract the subject of this competition is a contract for four years with no option extend.

Call offs under both Lots on the Framework will be awarded in accordance with terms and conditions of the Framework.

The form of Contract will be issued with the Invitation to Tender (ITT) at the ITT stage of this procurement process, to all Applicants who pre-qualify for the ITT stage of the process, under this PQQ, subject to IE's decision (in its sole discretion) to proceed to the ITT stage of the competition.

## 2. THE APPLICANT

### 2.1 INDIVIDUAL ENTITIES/GROUPS/CONSORTIUM

A person who has reviewed the Contract Notice published by IE for this competition and wishes to be considered for award of this contract, and has submitted a completed Questionnaire and returned all supporting documentation requested. In order to qualify for the next stage of the competition, all applicants must satisfy the "Selection Criteria" set out in section 5 of this PQQ.

A person who submits a completed Questionnaire is referred to as the "**Applicant**". This may be a natural person or sole trader, or a single corporate entity such as a company, or the person may consist of an applicant who is acting as a "**Prime Contractor**" who is proposing another person or persons as a "**Sub-Contractor**".

The Applicant may also consist of a consortium or group (referred to here as a "**Consortium**") specifically coming together as a group (whether incorporated or unincorporated), to tender for this Contract, such as a joint venture or a partnership, and including where a group proposes to contract through an SPV (Special Purpose Vehicle), or where one or more members of a consortium act as the lead member/members and where other members of the group act as sub-contractors, while being members of the consortium.

If an Applicant consists of a Consortium, a single nominated entity who is authorised to represent all members of the Consortium must be identified in Part 1 of Questionnaire.

The Applicant must set out its proposed structure in Part 1 of the Questionnaire (in **Appendix 1**). Where the Applicant consists of a Consortium, refer also to **Appendix 2** (requirements concerning Consortium Groups) and all members of the Consortium must complete a Questionnaire.

Note that a Consortium could also have sub-contractors in its group, who are being specifically designated as members of the Consortium and this needs to be identified by the Applicant where this is the case.

Where an Applicant consists of "Prime Contractor" and a Sub-Contractor, and they are not coming together in a group to form a consortium, this is not deemed to be a "Consortium" for the purposes of this PQQ and the Questionnaire must be completed by the Prime Contractor but note the requirements concerning Declarations (section 2.4 of this PQQ) and Reliance on Resources (section 2.3 of this PQQ).

Reference should be made to **Appendix 3** (requirements concerning Sub-Contractors), and note that the information concerning Sub-Contractors required by Appendix 3 will be required where Sub-Contractors form part of a Consortium and ALSO where Sub-Contractors do not form part of a Consortium.

In the case of any changes to any Consortium, please refer to section 2.5 of this PQQ.

### 2.2 SUB-CONTRACTORS

Firstly, Applicants must clearly identify in Part 1 of the Questionnaire, if they are proposing any persons/entities to act as a Sub-Contractor(s).

Secondly, Applicants must also identify in Part 1 of the Questionnaire, if the proposed Sub-Contractor is also to be part of a Consortium or not. If a Sub-Contractor is also a member of a Consortium, it must

complete a Questionnaire like all other members of the Consortium. If a proposed Sub-Contractor is not part of a Consortium but proposed for sub-contracting purposes only, they need not complete a Questionnaire but the Applicant must do so giving all information requested (however see requirements concerning Declarations (section 2.4) and Reliance on Resources (section 2.3)).

However in all cases, whether a Sub-Contractor is part of a Consortium or not, full information concerning proposed Sub-Contractors must be provided by all Applicants in Part 1 of the Questionnaire. IE is entitled to seek further information about the Applicant or any Sub-Contractors at any stage of the competition.

Thirdly, please note in addition, all Sub-Contractors will be required to complete and return a Declaration of Eligibility relating to the exclusion grounds under procurement law, referred to in Part 8 of the Questionnaire, whether they are part of a Consortium or not (refer to section 2.4 of this PQQ).

Fourthly, Applicants must clearly identify in Part 1 of the Questionnaire, whether they proposed to rely on a Sub-Contractor's resources for the purposes of fulfilling any of the Selection Criteria (refer to section 2.3 below on reliance on resources). If an Applicant is not relying on a Sub-Contractor for the purposes of fulfilling any of the Selection Criteria, but is still putting forward this person/entity as a Sub-Contractor for sub-contracting purposes only, this needs to be confirmed in Part 1 of the Questionnaire.

Fifthly, all Sub-Contractors must complete a Declaration of Eligibility in the form set out in Part 8 of the Questionnaire, regardless of whether they are part of a Consortium or not.

If there are grounds for mandatory exclusion of any Sub-Contractor, then the Sub-Contractor must be replaced. If the grounds for exclusion fall into the discretionary category, IE may require the Applicant at its discretion, to replace the Sub-Contractor.

Applicants should note that the Contract does not allow for the entire obligations of the contractor to be sub-contracted but part only, and also note that any sub-contracting under the Contract is at the sole discretion of IE who may withhold its consent.

In the case of any changes to Sub-Contractors, please refer to section 2.5 of this PQQ.

## 2.3 RELIANCE ON RESOURCES

If any Applicant wishes to rely on the resources of any person or other entity or entities (including for example, any Sub-Contractors), in order to fulfil any of the meet Selection Criteria set out in section 5 of this PQQ, including any minimum qualification criteria, it may do so whatever the nature of the legal link between itself the those persons/entities PROVIDED the Applicant can prove to the satisfaction of IE (in its absolute discretion) that it will have these necessary resources at its disposal when required, in accordance with Article 79 of the Utilities Directive and Regulations 86, 87, 88 and 89 of the Utilities Regulations.

If an Applicant seeks to rely on the resource of any other person or entity to fulfil any of the Selection Criteria:

- (a) the Applicant must set out in Parts 1, 2, 3, 4, 5, 6 and 7 of the Questionnaire its detailed responses as to what are the precise arrangements by which it proposes to rely on the capacity and resources of other persons or entities, if this arises, and this must be completed in the case of each of the Selection Criteria including Minimum qualification criteria referred to in section 5 of this PQQ, where it proposes to do so, and the relevant Parts of the Questionnaire must be completed in detail in relation to reliance on resources where this is relied upon by the Applicant;
- (b) a Declaration of Eligibility relating to the exclusionary grounds under procurement law, in the form set out in Part 8 of the Questionnaire, must be completed by all third parties (including any Sub-

Contractors) whom the Applicant intends to rely on for the purposes of fulfilling any of the Selection Criteria (including the minimum qualification criteria);

- (c) the Applicant must prove to the satisfaction of IE that the necessary resources will be made available to it, for the purposes of fulfilling the Contract if it is awarded (as required by Article 79 of the Utilities Directive and Regulations 86(3) and 87(3) of the Utilities Regulations), and in this regard IE may require, in this regard, a legally binding Letter of Undertaking/Letter of Support from such other third party confirming that it will provide the necessary support to the Applicant for the purposes required by the Applicant. This Letter of Undertaking /Letter of Support must be executed as a deed or otherwise by a duly authorised person who is duly authorised to bind the third party and must specifically refer to this competition and the name of the Contract, name of Applicant, and nature of resources being provided by the third party that the Applicant proposes to rely on;
- (d) the Applicant must provide such other evidence and supporting documentation on request from IE, that is sufficient to demonstrate that it can satisfy the Selection Criteria or any one of them, and in relation to any reliance on resources of any third party.

If the above conditions are not met, the Applicant shall be excluded from further participation in the competition.

Please also see item (8) of section 4.1 of this PQQ.

## **2.4 DECLARATIONS**

The Applicant must complete a Declaration of Eligibility (Part 8 of the Questionnaire).

All members of a Consortium must complete a Declaration of Eligibility (as well as completing the Questionnaire) and they must be returned by the Applicant.

All Sub-Contractors being proposed (whether part of a Consortium or not) must complete a Declaration of Eligibility and the Applicant return these.

All persons whom an Applicant relies on for resources, in order to fulfil any of the Selection Criteria (including any minimum qualification criteria), a Declaration of Eligibility must be completed by that third party (including any Sub-Contractor whose resources are being relied upon).

## **2.5 CHANGES**

IE has the right to verify any information or documentation received at any stage of the competition.

Where there is any change or proposed change in the details concerning Consortium or any Sub-Contractor or Applicant (whether as Prime Contractor or otherwise), all such changes must be notified in writing to IE. IE will assess any proposed change against the applicable "Selection Criteria", to ensure all requirements continue to be met. In any instance, where the proposed change fails to continue to meet all requirements this will result in the rejection of the proposed change.

## **3. THE PROCUREMENT PROCESS**

IE published a call to competition for THE SUPPLY OF IP HD CAMERAS AND PTZ CCTV CAMERAS AT LEVEL CROSSINGS on the 12<sup>th</sup> day of April 2019 [in the Official Journal of the EU (the OJEU) under Reference Number: [ ] [on the Irish E-Tenders website, [www.etenders.gov.ie](http://www.etenders.gov.ie) on the 12<sup>th</sup> day of April 2019.

### **3.1 TWO-STAGE PROCESS**

The procurement process for the award of this Contract consists of 2 distinct stages: a pre-qualification stage and a tender stage (or award stage). The pre-qualification process, conditions and selection criteria detailed in this document. All Applicants will be treated equally and have an opportunity to pre-qualify.

### 3.2 SHORTLISTING PROCESS

IE anticipates that it will, following the PQQ stage of this procurement process, have established a shortlist of pre-qualified Applicants. Eight for each Lot.

### 3.3 TENDER PROCESS

The tender stage, or award stage of this procurement process will commence when IE issues an ITT to each shortlisted Applicant that has been shortlisted under this PQQ and its procedures.

If IE decides (in its absolute discretion) to proceed to tender stage, it will provide each shortlisted Applicant with the following detailed documentation or access to documentation, as part of the documentation making up the ITT that will include the following:

- (a) detailed information regarding the procedures to be followed during the tender stage/award process including the award criteria and methodology;
- (b) a draft of the form of Contract;
- (c) Scope of services/technical specifications for the Contract.

Applicants should note that those who have been shortlisted to proceed to tender stage, will be required to comply with the insurance requirements of the Contract and be required to be in possession of and produce a Tax Clearance Certificate from the Revenue Commissioners of Ireland at time of contract award.

### 3.4 PROPOSED TIMESCALE AND ANTICIPATED PROGRAMME

IE expects to undertake this procurement process in accordance with the indicative timescale and programme set out below:

ACTIVITY/MILESTONE	ANTICIPATED DATE
RETURN OF COMPLETED PQQS	13 <sup>th</sup> May 2019
ISSUE OF ITT (INVITATION TO TENDER)	Late May /early June 2019
RETURN OF TENDERS	June 2019
CONTRACT AWARD/ISSUE OF NOTIFICATIONS TO TENDERERS	July 2019

### 3.5 REGULATORY FRAMEWORK/UTILITIES/EU THRESHOLDS

IE is a utility providing transport services and is governed by public procurement law applicable to entities operating in the Utilities Sector.

## 4. PROCEDURAL REQUIREMENTS

The Questionnaire must be completed in the prescribed form. Failure to provide the requested information, omission of supporting documentation and the provision of incomplete or misleading information may result in exclusion from the procurement process. A summary of the procedure for pre-qualification of Applicants under this procurement process is as follows:

- (a) each Questionnaire returned will be checked to ensure that the Applicant has complied with any applicable procedural requirements and that the Questionnaire has been submitted on time within the deadline for submissions set by this PQQ and is complete. Applicants who do not comply may be eliminated at this point;

- (b) each Questionnaire will be checked to see if any of the mandatory or discretionary exclusionary criteria apply to it (refer to the Declaration at Part 8 of Questionnaire);
- (c) each Questionnaire will be checked to ensure that the Applicant complies with the pre-conditions for pre-qualification set out in section 4 of this PQQ. Applicants who do not comply may be eliminated at this point;
- (d) each Questionnaire will be checked to ensure that the Applicant meets the minimum qualification criteria which are set out in section 5.1 of this PQQ. Applicants who do not meet the minimum qualification criteria will be eliminated at this point;
- (e) all Applicants who have passed the previous stages set out above, will then proceed to be evaluated under the further selection criteria set out in this PQQ and a further evaluation or shortlisting exercise will be carried out at this stage;
- (f) IE will then inform Applicants in writing of the outcome of the pre-qualification procedures and will inform Applicants whether or not they have been shortlisted; and
- (g) Shortlisted Applicants will be invited to tender and issued with the ITT documentation, if IE decides (in its sole discretion) to proceed to the tender stage.

#### 4.1 PRE-CONDITIONS FOR QUALIFICATION AND SHORTLISTING

- (1) Completion of Appendix 1 (Pre-Qualification Questionnaire)  
Applicants must complete all Parts of Appendix 1 (the Pre-Qualification Questionnaire). This is without prejudice to the completion of the European Single Procurement Document (the “**ESPD**”) by any Applicant (which ESPD is referred to in Article 59 of Directive 2014/24/EU (the “**Public Sector Directive**”) which is referenced in Article 80(3) of the Utilities Directive and nothing in this PQQ shall prevent an Applicant from submitting an ESPD;
- (2) Declaration in Part 2 of the Questionnaire relating to meeting the minimum qualification criteria, is required to be completed by Applicants and any other entity on whom reliance on resources is sought to be relied upon;
- (3) Declaration in Part 8 of the Questionnaire relating to mandatory exclusionary criteria and discretionary exclusionary criteria, referred to in the Utilities Directive, to be completed by the Applicant and any other entity on whom reliance on resources is sought to be relied upon and by all Sub-Contractors (without prejudice to any declarations made in any ESPD document submitted by an Applicant and any other entity);
- (4) Statement of Confirmation (Appendix 4) to be completed by the Applicant and furnished to IE with the completed PQQ, confirming acceptance of terms and conditions of this PQQ and confirming all declarations and information has been submitted;
- (5) Compliance with Appendix 2 (Consortium Submission requirements) to be completed by the Applicant where applicable;
- (6) Compliance with Appendix 3 (Sub-Contractors) – to be completed where applicable
- (7) Conflicts of Interest: The Applicant including all its members where it is a grouping or consortium, must be able to comply with IE’s policy on conflicts of interest (as set out in this PQQ), as a pre-condition for qualification;

- (8) Verification: IE reserves the right to seek verification from any Applicant, at any stage during the competition, (including the pre-qualification stage, invitation to tender stage and contract award stage) in relation to any item, data or information supplied or in relation to any item referred to in any of the Declarations to be completed and referred to in the Appendices to this PQQ, and to seek verification of evidence of any remedial measures taken by the Applicant to demonstrate its reliability despite the existence of a relevant exclusionary ground, as such reliability measures as are referred to in Article 57(6) of the Public Sector Directive (2014/25/EU) which is referenced in Article 80(1) of the Utilities Directive, and/or to verify its compliance with the selection criteria set out herein and seek supporting documents/references/clarifications.

**\*\*NOTE:** If an Applicant, at any stage during the competition, refuses to provide evidence which is considered by IE to be sufficient to demonstrate (a) compliance with the Selection Criteria or (b) the Applicant’s reliability despite the existence of a relevant exclusionary ground, it shall be excluded from the competition, and this shall include evidence required in relation to any member of a consortium or in relation to any entity on whom the Applicant relies in order to fulfil any of the Selection Criteria.

IE reserves the right to require the Applicant to replace any entity who does not fulfil the Selection Criteria, or in respect of which a ground for exclusion exists, and where remedial measures are produced which are not satisfactory in the opinion of IE (in its absolute discretion). Where an Applicant is required to replace an entity in respect of which there are grounds for exclusion (on whom it is seeking to rely), and the replacement entity does not fulfil the selection criteria, or is also entity in respect of which there are grounds for exclusion, it may be excluded from the competition.

- (9) National Databases: The provisions of this Section 4.1 are without prejudice to the availability of any supporting documents/certifications etc. as may become available on any national database or online repository of certificates, that is made available by Ireland as a Member State of the EU on its implementation of the Utilities Directive 2014/25/EU.

Shortlisting of Applicants who meet the pre-conditions for qualification and minimum qualification criteria, will be carried out in a non-discriminatory manner and on the basis of equality of treatment of such Applicants, based on the objective rules and criteria set out in this PQQ, and in accordance with all applicable law including the Utilities Directive 2014/25/EU.

**4.2 FORMAT OF PQQ SUBMISSIONS AND RETURN OF PQQ**

PQQ submissions and the duly completed Questionnaire should be submitted via the e-tenders portal only.

<b>(QUESTIONNAIRE)</b>	<b>SUBJECT MATTER OF PART – update as necessary</b>
<b>Part 1</b>	<b>Applicant Details and General Information</b>
<b>Part 2</b>	<b>Information/Declaration re Minimum Qualification Criteria</b>
<b>Part 3</b>	<b>Not Used</b>
<b>Part 4</b>	<b>Technical/Professional Ability: Relevant Experience</b>
<b>Part 5</b>	<b>Technical/Professional Ability: Company Resources</b>
<b>Part 6</b>	<b>Quality Management Systems and Environmental Policy</b>
<b>Part 7</b>	<b>Health and Safety</b>
<b>Part 8</b>	<b>Declaration of Eligibility</b>
<b>Appendix 2</b>	<b>Consortium Requirements (where applicable)</b>



<b>Appendix 3</b>	<b>Sub-Contractors (where applicable)</b>
<b>Appendix 4</b>	<b>Applicant's Statement of Confirmation enclosing completed PQQ</b>

All electronic copies must be in PDF portable document format. The Questionnaire as submitted, must identify where text should be supported by additional information in the form of, for example, management and contract structure charts. Applicants are required to provide all details which they consider necessary to provide a sufficient response to each Part and Appendix of the PQQ including client contact details where requested.

#### 4.3 DEADLINE FOR PQQ SUBMISSIONS

The fully completed Questionnaire and all submissions relating to it must be submitted via the e-tenders portal only on or before **the date that is the set as the deadline** for PQQ submissions that is stated on the front cover of this PQQ.

### 5. SELECTION CRITERIA

#### 5.1 MINIMUM QUALIFICATION CRITERIA

The minimum qualification criteria that each Applicant must satisfy in order to proceed to the next stage of the qualification evaluation are as follows:

##### (1) Minimum Financial Qualification Criteria: (PASS/FAIL)

**TURNOVER FOR LOT ONE (exclusive of VAT):** A minimum annual turnover of **€266,500.00** per annum for the last three audited financial year ends. Applicants must provide evidence of turnover that is satisfactory to IE, [by way of signed auditor's statement and a copy of the audited accounts for the last three financial years]. A signed Declaration in the Minimum Qualification Criteria in the form set out in Part 2 of the Questionnaire must be submitted.

**TURNOVER FOR LOT TWO (exclusive of VAT):** A minimum annual turnover of **€1,250,000.00** per annum for the last three audited financial year ends. Applicants must provide evidence of turnover that is satisfactory to IE, [by way of signed auditor's statement and a copy of the audited accounts for the last three financial years]. A signed Declaration in the Minimum Qualification Criteria in the form set out in Part 2 of the Questionnaire must be submitted

Reliance on resources to meet Turnover Requirement: Where the Applicant seeks to rely on the resources of any third party to meet the above stated Minimum financial qualification criteria of Turnover, in addition to the requirements under section 2.3 of this PQQ, and furnish the necessary Declarations of Eligibility, it must provide evidence of the turnover for such other persons/entities for each of the financial years listed above and prove to IE that the necessary resources will be available to it when required, whether by way of a signed auditor's statement or similar.

Reliance on a Consortium Member: Where an Applicant who is a consortium, seeks to rely on the resources of its lead consortium member, or other consortium member, or whether a Sub-Contractor who is a member of a Consortium, to satisfy the above stated Minimum qualification financial criteria, this must be stated in the Declaration set out in Part 2 of the Questionnaire and the conditions of section 2.3 (reliance on resources) must be met and the relevant Declarations furnished..

Reliance on a Sub-Contractor: Where an Applicant seeks to rely on the resources of a Sub-Contractor, where it is not part of a Consortium, to satisfy the above stated Minimum qualification financial criteria, this must be stated in the Declaration set out in Part 2 of the Questionnaire and the conditions of section 2.3 (reliance on resources) must be met and the relevant Declarations furnished.

**Parent company:** Where the Applicant is a subsidiary and relying on its parent company to meet the Minimum turnover requirements, the details required by this section must also be provided by the parent company, and a Declaration of Eligibility from the parent company provided in accordance with section 2.3 of this PQQ.

IE reserves the right to conduct any due diligence checks to assess financial capacity to undertake the services.

**Reliance on resources** – If the Applicant is relying on the resource of any third party/Sub-Contractor/Consortium member to fulfil the Economic and Financial Capacity Selection Criteria, full details are required as per section 2.3 of the PQQ and Part 3 Questionnaire.

## 5.2 TECHNICAL/PROFESSIONAL ABILITY

The following table sets out the further shortlisting criteria in respect of the technical and/or professional ability of Applicants. The scoring methodology allocated to these criteria is set out in section 6 of this PQQ. IE reserves the right to seek feedback from the client references provided.

**Table to be amended as appropriate [ALL SUB-CRITERIA, IF ANY, MUST BE SET OUT UNDER EACH HEADING WHERE THEY ARE REQUIRED BY IE]**

f

Technical and Professional Ability Criteria	Weighting	Cross reference in Questionnaire	Minimum Rule/Minimum Score
Relevant Experience of Applicant	50% 5,000 points available	Part 4, Appendix 1	Applicant must score a <b>minimum of 40%</b> of the allocated score under this criteria.
Company/ Technical Resources	25% 2,500 points available	Part 5, Appendix 1	Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.
Quality Management Systems and	20% 2,000 points available	Part 6, Appendix 1	Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.
Environmental Policy	5% 500 points available	Part 6, Appendix 1	Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.
<b>TOTAL</b>	<b>100%</b> <b>10,000 points</b>		
Technical and Professional Ability Criteria	Weighting	Cross reference in Questionnaire	Minimum Rule/Minimum Score

**Reliance on resources** – If the Applicant is relying on the resource of any third party/Sub-Contractor/Consortium member to fulfil the Technical and Profession Selection Criteria, full details are required as per section 2.3 of the PQQ and Part 4 Questionnaire. In particular, if experience of any Sub-Contractor or third party/Consortium member is being relied upon to fulfil this Selection Criteria, relevant

examples of experience of the Sub-Contractor/Consortium member/ third party should be provided in Part 4 and in relation to resources, the details should be provided in Part 5 of the Questionnaire.

**6. SCORING METHODOLOGY FOR SELECTION CRITERIA (other than the Minimum Qualification Criteria which is Pass/Fail)**

Score	% of total mark available	Comment
5	100%	Excellent - Overall, the response is excellent and relevant. The response is comprehensive and demonstrates a thorough understanding of the criterion and provides details on how the criterion will be satisfied to a very high standard.
4	80%	Very Good - Overall, the response is very good and relevant. The response demonstrates a very good understanding of the criterion and provides details on how the criterion will be satisfied to a high standard.
3	60%	Good - Overall, the response is good and relevant. The response demonstrates a good understanding of the criterion and provides details on how the criterion will be satisfied to a good standard.
2	40%	Acceptable - Overall, the response is acceptable and relevant. The response demonstrates an acceptable understanding of the criterion and provides details on how the criterion will be satisfied to an adequate standard.
1	20%	Poor - Overall, the response is poor and only partially relevant. The response addresses the criterion in part but contains insufficient /limited detail or explanation to demonstrate how the criterion will be satisfied.
0	0%	Unacceptable - Nil or inadequate response. The response fails to satisfy the criterion in very significant respects.

Failure to meet the minimum threshold (where applicable) under the qualitative selection criteria shall result in disqualification.

**7. GENERAL CONDITIONS**

**7.1 INTERVIEWS/PRESENTATION MEETINGS**

Applicants may be requested to attend interviews in Dublin, Ireland in order to provide clarifications in relation to any information submitted pursuant to the requirements of this PQQ, at their own cost and IE shall not be liable for the costs or expenses of any Applicant attending in Dublin for such interviews.

**7.2 FURTHER INFORMATION/QUERIES AND CLARIFICATIONS**

QUERIES: Where the Applicant has any queries or observations regarding the meaning of any requirement or any other aspect of this qualification process, the Applicant should submit such queries via the e-tenders portal within Ten Working Days before the deadline for submission of completed PQQs that is set out in section 4.3 above. IE may, in its sole discretion, reply to queries received after that date.

REQUESTS FOR CLARIFICATION POST DEADLINE: IE may also seek clarifications from Applicants in relation to their PQQ submissions received.

**7.3 CONFIDENTIALITY AND CONFIDENTIAL OR POTENTIALLY CONFIDENTIAL QUERIES/ANNOUNCEMENTS**

If an Applicant believes a query relates to a confidential or commercially sensitive matter it must clearly state the reason why the Applicant considers its query “confidential” or “commercially sensitive” and must mark its query as “Confidential” and/or “Commercially Sensitive”.

Where IE is satisfied, in its sole discretion, that the query/request and/or its response should properly be regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to the requirements of any law or applicable requirements).

Where IE is of the opinion that it would be inappropriate to answer the query/request on a confidential basis, it will notify the Applicant and require the Applicant to either withdraw the query or to raise any objection within three (3) Working Days of such notification and state grounds for its objection.

Where the Applicant does not withdraw the query/request or raise any objection within the specified period, or IE is of the opinion that, notwithstanding the objection of the Applicant the query/request is not confidential or commercially sensitive, IE may include the query/request and its response to all Applicants in the relevant circular/notice. As noted in Section 7.2, the identity of Applicants raising individual queries will not be disclosed in such circular/notices.

Subject to the above, it is a requirement of IE that all exchanges shall be kept confidential by the Applicants and not disclosed to any person, save as may be required by law. Applicants will also be asked to enter into Confidentiality Undertakings/Agreements should it become appropriate to release confidential information to them. IE requires that all information provided by Applicants or by IE pursuant to this PQQ be treated in strictest confidence by Applicants, and by submitting an application, Applicants shall be deemed to so acknowledge and agree.

IE has the right to disclose to any party information concerning the Contract, the [identity of the Applicants] this procurement process and the qualification and tender documentation at any time that is allowed under applicable law.

#### **7.4 FREEDOM OF INFORMATION**

IE is subject to the Freedom of Information Act 2014 (the “FOI Act”) for its activities, other than in relation to its freight business and Rosslare Europort. CIE is an exempt agency under the FOI Act.

Applicants should therefore indicate what parts of their application/submission of completed PQQs are commercially sensitive and what parts they consider should be kept confidential, which is a separate matter from dealing with any freedom of information requests (FOI requests) that IE may receive under the FOI Act. IE will make reasonable efforts to consult with Applicants in all cases where an FOI request has been received, that may affect information the Applicant(s) consider confidential or commercially sensitive, before making a decision on such FOI requests. IE may decide, while taking into account requests of Applicants that specific information should not be disclosed, that such information should not be categorised as confidential or commercially sensitive and in that instance may decide to disclose such information. It is not sufficient or acceptable that an Applicant would include a statement that all of its information is confidential or commercially sensitive. IE may disclose all information provided by Applicants to its lawyers, auditors or other professional advisers under appropriate terms of confidentiality as it deems necessary. In addition, to the above, nothing in this PQQ will prevent IE from disclosing any information, data or materials that is required to be disclosed under applicable law, including the FOI Act.

#### **7.5 DATA PROTECTION AND GDPR (General Data Protection Regulation)**

IE, as Contracting Authority for this competition, will be a “Data Controller” within the meaning of the “Data Protection Legislation” (as defined herein), in respect of any “Personal Data” as defined under the Data Protection Legislation, required to be provided by Applicants in the PQQ Questionnaire (and any supporting documentation).

The Applicant, who is itself a “**Data Controller**” in respect of any “**Personal Data**” relating to any person provided by it in its completed Questionnaire (and in any supporting documentation), is required to confirm, in the Applicant’s Statement of Confirmation (Appendix 4 of this PQQ), that all “**Data Subjects**” (as defined in the Data Protection Legislation) whose Personal Data has been provided by the Applicant to IE as part of its application at this stage of the competition, have consented to the processing of such Personal Data by the Applicant, by Consortium members where the Applicant is Consortium, by the Applicant where the Applicant is a Prime Contractor with a Sub-Contractor and not a Consortium, and by IE as Contracting Authority and IE’s Evaluation Team, for the purposes of participation by the Applicant in this competition OR that the Applicant has otherwise a legal basis (as identified under the Data Protection Legislation) for providing such Personal data to IE as Contracting Authority for the purposes of participating in this competition.

“**Data Protection Legislation**” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Data Protection Acts 1988 to 2018 of Ireland, Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”), and any guidelines and codes of practice issued by the Data Protection Commissioner of Ireland or any other supervisory authority for data protection in Ireland from time to time.

## 7.6 CONFLICTS OF INTEREST

- (1) It is a pre-condition for each Applicant to pre-qualify that it complies with IE’s policy on conflict of interest set out in this PQQ.
- (2) No person may be a member of more than one Applicant other than as a Sub-Contractor or where the entity is the supplier of proprietary goods/services.
- (3) Applicants are expressly and strictly prohibited from discussing any aspect of their Questionnaire or pre-qualification submission with any other Applicant or members of any other Applicant or otherwise exchanging information or colluding in respect of the goods/services required. Any Applicant who fails to comply with this requirement may be disqualified.
- (4) Any conflicts of interest or potential conflicts of interest that an Applicant (or any member of an Applicant) has with IE or CIE or any member of the CIE Group of companies, or with any other Applicant must be fully disclosed to IE, as soon as they become apparent.
- (5) No Applicant, nor any member of an Applicant, nor any of an Applicant’s advisers, consultants, servants or agents may currently be or have been in the past, an adviser, contractor, consultant, servant or agent to IE in relation to the subject of this procurement process where such involvement could or would lead to a conflict of interest or potential conflict of interest. In such circumstances all relevant information must be disclosed to IE in advance (on or prior to the deadline for PQQ submissions) and IE will advise, in its absolute discretion, on the appropriate course of action.
- (6) In the event of any conflict or potential conflict of interest, IE may invite Applicant(s) to propose the means or mechanisms by which the conflict or potential conflict may be resolved or dealt with and clarify any mitigation systems in place to deal with any conflicts of interest or potential conflicts of interest and to provide supporting documentation in relation to such mechanisms or mitigation systems.
- (7) IE will, in its absolute discretion, decide on the appropriate course of action which may, in appropriate circumstances, include elimination of an Applicant(s) from this competition and/or terminating any contract entered into with an Applicant or IE may permit the situation to continue provided and conditional upon certain safeguards being put in place and being observed.

- (8) Any “registrable interest” as defined in the Ethics in Public Office Acts, involving the Applicant and/or IE, CIE or any member of the CIE Group, or any member of the Government or Oireachtas or their relatives, must be fully disclosed when responding to this PQQ, or should be communicated to IE immediately where such information becomes known to the Applicant only after submission of a response and duly completed PQQ, and prior to the award of any contract, and IE will, in its sole discretion, decide on the appropriate course of action, which may in appropriate circumstances, result in the Applicant being eliminated from this competition or in any contract with the Applicant being terminated. “Registrable interest” and “relative” are as defined in the Ethics in Public Office Acts.

#### **7.7 ANTI-COLLUSION/INDUCEMENTS/INTERFERENCE**

Applicants are strictly prohibited from discussing any aspect of their application with any other Applicants or otherwise exchanging information or colluding in respect of any matter relating to this procurement process and this competition. Any Applicant (or any member of any Applicant) who fails to comply with this requirement may be disqualified.

## **APPENDIX 1 - PRE-QUALIFICATION QUESTIONNAIRE**

### **GUIDANCE NOTE**

**Appendix 1:** The Applicant must complete this QUESTIONNAIRE. This QUESTIONNAIRE is divided into 8 Parts, all of which must be completed unless otherwise stated. This QUESTIONNAIRE is available in soft copy in Word format and Applicants are permitted to add additional sections to tables etc. as required. There are 2 Declarations in Appendix 1 (in Part 2 and Part 8) which must be completed also.

**Appendix 2:** Where the Applicant is a Consortium, Applicants should note the requirements of Appendix 2 of the PQQ document. EACH MEMBER of a Consortium must complete the QUESTIONNAIRE.

**Appendix 3:** Where the Applicant is proposing a Sub-Contractor, Appendix 3 on Sub-Contractors must be complied with.

**Appendix 4:** Applicants must complete the Statement of Confirmation set out in Appendix 3 and submit this with their fully completed PQQ.

**ENGLISH LANGUAGE:** All parts of the PQQ in Appendix 1, Appendix 2, and Appendix 3 must be completed in the English language.

Please note that all financial information should be denominated in **euro (€)**, except where financial information is being provided in a certified supporting document such as a set of financial statements where it is sufficient for the information to remain in its original currency.

Where information is required by more than one Part in this QUESTIONNAIRE, it need only be provided once BUT its location within this QUESTIONNAIRE MUST be clearly referenced in all other Parts to which it relates. This does not apply to reliance on resources where the specific details of how the Applicant proposes to rely on the resources of others to meet any of the selection criteria (including the minimum qualification criteria, or further selection criteria relating to economic and financial capacity or technical or professional ability) set out in this PQQ.

If any of the Parts in this QUESTIONNAIRE are not relevant to an Applicant, please insert "N/A" or "Not Applicable". Do not leave blanks.

Unless a specific date has been included in the PQQ or QUESTIONNAIRE in relation to the relevant question, where there is any reference in the PQQ or QUESTIONNAIRE to experience within a previous number of years, this means experience gained within the relevant multiple of consecutive twelve (12) month periods occurring prior to the date of issue of the contract notice for the Contract.

## **PART 1 APPLICANT DETAILS/INFORMATION (INCLUDING INFORMATION RE GROUPING/CONSORTIUM BIDS/PRIME CONTRACTOR/SUB-CONTRACTORS)**

The answers to the questions in Part 1 must be provided by the Applicant. If the Applicant is a Consortium, refer to Appendix 2, each member of the Consortium must complete a Questionnaire (including any Sub-Contractor who is also a member of a Consortium). The Applicant, when submitting on behalf of a Consortium must be authorised to do so on behalf of all members of the Consortium. If the Applicant is a Prime Contractor and has a Sub-Contractor, but this is not being proposed as a Consortium, but only for sub-contracting purposes, the Sub-Contractor must supply a Declaration in the form set out in Part 8.

### **1.1 APPLICANT**

<b>1.1</b>	Full Company Name (full legal name)		
<b>1.2</b>	Business Name/Trading as:		
<b>1.3</b>	Incorporated under the laws of [ <i>identify country of incorporation</i> ]		
<b>1.4</b>	Registered Address/Registered Office		
<b>1.5</b>	Company registration number:		
<b>1.6</b>	Contact details for queries in relation to this questionnaire	Name	
		Email	
		Telephone	
		Company Website	
<b>1.7</b>	VAT Number		
<b>1.8</b>	Directors names and titles		
<b>1.9</b>	Name of Company Secretary		
<b>1.10</b>	Parent Company (where relevant) Details of country of incorporation, shareholding in Applicant, registered office, registered number		
<b>1.11</b>	Names and addresses (full legal names, and registered offices, business addresses) of parties on whose resources the Applicant is relying (if applicable)		



1.12	If the Applicant is a Consortium, confirm if the Applicant is authorised to submit this application on behalf of the Consortium	Tick: <b>Yes</b> <span style="margin-left: 150px;"><b>No</b></span> (supply evidence of authorisation)
1.13	If Applicant is a Consortium supply names of all members of the Consortium (including any Sub-Contractors who are members of the Consortium) and identify proposed lead members if any/roles of each member of the Consortium and details as per 1.2 of this Part 1 Questionnaire	
1.14	If Applicant is a Prime Contractor with a Sub-Contractor but not a Consortium structure (i.e. sub-contracting purposes only for the Sub-Contractor), identify name of Sub-Contractor (s) and full details as per the details required for the Applicant in sections 1.1 – 1.12 inclusive of this Part 1	
1.15	Identify name, email and contact details (phone number), address, title of person who is authorised to be point of contact for IE as Contracting Authority for all Consortia/groups which are not consortia (Prime Contractor and Sub-Contractor)	

## 1.2 APPLICANT STRUCTURE

Is the Applicant a single entity or is it a Consortium (see definition in the PQQ at section 2.1) or Prime Contractor/Sub-Contractor:

*Tick as appropriate*

Single Entity  Consortium  Prime Contractor/Sub-Contractor

[list names/roles/structure]

I/we confirm that the representative named Part 1.1 above is authorised to act as agent on behalf of the Applicant and the principal contact for the Applicant in dealings with IE.

*(Please note: Power of Attorney not required at this stage)*

**Signed (to be completed by the Applicant and if the Applicant is a Consortium, SEPARATELY by EACH Member)**

Signature and DATE	Name	Title	For and on behalf of (Member's name to be stated in full)
Signed: Name: Dated:			
Signed: Name: Dated:			

<b>Signed:</b>			
<b>Name:</b>			
<b>Dated:</b>			

### 1.3 DETAILS OF SUB-CONTRACTING ARRANGEMENTS

Details of all proposed sub-contracting arrangements, whether by a Consortium or an individual Applicant who is a Prime Contractor and proposes to use a Sub-Contractor for sub-contracting purposes only (but not as a Consortium), must be fully disclosed. (Note that all sub-contracting is subject to the prior written consent of IE under the terms of the Contract, in its absolute discretion and IE may withhold such consent in its absolute discretion and the details required by Appendix 3 submitted with this application.

Name of Proposed Sub-Contractor (full legal name, registered office, registered number, country of incorporation, trading or business name)	Role of Proposed Sub-Contractor

If the Sub –Contractors are members of a Consortium, they may be required to be jointly and severally liable to IE for the performance of the Contract, on any contract award.

Irrevocable letters of authority from each Sub-Contractor confirming their proposed role in the Applicant, whether as Sub-Contractor only, or also members of the consortium, (in which case the sub-contractor must also complete this Questionnaire), must also be enclosed.

Where reliance on resources of any Sub-Contractor is also sought by any Applicant to meet any of the Selection Criteria, a separate legally binding letter of authority must be included with the PQQ submission when returning in compliance with section 2.3 of the PQQ, identifying the specific nature of the reliance on resources in each case, to meet the specific qualitative selection criteria.

### 1.4 RELIANCE ON RESOURCES (to be completed separately by the Applicant or a Member)

Applicants refer to Section 2.3 of the PQQ in relation to the requirements on reliance on resources to meet any of the selection criteria.

*Tick if appropriate written evidence of such support/reliance on resources of others for financial and economic capacity (whether in respect of the minimum qualification financial criteria on turnover or any other selection criteria relating to economic and financial capacity set out in the PQQ, in compliance with section 2.3 of the PQQ*

Reference to where enclosed:

---

*Tick if appropriate written evidence of such support/reliance on resources of others to*

Reference to where enclosed:

---

meet any other Selection Criteria relating to technical and/or professional ability is enclosed, in compliance with section 2.3 of PQQ

**NOTE:** It is essential that where reliance on resources is sought from any other person or entity in respect of any of the Selection Criteria, whether of economic and financial capacity or of technical and/or professional ability, or both, full supporting evidence and accompanying documentation is provided in each relevant section/criteria where reliance on resources is sought, and the requirements of that section on reliance on resources under each criteria, are met, as per section 2.3 of the PQQ and the requirements of the Utilities Directive and Utilities Regulations.

**PART 2 (QUESTIONNAIRE) INFORMATION/DECLARATION RE MINIMUM QUALIFICATION CRITERIA**

**Minimum Qualification Criteria – Financial**

In the case of reliance upon the financial resources of another entity (see Section 5.1), **Part 2 must ALSO be completed by that other entity as well as Declaration of Eligibility to be furnished by the third party being relied upon.**

**Turnover Lot 1**

Please provide details of the annual turnover which must equal or exceed €1.25m per annum for the last three audited financial year ends.

*[IE adjust the turnover requirement as necessary to suit requirements of the competition]*

Audited accounts (last 3 years)		Current (y)	Y-1 year	Y-2 years	Y-3 years
<b>A</b>	Date of accounting year				
<b>B</b>	Annual turnover €				

In the case of a consortium, the turnover threshold must be met by the combined annual turnover of all members of the consortium in each of the last 3 audited financial years. Please provide a reconciliation of the turnover figure quoted below to the turnover figure as per the financial statements:

For each member of the consortium	y-1 year	y-2 year	y-3 year
Total			
Total per financial statements			

Tick to confirm that this meets the minimum qualification criteria in respect of turnover as outlined in this Part 2

Tick to confirm that supporting documentation (audited financial statements and / or certified statements of turnover from an independent accountant) has been provided with reference to this Part 2. Supporting documentation MUST be provided. If an Applicant is relying on resources of another entity/entities, the same information must be provided in relation to that entity/those entities.

Tick to confirm if Applicant is relying on combined turnover of consortium members or those of other any other persons/entities, in order to meet the minimum financial qualification criteria relating to turnover. In the case of an Applicant that is a consortium or grouping, the turnover requirement set out above may be met by the combined annual turnover of all members of the consortium in each of the last three audited financial years. Please provide a reconciliation of the turnover figure quoted below to the turnover figure as per the financial statements.

**DECLARATION SIGNED:** \_\_\_\_\_

**BY (FULL Name)**
**Duly Authorised for and on behalf of:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**Turnover Lot 2**

Please provide details of the annual turnover which must equal or exceed €266,000 per annum for the last three audited financial year ends.

*[IE adjust the turnover requirement as necessary to suit requirements of the competition]*

Audited accounts (last 3 years)		Current (y)	Y-1 year	Y-2 years	Y-3 years
<b>A</b>	Date of accounting year				
<b>B</b>	Annual turnover €				

In the case of a consortium, the turnover threshold must be met by the combined annual turnover of all members of the consortium in each of the last 3 audited financial years. Please provide a reconciliation of the turnover figure quoted below to the turnover figure as per the financial statements:

For each member of the consortium	y-1 year	y-2 year	y-3 year
Total			
Total per financial statements			

Tick to confirm that this meets the minimum qualification criteria in respect of turnover as outlined in this Part 2

Tick to confirm that supporting documentation (audited financial statements and / or certified statements of turnover from an independent accountant) has been provided with reference to this Part 2. Supporting documentation **MUST** be provided. If an Applicant is relying on resources of another entity/entities, the same information must be provided in relation to that entity/those entities.

Tick to confirm if Applicant is relying on combined turnover of consortium members or those of other any other persons/entities, in order to meet the minimum financial qualification criteria relating to turnover. In the case of an Applicant that is a consortium or grouping, the turnover requirement set out above may be met by the combined annual turnover of all members of the consortium in each of the last three audited financial years. Please provide a reconciliation of the turnover figure quoted below to the turnover figure as per the financial statements.

**DECLARATION SIGNED:** \_\_\_\_\_

**BY (FULL Name)**
**Duly Authorised for and on behalf of:** \_\_\_\_\_

DATED: \_\_\_\_\_

**PART 4 (QUESTIONNAIRE) TECHNICAL/PROFESSIONAL QUALITATIVE CRITERIA:  
 RELEVANT EXPERIENCE**

Please provide details in relation to **3 relevant contracts** completed by the Applicant or any of its Consortium members (including a Sub-Contractor) where a Consortium is the Applicant and identify if any resources of Consortium members are being relied upon (including any Sub-Contractor who is a Consortium member) to fulfil this Selection Criteria and provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE. Relevant contracts are those most closely relating to the requirements for the Contract as detailed in the Contract Notice and in this PPQ document Please provide the following details [(Link with Section 5.3)]:

Where the Applicant is a Prime Contractor with a Sub-Contractor but not a Consortium, and resources of a Sub-Contractor are being relied upon to fulfil this Selection Criteria, please provide evidence of the experience of the Sub-Contractor under at least 1 [ 2, 3 ] relevant contracts, and evidence of management of a supply chain by the Applicant as a Prime Contractor, and provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE.

**4.1 Reference 1:**

<b>Nature of Contract</b>	
<b>Name of Awarding Entity</b>	
<b>Description of Contract obligations</b>	
<b>Details of contract performance and identify any elements that may have been sub-contracted.</b>	
<b>Contract Value to Applicant (€)</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Duration</b>	
<b>Name of Client Contact</b>	
<b>Client Contact Details</b>	<b>Contact Name:</b>  <b>Address:</b>  <b>Telephone number:</b>

**4.2 Reference 2:**

<b>Nature of Contract</b>	
<b>Name of Awarding Entity</b>	
<b>Description of Contract obligations</b>	

Nature of Contract	
Details of contract performance and identify any elements that may have been sub-contracted.	
Contract Value to Applicant (€)	
Start Date	
End Date	
Contract Duration	
Name of Client Contact	
Client Contact Details	<b>Contact Name:</b>  <b>Address:</b>  <b>Telephone number:</b>

**4.3 Reference 3:**

Nature of Contract	
Name of Awarding Entity	
Description of Contract obligations	
Details of contract performance and identify any elements that may have been sub-contracted.	
Contract Value to Applicant (€)	
Start Date	
End Date	
Contract Duration	
Name of Client Contact	
Client Contact Details	<b>Contact Name:</b>  <b>Address:</b>  <b>Telephone number:</b>

Please copy format of table above for each additional contract reference to be provided.

**RELIANCE ON RESOURCES FOR Technical/Professional Ability – relevant experience: Please refer to note at the top of this Part 4**

**PART 5 (QUESTIONNAIRE) TECHNICAL/PROFESSIONAL ABILITY: COMPANY RESOURCES**

Part 5 should be completed by the Applicant and by each member of the Consortium in respect of itself. **Link with section 5.3** Identify if any resources of Consortium members (including any Sub-Contractor) are being relied upon (including any Sub-Contractor who is a Consortium member), by the Applicant in order to fulfil this Selection Criteria and provide full details and legally binding Letter of Support/Undertaking from the entity

providing the resources and any supporting documentation required by IE. Where the Applicant is a Prime Contractor with a Sub-Contractor but not a Consortium, and resources of a Sub-Contractor are being relied upon to fulfil this Selection Criteria, please provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE.

**Please provide details of resources, relevant to the subject matter of this Contract for this competition, employed by your company.**

**Please complete the table as appropriate:**

CATEGORY (management, administration, employees, other categories etc)	TOTAL NUMBER EMPLOYED

**Please confirm the number of employees currently employed in your organisation that are/were involved in the referenced projects outlined in Part 4;**

	Number of employees currently employed by your organisation involved in project
Reference project 1	
Reference project 2	
Reference project 3	

**Do you use Subcontractors for the type of work for which you are applying? Yes No**

**See Part 1 Questionnaire and Appendix 3 Questionnaire**

If yes please provide details of any subsidiary or associated companies or subcontractors that you would normally propose to subcontract more than 10% of the work to and the type of work they do for you.

**RELIANCE ON RESOURCES for Technical /Professional Ability – company resources :** see note at top of this Part 5

**PART 6: (QUESTIONNAIRE) QUALITY MANAGEMENT SYSTEMS AND ENVIRONMENTAL POLICY**

Part 6 should be completed by the Applicant and by EACH Member of the Consortium. Identify if any resources of Consortium members (including any Sub-Contractor) are being relied upon (including any Sub-Contractor who is a Consortium member) by the Applicant in order to fulfil this Selection Criteria and provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE. Where the Applicant is a Prime Contractor with a Sub-Contractor but not a Consortium, and resources of a Sub-Contractor are being relied upon to fulfil this Selection Criteria, please provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE.

**6.1 Quality Management Systems - Operation of a Quality Management System [\[Link with section 5.3\]](#)**

Does the Applicant have a documented Quality Management System in place?

Tick as appropriate	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>

If YES then please provide a copy.

**6.2 Quality Management Systems - Certification of a Quality Management System to a Recognised Standard [\[Link with section 5.3\]](#)**

Is the Applicant's Quality Management System currently certified as compliant with EN ISO 9001:2000 or an equivalent internationally recognised standard?

Tick as appropriate	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>

If YES, please state which standard it is certified to and provide a current certificate:

If YES, please state which standard it is certified to and provide a current certificate:

If NO, please provide evidence demonstrating that the Applicant has equivalent quality assurance measures in place. This may include, but is not limited to, equivalent certification from other national certification bodies (e.g. a current certificate from the national certification body).

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**6.3 Quality Management Systems - Audit Arrangements [\[Link with section 5.3\]](#)**

Is the Applicant's Quality Management System subject to internal or external audit?

Tick as appropriate	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>

If YES, please provide brief details of the internal or external auditing arrangements including the date of the last audit and, where applicable, the name of the external auditing body:

--

**6.4 Environmental Policy [\[Link with section 5.3\]](#)**
**Environmental Management Systems [\[Link with section 5.3\]](#)**

Does the Applicant have a documented Environmental Management System in place?

Tick as appropriate	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>

If YES then please provide a copy.



Is the Applicant's Environmental Management System currently certified as compliant with EN ISO standard or an equivalent internationally recognised standard?

Tick as appropriate

YES

NO

If YES, please state which standard it is certified to and provide a current certificate:

If NO, please provide evidence demonstrating that the Applicant has equivalent environmental assurance measures in place. This may include, but is not limited to, equivalent certification from other national certification bodies (e.g. a current certificate from the national certification body).

**Environmental Management Systems - Audit Arrangements** [\[Link with section 5.3\]](#)

Is the Applicant's Environmental Management System subject to internal or external audit?

Tick as appropriate

YES

NO

If YES, please provide brief details of the internal or external auditing arrangements including the date of the last audit and, where applicable, the name of the external auditing body:

**RELIANCE ON RESOURCES:** Quality Management Systems and Environmental Policy: see note at top of Part 6.

## PART 7: (QUESTIONNAIRE) HEALTH AND SAFETY

To be completed by the Applicant and by each member of a Consortium. Identify if any resources of Consortium members (including any Sub-Contractor) are being relied upon (including any Sub-Contractor who is a Consortium member) by the Applicant in order to fulfil this Selection Criteria and provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE. Where the Applicant is a Prime Contractor with a Sub-Contractor but not a Consortium, and resources of a Sub-Contractor are being relied upon to fulfil this Selection Criteria, please

provide full details and legally binding Letter of Support/Undertaking from the entity providing the resources and any supporting documentation required by IE.

**[Link with section 5.3]**

**Please confirm that your company fully understands and complies with all of its statutory obligations under the following Irish legislation and corresponding EU legislation:**

- |   |                              |
|---|------------------------------|
| Safety, Health and Welfare at Work Act 2005   | <input type="checkbox"/> Yes |
|   | <input type="checkbox"/> No  |
| Safety, Health and Welfare at General Application Regulations(2007)                       | <input type="checkbox"/> Yes |
|   | <input type="checkbox"/> No  |
| All current relevant Safety and Health (Construction) Regulations 2013 (where applicable) | <input type="checkbox"/> Yes |
|   | <input type="checkbox"/> No  |
| Railway Safety Act 2005 (where applicable)  | <input type="checkbox"/> Yes |
|   | <input type="checkbox"/> No  |

It must also be noted that your company will be expected to amend and review workplace practices and plant & equipment requirements in conjunction with changes to legislation during the course of the contract.

**Please provide a copy of your Company Safety Statement.**

• What was the date of issue? \_\_\_\_\_

• When was the Safety Statement reviewed last? \_\_\_\_\_

Do you employ a full time company safety officer?

In-house  or external ? Is this a dedicated resource? Yes  No

Who within your organisation would be responsible for safety on this contract?

**Name & title:** \_\_\_\_\_

Has this person specific Rail safety Experience? Yes  No

What site presence would this person typically maintain?

## **PART 8: (QUESTIONNAIRE) DECLARATION OF ELIGIBILITY**

**DECLARATION (AS PER REGULATION 89(1) OF THE EUROPEAN UNION (AWARD OF CONTRACTS BY UTILITY UNDERTAKINGS) REGULATIONS 2016**

**APPLICANTS PLEASE NOTE No 1:** Where the Applicant is a Consortium or Grouping, **EACH** Member of the Consortium/Grouping (as identified at Part 1.2) **MUST COMPLETE A DECLARATION OF ELIGIBILITY SEPARATELY**. Where the Applicant proposes to use a Sub-Contractor, whether they are part of a Consortium or whether they are not, and acting in the latter case for sub-contracting purposes only, each **SUB-CONTRACTOR MUST COMPLETE A DECLARATION OF ELIGIBILITY**.

**APPLICANTS PLEASE ALSO TAKE ACCOUNT OF NOTE No 2** set out at the end of this Declaration, when completing this Declaration.

**APPLICANTS PLEASE REFER TO NOTE No 3** set out at the end of the Declaration, before executing this Declaration.

RE: **CONTRACT NOTICE FOR THE SUPPLY OF [ ] GOODS/SERVICES required by IARNRÓD ÉIREANN-IRISH RAIL**

**NAME: (of Applicant) (each Consortium Member of any entity on whom the Applicant relies, must complete a separate Declaration in this form):**

**ADDRESS:**

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**COUNTRY:**

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On behalf of the Applicant, and having been duly authorised by the Applicant, I sincerely declare that:

1. the Applicant itself or any person who is a member of the administrative, management or supervisory body of the Applicant or has powers of representation, decision or control in the Applicant has not been the subject of a conviction for one or more of the following reasons:
  - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - (b) 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 law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
  - (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
  - (d) 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) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
  - (f) 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.
2. The Applicant:
  - (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
  - (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
  - (c) 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 the law of Ireland;
- (d) is not guilty of grave professional misconduct;
  - (e) has not entered into agreements with other economic operators aimed at distorting competition;
  - (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
  - (g) has not had any prior involvement in the preparation of the procurement process;
  - (h) 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;
  - (i) has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;
  - (j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to the Applicant being excluded from participation in this procurement process and/or in future procurement processes.**

**SIGNATURE**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

**TEL:**

\_\_\_\_\_

**POSITION:**

\_\_\_\_\_

\_\_\_\_\_

**NOTE NO 2: MEASURES TAKEN BY APPLICANT:** Where any one of more of the Exclusion Grounds set out above in the Declaration applies, the Applicant **must** include details of such Exclusion Ground with its PQQ submission and, where the Applicant is not precluded from doing so under Article 57(6) of Directive 2014/24/EU, the Applicant may provide evidence to the effect that measures taken by the Applicant are sufficient to demonstrate the Applicant's reliability despite the existence of a relevant Exclusion Ground as is referred to in Article 57(12) of Directive 2014/24/EU. The evidence provided by the Applicant will be taken into account by Iarnród Éireann-Irish Rail in considering whether or not to exclude the Applicant from further participation in the procurement process. Nothing in this Schedule or in this PQQ document shall preclude the submission by the Tenderer of a European Single Procurement Document (ESPD) referred to in Article 59(1) of Directive 2014/24/EU.

**NOTE NO 3: EXECUTION:** This Declaration must be signed by a duly authorised person in the Applicant's organisation. In the case of a company, a Director of the company or the Company Secretary must sign this declaration.

**EVIDENCE FOR SELECTION**

The signatory to this Declaration declares that the economic operator is able to provide the necessary supporting documents required which are not available electronically upon request and without delay.

I understand and acknowledge that the provision of inaccurate, or misleading, or false information in this Declaration may lead to the economic operator/my firm/company/business/partnership being rejected and excluded from participation in this procedure.

THIS DECLARATION has been made to the best of my knowledge and belief for and on behalf of [*Name of economic operator/entity*]:

SIGNATURE: .....

DATE: .....

FULL NAME (in block capitals): .....

*(Signature must be that of a Director/Principal)*

TITLE: .....

Witness: .....

Name: *(Block Capitals)*: .....

Occupation: .....

*Please note, confirmation/re-execution/notarisation of the Declaration may sought prior to any contract being awarded.*

## APPENDIX 2 – CONSORTIUM SUBMISSION REQUIREMENTS

### CONSORTIUM ARRANGEMENTS

- (a) Consortium: each member of the Consortium must complete a Questionnaire setting out its full details, legal structure, role in the Consortium for this Contract, and complete the details required by Part 1 Questionnaire.
- (b) Sub-Contractors: Where a Sub-Contractor is also a member of a Consortium, it must complete the Questionnaire. Where a Sub-Contractor is acting in the role of sub-contracting only, and is not part of a Consortium, it need not complete the Questionnaire but full details must be provided by the Applicant of the Sub-Contracting and proposed sub-contracting.
- (c) Authorised designated person: the Applicant must supply full details of the person/entity designed to act as the nominated person/entity in respect of all members of the Consortium for contact from IE in relation to

this competition, and of the nominated person authorised to act for a Prime Contractor and Sub-Contractor in respect of all contact from IE in relation to this competition.

- (d) Declarations: All members of a Consortium must complete a Declaration of Eligibility in the form set out in Part 8 Questionnaire
- (e) Choice of legal structure: An Applicant's choice of legal structure (e.g. joint venture, partnership, incorporated/unincorporated) will not be relevant in assessing eligibility at this time.
- (f) Each member's role must be stated: Parts 1.2 – 1.4 of the Questionnaire must be completed in full and each member's role in the consortium and/or any sub-contracting arrangements identified. In addition, the details requested in the forms contained at the end of this appendix must also be supplied. Details of the actual or proposed percentage shareholding of the constituent members of the consortium must be disclosed.
- (g) Legally Binding Letter of authorisation and undertaking: An Applicant consisting of a consortium must include in its PQQ submissions, with the duly completed Questionnaire, an irrevocable and unconditional letter of authorisation and undertaking from each member of the consortium authorising the Applicant to make the application and to confirm that they are aware of their requirements and undertake to make available all necessary resources where required to fulfil their role in the proposed consortium.
- (h) Specific Legal Form not required for a consortium: A consortium howsoever constituted, will not be required to convert into a specific legal form in order to submit a tender. If the consortium is not proposing to form a single legal entity, full details of alternative arrangements must be provided.
- (i) If a legal form is proposed by Applicant: If a consortium intends to convert into a special legal form for the purpose of providing the required good/services, full details of the proposed legal structure and/or principal contractual relationships must be outlined in response to this PQQ. Where a grouping/consortium proposes to contract via a single legal entity whether through the incorporation of an SPV or otherwise, Applicants should note that details of the actual or proposed percentage shareholding of the consortium members in the SPV must be disclosed. Applicants should also note that an SPV's obligations may be required to be guaranteed by each group member/member of the grouping/consortium in the event of that Applicant being invited to tender and that tender being accepted.
- (j) Prime Contractors and Sub-Contractors: If the Applicant consists of a prime contractor and a sub-contractor or group of sub-contractors, this PQQ and the submissions required in the Appendices to this PQQ must be completed by the Applicant as "Prime Contractor" with full details of the proposed sub-contractor(s) and the prime contractor must identify the sub-contractor(s) and their proposed role in the process. If a consortium proposes to act as a prime contractor, this must also be disclosed. An irrevocable letter of undertaking from any proposed sub-contractor(s) authorising the prime contractor to make this application to this PQQ on its behalf, executed under seal or as a deed, as an irrevocable and unconditional letter of authority from a sub-contractor authorising the prime contractor to disclose details of the proposed sub-contracting arrangements, must be submitted by the prime contractor with its submissions.
- (k) Lead Consortium member: A consortium must identify a lead consortium member who is authorised by all the other members of the consortium as the lead consortium member authorised to deal with this application, and the role of all other consortium members must be identified. IE shall be entitled to assume that the lead consortium member has the authority to bind all other members of the consortium and IE reserves the right to seek satisfactory evidence of the authority of the lead consortium member to bind all other members of the consortium. All contact with the consortium will be conducted by IE with the lead consortium member who will act as the contact person for the consortium for this competition (the "Contact Person") and IE reserves the right to disregard contact with any other member of the consortium and/or to report such contact to the lead consortium member.

**JOINT AND SEVERAL LIABILITY**

If, on any contract award, the contract is awarded to a consortium or grouping, then, other than in respect of a prime contractor / sub-contractor relationship, each member of the consortium will be required to be jointly and severally liable to IE for the performance of the Contract and delivery of the required goods/services.

If the grouping consists of a prime contractor and a sub-contractor(s), and the sub-contractor(s) are not members of a consortium and the application is being made by the prime contractor, the prime contractor will be fully liable to IE for all the acts and omissions of its sub-contractors under the terms and conditions of the Contract.

**CHANGES TO CONSORTIUM ARRANGEMENTS**

Any change in the ownership, structure or control of the Applicant or where the Applicant is a consortium, in the ownership, structure or control of any members of the consortium, or in the roles of the members of a consortium after the Applicant has submitted its PQQ submissions and Questionnaire, must be notified in writing by the Applicant to IE as soon as the Applicant is aware of same or of such proposals, failure to do so may lead to disqualification of the Applicant. Any such changes must be approved by IE in its absolute discretion and IE may withhold approval for any such changes and may exclude the Applicant from any further participation in this competition.

**Information Required on Legal Form of Consortium/Grouping**

**Is the Consortium?** *Tick as appropriate*

Limited Company/incorporated entity	<input type="checkbox"/>
Yet to be incorporated	<input type="checkbox"/>
Not to be incorporated	<input type="checkbox"/>

**SPV / Legal Entity formed by Consortium:**

Group of Members (Not an SVP)	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

**If the company is incorporated, please provide the following:**

Country of registration: \_\_\_\_\_

Year of Incorporation: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Amount of Issued Share Capital: \_\_\_\_\_

**Consortium Activities**

**Is it proposed that the Consortium will be a single purpose entity formed solely to undertake the Contract?**

Tick as appropriate

Yes

No

**If no, in what other undertakings will the Consortium be involved?****Members of Consortium**

In the case of an Applicant which is a Consortium, please detail the name of each Member (as previously detailed in Part 1.2) and provide a description of the relationship between Members of the Consortium ( [Original legally binding and irrevocable and unconditional letters of authority from each of the other consortium members must be enclosed in relation to the person/entity that is acting as the lead consortium member]

Full Name and Address of Member (and details of entity on whose resources the Member is relying if applicable )	Role within Consortium and Contract (lead consortium member must be identified, role of other consortium members, Sub-contractors must be identified...

**Signed:**


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**Name (BLOCK CAPITALS):**


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**Title:**


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**Duly Authorised For and on behalf of:**


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**Dated:**


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**APPENDIX 3 – REQUIREMENTS CONCERNING SUB-CONTRACTORS**

- 1 All Sub-Contractors proposed must be identified by the Applicant and full details provided in the Questionnaire.
- 2 All Sub-Contractors must execute a Declaration of Eligibility.
- 3 If a Sub-Contractor is also a member of a Consortium, it must also complete the Questionnaire
- 4 Nature of trading of Sub-Contractor, legal status, type of goods/services produced/ type of organisation and legal structure, ownership of Sub-Contractor, country of incorporation,



registered address, business address, website, registration number, details of any patents/trademarks/domain names.

- 5 Details of the role proposed for this Sub-Contractor for this Contract in terms of works/goods/services/resources to be supplied and proposed percentage of sub-contracting proposed by the Prime Contractor (it is not possible to sub-contract 100% of the Contract) and percentage of obligations proposed to be assigned to a Sub-Contractor
- 6 Details of relevant resources/experience of Sub-Contractor, in context of Contract, where required

## **APPENDIX 4 - APPLICANTS STATEMENT OF CONFIRMATION ENCLOSING COMPLETED PQQ**

### **STATEMENT OF CONFIRMATION**

**TO: IARNRÓD ÉIREANN-IRISH RAIL (“IE”)**

**RE: CONTRACT NOTICE FOR THE SUPPLY OF [ ] GOODS/SERVICES TO IE**

On behalf of [ ] *(insert full legal name of Applicant) [name of entity on whom the Applicant relies to satisfy any of the selection criteria]*, I hereby agree and declare the following:

- 1 I declare that to the best of my knowledge the answers submitted to questions and statements contained in any Declarations duly completed and referred to in the Pre-Qualification Questionnaire are correct.

- 2 I understand that the information provided will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of [ ] (*insert name of Applicant/ supporting entity*).
- 3 I accept all the terms and conditions of this Pre-Qualification Questionnaire.
- 4 I agree to supply IE with such supporting information, verification, documentation and references to support this application, at any time during the procurement process in respect of this competition, not limited to the pre-qualification stage, and to confirm the status of all such information and documentation, including the execution by way of notarisation of Declarations, if required, at tender/contract award stage.
- 5 I undertake to inform IE promptly of any matter which would or could alter any of the information given in response to this PQQ.
- 6 I agree that, if awarded the contract, [ ] (*insert name of Applicant/ supporting entity*) shall comply with all applicable obligations in the field of environmental, social and labour law.
- 7 I confirm all sections and Parts of the PQQ have been completed by us and all relevant information and documentation is attached to our completed PQQ which is being submitted by us to IE.
- 8 I confirm that we are aware of IE's requirements in respect of conflicts of interest, and of the provisions of Article 42 of Directive 2014/25/EU (Utilities Directive) on conflicts of interest, and I declare that (unless otherwise set out in the Declaration completed by us and referred to in Part 8 of this PQQ), we are not aware of any conflict of interest of the [ ] (*insert name of Applicant/supporting entity*) in relation to these requirements.
- 9 I confirm that all "Data Subjects" whose "Personal Data" is provided in this Application and PQQ Questionnaire and supporting documentation, have consented to the processing of such Personal Data by the Applicant, all members of the Consortium where the Applicant is a Consortium, by a Sub-Contractor where the Applicant is a Prime Contractor with a Sub-Contractor, by IE as Contracting Authority, and by IE's Evaluation Team, for the purposes of participating in this competition, or that we otherwise have a legal basis for providing such Personal Data to IE as the Contracting Authority for the purposes of participating in this competition and that we will provide evidence of such consents and/or legal basis to IE as the Contracting Authority upon request.
- 10 I confirm that the Declarations referred to at Parts 2 and 8 of this PQQ have been duly completed and executed and are part the PQQ duly completed by us.

**SIGNED FOR THE APPLICANT:**

SIGNATURE: \_\_\_\_\_

FULL NAME (BLOCK CAPITALS): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Duly Authorised for and on behalf of:**

---

**Witness:**

---

**Name (BLOCK CAPITALS):**

---

# 360 Vision Technology

## Predator

...Rugged with *STYLE*

### Colour At Night



Night scene with White Lighting at 70 metres



Night scene with IR Lighting at 70 metres

### IR and White Light Options

<b>IR70:</b>	IR 70 metres
<b>IR100:</b>	IR 100 metres
<b>IR100W:</b>	IR 100 metres White Light 75 metres
<b>IR125W:</b>	IR 125 metres White Light 100 metres
<b>IR150:</b>	IR 150 metres

### Patent Pending Dual IR & White Light Illumination



**IP68  
Certified**



**Colour at Night**

Any  
Colour



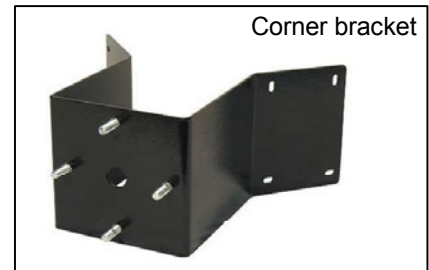
## Predator: High Speed Ruggedised Pan Tilt Zoom Camera

- UK Manufacture** ▶ Designed and manufactured in the UK
- Innovative Night Vision** ▶ Patent Pending Dual IR & White Light for 100m **COLOUR at NIGHT**
- IP68** ▶ IP68 certified for the harshest of environments
- Multi Protocol integration** ▶ The PREDATOR range comes with multi-protocols as standard allowing complete integration with many leading DVR's, Matrices and IP systems.
- OSD** ▶ PREDATOR's OSD enables full access to all functions using either 3<sup>rd</sup> party protocols or 360 Vision control systems.
- Build Quality** ▶ Excellence in Design and Manufacture ensure all 360 Vision products offer exceptional quality combined with ultra reliability.
- Creative Privacy Zones** ▶ 32 privacy zones are available with simple joystick positioning and sizing.
- Extreme Low light capability** ▶ Frame integration cameras give usable video images as as low as 0.01 lux.
- Colour/Mono cameras** ▶ The PREDATOR range includes 18x, 28x, or 36x zoom with Autofocus featuring Sony ExView, Wide Dynamic Range (WDR) camera technology which gives excellent low light performance. 360 Vision software enables the colour/mono switch over levels to be specific lighting conditions.
- Fast Shutter option** ▶ For optimum performance with automatic number plate recognition systems.
- Warranty** ▶ 3 years manufacturers warranty

PREDATOR SPECIFICATION	Sony 18x Col/Mono	Sony 28x Col/Mono	Sony 36x Col/Mono
Colour/Mono	YES		
Imager	1/4" ExView HAD		
Zoom – Optical + Digital	18x, 12x	28x, 12x	36x, 12x
Zoom - total	216x	336x	432x
Line resolution	550		
Pixels	752(H) x 582(V)		
Horizontal view angle	2.8°(T) ~ 48°(W)	2.1°(T) ~ 55.8°(W)	1.7°(T) ~ 57.8°(W)
Lens size	4.1 ~ 73.8mm	3.5 ~ 98mm	3.4 ~ 122.4mm
ExView Technology	YES		
Min sensitivity – colour	0.7 Lux	0.25 Lux	1.4 Lux
Min sensitivity – mono int	0.01 Lux	0.01 Lux	0.01 Lux
Wide Dynamic Range (WDR)	YES		
Signal noise ratio	>50dB		
Picture freeze	YES		
Picture Flip	YES		
PREDATOR FEATURES	<b>All PREDATOR units have the following functions</b>		
Video output	1V p to p, 75Ω		
Scanning	PAL or NTSC		
Focus/Iris	Auto/Manual		
Presets	360		
Tours	16 (max 90 presets per tour)		
Learned Patrols	4 mimic tours – up to 30 minutes duration each		
Remote reset	Via OSD, IP network or dial up		
Creative privacy zones	Up to 32, 4 levels of opacity		
Preset titling	YES ( via Vision Matrix)		
Telemetry	Coaxial or RS485		
Protocols - includes	360, Pelco P/D/Coaxitron, BBV Coax, Ultrak RS485, Forward Vision, VCL RS485/Coax		
Variable pan speed/coverage	0.1 ~ 120°/sec, 360° continuous rotation, absolute positioning		
Variable tilt speed	0.1 ~ 120°/sec, absolute positioning		
Tilt coverage	180°		
Auto homing	Goes to preset, tour or mimic tour after prescribed time		
Col/Mono changeover	4 levels ~ 3 fixed, 1 custom/user defined		
Line Lock	Enable/disable		
Operating temperature	-40°C ~ +60°C with optional Heater		
Power	24Vac 100VA		
Mounting options	Wall, Corner, Pole, Soffit		
Operational enhancements	Telemetry and power with opto isolation		
Certification	Safety Mark : CE approval; Ingress : IP68 Certified		

360PRED090611v8

All trademarks are used courtesy of registered owners. PREDATOR is a registered trademark of 360 Vision Technology Ltd. The manufacturer reserves the right to change specifications without notice.



Tel: +44 (0) 870 903 360 1, Fax: +44 (0) 870 903 360 2, [info@360visiontechnology.com](mailto:info@360visiontechnology.com)

360 Vision Technology Ltd, 7 Seymour Court, Manor Park, Runcorn, Cheshire, WA7 1SY, UK

**Instructions for completing the Pricing Document:**



- 1 The following document contains 3 separate worksheets: Tab [1] Instructions [2] Pricing Sheet [4] Acceptance Signature.
- 2 Prices must be in Euro & excluding VAT. Prices must include all other associated costs in providing the products such as delivery costs.
- 3 The Pricing Document must be completed in the format provided.
- 4 Tenderers should submit their completed Excel pricing documents in readable electronic form along with a second soft copy in PDF.
- 5 All cameras and viewing software must be manufactured by the same manufacturer.
- 6 The system manufacturer should be stated in the Model Ref. Column D of Pricing sheet tab.
- 7 Prices and any percentage discount on volumes are fixed for the duration of the agreement.
- 8 Tenderers are only required to enter their information in the Pink coloured cells in the Pricing Sheet. (Columns D, F & G)
- 9 Pricing for all Requirements & Specifications must be provided in Pricing sheet tab. Column F. Failure to provide pricing for any item may result in disqualification from the process.
- 10 For evaluation purpose a unit quantity of one item will be quoted for Column F.
- 11 Percentage Discount against estimated volumes ("if Any") to be added to column G. If none please leave 0.00%.
- 12 The percentage discount against estimated volumes ("if Any") will be incorporated with the estimated volumes and automatically calculated in Column H. The tally will automatically be entered into Final Total Price, this will be used for Tender cost evaluation.
- 13 The Final Total Price in the Pricing Sheet should be carried over to the Conditions of Tender

**Please Note:**

Any error in pricing or omission of hardware or software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.  
Any additional accessories required by the camera in order to meet IE's requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.

**Scoring for Cost Criteria**

Final Total Price will be used for Tender Cost evaluation = 70% of the Award Criteria

**Cost Evaluation:**

The total cost for all categories shall be used in the overall cost evaluation  
1 The maximum number of marks available for Cost Criteria is 7,000 Marks.  
|

Scores for Cost shall be evaluated as follows:

$$\frac{\text{Max marks} \times \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{marks for Tender X}$$

**PTZ CCTV Cameras for use at Level Crossings  
Compliance Checklist for Proposed Camera**

**Note: This sheet must be completed and returned along with the Tender Form and Pricing Document**

Item No.	Item Description	Compliance		Reference in Tender Submission/ Additional Information
		Yes	No	
1	Analog image with low voltage power supply, 24V AC 12Vdc			
2	Viewing angle of at least 60 degrees			
3	Pole-top and wall mounts			
4	Pelco P 9600 control protocol			
5	A wiper that can be triggered by a dry contact independent of the keyboard.			
6	Wiper to return to home position after wipe cycle			
7	Wiper Blades and Arm replaceable			
8	RoHS compliant			
9	Minimum IP65 rated			
10	Composite 1V p-p 75 Ohm BNC, no encoding or image buffering			
11	Auto Iris			
12	Camera must be compatible with a pole mount and wall bracket			
13	Compatible with a non-proprietary keyboard			
14	Following restart after power loss/reset, the camera must automatically move to a pre-set location.			
15	Capable of displaying on-screen text of at least 8 alpha and numeric characters plus spaces			
16	It must be possible to position the text at any position on the screen.			
17	Resolution of at least 670 TVL			
18	Pixels of at least PAL 976(H) * 582 (V)			
19	SNR not > 48dB			
20	Line resolution > 670 TVL			
21	Min Illumination 0.8Lux			
22	Warranty of at least 2 years			
23	Delivery to Inchicore within 3 weeks from date of issue of Purchase Order by IE			

## Introduction

Iarnród Éireann is seeking to **establish a 3 year contract** the supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras. The cameras, which will be installed by IÉ, will replace the existing stationery cameras currently in use at level crossings and will be controlled from an equipment room also located at the level crossing. The cameras will be viewed remotely by a signalman. The only part of the camera over which the signalman will have control is the wiper. To operate the wiper, the signalman will press a button which will close a contact in the equipment room where the PTZ camera keyboard and junction box are to be located. Supply of the wiper trigger mechanism is not part of this tender.

## Scope

The scope of contract involves the supply of a minimum of **approximately 100 No. cameras** to meet current requirements. Fixed prices should be provided for the duration of the contract.

## PTZ CCTV Camera Specification

The proposed camera must have the following features as a minimum:

- Analog image with low voltage power supply, 24V AC 12Vdc
- Viewing angle of at least 60 degrees, wider angle lens are preferable
- Pole-top and wall mounts
- Pelco P 9600 control protocol
- A wiper that can be triggered by a dry contact independent of the keyboard.
- Wiper to return to home position after wipe cycle
- Wiper Blades and Arm replaceable
- RoHS compliant
- Minimum IP65 rated
- Composite 1V p-p 75 Ohm BNC, no encoding or image buffering acceptable, to be confirmed in writing
- Auto Iris
- Camera must be compatible with a pole mount and wall bracket
- Compatible with a non-proprietary keyboard
- Following restart after power loss/reset, the camera must automatically move to a pre-set location.
- Capable of displaying on-screen text of at least 8 alpha and numeric characters plus spaces
- It must be possible to position the text at any position on the screen.
- Resolution of at least 670 TVL
- Pixels of at least PAL 976(H) \* 582 (V)
- SNR not > 48dB
- Line resolution > 670 TVL
- Min Illumination 0.8Lux
- Warranty of at least 2 years

It would be preferable if the camera could be placed at least 80m from its junction box.



## **Delivery**

Delivery will be to Inchicore, Dublin 8 and cameras must be delivered within 3 weeks from date of receipt of Purchase Order from IE.

## **Tender Submissions and Evaluation of Tenders**

The technical compliance evaluation will be based on:

### **1. The information provided in the tender submission**

Tenderers must complete the attached Compliance Checklist and provide sufficient technical details for the proposed camera in their tender submission in order to demonstrate compliance with IE's Technical Specification.

### **2. Testing of the proposed camera.**

The proposed camera must be supplied for a six week period to allow for testing in an Irish Rail workshop. The supplier must demonstrate the installation procedure for the camera and demonstrate the wiper trigger mechanism.

Note, two cameras have previously been tested and are in use at level crossings and would not be subject to any further trials. These are the Redvision RVX30 camera and the 360 Vision Technologies Predator 44X.

## **The Camera will be assessed on the following:**

### **1. Compliance with IE's Technical Specification**

The testing period will provide IE with an opportunity to verify the information in the tender submission and the completed Compliance Checklist and to assess the ability of the proposed camera to perform in accordance with IE's requirements. The camera will be monitored and inspected by IE over the 6 week trial period to ensure that it remains stable and does not move over time.

### **2. Set up and Installation**

Cameras and associated equipment for which the set up process is efficient and provides minimal disruption to IE will be scored higher than cameras which involve a more complex and timely set up process.

### **3. Angle of View**

Many of the camera poles are in close location to the level crossings so a wider angle lens camera is preferable. A minimum view angle of 60 degrees is required, cameras which have a wider lens will score higher.

### **4. Operational distance from junction box**

It would be preferable if the camera could be placed 80m from its junction box, cameras that are capable of being positioned further from their junction boxes will score higher.

## Karen Conroy

---

**From:** [REDACTED]  
**Sent:** Thursday 25 June 2020 11:46  
**To:** Latimer Richard  
**Subject:** RE: query on CCTV PTZ Lot 2  
**Attachments:** RVX\_28-W-M\_DOME\_DATASHEET.pdf; Predator.pdf; PTZ Spec,cost and decleration.xlsx

Hi Richard

Attached are the spec sheets of the approved cameras

- Predator 28X Col/Mono
- Redvision RVX28-W-M

Newer models are available and will need to meet the attached specs.

There will be an award for the supply of each camera.

The next available camera closest to the attached approved camera data sheet will be nominated by the contractor and must meet the attached spec sheet.

In the spec sheet is the cost return form and a declaration that must be signed.

Iarnród Éireann is seeking to **establish a 3 year contract** the supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras. The cameras, which will be installed by IÉ, will replace the existing stationery cameras currently in use at level crossings and will be controlled from [REDACTED]. The cameras will be viewed [REDACTED] by a signalman. The only part of the camera over which the signalman will have control is the wiper. To operate the wiper, the signalman will press a button which will close a contact in the equipment room where the PTZ camera keyboard and junction box are to be located. Supply of the wiper trigger mechanism is not part of this tender.

Many thanks

---

**From:** Latimer Richard  
**Sent:** 24 June 2020 09:57  
**To:** [REDACTED]  
**Subject:** FW: query on CCTV PTZ Lot 2

It is ok to define cameras for lot 2 and bid on price only, not linked to any award criteria of lot 1.  
I will be going on leave 1<sup>st</sup> July for two weeks so if you have camera spec send to me and I will start work on the tender pack.

Regards  
Richard,

---

**From:** Qian Li  
**Sent:** 23 June 2020 09:53  
**To:** Latimer Richard <[Richard.Latimer@irishrail.ie](mailto:Richard.Latimer@irishrail.ie)>  
**Subject:** RE: query on CCTV PTZ Lot 2

Hi Richard,  
Lot 2 award criteria was not included in the board paper so you can use others.  
It is ok to define cameras and bid on price only.

Regards  
Li

Li Qian  
ICT Category Manager  
Procurement Department,  
Iarnród Éireann,  
Inchicore Railway Works,  
Dublin 8.

☎ +353 1 703 3721  
☎ [REDACTED]  
✉: [li.qian@irishrail.ie](mailto:li.qian@irishrail.ie) 🌐: [www.irishrail.ie](http://www.irishrail.ie)



---

**From:** Latimer Richard <[Richard.Latimer@irishrail.ie](mailto:Richard.Latimer@irishrail.ie)>  
**Sent:** 22 June 2020 17:11  
**To:** Qian Li <[Li.Qian@irishrail.ie](mailto:Li.Qian@irishrail.ie)>  
**Subject:** query on CCTV PTZ Lot 2

Hi Li

For the PTZ camera under Lot2 is it possible to naming the 2 approved cameras and awarding only on price.  
In the board paper I mentioned the tender process was still ongoing and the estimated contract value was [REDACTED]

Do we have to use the same award criteria as Lot 1 ?

Regards  
Richard

---

**From:** [REDACTED]  
**Sent:** 22 June 2020 13:22  
**To:** Latimer Richard <[Richard.Latimer@irishrail.ie](mailto:Richard.Latimer@irishrail.ie)>  
**Subject:** Lot 2

Hi Richard

Is it possible to proceed with Lot 2 naming the 2 approved cameras and just awarding on price?

Both cameras to be supplied and placed as a stores item.

Kind Regards,



**Station Services System Administrator**

**Iarnród Éireann Infrastructure, Engineering & New Works Building, CIÉ Works, Inchicore, Dublin 8, D08K6Y3.**

☎: +353 [REDACTED] ✉: [REDACTED] 🌐: [www.irishrail.ie](http://www.irishrail.ie)

**To** \_\_\_\_\_ and \_\_\_\_\_  
**From** \_\_\_\_\_  
**Pages** 3  
**Re** **7192 Framework Agreement for CCTV Cameras**

**Selection Criteria**

I would be obliged if you would approve the proposed Selection Criteria and Weightings in connection with the above referenced contract as per the CIE Group procurement Policies and Procedures table below.

**Lot 1: HD Cameras**  
**Lot 2: PTZ Cameras**

**Estimated Contract Value:** \_\_\_\_\_

**Average annual value of Contract** \_\_\_\_\_

**Contract duration:** 3 years with extended 1 year plus 1 year option.

**Minimum turnover required:** Lot 1: \_\_\_\_\_ per annum for the past 3 financial year ends  
Lot 2: \_\_\_\_\_ per annum for the past 3 financial year ends

**Project Managers:** Lot 1: \_\_\_\_\_

**Station Services System Engineer:** .....

**Director Infrastructure Manager:** .....

**CPO:** .....

Minimum Qualification Criteria	
Financial Standing	<p><b>Lot 1: Supply of HD Cameras</b></p> <p>Please provide details of the annual turnover which must equal or exceed €800,000 per annum for the last three audited financial year ends.</p> <p><b>Lot 2: Supply of PTZ Cameras</b></p> <p>Please provide details of the annual turnover which must equal or exceed €200,000 per annum for the last three audited financial year ends.</p>
Declaration of Eligibility	A Declaration of Eligibility must be signed by a company director.

Further + Criteria		
Criterion	Weighting %	Criterion Requirements
Relevant Experience of Applicant	65% 650 points total	<p><b>Please provide details of your relevant experience of the provision of the following:</b></p> <p>Lot 1: Supply of HD Cameras Lot 2: Supply of PTZ Cameras</p> <p>Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.</p>
Company Resources	15% 150 points total	<p><b>Please provide details of your Company Resources (management, administration, delivery) of the provision of the following:</b></p> <p>Lot 1: Supply of HD Cameras Lot 2: Supply of PTZ Cameras</p> <p>Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.</p>
Quality Management Systems and Environmental Policy	15% 150 points total	<p>Please provide details of your Quality Management System including Quality Management Documents, ISO Accreditation and details of auditing, Environmental Policies, Environmental ISO Accreditation and Environmental auditing.</p> <p>Applicants must score a <b>minimum of 40%</b> of the allocated score under this criteria.</p>
Health and Safety	5% 50 points total	Please confirm company's compliance with the outlined Health and Safety Legislation (Safety, Health and Welfare at Work Act 2005, Safety, Health and Welfare at General Application

		<p>Regulations(2007), All current relevant Safety and Health (Construction) Regulations 2013 (where applicable). Please provide details of Company Safety Statement and the Company Safety Officer.</p> <p>Applicants must score <b>a minimum of 40%</b> of the allocated score under this criteria.</p>
Total	<b>100%</b>	



## **STANDARD CONTRACT FOR THE PURCHASE OF GOODS**

**RE: SUPPLY Supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras for use at Level Crossings.**

**CONTRACT REFERENCE NO: Ref 7192 CCTV Lot 2**

**Lot 2 of 7192 - Framework Agreement for the Supply of PTZ Cameras**

**BETWEEN:**

**IARNRÓD ÉIREANN-IRISH RAIL (“Purchaser”)**

**and**

**Northwood Technology Limited**

**(“SUPPLIER”)**

**and**

**CÓRAS IOMPAIR ÉIREANN (“CIE”)**

CIE Solicitor’s Office  
Bridgewater House  
Islandbridge  
DUBLIN 8  
IRELAND  
18/245/28/23/SK/PN/D3c/140618



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## **CONTRACT FOR THE PURCHASE OF GOODS**

**THIS AGREEMENT IS MADE THE [       ] DAY OF 2020 ] BETWEEN:**

NORTHWOOD TECHNOLOGY LIMITED OF 56 Nore Road, Dublin Industrial Estate, Glasnevin, Dublin 11 RFH9 (hereinafter called the "Supplier" which expression shall include its successors and assigns);

IARNRÓD ÉIREANN – IRISH RAIL, a designated activity company, limited by shares, registered in Ireland under the Companies Act 2014 with registration number 119571 and having its registered office at Connolly Station, Amiens Street, Dublin 1, Ireland (hereinafter called "IE" which expression shall include its successors and assigns); and

CÓRAS IOMPAIR ÉIREANN, a statutory body having its offices at Heuston Station, Dublin 8, Ireland (hereinafter called "CIE" which expression shall include its successors and assigns).

(collectively the "Parties" and individually a "Party").

### **WHEREAS:**

- A IE wishes to purchase the Goods described in this Contract and in the Specification. Accordingly, IE issued an invitation to tender for the purchase of the Goods and for the award of this Contract.
- B The Supplier has successfully tendered for the Contract and has agreed to provide the Goods to IE on the terms and conditions of this Contract.
- C CIE is the parent entity of IE and is the owner of railway lands in Ireland and the Supplier has therefore agreed to provide certain warranties and undertakings, insurances and indemnities to CIE as set out in the Contract and CIE has agreed to be a Party solely for these purposes.

### **NOW IT IS AGREED:**

- (a) IE shall purchase the Goods and the Supplier shall sell the Goods to IE on the terms and conditions of this Contract, which consists of the agreement set out on pages 4-6 of the Contract as executed by the Parties, and all of its Schedules attached hereto.
- (b) Capitalised terms and expressions used in this Contract have the meanings given to them respectively in Schedule A hereto.
- (c) The names and details of each person nominated by each Party for service of formal Notices under the Contract are set out below. If there is any change to the persons nominated below during the Term, notice in writing of such change by way of formal Notice must be given in advance by the Party changing them, to each of the other Parties to the Contract in order for such change to become effective:

Notice Parties of IE	Notice Parties of Supplier	Notice Parties of CIE
<b>Contract Manager:</b> ██████████	<b>Contract Manager:</b> ██████████	Geraldine Finucane, CIE Group Secretary
<b>Other Persons:</b> ██████████ ██████████	<b>Other Persons:</b> ██████████	
Address: Iarnród Éireann Inchicore Works, Inchicore, Dublin 8, Ireland	Address: ██████████ ██████████	Address: CIE, Heuston Station, Dublin 8, Ireland

(d) The Goods shall be delivered in accordance with the Contract, on the Delivery Date(s) and to the Delivery Point(s) set out in the Contract.

(e) The Contract shall come into force on the date stated on page 4 of this Contract and will expire on the earlier of the date of completion of the supply of the Goods from the Supplier as certified in writing by IE, or 30th day of January 2024 (the "Term"), unless either extended in accordance with Schedule B or terminated earlier. The Contract is for 3 years [36 months] with an option to extend to a maximum of 2 years [24 Months] or 1+1 years IE's discretion, subject to the terms and conditions of the Contract

**IN WITNESS WHEREOF THIS CONTRACT WAS ENTERED INTO BY EACH OF THE PARTIES ON THE DATE STATED ABOVE.**

<b>SIGNED BY</b> [.....insert name in block capitals.....]  Duly Authorised for and on behalf of <b>IE</b> in the presence of:  ..... <b>Authorised Signatory</b>  <b>Title:</b> [.....insert.....]  Witness:..... Address:..... Occupation:.....	<b>SIGNED BY</b> [.....insert name in block capitals.....]  Duly Authorised for and on behalf of <b>CIE</b> in the presence of:  ..... <b>Authorised Signatory</b>  <b>Title:</b> [.....insert.....]  Witness:..... Address:..... Occupation:.....
--	---

SIGNED BY [REDACTED]

[REDACTED]

Authorised Signatory  
Title: Technical Director

Witness:

Address:

Occupation: Managing Director

*[insert signing block for each member of joint venture/consortium where applicable – each member must execute the Contract Agreement]*

**OR (EXECUTION UNDER SEAL BY THE SUPPLIER, IF REQUIRED BY IE):**

PRESENT WHEN THE COMMON SEAL OF  
[.....insert full legal name of SUPPLIER.....]  
WAS AFFIXED HERETO:

{ affix seal }

.....  
Director

.....  
Director/Secretary

Witness:.....

Address:.....

Occupation:.....

*[each member of a joint venture/consortium (where it is the Supplier) must execute the Contract Agreement under seal where sealing is required by IE and attach its sealing block as per the above sealing block]*

## **SCHEDULES TO THE CONTRACT FOR PURCHASE OF GOODS**

### **SCHEDULE A: CONDITIONS OF CONTRACT**

#### **A1 Execution by the Parties**

This Contract shall be executed by the Parties in triplicate and an original counterpart as executed by all of the Parties shall be furnished to each Party. Each of the Parties confirms that this Contract is executed by its duly authorised officers. Where the Supplier constitutes a consortium or joint venture, each member of that consortium/joint venture shall be required to enter into and execute this Contract, and they shall do so on a joint and several basis and each such member shall be jointly and severally liable to each of IE and CIE for the delivery of the Goods to IE.

## **A2 Interpretation**

- (1) The masculine gender shall include all other genders and the singular number shall include the plural and vice versa. Headings in this Contract are for convenience only and do not affect its interpretation or construction.
- (2) Reference to a “person” includes any individual, company, body corporate, statutory or local authority, state body or agency, government, unincorporated association, partnership, or joint venture. Words such as “herein” or “hereof” and similar shall unless otherwise stated, refer to the whole of this Contract and not any particular section of it and “including” shall be construed without limitation. Reference to “writing” includes anything that is written, typed, printed, in electronic form or otherwise, resulting in a permanent record and “agree” and “agreement” means an agreement in writing signed by the Parties.
- (3) Reference to any legislation is to the legislation of and applicable in Ireland unless expressly stated otherwise and shall be construed as that legislation (statute or other instrument) as may be amended, codified, replaced, re-enacted, consolidated or extended, and reference to any “document” is a reference to that document as amended, supplemented or varied from time to time.
- (4) Where two or more persons are joined in this Contract as the “Supplier”, they shall do so on a joint and several basis and shall be jointly and severally liable to IE and CIE for the performance of their obligations under this Contract, and all warranties, representations, covenants and undertakings given by two or more persons are given or entered into jointly and severally.
- (5) In consideration of the payment by CIE of [REDACTED] to the Supplier (receipt and adequacy of which is acknowledged), the Supplier agrees to give certain warranties and representations, covenants and undertakings provided by it herein, in favour of CIE.

## **A3 Definitions**

The following terms and expressions shall have the following meanings in this Contract:

**Advance Payment Bond** means a bond in the form set out in Schedule E;

**Brexit** has the meaning given to it in Clause A23;

**Change Authorisation Procedure** means the change control procedure referred to in Clause A24;

**Charges** means the price/prices payable by IE to the Supplier for the purchase of the Goods, exclusive of VAT, set out in the Pricing Document in Schedule G;

**Clause** means a Clause in this Contract or in any of the Schedules as the case may be;

**Conditions of Contract** means the terms and conditions for the purchase of the Goods by IE from the Supplier set out in this Schedule A;

**Confidential Information** unless otherwise in writing to the contrary by IE, means any and all information, data, records in whatever form (whether oral, electronic, audio-visual, recorded or otherwise) and including any copies thereof, of whatever nature (legal, financial, technical, scientific, commercial, operational or otherwise), and whether or not proprietary, in any form or medium (whether provided in documentary or by way of model or in other tangible or intangible form; or disclosed orally or by demonstration or presentation or disclosed electronically or by any other means) relating to the businesses or operations of IE and/or CIE, or and any other matter relating to the interests of IE and/or CIE, supplied or made available to the Supplier or any of the agents, Advisers, subcontractors, or suppliers of the Supplier, in connection with the tender process leading to the award of this Contract or relating to this Contract, at any time, whether before or after the date of this Contract, to the Supplier, any member of any consortium of which the Supplier is a member in respect of this Contract, or obtained by the Supplier or any member of the consortium of which the Supplier is a member, during visits to IE and/or CIE, and shall also include this Contract; and including all information, records, data and documentation (in whatever form) provided or obtained by any Party from any other Party in connection with this Contract and its subject matter, the negotiations relating to it, and confidential information concerning the business and operations of any Party;

**Contract** means the contract executed by the Parties comprising the agreement set out on pages 4-6 of this Contract, all of the Schedules (together with any documents attached or incorporated thereto), a Purchase Order(s) and any amended Purchase Order(s), together with any amendments to any of them;

**Contract Manager(s)** means the persons identified as such in paragraph 3 (pages 4-5) of this Contract;

**Data Protection Legislation** means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection;

**Defect** means any failure or defect in the Goods or any component of them, of whatever nature (whether manifest or latent or a design defect) and howsoever arising, which fails to satisfy the requirements of the Specification in any manner;

**Delivery** means physical delivery of the Goods by the Supplier to IE and shall include unloading, stacking or installation of the Goods by the Supplier’s personnel, subcontractors, agents or carriers to the Delivery Points and/or at IE’s premises or other place as IE may direct;

**Delivery Date(s)** means the dates for Delivery of the Goods as set out by IE herein or in the Purchase Order or amended Purchase Order, Specification or as otherwise notified by IE in writing to the Supplier;

**Delivery Point(s)** means the point/location where the Goods are removed from the transporting vehicle of the Supplier or its agent, and physically delivered to IE at IE’s premises, or, where the Goods are collected by IE, the physical delivery of the Goods to IE at the point of delivery where the Goods are loaded onto the transporting vehicle of IE or of any person acting on its behalf;

**Drug and Alcohol Policy** means the drug and alcohol policy of IE, the current version of which is set out in Schedule I or otherwise supplied to the Supplier by IE and updates will be notified to the Supplier by IE;

**euro and “€”** means euro, the lawful currency of Ireland;

**EU Law** means the law of the European Union (including Directives, Regulations, guidelines, binding case law of the Courts of Justice of the European Union);

**Force Majeure Event** means, in relation to any Party, any circumstances or event beyond the reasonable control of that Party which could not have been avoided by taking reasonable precautions which having regard to all matters known to it before the occurrence of the Force Majeure Event and all other relevant factors it ought reasonably to have taken but did not take, which falls into one or more of the following categories: acts of God, war, riot, civil commotion, explosion or malicious damage, acts of terrorism, security alert, fire, flood, storm, embargoes, strike, lock out, go-slow or labour or industrial disputes but excluding in all cases any embargoes, strikes, lockouts, go-slow, labour or industrial disputes of the Supplier’s organisation or of any of its subcontractors, servants or agents, and provided that in each case of any of the items listed in this definition, such an event does not arise directly or indirectly as a result of any wilful act or default of the Party claiming the force majeure relief and provided that Brexit shall not constitute a Force Majeure Event;

**Good Industry Practice** means the exercise of that degree of due skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier of goods similar in size, scope, complexity and purpose to the Goods, where such supplier seeks to comply with all applicable Law and standards;

**Goods** means the goods/materials/equipment and each of their component parts, and any technical manuals, instructions, log books and documentation accompanying them or relating to them, the subject of this Contract and identified in this Contract, Specification and/or Purchase Order and any amended Purchase Order and any services ancillary or necessary thereto;

**IE Standards** means the standards listed and attached in Schedule I and any updates will be provided by IE to the Supplier;

**IE’s Code of Conduct** means the code of conduct for suppliers of IE set out in Schedule H and updates will be provided by IE to Supplier;

**Insurances** means the insurance requirements set out in the Specification, if any, and/or the contract-specific insurance requirements set out in Schedule D;

**Intellectual Property** means any and all rights relating to trademarks, service marks, trade names, logos (whether registered or not), domain names, business names, moral rights, inventions, copyrights and all related rights, patents, patent applications, design rights (registered or unregistered), database rights and rights of extraction relating to databases, topography rights, improvements to existing technology, know-how and all other forms of industrial or intellectual property or other similar proprietary rights in each case, which may subsist in any part of the world, and whether or not registered or registrable, including rights to apply for such registration;

**Ireland** means the Republic of Ireland;

**Law** means any current and future law, rule, statute, act or delegated legislation, by-law, instrument, decisions, or regulations applicable in Ireland, including without limitation common law, laws passed by the Oireachtas (parliament of Ireland), and the EU (European



Union) law including Directives and Regulations and Directive 2014/25/EU, and any codes of practice, guidelines or directions which the Supplier is contractually or legally bound to comply with under applicable law, including amendments (statutory or otherwise), replacements and re-enactments to any of them;

**Liquidated Damages** means the liquidated damages if any, referred to in Clause C4 of Schedule C payable by the Supplier to IE;

**Month** means calendar month;

**Notice** means a formal notice which must be in writing served by any Party on any other Party or Parties and delivered either personally or by hand/courier, or sent by pre-paid registered post which must be served in accordance with the provisions of Clause A25(1) of Schedule A of this Contract whereas a “**notice**” when used in this Contract means an informal notice which must be in writing served by any Party on any other Party or Parties which may be served by email or fax or using any of the methods referred to in Clause A25(1) of Schedule A;

**Parties** means each of IE, CIE and the Supplier and their respective successors and lawful assigns;

**Post-Tender Clarifications** means the post-tender clarifications, if any, issued by IE during the tender process for the award of this Contract;

**Public Sector Directive** means Directive 2014/24/EU of the European Parliament and of the Council dated 26 February 2014 on public procurement and repealing Directive 2014/18/EC;

**Public Sector Regulations 2016** means the European Union (Award of Public Authority Contracts) Regulations 2016 implementing Directive 2014/24/EU;

**Purchase Order** means the purchase order(s) issued/to be issued by IE to the Supplier in connection with the purchase of the Goods contemplated by this Contract, and any reference in a Purchase Order or amended Purchase Order to terms and conditions shall be deemed to include a reference to the terms and conditions of this Contract;

**Pricing Document** means the document set out in Schedule G setting out the Charges and milestones relating to the purchase of the Goods by IE from the Supplier, including deliverables, and Delivery Dates, subject to the terms and conditions of this Contract;

**Remedy of Defects Period** has the meaning given to it in Clause C2 (Schedule C);

**Schedule** means a Schedule of this Contract attached to this Contract unless expressly stated otherwise and the contents of each Schedule, which may be put on disc by IE or provided in hard copy, shall be deemed to form an integral part of and be fully incorporated into the Contract and including any annexes, exhibits or attachments to them;

**Special Conditions** means the Contract-specific special conditions, if any, made applicable to this Contract by IE and set out in Schedule C;

**Specification** means IE’s specification for the supply to IE of the Goods, as set out in Schedule E together with all attachments thereto and any amendments agreed in writing between the Parties;

**Supplier** means the person/entity that is named as such in this Contract;

**Supplier’s Tender** means the tender submitted by the Supplier to IE in response to IE’s tender process for the award of this Contract;

**Tax Clearance Certificate** means a tax clearance certificate issued by the Revenue Commissioners of Ireland;

**Term** has the meaning given to it by paragraph 5 (page 5) of this Contract as may be extended by IE in accordance with Schedule B;

**Utilities Directive** means Directive 2014/25/EU of the European Parliament and of the Council dated 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC;

**Utilities Regulations 2016** means the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, implementing Directive 2014/25/EU (Statutory Instrument No. 286 of 2016);

**VAT** means value added tax payable in Ireland under applicable Law;

**Working Day** means a day that is a weekday, weeknight, Saturday or Sunday, a bank holiday and/or a public holiday in Ireland but specifically excludes Christmas Day and St. Stephen's Day.

#### **A4 Entire Agreement and Order of Priority**

- (1) Entire Agreement: This Contract (which includes the documents referred to herein) is the entire agreement between the Parties for the supply of the Goods to IE from the Supplier, and supersedes and extinguishes any prior negotiations, understandings, arrangements, representations or agreements, written or oral, made between the Parties in relation to its subject matter. The Supplier acknowledges that it is bound by the terms and conditions of this Contract.
- (2) Order of Priority: In the case of any conflict between the documents constituting the Contract, they shall take the following order of precedence, such that those appearing higher on the list take precedence over those appearing lower down:
  - a. the agreement between the Parties set out on pages 4-6 of this Contract;
  - b. any Contract extensions pursuant to Schedule B;
  - c. the Conditions of Contract (Schedule A);
  - d. the Data Schedule (Schedule J);
  - e. the Special Conditions (Schedule C);
  - f. Any Advance Payment Bond required (in the form set out in Schedule E);
  - g. Contract-Specific Insurance Requirements (Schedule D);
  - h. the Specification (Schedule F) and any documents listed in Schedule F;
  - i. the Pricing Document (Charges) (Schedule G);
  - j. IE Standards (Schedule I);
  - k. IE's Code of Conduct (Schedule H);

- l. A Purchase Order and any amended Purchase Order;
- m. any Post-Tender Clarifications; and
- n. the Supplier's Tender.

#### **A5 Supplier's Terms and Conditions**

This Contract excludes all terms and conditions of the Supplier, whether pre-printed, produced, signed or stamped by any Party, whether written or oral, whether printed on any quotation, tender, specification, delivery note, invoice or similar document or referred to on such documents, or referred to or posted on any website or correspondence, and whether furnished or not to IE and all such terms and conditions are expressly disallowed and do not form part of the terms and conditions set out in this Contract, for the supply of the Goods to IE by the Supplier.

#### **A6 Supply of Goods and Supplier's Obligations**

- (1) The Supplier shall supply the Goods to IE for the Charges in accordance with (a) the terms and conditions of this Contract (which includes the Schedules), (b) Good Industry Practice (c) applicable Law, including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/services are provided, that have been established by EU Law, national law, collective agreements and by international, environmental, social and labour law listed in Annex XIV of the Utilities Directive, and (d) in compliance with IE Standards, at the times and on the dates and to the Delivery Points as set out in the Contract or as otherwise notified in writing by IE to the Supplier. The sale of the Goods to IE shall be deemed to include the provision to IE of all related manuals, technical instructions, log books, warranties, guarantees and other documentation provided by the Supplier or any other person on its behalf.
- (2) The Goods shall be deemed not to comply with the Specification if they are not capable of performing to the standard of performance required under the Specification. No payment shall be made by IE for Goods which are rejected by IE.
- (3) The Supplier shall have and maintain in force for the Term all consents, permissions, authorisations and licences as may be necessary to enable it to supply the Goods to IE.
- (4) No Goods shall be supplied unless a Purchase Order (or amended Purchase Order where applicable) is issued in respect thereof by IE to the Supplier. Unless otherwise stated in the Specification, there is no minimum amount of Goods that must be ordered by IE from the Supplier and IE makes no warranty, guarantee or representation in respect thereof. The Supplier shall commence supplying the Goods on the date specified in the Purchase Order or such other date as IE shall notify in writing to the Supplier and continue to do so until all of the Goods have been delivered to IE or up to the expiry of the Term. The Supplier shall supply the Goods on Working Days unless the Specification states otherwise.
- (5) The Supplier shall comply with all of IE's reasonable requirements notified to it by IE during the Term. The Supplier shall provide IE with a safety statement (satisfactory to IE, in its absolute discretion) where specified under IE Standards, but if the designated IE Standards do not require a statement, Supplier must nevertheless provide IE with a safety statement (satisfactory to IE, in its absolute discretion), if IE requests one, prior to delivery of the Goods to IE.

- (6) IE recognises that the Supplier may from time to time, in the delivery of the Goods to IE, need the cooperation of IE in order to facilitate Delivery. IE shall use its reasonable endeavours to so facilitate the Supplier subject to the Supplier agreeing with all of IE's requirements concerning access to its premises or Delivery Points, including without limitation, safety and security arrangements, insurances, and permit to access permissions under applicable IE Standards.
- (7) Any equipment or materials used by the Supplier in the Delivery of the Goods to IE (for example, transport vehicles, loading or unloading equipment) shall be at the risk of the Supplier and neither IE nor CIE shall have any liability for loss or damage relating thereto. The Supplier shall remove its equipment and materials used by it in the delivery of the Goods, from any premises of IE/CIE and/or Delivery Points, promptly after Delivery, and shall leave such premises in a clean and tidy, safe and serviceable condition. The Supplier is liable to IE and/or CIE for making good any damage caused to any property or item at any premises of IE and/or CIE, fair wear and tear excluded, caused by the Supplier or any person acting on its behalf.
- (8) The Supplier's Contract Manager and IE's Contract Manager and such other authorised representatives of each Party shall meet or communicate on a regular basis during the Term, or at the times (if any) set out in the Specification, to review progress and address any issues arising. The Supplier shall, if requested by IE, shall meet formally for a review of Supplier's performance on such times and dates as may be specified by IE and shall comply with all reasonable directions from IE given at such review meetings or via any other communications from IE to the Supplier.
- (9) The Supplier is the prime contractor for the supply of the Goods to IE and is liable to IE for all of its obligations under this Contract and under Law however arising. In particular, the Supplier is liable to IE and CIE for all of the acts and omissions, negligence and errors, defaults, breach of duty and breach of statutory duty of each of its subcontractors, personnel, servants and agents as if they were the act, omissions, negligence, errors, defaults, breach of duty or breach of statutory duty of the Supplier. The Supplier shall ensure that all persons acting on its behalf under the Contract shall comply with all provisions of this Contract where relevant.
- (10) The Supplier shall, if requested by IE, supply a legal opinion from a practising lawyer acceptable to IE (in its sole discretion), in favour of IE, in respect of the due execution and enforceability of this Contract against the Supplier, such legal opinion to be in a form and content satisfactory to IE (in its sole discretion).

#### **A7 Supplier's Warranties and Undertakings and Remedy of Defects**

- (1) The Supplier warrants and represents to each of IE and CIE that:
  - a. it has all necessary right, power and authority to enter into and carry out its obligations under this Contract; its obligations under this Contract constitute legal, valid and binding obligations enforceable against it in accordance with their terms;
  - b. all consents, permits, authorisations and licences that are required for it to carry on its business and to supply the Goods to IE, including without limitation valid licences for all Intellectual Property rights, have been obtained and are valid and in full force and effect and have not been revoked, rescinded, suspended or terminated and copies will be made available to IE on request;

- c. it will comply with all applicable Law and legal requirements (including relating to the manufacture and distribution process as they apply to the Supplier) and the terms and conditions of this Contract in supplying the Goods to IE and performing its obligations hereunder;
  - d. it will comply with IE Standards (including the Drug and Alcohol Policy) and IE's Code of Conduct;
  - e. it will comply with the applicable SMS-009 (applicable IE Standard for Approved Suppliers of Safety Critical Equipment) where this Standard is made applicable under Schedule I;
  - f. it will maintain its status as an "Approved Supplier of Safety Critical Equipment" within the meaning of the applicable IE Standard SMS-009, where this Standard is made applicable under Schedule I, and will do so for the duration of the Term and any contract extension that may be granted by IE under Schedule B;
  - g. it has sufficient title and ownership of the Goods to transfer an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions or impediments of any kind, in respect of the Goods, to IE;
  - h. none of the Goods supplied to IE under this Contract, or any spare parts or materials, documentation or data supplied to IE by the Supplier or on its behalf will infringe any third party's Intellectual Property rights;
  - i. it understands the nature of its obligations under this Contract and is capable of assuming any risks contained in it and applicable to it;
  - j. all information and documentation it has supplied to IE or CIE in connection with this Contract, or the tender process for the award of this Contract, was true, complete and accurate in all material respects at the date it was provided;
  - k. there is no claim against it, or litigation or arbitration or other form of legal proceedings involving the Supplier or judgement or award made against the Supplier which would adversely affect its ability to perform its obligations under this Contract;
  - l. neither it nor any person acting on its behalf has committed any offence under the Prevention of Corruption Acts 1889-2010, or the Ethics in Public Office Acts 1995-2001;
  - m. the status of the Supplier, as declared in the "Declaration of Eligibility" submitted by the Supplier at PQQ/ITT stage of the award of this Contract, which confirms that none of the exclusion grounds listed in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016, are applicable and they remain unchanged.
- (2) The Supplier covenants and undertakes with each of IE and CIE that:
- a. it will notify IE in writing by Notice of any material change to its status regarding any of the warranties and representations, covenants and undertakings set out in this Clause A7, and will comply with all reasonable directions of IE, which may include termination of this Contract;

- b. it will maintain in full force all necessary consents, permits, authorisations and licences required by it to perform its obligations under the Contract;
- c. it will act in a thoroughly competent and efficient manner, with all due speed and diligence, in the best interests of IE and CIE in supplying the Goods to IE and will exercise independent professional skill and judgment when doing so;
- d. it will supply the Goods in accordance with the terms and conditions of this Contract;
- e. it will take precautions for safe custody of any property of IE and/or of CIE in the possession or under the control of the Supplier or any person acting on its behalf, and ensure that it is adequately insured against any loss or damage during that time;
- f. it has clear and unencumbered title to the Goods and unrestricted power to sell, transfer and deliver to IE, an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions, retention of title or any similar claim, or impediments of any kind, in respect of the Goods, from the Supplier, manufacturer or any other person, and any documentation containing any such retention of title or similar liens, restrictions or impediments on the title to the Goods from the Supplier or any other person shall be void and of no further effect;
- g. the Goods supplied to IE by it will (i) correspond to the description provided, (ii) be of sound materials and workmanship and be of merchantable quality, (iii) be equal in all respects to any samples or specifications (iv) be fit for any particular purpose made known to the Supplier by IE either expressly or by implication;
- h. the Goods shall be free from Defects in design and workmanship for the Remedy of Defects Period that is set out in Clause C2 (Schedule C) and the Supplier shall remedy all Defects at its cost (whether notified to it or not) during the Remedy of Defects Period. The Supplier also undertakes to remedy any Defect notified to it by IE prior to the expiry of the relevant Remedy of Defect Period notwithstanding that the actual Remedy of Defects Period may expire before the Defect in the Goods is remedied;
- i. IE obtains the benefit of all warranties, indemnities or guarantees which the Supplier or any person acting on its behalf has received from any of its suppliers or manufacturers relating to the Goods or any parts/components, including in respect of any Goods that are repaired or remedied by the Supplier, and which shall be capable of being assigned to any third party nominated by IE;
- j. It will comply with all applicable environmental, social and labour law that applies at the place where the Goods are delivered, that have been established by EU Law, national law, collective agreements, and by international, environmental, social and labour law listed in Annex XIV to the Utilities Directive;
- k. it will give such general advice and assistance to IE in respect of the Goods as required by IE or as would be reasonably expected in accordance with Good Industry Practice.

- (3) None of the provisions in the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Contract.
- (4) The Supplier acknowledges that each of IE and CIE are relying on the warranties and representations, covenants and undertakings set out in this Clause A7 which are continuing throughout the Term.

**A8 Delivery and Acceptance / Title and Risk**

- (1) The Supplier shall deliver the Goods to IE within the timescales set down by IE in any one of the Purchase Order, Specification, Pricing Document, or otherwise notified by IE by notice to the Supplier, to the specified Delivery Points. Time shall be of the essence in Delivery, only if specified to be so by IE under Clause C1 (Schedule C). A docket or delivery note prepared by the Supplier (and appropriate labelling documentation referred to in Clause A10) stating the quantities of the Goods delivered and the Purchase Order number, must accompany each Delivery.
- (2) IE shall not be obliged to pay for any Goods delivered in excess of the quantity ordered and any risk in any excess of quantity delivered to IE shall remain with the Supplier. Likewise, IE shall not be obliged to accept or pay for any Goods delivered earlier than the relevant Delivery Date(s) unless early Delivery is requested by IE, and in all other cases, payment will be made based on the scheduled Delivery Dates.
- (3) If the Goods have not been delivered to IE within the timescales required, IE may (in its sole discretion) purchase substitute Goods elsewhere and shall notify Supplier by Notice of its intention to do so by giving not less than ten (10) Working Days' notice in writing to the Supplier and the Notice shall indicate that the Supplier shall be liable for the costs of such purchase if it proceeds. If the Supplier has not delivered the Goods to IE before the end of such notice period, the Supplier shall be liable for all additional costs and expenses of IE if IE decides to purchase substitute Goods from a third party.
- (4) Any extension of time for Delivery of the Goods shall be at the sole discretion of IE and shall not constitute any waiver by IE of its rights under the Contract. Liquidated Damages for late Delivery of Goods will apply where made applicable in Clause C4 of Schedule C.
- (5) IE shall not have given any waiver of any of its rights, nor will IE have waived its right of rejection, by any acceptance of Delivery, unless such waiver(s) are given in writing.
- (6) IE shall cooperate with the Supplier where necessary in making its premises, car parks, loading bays or other places reasonably accessible to the Supplier on the Delivery Date(s) for the sole purpose of Delivery of the Goods to IE, provided that the Supplier shall comply with all reasonable requests of IE and any IE Standards applicable in relation to any such access.
- (7) Title in the Goods shall pass to IE on Delivery of the Goods to IE, without prejudice to any right of rejection IE has under Law or this Contract. Until Delivery, the Goods are at the risk of the Supplier and all risk in the Goods passes to IE upon Delivery.
- (8) All Goods shall be deemed delivered to IE free of encumbrances, lien or retention of title or similar provision and any condition from the Supplier or manufacturer (where the Supplier is not also the manufacturer) claiming a retention of title over Goods delivered to IE is hereby excluded and rejected and does not form part of the terms and conditions of this Contract. The Supplier acknowledges that full legal and beneficial title in the Goods vests in and remains in IE on Delivery and that it has no right, title, interest, reservation of title, lien, or other right of ownership whatsoever over the Goods once they have been delivered to IE.

**A9 Right of Inspection / Right of Rejection / Records**

- (1) Right of Inspection: IE's authorised representatives may inspect or test the Goods or any components or samples of them) free of charge, at any stage in the supply chain, including in the manufacture, processing or supply chain, and/or for verification purposes of the production and control process (including factory inspections) or under any requirements of applicable IE Standards, and may also inspect and review the performance of the Supplier or any person acting on the Supplier's behalf in relation thereto. The Supplier shall (and shall procure that its subcontractors and agents shall) allow IE's authorised representatives access at all reasonable times to the places where the Goods or any components or samples of them are being made or kept, including the Supplier's premises or those of any supplier manufacturers, subcontractors or agents of the Supplier, and shall procure the provision of suitable facilities for IE for this purpose.
- (2) Right of Rejection: IE may, by Notice in writing to the Supplier, reject any of the Goods which do not comply with the Specification or do not conform to samples, whether delivered to IE or not and whether in the course of manufacturing, supply, transit or otherwise. Where IE rejects any Goods, it may require the Supplier to (a) replace the rejected Goods free of charge to IE, with Goods that comply in all respects with the Contract, or (b) IE may purchase substitute Goods elsewhere at the Supplier's cost where the Supplier fails or refuses to replace the rejected Goods within the timescales required by IE or (c) furnish a full refund to IE where applicable, in respect of the rejected Goods. If IE does not reject any Goods delivered to it within thirty (30) calendar days of the Delivery Date(s) in respect thereof, it will be deemed to have accepted them without prejudice to the Supplier's obligations to remedy Defects in the Remedy of Defects Period. Any receipt note issued by IE on any Delivery or any acceptance of Goods by IE shall not constitute any waiver of any of its rights under this Contract or at Law, or any acknowledgement of condition, quantity or quality of Goods.
- (3) All Goods rejected by IE shall be removed by the Supplier at its cost, from CIE/IE's premises forthwith on notification from IE that they have been rejected and as soon as reasonably practicable and failure to do so shall be a material breach of the Supplier of this Contract, and IE shall be entitled to dispose of such rejected Goods in any manner IE may decide, at the Supplier's cost, in its absolute discretion. Rejected Goods shall be at the risk of the Supplier during this time until disposal.
- (4) Records: The Supplier shall keep adequate records of its performance of its obligations under this Contract and make them available to IE for inspection at any time and shall retain such records and reports, and documentation for a period of six (6) years from the date of the last Delivery of the Goods to IE under this Contract.

**A10 Documentation / Packaging and Labelling**

- (1) The Supplier shall at its cost, obtain any export or import licence or other authorisation necessary for the export/import of the Goods and/or transit through any country, and shall provide a certificate of origin and any other documentation which IE may require in order to take delivery of the Goods. The Supplier is liable for all costs and expenses relating to the carriage of Goods to the Delivery Point(s) including any customs duty or tax levied in Ireland on the import of any Goods into Ireland for delivery to IE from another country, unless otherwise agreed in writing.
- (2) The Supplier shall bear the cost of suitable packaging and labelling of the Goods having regard to their nature and all applicable requirements under Law and the Specification and



any instructions contained in the Purchase Order. All packaging materials in which the Goods are delivered to IE will be considered non-returnable and the property of IE and will be destroyed or disposed of by IE unless otherwise agreed with the Supplier in respect of any particular Delivery.

- (3) The Goods shall be carefully packed and protected for safe and secure transit to the Delivery Points by the Supplier. The Goods shall be marked by the Supplier with the Purchase Order number and the net, gross and tare weights and containers clearly marked with the identity of their contents.
- (4) The Supplier shall inform IE by notice in writing, in advance of any Delivery, where any particular storage conditions are required for the Goods post-delivery and such informal notice shall issue in sufficient time to allow IE to prepare any special storage arrangements. IE shall not be liable to the Supplier if the Supplier breaches this provision, and the Supplier indemnifies IE for all costs, claims, loss or damages suffered or incurred by IE arising from not informing IE in time or correctly about specific storage arrangements for the Goods.
- (5) If the Goods or any part of them consist of any dangerous or hazardous substance as determined by Law, then the Supplier shall include the appropriate “material safety data sheets” in the smallest packing unit in which the Goods are delivered and such other documentation as is required by Law or the Specification. The Supplier indemnifies IE for any loss or damage, costs, claims or expenses suffered or incurred by IE arising from any breach by the Supplier of its obligations relating to handling, storage, manufacture (where applicable), documentation, information and supply and delivery of dangerous or hazardous substances to IE.

#### **A11 Spare Parts / After Sales Service / Training**

- (1) The Supplier shall supply such spare parts to IE in relation to the Goods as IE may reasonably request or as set out in the Specification, at reasonable cost and not exceeding that charged under like circumstances to other customers of the Supplier. The Supplier expressly permits IE to negotiate with and purchase spare parts for the Goods directly from suppliers to the Supplier, or in the market, free of any restrictions or impediments which may exist between the Supplier and its suppliers. The Supplier shall supply to IE free of charge all technical drawings, manuals, instructions, service and maintenance documentation, warranty documents, and specifications together with all updates to such documents which relate to the Goods and any spare parts.
- (2) The Supplier shall provide, included in the Charges, the cost of such after-sales service and such training to IE staff nominated by IE, in relation to the storage, handling, use, or maintenance of the Goods by IE for its own use or use by its nominees, as may be required by IE and/or set out in the Specification.

#### **A12 Intellectual Property, Insurance and Indemnities**

- (1) It is a fundamental condition of this Agreement and that none of the Goods supplied to IE shall infringe any Intellectual Property right of any third party. All patented Goods shall be marked in accordance with all applicable Law. Breach by the Supplier or any person acting on its behalf, of any of the provisions of this Clause A12 shall be deemed to be a material breach of contract.
- (2) The Supplier grants to IE a perpetual, royalty-free, irrevocable, unconditional, transferable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property rights in the Goods or in any materials including documentation accompanying the Goods, to the

extent that it is necessary to supply the Goods to IE and for IE or any nominee of IE to use the Goods in the manner required by IE. The Supplier hereby waives and shall procure a waiver of any moral rights in any copyright that is part of any Intellectual Property in the Goods or documentation accompanying them.

- (3) The Supplier shall indemnify each of IE and CIE and each of their respective directors, officers, managers, employees, servants and agents against all proceedings, claims, costs, expenses (including legal expenses), losses and damages of any nature suffered or incurred by IE and/or by CIE as a result of any infringement or alleged infringement of any third party's Intellectual Property rights arising out of the supply of the Goods by the Supplier or any party acting on its behalf to IE, or the use of them by IE or any party nominated by IE.
- (4) In the event of any claim being made or threatened or pending against IE or CIE or both, in relation to claims or disputes in respect of Intellectual Property, the Supplier shall be immediately notified by Notice in writing by IE and shall, if requested and at its expense, assist IE and/or CIE in any such litigation or proceedings or disputes, or negotiations for settlement of same in such manner as IE and/or CIE may reasonably request, including conducting all negotiations for settlement of these disputes and/or claims, and provided that before doing so, the Supplier shall have given to IE and CIE such security for costs or otherwise as they may reasonably require to cover any compensation, costs or damages which may become payable by either or both of IE and CIE. The Supplier shall replace any Goods the subject of any Intellectual Property claims or disputes, forthwith on request at no cost to IE or CIE, with replacement Goods that are not the subject of any such claims or disputes and any replacement Goods shall be deemed to be covered under the warranties of the Supplier under Clause A7.
- (5) The provisions of this Clause A12 shall survive termination of the Contract.
- (6) Insurances: The Supplier shall take out and maintain the insurances required by the Specification, if any, and/or the Insurances set out in Schedule D with reputable insurers acceptable to IE (in its absolute discretion) and shall procure that each of its subcontractors shall do so and shall provide evidence satisfactory to IE at any time during the Term or on expiry or termination of the Contract, of taking out and maintaining such Insurances during the Term.
- (7) The Supplier is liable for the full amount of any deductibles or excess amounts in respect of the Insurances, in the event of any claim.
- (8) Indemnities: The Supplier shall indemnify and keep indemnified IE and CIE and each of their directors, officers, managers, employees, servants and agents from and against all actions, liability, proceedings, expenses, costs, claims, damages and losses and demands whatsoever suffered or incurred by IE or CIE (a) arising out of the breach of contract, negligence, error, default, act or omission, recklessness, bad faith, wilful default, fraud, breach of duty or breach of statutory duty of the Supplier or its employees, servants, agents or sub-contractors in performing its obligations under this Contract; and (b) in respect of any disease, sickness or injury to, or the death of any person whatsoever, or in respect of any loss of or damage to any property or any part thereof of IE or of CIE or both, or of any third party, caused by any act, negligence, error, default, omission, wilful default, fraud, breach of contract, breach of duty or breach of statutory duty of the Supplier or its employees, servants or agents or sub-contractors in performing its obligations under the Contract or while present on the premises or any property of IE or of CIE.

- (9) No Party to this Contract shall in any circumstances be liable to any other Party for any indirect or consequential loss including but not limited to loss of profits, loss of contracts, loss of goodwill, loss of business opportunity, incurred by any Party arising out of or in connection with this Contract.
- (10) The liability of the Supplier to IE under this Contract shall be limited in the manner set out in Clause C5(B) of Schedule C only where C5(B) is selected by IE in Schedule C.

**A13 Price, VAT and Payment Procedures**

- (1) In consideration of the supply of the Goods to IE by the Supplier and subject thereto, IE agrees, subject to the provisions of this Clause A13, to pay the Charges to the Supplier in accordance with the Pricing Document. The Charges are exclusive of VAT and inclusive of all disbursements and expenses of the Supplier (including labour, parts and materials) in performing its obligations hereunder.
- (2) The Charges are fixed for the Term and are not subject to price adjustment, indexation, fluctuation or escalation of any kind during the Term.
- (3) CIE has no liability or responsibility to make payment of any Charges or of any amounts to the Supplier or any person acting on its behalf, under this Contract. IE has no liability or responsibility to make any payment of any kind to any subcontractors, personnel, servants or agents of the Supplier, which payments are the sole responsibility of the Supplier.
- (4) Payment of the Charges is subject to:
  - (1) compliance by the Supplier with the terms and provisions of this Contract and no payment will be made for Goods not Delivered or Goods rejected by IE;
  - (2) receipt by IE of a duly completed invoice from the Supplier complying with (8) of this Clause A13 together with any supporting documentation that IE may require;
  - (3) any deductions that may be required by Law;
  - (4) the Supplier being in receipt of an up to date Tax Clearance Certificate and making same available to IE;
  - (5) the application of Liquidated Damages, if any, as are made applicable by Clause C4 of Schedule C.
- (5) It is a condition precedent to this Contract and to any payments made under it that the Supplier furnish a current Tax Clearance Certificate to IE and keep it current and up to date for the Term and make it available for inspection by IE at any time during the Term. The Supplier shall procure that each of its subcontractors shall also have at all relevant times during the Term a current and up to date Tax Clearance Certificate.
- (6) The Supplier confirms that it is registered for VAT and shall be responsible for charging VAT at the appropriate rates including applications of exemptions where applicable.
- (7) Whenever any sum of money is recoverable from or payable by the Supplier to IE under this Contract (including any Liquidated Damages) and including any sum which the Supplier has to pay to IE for breach by it of this Contract, IE may unilaterally deduct such sum(s) from any

amounts then due by it to the Supplier or which may at any future date be due, whether under this Contract or under any other agreement with IE.

- (8) The Supplier shall invoice IE monthly in arrears in respect of the supply of Goods to IE, or at such other times and dates as shall be specified by IE in the Purchase Order, or Specification or otherwise. All invoices must be in a form and content satisfactory to IE and comply with IE's requirements as notified to the Supplier (e.g. they must be dated, not be handwritten, must quote the official Purchase Order number, contain details of the Goods supplied, set out the VAT details) and the original invoice (i.e. not an electronic or soft copy version) shall be sent to: **Accounts Payable, Iarnród Éireann, Inchicore Works, Inchicore, Dublin 8, Ireland**, quoting the relevant Purchase Order Number and be accompanied by such verification documentation as IE may request. IE shall pay all undisputed invoices or any undisputed amount thereof at the end of the Month following the Month in which the invoice is received by IE.
- (9) Any payment to the Supplier by IE under this Contract shall be made in euro in the amounts set out by IE in the Pricing Document, **OR**, if another currency is specified in the Pricing Document, in the currency and at the exchange rate, and only at the exchange rate set out by IE in the Pricing Document (and not any other currency or exchange rate), by way of electronic funds transfer to the bank account of the Supplier full details of which must have been notified by the Supplier in advance in writing to IE by Notice. The Supplier acknowledges that the onus is on it to ensure that IE has at all times received the correct details of its bank account and that any changes are notified to IE in writing by Notice, and IE accepts no liability or responsibility whatsoever in relation to any payment to an incorrect account or payee, where the Supplier has failed to comply with this (9) of Clause A13.
- (10) Subject to rights of withholding and set off of IE and other deductions that may be made against any amounts due to the Supplier, if IE fails to make any payment when due, to the Supplier, IE shall pay interest in respect thereof to the Supplier in accordance with the provisions of the Prompt Payments Act 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012) and all subsequent amending regulations to the 2012 Regulations, made from time to time, including those made in 2013, 2014 and 2016.

#### **A14 Advance Payment Bond**

1. IE reserves the right, in its absolute discretion, without prejudice to any of its rights and remedies under this Contract or at Law, to make an advance payment to the Supplier of any amount of the Charges, PROVIDED that and subject to the condition precedent that any advance payment of Charges shall not be made by IE under this Contract unless IE is in possession from the Supplier of an Advance Payment Bond in the form set out in Schedule E, executed under the seal of the Bond surety, for a Bond Amount (as defined in the Advance Payment Bond) and from a Bond surety in each case acceptable to IE in its absolute discretion.
2. IE reserves the right, in its absolute discretion, to seek a legal opinion from a practising lawyer acting for a Bond surety who is acceptable to IE (in its absolute discretion), in respect of the due execution and enforceability of any Advance Payment Bond required by IE, as a further condition precedent to making any advance payment of Charges under this Contract, such legal opinion must be in a form and content acceptable to IE (in its absolute discretion).

#### **A15 Employment Law**

- 1 The Supplier shall fully observe and comply with all applicable Law relating to employment and employment equality (both statute and common law and all applicable legislation or regulations), in relation to the performance of its obligations under this Contract. The Supplier shall maintain records evidencing its compliance with all such employment law and shall make same available to IE for inspection by IE on request. The Supplier acknowledges that it is responsible for all statutory requirements of an employer including employment conditions, remuneration, taxes, immigration and work permits of all relevant personnel and is responsible for its staff, employees, personnel, servants and agents and subcontractors.
- 2 The Supplier covenants and undertakes with each of IE and CIE that it shall not, for the duration of the Term plus a period of six (6) Months thereafter, solicit, entice or endeavour to do so, away from the employment of IE or of CIE, any person employed by IE or CIE in any capacity whatsoever, regardless of whether or not such an employee would commit of their employment contract in so leaving the service of IE/CIE.

#### **A16 Data Protection**

- The Supplier acknowledges that in providing the Services under this Contract, the Supplier will process personal data (within the meaning set out in Data Protection Legislation) on behalf of IE. In such circumstances, the Supplier acknowledges that IE is the controller and the Supplier is the processor as each such term is defined in Data Protection Legislation and the Supplier agrees that:
  - the Supplier shall comply with the data protection principles specified in Data Protection Legislation that are applicable to the Supplier in connection with the provision of the Services;
  - the Supplier shall have access to and process certain personal data relating to the data categories (as set out in the Data Schedule) belonging to the categories of data subjects (as set out in the Data Schedule) in order and for as long as is necessary to provide the Services and perform its obligations under the Contract. The obligations and rights of IE shall be as set out in this Contract;
  - the Supplier shall only process such personal data in accordance with the documented instructions of IE, including with regard to transfers of personal data to a third country or an international organisation, and only to the extent and in such a manner as is strictly necessary for the performance of the Services under this Contract unless otherwise required to do so by European Union (EU) or EU Member State law to which the Supplier is subject and in such a case, the Supplier shall inform IE of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - the Supplier shall ensure that it has appropriate security, technical and organisational measures (the “Security Measures”), including as set forth in this Contract, to ensure a level of security appropriate to the then current risk and to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In assessing the appropriate level of security, account shall be taken in particular of the risks that are

presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed. The Security Measures shall include as appropriate:

- the pseudonymisation and encryption of personal data;
  - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems used for such processing;
  - the ability to restore the availability and access to personal data in the event of a physical or technical incident; and
  - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- any material changes to the Security Measures shall be agreed in writing by the Parties;
  - the Supplier shall assist IE in ensuring compliance with IE's obligations in respect of security of personal data under Data Protection Legislation;
  - the Supplier shall make available to IE all information necessary to demonstrate compliance with its obligations set out in this Clause A16(1) and allow for and contribute to audits, including inspections, conducted by IE or another auditor mandated by IE to ensure compliance with the obligations laid down in this Clause A16(1), including the Supplier's data security obligations under Data Protection Legislation provided however that IE shall be entitled, at IE's discretion, to accept adherence by the Supplier to an approved code of conduct or an approved certification mechanism to aid demonstration by the Supplier that the Supplier is compliant with the provisions of this Clause A16(1);
  - the Supplier shall, in accordance with Article 28(3) of the GDPR, immediately inform IE if, in its opinion, an instruction infringes the GDPR or other EU Member State law;
  - the Supplier shall promptly (and in any event within 48 hours) inform IE in the event of receiving a request from a data subject to exercise their data subject rights under Data Protection Legislation and provide such co-operation and assistance in relation to such a request, without responding to that request unless otherwise authorised by IE to do so;
  - the Supplier shall assist IE, including by implementing appropriate technical and organisational measures, to allow IE to comply with requests from data subjects to exercise their rights under Data Protection Legislation;

- the Supplier shall ensure that access to IE's personal data is limited to (i) those persons who need access to IE's personal data to meet the Supplier's obligations under the Contract, (ii) in the case of any access by such persons, such part or parts of the personal data as is strictly necessary for that person to perform its duties; and (iii) such persons authorised to process such personal data have committed themselves to binding and enforceable confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- the Supplier shall not use any sub-contractor in the provision of the Services or the performance of its obligations under this Contract that will have access to such personal data without the prior written consent of IE and where IE has consented to the appointment of a sub-contractor, the Supplier shall not replace or engage other sub-contractors without the prior written consent of IE;
- where any sub-contractor of the Supplier will be processing such personal data on behalf of IE, the Supplier shall ensure that a written contract exists between the Supplier and the sub-contractor containing clauses that impose at least the equivalent obligations to those imposed on the Supplier in this Clause A16(1). In the event that any sub-contractor fails to meet its data protection obligations, the Supplier shall remain fully liable to IE for the performance of the sub-contractor's obligations;
- the Supplier shall ensure compliance with this Clause A16(1) by any sub-contractor and any other person acting under the Supplier's authority who has access to such personal data;
- the Supplier shall without undue delay, and in any event within 24 hours, notify IE (i) of any suspected or actual breaches of the Supplier's or any of its sub-contractor's systems which may put the personal data at risk of disclosure, unauthorised processing or accidental or unlawful destruction, loss, alteration, or access to personal data, including without limitation ransomware or denial of service attacks and (ii) if any personal data is otherwise lost, stolen, misappropriated, destroyed or becomes damaged, corrupted or unusable, and the Supplier shall provide IE with such co-operation and assistance as may be required to mitigate against the effects of , and comply with any reporting obligations which may apply in respect of, any such breach;
- the Supplier shall, at IE's request, cooperate with and assist IE to enable IE to comply, in accordance with Data Protection Legislation, with any assessment, enquiry, notice, investigation, audit or consultation under Data Protection Legislation, which shall include the provision of all data requested by IE within the timescale specified by IE;

- the Supplier shall keep accurate and up-to-date records of its processing of the personal data processed pursuant to this Contract and share such records with IE immediately upon request;
- the Supplier shall, at the choice of IE, delete or return all such personal data to IE when the Supplier ceases to provide services relating to data processing under this Contract and delete all existing copies and extracts of such personal data unless applicable EU law or the laws of an EU Member State require storage of the personal data;
- if the Supplier receives any complaint, notice or communication in respect of the Services and which relates directly or indirectly to the processing of personal data and/or to compliance with Data Protection Legislation, the Supplier shall immediately notify IE and shall provide IE with full co-operation and assistance in relation to any such complaint, notice or communication;
- no such personal data shall be transferred outside of the European Economic Area by the Supplier or any of its agents or sub-contractors without the prior written consent of IE which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Supplier shall comply with the requirements of Data Protection Legislation in respect of transfers of such personal data outside of the European Economic Area, to the extent that IE consents to any such transfer; and
- nothing contained in this Contract shall relieve the Supplier of its direct responsibilities and liabilities under the GDPR.
- The Supplier shall indemnify IE and IE's officers, employees, servants, agents and sub-contractors against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and regulatory fines ("Loss") incurred by IE or for which IE may become liable including:
  - civil claims where a final award of damages has been granted (including in relation to a court approved settlement) in favour of a data subject; and/or
  - administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction,

in each case, to the extent that such Loss arises from or in connection with the Supplier acting outside or contrary to the lawful instructions of IE and/or any other breach by the Supplier of its data protection obligations under this Contract or Data Protection Legislation.

#### **A17 Freedom of Information**



- (1) The Supplier shall co-operate with IE and provide such information as IE may reasonably require in relation to any information required to be given by IE relating to this Contract to any party at any time under applicable Law, including for the avoidance of doubt, the Freedom of Information Act 2014 (the “2014 Act”), subject to the caveats and protections as may be afforded to IE in relation to the furnishing of such information under applicable Law. IE is a partially exempt body under the 2014 Act (Part 1, Schedule 1, paragraph (p) of the 2014 Act) and will comply with any obligations imposed on it under the 2014 Act in respect of its non-exempt activities. CIE is listed as one of the exempt bodies under Part 2, Schedule 1 of the 2014 Act and the 2014 Act does not apply to CIE. The Supplier shall identify to IE any information that it considers should not be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. IE will consult with the Supplier about this commercially sensitive information before making any decision on any request under applicable FOI legislation, provided that nothing in this Contract shall prevent IE or CIE from disclosing any information or materials required under applicable Law.
- (2) The Supplier will indemnify and keep indemnified each of IE and CIE and each of their directors, employees, servants and agents indemnified against all liability, claims, damages, costs (including legal costs) and expenses incurred by any of them in respect of any breach of this Clause A17 by the Supplier or any person acting on its behalf.

#### **A18 Conflicts, Corrupt Gifts, Payments of Commission**

- (a) Conflicts of Interest: The Supplier shall not act in a conflict of interest with IE and/or CIE in the performance of its obligations under this Contract. The Supplier undertakes to disclose in writing to IE within forty-eight (48) hours of it coming to its attention, any conflict or potential conflict of interest with IE and/or CIE which it, or any person acting on its behalf, may have. IE shall, in its absolute discretion, decide on the appropriate course of action, which may include termination of this Contract, and the Supplier shall comply with such directions.
- (b) Corrupt Gifts/Commissions: The Supplier shall not give, offer or agree to give or offer any employee, servant or agent of IE or of CIE any gift or money or of any other kind (including without limitation any loan, fees, commission, reward, benefit, hospitality or other payment) unless it is provided for in the Contract. The Supplier shall not commit any offence under the Prevention of Corruption Acts, Ethics in Public Office Acts and Standards in Public Office Acts.
- (c) The Supplier shall comply, as a fundamental condition of this Contract, with IE’s Code of Conduct set out in Schedule H.

#### **A19 Force Majeure and Suspension**

1. The following provisions apply to a Force Majeure Event:
  - a. if any Party is affected by a Force Majeure Event (the “**Affected Party**”) it shall promptly notify the other Parties by Notice in writing in reasonable detail of the nature and extent of the circumstances in question. The Affected Party will not be in breach of this Contract or otherwise liable to the other Parties, for any delay in performance or the non-performance by it, to the extent that the delay or non-performance is due to a Force Majeure Event which it has notified to the other Parties by Notice in writing and the time for performance of the affected obligations shall be extended accordingly;

- b. the Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations hereunder and shall notify the other Parties immediately in writing by Notice in writing once the Force Majeure Event has ended and shall forthwith resume performance of all of its obligations under this Agreement;
  - c. IE shall have the right, without prejudice to any of its rights herein, to make alternative arrangements for the supply of the Goods to it, if the Supplier is unable to do so in whole or in part due to a Force Majeure Event. Under those circumstances, the Supplier shall not be permitted to recommence supplying the Goods to IE until any contractual obligations of IE and/or CIE with a third party in making such alternative arrangements have ceased or expired;
  - d. If the event of Force Majeure Event resulting in the delay in performance or the non-performance by any Party of its obligations hereunder continues for more than one (1) Month from the date of its notification under (1) of this Clause A19, any Party may terminate the Contract by Notice in writing pursuant to Clause A20(2).
2. The following provisions apply to any suspension of this Contract by IE:
- 1. IE may, in its sole discretion, by Notice in writing to the Supplier, suspend the performance by the Supplier of all or any of its obligations under this Contract for such times and dates such a manner as may be specified by IE in the notice of suspension. Payment in respect of all obligations notified, is also suspended. IE may at any time to instruct the Supplier by informal notice in writing to resume performing the Contract.
  - 2. Where IE suspends the Contract or any part thereof, the Supplier shall be entitled, on any resumption of obligations, to an extension of time for performance of its obligation(s) and to be reimbursed by IE in respect of any increased costs reasonably incurred by it by reason of such suspension in accordance with the Pricing Document (provided that such reimbursement shall not exceed the rates applicable in the Pricing Document referable to those obligations which were suspended) and provided that the suspension is not triggered as a result of any default or breach by the Supplier of its obligations under the Contract. Any suspension shall be without prejudice to any antecedent breach of this Contract and the Supplier shall be entitled to be paid for work done up to the date of suspension. The Supplier shall not be entitled to claim against IE or CIE for loss of profit, costs, expenses, damages, loss of contracts or for any other losses arising from or connected with any suspension of the Services or any part thereof.
  - 3. Where the suspension continues for a period of six (6) Months, the Supplier shall be entitled to issue a Notice in writing to IE at the expiry of the six month period, requiring it to lift the suspension. If the suspension is not lifted within thirty (30) calendar days of IE receiving such Notice, either IE or the Supplier shall be entitled to terminate this Contract by serving not less than thirty (30) calendar days' Notice in writing served on all other Parties to this Contract.

#### **A20 Termination and Consequences of Termination**

- 1. Termination for Supplier's Default: IE may, without prejudice to any other right or remedy it may have, terminate this Contract without liability for compensation or damages of any kind, by giving the Supplier Notice in writing to take effect forthwith on the date of issue of the Notice or on such other time and date as is stated in the Notice, if any one or more of the following events occur:

1. if the Supplier commits a material breach of contract or a persistent or recurring breach of its obligations under this Contract having a material effect, and fails to remedy the breach/breaches where capable of remedy, within ten (10) Working Days of being requested to do by IE;
2. if the Supplier fails to hold or maintain a Tax Clearance Certificate;
3. if the Supplier fails to maintain the Insurances;
4. if the Supplier fails to comply with any of the Specification, IE Standards, or IE's Code of Conduct;
5. if the Supplier fails to maintain, or loses its status (however arising) as an "Approved Supplier of Safety Critical Equipment" under the applicable IE Standard SMS-009, where such Standard had been made applicable to this Contract under Schedule I;
6. if the Supplier fails to maintain any consents, approvals, licences or authorisations as may be required under applicable Law to sell and deliver the Goods to IE;
7. if the Supplier fails to perform any of its obligations under this Contract and/or fails to supply the Goods;
8. if the Supplier ceases or threatens to cease carrying on business or abandons or repudiates this Contract;
9. if Liquidated Damages of the aggregate amount specified in C4 (Schedule C) are imposed on the Supplier, in the manner referred to in C4, in any case where C4 is made applicable;
10. where IE becomes aware that any of the exclusion grounds set out in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016 apply to the Supplier or to any of its subcontractors;
11. if the Supplier is unable to pay its debts as they fall due, is wound up, becomes insolvent, becomes bankrupt, commences winding up, or if a liquidator, official assignee or similar official in bankruptcy is appointed, or a receiver, examiner or interim examiner, administrator or similar officer is appointed over the assets or undertaking of the Supplier, or if it is struck off by the Registrar of Companies (or under any analogous legislation under the laws of its country of incorporation).
12. Termination for Force Majeure: Any Party may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19(1)(d), such termination to take effect on the time and date stated in the Notice, and no compensation or payment of any kind shall be payable to any Party in respect of termination for Force Majeure.
13. Termination for Suspension: IE or the Supplier may terminate this Contract by Notice in writing pursuant to the provisions of Clause A19 (2) (c).
14. Termination by IE: IE may, in its sole discretion, terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to the Supplier with a copy to CIE. Such termination shall be without prejudice to any claims any Party may have under the Contract. In the event

that IE terminates the Contract under this Clause A20 (4) it will pay such of the Charges (less all deductions permitted by this Contract) in respect of the supply of Goods as are owing to the Supplier up to the date of termination but no other compensation or payment of any kind shall be payable to the Supplier.

15. Termination by Supplier: The Supplier may terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to IE with a copy to CIE, in the event that IE fails to pay any sum(s) lawfully due to it under this Contract (subject to all rights of withholding, set off and deduction hereunder) which have not been disputed by IE and remain unpaid for more than thirty (30) calendar days from receipt by IE of a non-disputed invoice from the Supplier.
16. Termination in the event of a challenge to contract award: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that a challenge to the award of this Contract to the Supplier or to any aspect of the competition leading to award of this Contract is or has been made by any person on the grounds of non-compliance with EU public procurement rules. If IE exercises its right of termination pursuant to this Clause A19(6) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(6).
17. Termination in the event Contract is declared "ineffective": In the event that this Contract is declared "ineffective" pursuant to Regulation 9(1) (b) of the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010, neither IE nor CIE shall have any liability to the Supplier other than in respect of the aspects of the Goods provided prior to the date on which such "ineffectiveness" order takes effect, which cost shall be assessed in accordance with the Charges set out in Schedule G (Charges). Under no circumstances shall the Supplier be entitled to any payment or compensation for loss of profit for the Services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness". IE, CIE and the Supplier acknowledge and agree that it is intended that the provisions of this Clause A20(7) shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Contract notwithstanding any declaration of ineffectiveness of this Contract.
18. Termination under Regulation 98, Utilities Regulations: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that any one or more of the circumstances set out in Regulation 98 of the Utilities Regulations 2016 applies. If IE exercises its right of termination pursuant to this Clause A20(8) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A20(8).

19. Consequence of Termination: In the event of termination for whatever reason (whether under any of the provisions of Clause A20 or not), the Supplier shall not be entitled to claim any compensation or payment of any kind and shall only be entitled to payment of such Charges as are calculated in accordance with this Contract and correctly due at the date of termination. No Party shall be liable to any other Party for any consequential or indirect loss (however arising) including loss of profit, loss of turnover, loss of contracts or revenues, financing costs, loss of goodwill, loss of business opportunity or anticipated saving or loss or use suffered or incurred by any Party arising out of in connection with this Contract for any reason whether on termination, expiry or assignment or during the Term. Termination of this Contract shall be without prejudice to the rights and remedies of any Party arising hereunder and to any provision expressed to survive termination.
20. On termination of this Contract however arising, the Supplier shall, and shall procure that its subcontractors, servants and agents shall, return or furnish forthwith to IE and/or CIE any property of IE or of CIE, any Goods due for Delivery to IE, and all documentation, records, manuals relating to the Goods as are due for delivery to IE, and shall execute and deliver all documentation, reports and records relating to the Goods and take any further steps that IE may reasonably require for the purpose of fully vesting in IE the Goods and all rights and benefits relating to them envisaged by this Contract.

#### **A21 Assignment and Sub-Contracting**

- (1) The Supplier may not transfer or assign, or subcontract, mortgage, charge, novate, create an interest in or any trust over, or otherwise dispose of the whole or any part of its rights, benefits or obligations under this Contract, directly or indirectly to any person whatsoever without the prior written consent of IE. IE may, in its sole and absolute discretion, withhold consent.
- (2) IE and CIE may transfer and assign all or any part of this Contract and shall give Notice in writing of such assignment or transfer thereafter to the Supplier. The Supplier shall do all acts and things and execute all documents necessary to give effect to such transfer or assignment.
- (3) The Supplier is strictly prohibited from subcontracting the whole of its obligations under this Contract, but may, only with the prior written consent IE, (at IE's absolute discretion under A21 (1)), subcontract any part of its obligations under this Contract.
- (4) If the Supplier wishes to appoint a subcontractor, it shall give not less than thirty (30) calendar days' notice in writing to IE by Notice, and shall furnish IE promptly and on request with such information and documentation concerning such appointment as IE may reasonably request, including but not limited to (a) evidence of the technical ability and resources of the proposed appointee to perform the intended obligations including copies of its audited accounts where requested, (b) evidence of compliance by the proposed appointee with all applicable Law and standards relating to this Contract, including evidence of a Tax Clearance Certificate and compliance with the insurance requirements,(c) full details of the proposed subcontractor, its registered office, date of incorporation, board of directors and management and staff, and (d) the intended commencement date and scope of work of the proposed subcontractor.
- (5) The Supplier shall, if requested by IE, and without prejudice to IE's rights as a contracting entity under Regulation 96(7) of the Utilities Regulations 2016, procure self-declarations from its sub-contractors appointed on the award of this contract in the manner provided for

in Regulation 89(4) of the Utilities Regulations 2016, and any sub-contractors who are presented for approval to IE after the award of this contract must provide the certificates and other supporting documents instead of the self-declarations required, pursuant to Regulation 96(5) of the Utilities Regulations 2016.

- (6) Without prejudice to any other provision of this Contract or of the Utilities Regulations 2016, IE is entitled to seek verification from the Supplier at any time in respect of its sub-contractors whether any of the exclusion grounds exist in relation to any of its sub-contractors, referred to in Article 57 of the Public Sector Directive, as referred to in Regulation 89 of the Utilities Regulations. If IE, as contracting entity, determines or becomes aware at any time, that any of the exclusion grounds set out in Article 57 of the Public Sector Directive (as referred to in Regulation 89 of the Utilities Regulations) apply to any sub-contractor of the Supplier, IE reserves the right to require the Supplier to immediately replace such sub-contractor and the Supplier shall comply immediately with such requirement. The Supplier shall also include in every sub-contract a right for the Supplier to terminate the sub-contract where any of the exclusion grounds referred to apply to the sub-contractor and also a requirement that the sub-contractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- (7) The Supplier is the prime contractor for the supply of the Goods to IE under Clause A6 (9), and is liable for all fees and charges of its subcontractors and their costs and expenses and neither IE nor CIE has any liability or responsibility in respect of them.
- (8) In no circumstances shall any subcontractor appointed by the Supplier, subcontract any part of the functions or activities subcontracted to it by the Supplier, and the Supplier shall ensure this provision is strictly observed. Any breach of this Clause A21 by the Supplier or any person acting on his behalf, shall be deemed a material breach of contract.

## **A22 Confidentiality and Announcements**

- (1) Confidentiality: Each Party agrees to treat all Confidential Information disclosed to it by any other Party, whether orally or in writing, and whether disclosed before or after the date of this Contract, as strictly confidential and shall not disclose same to any third party unless permitted by the provisions of this Clause A22. No Party in receipt of Confidential Information shall, during the Term and at any time after termination or expiry of this Contract may use Confidential Information for any purpose other than in the performance of its obligations under this Contract or disclose Confidential Information to any person/third party except with the prior written consent of the (original) disclosing Party to it hereunder, or in accordance with this Clause A22.
- (2) Confidential Information may be disclosed by the Party in receipt of same only and to the extent that:
  1. it has come into the public domain or into the knowledge of any other Party through no breach by the receiving Party of this Clause A2 or breach of any other provision of this Contract;
  2. it is required to be disclosed by Law or by any court, tribunal or regulatory body of competent authority having jurisdiction;
  3. in the case of IE, it is required by CIE, and in the case of either IE or CIE, it is required by the Oireachtas, the Government of Ireland, a Minister or Department of the Government of Ireland;

4. the disclosure is to professional advisers or auditors or bankers of any Party engaged by a Party and only to the extent that such disclosure is reasonably necessary.
- (3) Announcements: No media releases, public announcements or public disclosures relating to this Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Supplier without the prior written consent of IE (in its absolute discretion).
- (4) Nothing stated herein shall restrict IE from releasing appropriate information to potential tenderers in respect of the procurement of the Goods following the expiry or termination of this Contract.

#### **A23 Brexit**

It is anticipated that the United Kingdom shall withdraw from the European Union during the term of this Contract (such withdrawal from the European Union being referred to as “Brexit”). The Supplier confirms that it has taken into account all adjustments necessary in order to continue to perform its obligations under this Contract both prior to, during and subsequent to Brexit. No adjustment to the Charges shall be made or allowable during the term of the Contract as a result of Brexit.

#### **A24 Disputes, Governing Law and Jurisdiction**

- (1) Disputes: Subject to the Parties’ rights to apply to the courts, and without prejudice to their rights and remedies under Law, the Parties shall seek to amicably resolve any disputes between them relating to this Contract, howsoever arising within thirty (30) calendar days from the date the dispute first arose as recorded by IE (the “**Dispute Date**”), and shall meet to do so if required by IE. The Parties may agree procedures and protocols for such dispute resolution from time to time such as mediation, or conciliation, which if they do, shall be recorded in writing and signed by the Parties as a contract variation of this Contract under Clause A24(3). Each Party shall bear their own costs and expenses in relation to resolving any dispute by amicable means, unless otherwise agreed in writing by the Parties. Performance of this Contract by the Parties shall continue during the dispute resolution process on a strictly without prejudice basis, i.e. without prejudice to the rights and remedies of the Parties, howsoever arising, at Law.
- (2) Governing Law: This Contract shall in all respects be governed by and construed in accordance with the laws of Ireland.
- (3) Jurisdiction: The Parties hereby irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any dispute however arising, out of or in connection with this Contract not resolved by the Parties pursuant to Clause A24(1) within thirty (30) calendar days of the Dispute Date. The Parties also agree that the persons named in paragraph 3 on pages 4-5 of the Contract are authorised to accept service of proceedings on their behalf respectively.

#### **A25 General**

- (1) Notices: Notices to be given under this Contract by any Party to the other Parties shall be in writing and shall be delivered either personally or by hand/courier, or sent by pre-paid registered post to the persons named as Notice parties in paragraph 3 on pages 4-5 of the Contract. Where this Contract requires service of a Notice, it shall be served in accordance with this Clause A25(1). The Parties may from time to time agree in writing any changes to

the persons named as Notice parties. A Notice may not be served by email but a copy of a Notice may be sent by email for information purposes at the same time it is posted or delivered, but transmission by email does not constitute a valid service of a Notice under this Contract. Notices shall be deemed delivered: (a) if personally delivered, at the time of receipt, or (b) if posted, forty-eight (48) hours after the Notice was sent by registered post.

- (2) Reorganisation of IE/CIE Group: If IE, CIE or the Oireachtas or the Government of Ireland, or any Minister or any Department thereof should reorganise the business and/or the legal structure of IE, CIE or the CIE group, whether by dividing their businesses into separate corporate or statutory bodies or agencies, companies, subsidiaries, divisions or otherwise, (“Entities”), the Supplier shall thereafter deal with such Entities as if the parts of this Contract relevant to the business of Entities formed a contract between the Supplier and such Entities.
- (3) Variations: No changes, amendment or variation to this Contract or any part of it is valid unless it is in writing, stated to be an amendment to this Contract, and signed by or on behalf of each of the Parties, as a “Supplemental Agreement” or otherwise and any reference to the Contract in this document is a reference to it or any part of it that may be amended, varied, supplemented or novated as the case may be. Any variation, amendment or Supplemental Agreement to this Contract that is signed by each of the Parties, can only take effect after the issue of an amended Purchase Order by IE, where required by IE, and no invoice submitted by the Supplier will be paid in advance of the issue of an amended Purchase Order where it is required.
- (4) Severability: Each provision of this Contract is severable and distinct from the others, and if any term or provision of this Contract is found to be illegal or unenforceable, then such term or provision shall be deemed severed from the Contract and all other terms and provisions shall remain in full force and effect.
- (5) Waiver: No failure or delay by any Party to exercise any of its rights, powers or remedies shall operate as a waiver of them, nor shall any partial exercise preclude any further exercise of them or some other right, power or remedy available at Law.
- (6) Non-exclusivity: Nothing in this Agreement makes the Supplier the exclusive supplier to IE of the Goods or precludes IE from purchasing the Goods (or other goods or services) from any third party at any time during the currency of this Contract.
- (7) Cumulative Remedies: All remedies available to any Party to this Contract are cumulative and may be exercised separately or cumulatively, and the exercise of one remedy is not deemed to be an exclusion of other remedies available to that Party at Law.
- (8) Set Off: Without prejudice to any of its other rights or remedies, IE may set off any amount due to it however arising, from the Supplier, against any amount(s) payable by IE to the Supplier under this Contract.
- (9) No Authority/No Partnership: No Party shall have any right, power or authority to act on behalf of, act as agent for, or representative of, or otherwise bind any other Party unless expressly provided for herein.
- (10) Independent contractor: The Supplier is an independent contractor and not an agent of IE or of CIE.
- (11) Costs and Expenses: Each Party shall pay its own costs and expenses relating to the execution and implementation by it of this Contract and any document referred to in it.

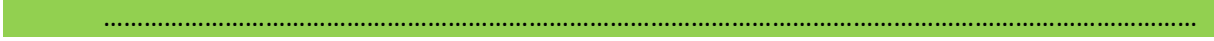


- (12) Survival: The provisions of this Contract shall continue to bind each Party insofar as and for so long as necessary to give effect to their respective rights and obligations hereunder.
- (13) Representations: Each Party acknowledges to the other Parties that it has not been induced to enter into this Contract by any statement or promise which it does not contain. Nothing in this Contract shall have the effect of limiting or negating the liability of any Party arising as a result of fraud.
- (14) Duty to mitigate: Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which any other Party may be entitled to under this Contract or at Law however arising.
- (15) English Language: This Contract and all documentation, data and information, instructions or requirements issued, submitted, or supplied under this Contract whatsoever, shall be in the English language. Should a translation or interpretation be required, the Supplier shall provide it either to IE (where requested by IE) or to himself, at his own expense.

#### **A26 Change Authorisation Procedure**

1. IE may, at any time during the Term, reduce the Charges to reflect any reduction in the Goods ordered and purchased by IE, and any determination by IE (which shall be based on the Pricing Document) shall be final and binding on the Supplier save for manifest error. Neither the Supplier nor any person acting on its behalf shall be entitled to any compensation in respect of any reduction or removal of orders for Goods unless otherwise agreed in writing. For the avoidance of doubt, any Goods reduced or omitted pursuant to Clause A26 may be procured by IE from another supplier.
2. Subject to (1) of this Clause A26 (which is a separate matter), and without prejudice to the rights and remedies of any Party under this Contract, either IE or the Supplier may propose a change to the Specification but only in respect of a change involved in the performance of the Supplier's obligations, and not any other aspect of the Specification, by serving a Notice in writing to each Party, called a "**Change Proposal Notice**", (served in accordance with Clause A25(1), and a copy may be issued by email) which must provide details of the changes proposed, the rationale for the change, the cost savings to IE, increased efficiencies, and an estimate of the time and cost required to prepare an impact assessment if required. Each Party shall bear its own costs and expenses in relation to dealing with and investigating any Change Proposal Notice, preparing cost estimates, impact assessments, and any other related documentation.
3. IE and the Supplier shall meet to discuss in good faith any Change Proposal Notice, subject to receipt of all details required by (2) of this Clause A26. Each of IE and the Supplier may accept or reject any Change Proposal Notice within ten (10) Working Days of the date of the Change Proposal Notice, or such other period as may be agreed and recorded in writing by IE and the Supplier as a contract amendment in compliance with Clause A25 (3).
4. If the change /changes proposed in any Change Proposal Notice are approved by both IE and the Supplier, this shall be recorded in writing and signed by the Parties in accordance with Clause A25(3) and the relevant changes implemented in accordance with any impact assessment that is approved, through the Specification and other relevant documentation. If IE and the Supplier do not agree to the changes proposed, the changes shall not take place and the Parties shall continue to perform their respective obligations under this Contract. Nothing in this Contract however shall operate as a restriction or impediment on any of the Parties from implementing any changes required by applicable Law that are mandatory, such

as a change in Law or standards including IE Standards or from IE implementing a change to IE Standards that has been notified in writing to the Supplier.



## SCHEDULE B: CONTRACT EXTENSIONS (IF ANY)

1. IE may, in its absolute discretion without any obligation thereto, decide to extend the Term of this Contract (set out in paragraph 5, page 5 of the Contract), by giving not less than six (6) Months' Notice in writing to the Supplier, for any period of Months up to a maximum of **twenty-four (24) Months** from the expiry of the Term, such that any extensions of this Contract granted by IE shall not exceed twenty-four (24) Months from the expiry of the Term. If IE agrees to any extension of the Term of this Contract, it shall be recorded in writing as a contract variation and signed by the Parties, in accordance with Clause A25(3) of Schedule A.
2. This Contract will expire on the expiry of the Term or on the expiry of any extension granted by IE, where a contract extension has been granted by IE, unless terminated earlier in accordance with the terms of the Contract.
3. The Charges shall be fixed for the entire duration of any Contract extension unless otherwise agreed with IE, and any changes to the Charges in respect of any Contract extension shall be at IE's sole and absolute discretion, and any determination of IE in respect thereof shall be final and binding on the Supplier save in the case of manifest error. There shall be no obligation on IE to agree to any changes to the Charges in respect of any Contract extension, but if changes to the Charges are agreed, they shall be recorded in writing as a contract variation in accordance with Clause A25(3) of Schedule A.

## SCHEDULE C: CONTRACT-SPECIFIC SPECIAL CONDITIONS

**[C1: TIME OF THE ESSENCE**

(A) “This Clause does NOT apply to this Contract.”

**C2: REMEDY OF DEFECTS PERIOD (this Clause applies to this Contract)**

“The Supplier shall remedy all Defects in the Goods to IE for a period of **twelve (12) Months** from the Delivery Date of the relevant Goods in each case (the “**Remedy of Defects Period**”), and in the case of any Goods that are replaced or repaired by the Supplier, the Remedy of Defects Period shall commence in each case from the date of acceptance by IE of such repaired or replaced Goods.”

**C3: CONTRACT-SPECIFIC INSURANCES (this Clause applies to this Contract)**

The Supplier shall obtain and maintain for the duration of the Term the Insurances specified in Schedule D.

**C4: LIQUIDATED DAMAGES**

(A) “This Clause does **NOT** apply to this Contract.”

**C5: CAP ON LIABILITY OF CONTRACTOR**

(B) “Subject to Clause A12(9) of Schedule A, the liability of the Supplier to IE and CIE in respect of claims, losses, or damages suffered or incurred by IE or CIE or both, arising from or in connection with the delivery of the Goods by the Supplier and the performance of its obligations, whether under the Contract, in tort or negligence, or at Law or in equity, shall be limited to and shall not exceed a sum in euro equal to **100 %** One hundred percent of the total amount of the Charges for the entire Term of the Contract (being the Contract Value).

**PROVIDED** however that this limit on liability of the Supplier shall not apply in the following circumstances:

(i) liability of the Supplier under A12 of Schedule A concerning Intellectual Property, in such circumstances the liability of the Supplier shall be unlimited;

(ii) liability of the Supplier for any sickness, injury to any person (fatal or otherwise), death or disease or any person resulting from any act, omission, error, negligence, default, breach of contract, breach of duty or breach of statutory duty of the Supplier or any person acting on behalf of the Supplier in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(iii) any liability of the Supplier under A15 (Employment law) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(iv) any liability of the Supplier under Clause A16 (Data Protection) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(v) any liability of the Supplier under Clause A17 (Freedom of Information) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any liability of the Supplier in the event of fraud, fraudulent misrepresentation, corruption, wilful default, wilful misconduct on the part of the Supplier or any person acting on its behalf in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;

(vi) any other liability of the Supplier that cannot be legally capped or excluded under applicable Law.”

**C6: IE STANDARDS AND IE’S CODE OF CONDUCT (this Clause applies to this Contract)**

The Supplier shall comply with the IE Standards set out in Schedule I and with IE’s Code of Conduct set out in Schedule H.



## SCHEDULE D: CONTRACT-SPECIFIC INSURANCES

*[DRAFTING NOTE FOR IE: IE must select classes of insurance as appropriate to the specific Goods and contractual obligations the subject of the Contract, and also insert the appropriate levels for each class of insurance, as advised by its insurance advisers or otherwise as decided by IE. THIS SCHEDULE MUST BE COMPLETED BY IE PRIOR TO ISSUE TO TENDER. Delete this drafting note prior to issue to tender.]*

The Supplier shall maintain the following insurances for the following terms:

- 1 **Public Liability Insurance:** A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising out of the Supplier's performance of this Contract (Public Liability Insurance) for an amount not less than [REDACTED] per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 2 **Employer Liability Insurance:** A policy insuring against liability for any claims, damages, losses and expenses (including legal fees and expenses) arising out of the injury to, or disease or death of any person employed by the Supplier in the course of the Supplier's performance of this Contract (Employer's Liability Insurance) for an amount not less [REDACTED] per occurrence to be maintained at all times during the Term of this Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 3 **Product Liability Insurance:** A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising due to the products used by the Supplier in the performance of the Services under the Contract (Product Liability Insurance) for an amount not less [REDACTED] euro per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 4 **Pollution Liability:** A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or personal injury of any person arising out of sudden and unforeseen pollution due to the Supplier's performance of the Contract (Pollution Liability Insurance) for an amount not less [REDACTED] in the aggregate to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 5 **Motor TPPD:** A motor vehicle insurance (as required by the Road Traffic Acts) and including third party property damage insurance policy having unlimited bodily injury cover and also covering third party property damage for an amount of not less than [REDACTED] each and every claim to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 6 **Contractors All Risks:** Contract Value plus 15%. Iarnrod Eireann and CIE to be included as Joint Insured.

IARNROD EIREANN PRE-VETTING INSURANCE QUESTIONNAIRE

Contractor [REDACTED]

Business Description on policies DISTRIBUTION OF CCTVs & SECURITY SYSTEMS

	Limit of Indemnity	Excess each Claim	Insurer	Renewal Date
Employers Liability	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="border: 1px solid black; padding: 2px;">22/07/2020</span>
Public/Products Liability	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="border: 1px solid black; padding: 2px;">22/02/2020</span>
Contractors All Risks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Insurance	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="border: 1px solid black; padding: 2px;">19/07/2020</span>
Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security/Cleaning Contractors only				
▪ Wrongful Arrest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▪ Fidelity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▪ Efficacy/Contractual Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I/We confirm that the details contained in the following sections are correct as at 27/11/2019

Signature : [REDACTED] Date: 27/11/2019

Printed Name : [REDACTED] Broker/Insurance Company: [REDACTED]



## SCHEDULE 2

**Insurance Questionnaire/Requirements (Contract Ref: 7192 Lot2 supply of PTZ CCTV Cameras)**

(Tenderers should also refer to the insurance provisions in the Framework Agreement for more details)

Contractor	Northwood Technology Limited			
Business Description on policies	Distribution of CCTV and Security Systems			
	<b>Limit of Indemnity</b>	<b>Excess each Claim</b>	<b>Insurer</b>	<b>Renewal Date</b>
Public Liability	[REDACTED]	Nil	[REDACTED]	22/07/2021
Products Liability	[REDACTED]	Nil	[REDACTED]	22/07/2021
Employers Liability	[REDACTED]	Nil	[REDACTED]	22/07/2021
Professional Indemnity	N/A	N/A	N/A	N/A
Motor and Third Party Property Damage	[REDACTED]	[REDACTED]	RSA	19/07/2021
Contractors All Risks	N/A	N/A	N/A	N/A
Property Damage/Goods Transit Insurance	Goods in transit insurance (noting the interest of IE) covering any loss or damage to the equipment for its full reinstatement value	€10,000		
I / We confirm that the details contained in the following sections are correct as at <span style="float: right;">22/09/2020</span>				
Signature :	[REDACTED]	Date:	22nd September 2020	
Printed Name :	[REDACTED]	Broker/Insurance Company:	[REDACTED]	

## SCHEDULE E: FORM OF ADVANCE PAYMENT BOND

*[To be issued on the letterhead of a reputable insurance company licensed to carry on business in the European Union or an AA rated bank lawfully authorised to transact such business in the EU]*

### **ADVANCE PAYMENT ON DEMAND BOND**

**DATED THE [INSERT DAY] OF [INSERT MONTH], 20[ ]**

CONCERNING A CONTRACT FOR [INSERT DETAILS OF CONTRACT] BETWEEN [ • INSERT NAME OF THE CONTRACTOR] (THE “SUPPLIER”), IARNRÓD ÉIREANN-IRISH RAIL (“IE”) AND CÓRAS IOMPAIR ÉIREANN (“CIE”) EVIDENCED INTER ALIA BY A CONTRACT AGREEMENT DATED THE [ • INSERT DAY] OF [ • INSERT MONTH] 20[ • ] (THE “CONTRACT”)

We, [insert name of bank/insurance company], having our registered office at [insert details of registered office] hereby irrevocably and unconditionally undertake and agree as primary obligor for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, to pay to IE any amount or amounts in aggregate not exceeding [insert relevant amount in euro in figures as well as in words] (the “**Bond Amount**”) upon IE’s first demand in writing (executed under the seal of IE) to us accompanied by IE’s declaration (executed under the seal of IE) that the Supplier has failed to comply with all or any of its obligations under the Contract.

More than one demand may be made under this bond provided that the aggregate of all demands made hereunder shall not exceed the Bond Amount.

Any demand in respect of this advance payment on demand bond shall be in the English language and shall specifically state the amount demanded and that it is a demand or declaration in respect of this advance payment on demand bond. Any such demand together with the accompanying declaration shall be delivered by hand or sent by prepaid registered post to our registered office set out above. Such demand and declaration shall be deemed to have been duly served on us at the time of delivery, if delivered by hand, and forty-eight (48) hours after it is sent, if sent by prepaid registered post.

This advance payment on demand bond shall be valid from the date first stated above until the date of [insert details of relevant date e.g. date of practical completion/delivery of the Goods, expiry of remedy of defects period] in accordance with the Contract provided that the expiry of this advance payment on demand bond shall not affect the validity of any demand made by IE prior to the date of expiration.

This advance payment on demand bond shall be governed by and construed in accordance with Irish law and the Irish Courts shall have exclusive jurisdiction hereunder.

**[execution block – *bond to be executed as a deed*]**

## SCHEDULE F: THE SPECIFICATION

[



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Contract Ref.7192 Lot2

Supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras for use at Level Crossings

---

Technical Specification

Tender Issue

August 2020

List of Acronyms

CCTV	Closed Circuit Television
IÉ	Iarnród Éireann (Irish Rail)
PTZ	Pan Tilt Zoom
TVL	Television Lines
PAL	Phase alternating line
SNR	Signal to Noise Ratio
RoHS	Restriction of Hazardous Substance

## Introduction

Iarnród Éireann is seeking to establish a 3 year contract (with the option to extend for a further two year) for the supply of Pan Tilt Zoom (PTZ) Closed Circuit Television (CCTV) Cameras.

The cameras, which will be installed by IÉ, use at level crossings and will be controlled from an equipment room located at the level crossings. The cameras will be viewed remotely by a signalman. The only part of the camera over which the signalman will have control is the wiper. To operate the wiper, the signalman will press a button which will close a contact in the equipment room where the PTZ camera keyboard and junction box are to be located. Supply of the wiper trigger mechanism is not part of this tender.

## Current System requirement:

Iarnród Éireann currently uses both Predator 28X Col/Mono and Redvision RVX28-W-M PTZ Cameras. However, this tender is primarily concerned with the supply of Predator PTZ cameras.

Stringent testing has been carried out on the current PTZ camera models. Therefore, it is envisaged that a supplier should be able to support existing Predator 28X Col/Mono model and/or newer models.

Where newer models are proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing PTZ Cameras specifications.

## Scope

The scope of the contract involves the supply of Predator 28X Col/Mono PTZ Cameras or newer models (Specification sheets attached within the tender pack). Fixed prices should be provided for the duration of the contract.

Note: the prime requirement is for the supply of Predator PTZ and/or newer models. The supply of Redvision PTZ is an additional option.

## PTZ CCTV Camera Specification

The proposed camera must have the following features as a minimum:

- Analog image with low voltage power supply, 24V AC 12Vdc
- Lens width of minimum 3.5mm
- Pole-top and wall mounts
- Pelco P 9600 control protocol
- A wiper that can be triggered by a dry contact independent of the keyboard.
  - Wiper to return to home position after wipe cycle
  - Wiper Blades and Arm replaceable
  
- RoHS compliant
- Minimum IP65 rated
- Composite 1V p-p 75 Ohm BNC
- Auto Iris
- Camera must be compatible with a pole mount and wall bracket
- Compatible with a non-proprietary keyboard
- Following restart after power loss/reset, the camera must automatically move to a pre-set location.

- Capable of displaying on-screen text of at least 8 alpha and numeric characters plus spaces
- It must be possible to position the text at any position on the screen.
- Resolution of at least 670 TVL
- Pixels of at least PAL 976(H) \* 582 (V)
- SNR not > 48dB
- Line resolution > 670 TVL
- Min Illumination 0.8Lux
- Warranty of at least 2 years

It is preferable that the camera:

- Has a lens size wider than 3-50mm, which is the minimum as per above
- Can be placed at least 80m from its junction box

#### Delivery

Delivery will be to Inchicore, Dublin 8. Cameras must be delivered within 2 weeks from date of issue of Purchase Order from IE. Tenderers must provide supporting detail relating to delivery lead-time.

#### Warranty

Tenderers must provide supporting detail relating to their warrant proposal and addition support offerings.

#### Tender Submissions and Evaluation of tenders

Tenderers are required to complete the attached documentation in strict accordance with the instructions provided. IE's technical requirements are set out in this document, cost return form and declaration form must be signed.

Tenderers must provide an official copy of the product specification sheet for newer models and sufficient technical details within their tender submission to fully demonstrate technical compliance with IE's specification.

Compliance with mandatory specifications must be clearly outlined within the Tenderers submission. The technical compliance evaluation will be based on the information provided and supporting information included in the tender.

## SCHEDULE G: PRICING DOCUMENT (CHARGES)



### 360 Vision Warranty Policy

#### Warranty Policy

360 Vision Technology Limited warrants that any good supplied will correspond with their description at the time of delivery and will unless otherwise stated be free from defects in material and workmanship which become manifest and are notified to the Company in writing within a period of 36 months from delivery or within any longer warranty period as may be stated on the Purchase Order Confirmation. This warranty is subject to the goods having been properly installed in normal environmental operating conditions.

Furthermore, 360 Vision Technology commits to support these products for a minimum of 10 years following installation. This will either be done by repair of the equipment in question or by offering an equivalent unit, should repair not be possible.

#### Customer Returns/Repairs Procedure

In the first instance the customer should contact Northwood Technologies technical support department to see if the issue can be fixed. If unsuccessful, an RMA reference will be issued.

The following information will be required so that the RMA can be issued:

PRODUCT CODE

SERIAL NUMBER

FAULT



## CONTACT DETAILS

## RETURN ADDRESS

The unit is returned to Northwood Technology Ltd and it is booked into the repairs schedule.

The unit will be assessed and if there is a repair charge a quotation is emailed to the customer.

If the customer wishes to proceed with the repair, a purchase order will be required. If the repair charge quote is rejected by the customer, there will be a €116.00 labour charge and the unit will be returned to the customer.

Once the purchase order is received the repair will go ahead and we will advise a delivery date on completion.

Should no fault be found with the unit, regardless of it being in or out of warranty, a standard charge of €137.00 will be applied for the labour and final test.

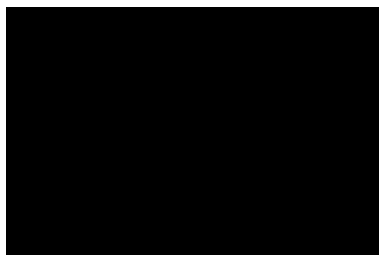
Northwood Technology will endeavour to assess, repair and return the unit to the client within period of 15 days from date of receipt.

I can confirm that there is no image buffering or latency with the image transmission on the proposed Camera. The video signal is a 1v peak to peak 75 Ohms analogue signal (real time)		Signature	
<b>Company Name Northwood Technology Ltd</b>		<b>Prime requirement</b>	
		<b>Predator</b>	
<b>Model Ref</b>		<b>TN02-PRED-30</b>	
		<b>Compliant Yes</b>	
Analog image with low voltage power supply, 24V AC OR 12Vdc			
Viewing angle of no less than 60 degrees			
Pole-top and wall mounts			
Pelco P 9600 control protocol			
A wiper that can be triggered by a dry contact independent of the keyboard.			
Wiper to return to home position after wipe cycle			
Wiper Blades and Arm replaceable			
Minimum IP65 rated			
Composite 1V p-p 75 Ohm BNC, no encoding or image buffering acceptable, to be confirmed in writing *			
Auto Iris			
Camera must be compatible with a pole mount and wall bracket			
Compatible with a non-proprietary keyboard			

Following restart after power loss/reset, the camera must automatically move to a pre-set location.		
Capable of displaying on-screen text of at least 8 alpha and numeric characters plus spaces		
It must be possible to position the text at any position on the screen.		
Resolution of at least 670 TVL		
Camera and Brackets Colour Black		
SNR not > 48dB		
Min Illumination 0.8Lux		
Warranty of at least 2 years		
Camera		
Pole Mounting Brackets		
Pedestal Bracket		
Wall Bracket		
Umbilical Cable 10m		
Umbilical Cable 40m		
Umbilical Cable 80m		
Keyboard		
Replacement Wipers		
Replacement wiper arms		
PSU in IP Rated Box.		
Alarm card if required to operate wiper as described		
<b>Total € of components</b>		

## SCHEDULE H: IE'S CODE OF CONDUCT

/



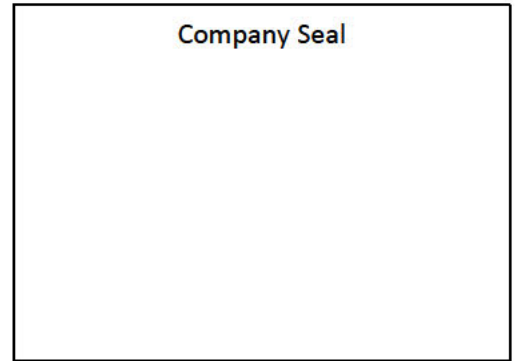
### CODE OF CONDUCT FOR STAFF

1. Comply with all legal obligations in relation to Health & Safety and Welfare at Work Act. Complete all tasks in a professional, safe and conscientious manner and wear safety equipment where provided and as recommended by the manufacturer.
2. Conform to Iarnrod Eireann-Irish Rail normal staff and security practices and co-operate with administration staff at all times.
3. Be clearly identifiable whilst on site and wear at all times your company identification badge and sign on and off duty in appropriate record or in accordance with the terms agreed under the contract.
4. Immediately inform the member in charge of the Iarnrod Eireann-Irish Rail site of any issues that arise that may affect the performance of the service to be provided under the contract.
5. Ensure that services are provided without causing any or minimal interruption to, interference or inconvenience to administration staff or daily work routine.
6. Maintain good personal hygiene and appear clean and tidy at all times.
7. Smoking will not be permitted on any Iarnrod Eireann-Irish Rail sites.

Signed: [Redacted]

Position: Technical Director

Company: [Redacted]



**SCHEDULE I: APPLICABLE IE STANDARDS (IF ANY)**

Code of Conduct for Suppliers & Business Partners of  
the CIE Group

## 1. Guiding Principles

The guiding principles governing our employees relationship with our Business Partners,<sup>1</sup> which are detailed in the CIÉ Group Code of Business Ethics for Employees, include;

1 Defined as suppliers, contractors, service providers and consultants (including their employees, servants, agents and sub-contractors)

1. Integrity
2. Confidentiality of information
3. Legality
4. Disclosure of Interest
5. Loyalty
6. Fairness
7. Consideration for work/external environment

These principles apply equally to our Business Partners. The purpose of this document is to inform our Business Partners of expectations in relation to conducting business or seeking to conduct business with the CIÉ Group of companies.

### 2. Basis of purchasing decisions

Purchasing decisions and contract awards are made solely on the basis of the offers submitted, in accordance with the award criteria for the particular tender or request for quotation. At all times any impropriety, or even the perception of any impropriety, must be avoided.

### 3. Responsibilities of our Business Partners

CIÉ Group's Business Partners are required to comply with this Code of Conduct for Suppliers and must ensure that all of their employees, sub-contractors and agents, who come in contact with CIÉ are made aware of, and comply with this Code of Conduct. The Statement of Commitment (see Appendix 1) must be signed off by all Business Partners who conduct or wish to conduct business with the CIÉ Group of companies.

### 4. Main Requirements.

#### a. Bribes, Kickbacks and Commissions

☒ These are PROHIBITED.

☒ They may not be given, received, offered or solicited; whether directly or indirectly through a third party.

#### b. Gifts and Hospitality

☒ Gifts are not necessary nor are they expected

☒ Where gifts are given, they should be infrequent and of nominal value. The maximum total value of gifts that can be accepted by a CIÉ Group company employee is █████.

☒ In the event of gifts of higher value (e.g. Christmas Hampers) being received by employees, it is company policy that the employee advises their supervisor or manager and returns the gift.

☒ CIÉ Group company employees are prohibited from soliciting gifts or favours from Business Partners and any such requests should be advised to the company (see 4g below).

c. Hospitality

- ☒ Hospitality should be modest and appropriate to the business situation
- ☒ The provision of overnight accommodation, overseas travel, motor vehicles or use of motor vehicles is PROHIBITED.
- ☒ Meals may be provided in the business context, such as when an employee is on a visit to a business partners premises, but they should not be lavish or overly expensive or frequent.
- ☒ Employees are obliged to report all offers of hospitality to their supervisor

d. Conflict of Interest

- ☒ CIE Group company employees and Business Partners must avoid any situation that is, or may be perceived as, a Conflict of Interest.
- ☒ CIE Group company employees must represent CIE's best interests and both the employee and the Business Partner are required to disclose the following:
  - ☒☒ Any close relationship that could affect the business relationship or a business decision
  - ☒☒ Any common business interests
  - ☒☒ Close family ties with persons who can influence the business decision.

e. Use of CIE Group Company names or logos

1. Business Partners may not use the names or logos of Coras Iompair Éireann or any of its subsidiary companies without prior specific written permission of the Company Secretary.

2. This is dealt with in detail in our Conditions of Contract.

f. Attempt to canvass or influence a Purchase Decision

1. Any improper attempt to influence a purchasing decision or to canvass can, and will, lead to exclusion from the tender process and other actions.

2. This is dealt with in detail in our Conditions of Tender.

g. Confidentiality and Reporting

1. Business Partners are required to report concerns regarding ethical issues or violations of this Code of Conduct by an employee of any CIE Group company, by their employees, or by a third party to:

The Head of Internal Audit, CIE Group, Áras Éanna, 60 Gardiner Street Lower, Dublin 1

or

The Chief Financial Officer, Iarnród Éireann, Connolly Station, Dublin 1

or

Group Chief Financial Officer, CIE, Heuston Station, Dublin 8

2. Preferably in writing

3. Signed is preferable and confidentiality will be assured, but anonymous claims will also be investigated.

4. If you make a signed report, and do not get a prompt acknowledgement and response, please contact the Chief Executive Officer, Iarnród Éireann, Connolly Station, Dublin 1 directly.

5. If you require direction or advice in respect on any aspect of the Code, please contact the Manager, Procurement & Materials, Iarnród Éireann, CIE Works, Inchicore, Dublin 8. {Telephone (+353) 1 7033714}.

h. Consequences

1. CIE will treat substantiated contraventions of this Code of Conduct as a serious matter.

i. Contracts / Purchase Orders

1. It is CIE's policy and practice to issue an official purchase order prior to supply of materials or services or the commitment of resource by a supplier
2. In addition, for major contracts, a formal contract must be executed by the parties prior to commencement.
3. Invoices will not be processed without a valid purchase order
4. Accurate records (timesheets, delivery notes, etc.) must be kept and produced on request – falsification of records is PROHIBITED.
5. CIE Group companies pay only on verified receipt of goods, works or services.

j. Drugs and Alcohol Policy

1. Suppliers and business partners are bound by the CIE Group's Drugs and Alcohol Policy
2. The policy seeks to prevent accidents or damage to property, arising through oversights and errors of judgement as a result of the consumption of alcohol or drugs by staff, or Business Partners
3. Working on CIE property under the influence of alcohol or drugs is strictly prohibited.
4. Suppliers and service providers must ensure that all of their staff who work on CIE sites are familiar with this policy on drugs and alcohol and have systems in place to ensure that their employees abide by the policy.
5. Random testing of staff, suppliers, contractors and service providers will be undertaken and action taken against any staff member or supplier found to be in breach.

5. Summary

It is CIE Group's objective that all our business is conducted with uncompromising fairness, integrity and professionalism; with

- ☑ Strict compliance with the legal requirements of Irish and EU law
- ☑ Fair and open competitions
- ☑ Neither actual, nor perceived, conflict of interest.



Statement of Commitment to the Coras Iompair Éireann Code of Conduct for Suppliers

We, Northwood Technology Ltd \_\_\_\_\_  
ADDRESS\_56 Nore Road, Dublin Industrial Estate , Glasnevin, Dublin 11  
RFH9 \_\_\_\_\_

\_\_\_\_\_ undertake to fully implement the requirements in this Code of Conduct for Suppliers and Business Partners in respect of all our dealings with CIÉ. We confirm our acceptance of the CIÉ Drugs and Alcohol Policy. We understand that breaches of this Code may lead to our organisation being excluded from participation in future tenders.

\_\_\_\_\_ DATE: 13<sup>th</sup> January 2021

NAME (Please print): \_\_\_\_\_  
POSITION: Technical Director

TEL \_\_\_\_\_

Signed (Director or Company Secretary): \_\_\_\_\_

Name (in BLOCK CAPITALS): \_\_\_\_\_

Date:13<sup>th</sup> January 2021

AFFIX Company Stamp

Please return this signed and completed page with your tender.

## SCHEDULE J: DATA SCHEDULE

This Schedule describes the categories of personal data and data subjects processed by the Supplier in the supply of the Goods under the Contract.

1. Data subjects

The personal data to be processed by the Supplier in the supply of the Goods concerns the following categories of data subjects:

*[Insert categories of data subjects whose personal data are processed e.g. employees, officers, customers of IE etc.]*

2. Data categories of personal data

The personal data to be processed by the Supplier in the supply of the Goods includes the following:

*[Insert types of personal data processed e.g. name, date of birth, address, email address, etc]*

**STANDARD CONTRACT  
FOR THE PURCHASE OF GOODS**

**SUPPLIER: Northwood Technology Limited**

**CONTRACT REFERENCE NUMBER: 7192 Lot2  
RFT 174859 - 7562 - Supply of PTZ CCTV Cameras Lot 2 of  
7192 - Framework Agreement for the Supply of PTZ Cameras**

INCHICORE WORKS  
DUBLIN 8  
IRELAND

## Technical scoring of CCTV responses

- Tech Score [REDACTED] – However this is based on a score given to them disregarding a Mandatory failure on the “Bandwidth Management Tool”
  - This tool requires H.265 Compression in conjunction with their software. IE cameras are all currently H264 there for this is not applicable to IE network. H264 was specified.
- No scores for 4MP Bullet camera as 2 x 5MP camera submission.
- Fixed camera only the 30MP camera was scored as this was submitted for all 3 cameras.
- No scores for Cameras Housings as 2 x mandatory failures
- No score for Intercoms as they are manufactured by an external company different to the software and cameras
- No camera microphone data sheet submitted
- No data sheet submitted for IP68 External housing

[REDACTED] %– There was no declaration of conformity and as such the panel had to interpret the spec sheets provided.

- 
- H265 is a compression method not a Bandwidth Management Tool.
- All specs requested H264 to work with all IP Cameras on IE network as all cameras are currently using H264
- No score for Bullet camera 3MP. Panel scored 5MP with submitted 5MP.
- No score for 12MP Multisensor as 8MP not acceptable
- No Score for Fixed Cameras as 8MP submission is not acceptable
- No score for camera housings as nothing submitted, these housings are required.
- No score for encoders as no spec sheet submitted
- No spec sheet for camera microphone submitted
- No data sheet submitted for IP68 External housing
- No data sheet for any PCs
- No data sheet for microphone



## Fairview DART depot CCTV upgrade

### Contents.

1. Introduction and current arrangement .....
2. General requirements, ( Core requirements ).....
3. Description of works ( Requirements).....
4. Documentation.....
5. Training.....
6. Service and warranty.....
7. Working hours.....
8. Scope of works .....

### 1. Introduction.

- Irish Rail (IE) operate an Electrical multiple Unit ( EMU ) maintenance depot on Clontarf road Dublin 3
- These locations are operated by the Chief Mechanical Engineers Department (CME)
- The CME department has a requirement to replace / renew and generally upgrade existing CCTV in Fairview DART depot
- The current system consists of 25 x analogue camera and 2 x 6TB DVR recording systems
- There is general coverage in various locations on the site, including but not limited to, the train wash, new sidings, workshop floor, car park and both the North and South yards.
- Contractors are required to undertake a mandatory site visit.

## Fairview DART depot CCTV upgrade

The contract will be awarded under the following criteria.

**1. Cost -40%**

**2. Technical Proposal -30%**

Companies are required to provide a written methodology document which explains in detail (but not limited to) the following.

- Functionality and benefits of the proposed system.
- The rationale for selecting the proposed hardware including site references for existing installations utilising the same hardware and system configuration.
- Clause by clause commentary on the IÉ Technical Specification outlining areas of both non-conformance and also demonstrating how each requirement of the IÉ Technical Specification will be complied with.
- The overall purpose of your submission against this award criterion is to demonstrate to the evaluation panel the technical elements of your submission so it is critically important that sufficient information is provided.

**3. Implementation plan- 10%**

- Companies are required to provide a written document that details an Implementation Plan as part of their proposal demonstrating their understanding as to how they will comply with the requirements. Submission to include technical detail of delivery of quality goods and services from migration and installation, to training, operation and maintenance, in line with the specification. Timelines should be included, and methodology for installation and commissioning of the system should be included within the document.

**4. Support Services and Contract Management -10%**

- Bidders are required to demonstrate within a written document how Irish Rail will be provided with warranty support throughout the duration of the contract, as well as service call outs, in line with the specification.

**5. Experience -10%**

Companies are required to provide references from similar sized CCTV Projects



## 2. General requirements.

### **2.1 Safety**

- Compliance with CME SMS-005 Contractors Permit to work is mandatory, therefore: All contractors' staff attending site for must have a valid Personal Track Safety card "PTS" which is available from Iarnród Éireann, a valid Safe pass, all relevant certificates for operating machines and equipment on site. All Contractor staff must undergo a site induction as required.
- Contractors must be accredited to ISO 27001
- Contractor must have a PSA license.

### **2.2 Core requirements.**

- The core requirement is for the design, supply, installation, commissioning and training of a high quality relevant CCTV system in Fairview DART depot.
- Allow for future expansion and redundancy
- The system will be in use 24 hours per day and should have a minimum life expectancy of 15 years.
- Decommission and disposal of existing system.

## Fairview DART depot CCTV upgrade

### 3. Description of works.

The scheme shall comprise the following,

- CCTV System
- Migration of the existing CCTV system
- Replacement of, new Installation of, & encoding of specified/existing Analogue CCTV cameras to equivalent HD IP Network CCTV cameras Installation of new viewing/operational locations.
- Design and implementation of new CCTV network.
- CCTV Signage.
- 40 HD Mega Pixel IP Network cameras
  - All external cameras must come with day / night function.
- HD 15TB Server's (qty to be determined during design phase)
  - Minimum recording time of 15 days
- 1 Main control and viewing centre. 60" screen full HD
- 2 minor view stations with single monitor, full HD viewing and camera controllers
- VMS Control Centre Software ( If required )
- Audio announcing, intruder warning at multiple locations. ( See attached maps )
- Parameter detection. (Beams see attached maps )
- Cabinets, desks, installation brackets for monitors and controllers.
- LAN networked switches with combo ports for Fibre Integration.
- Cat6E cable or equivalent.
- Encrypted network receivers.
- Fibre cable and termination.
- Containment if required.

#### 4. Documentation.

- The manufacturer's Handbooks, appropriate to the user, to be supplied on handover of the system.
- A System Record, describing the whole installation, to be provided on completion. This may be supplied as a schematic drawing.
- All maintenance and overhaul manual and instructions.
- A site Log Book is to be provided. This should be held where it will always be available to the visiting engineer.

All equipment and services provided under this contract must comply with the following standards:

- EN 50121-4:2004: Railway applications – Electromagnetic compatibility  
- Part 4: Emission and immunity of the signalling and telecommunications apparatus.
- EN 50125-3:2004: Railway applications - Environmental conditions for equipment - Part 3: Equipment for signalling and telecommunications.
- EN 60950:2001 - Safety of information technology equipment.

## 5. Training.

The Specialist Contractor shall provide comprehensive training for all nominated personnel. This shall include but not be limited to.

- All the operational aspects of systems.
- Common trouble shooting issues with the system.
- Details of back-up facilities and contact numbers.

## 6. Service and warranty

### **Maintenance**

- The Specialist Contractor shall include in his quotation for a full 36 months comprehensive maintenance contract for all equipment and associated components installed under this contract.
- The maintenance period shall include three routine/preventative maintenance visits and are in addition to ongoing training visits.

### **Warranty**

- A 48 month fully inclusive remedy of defects warranty will be provided on all equipment supplied effective from the date of delivery to IE.
- The Supplier shall ensure the availability of spare parts or replacement parts for a period of 15 years.
- The equipment should have a minimum design life and operational life of 15 years.

## Fairview DART depot CCTV upgrade

### 7. Working hours.

- Monday to Friday 08:00 to 16:00.
- Alternative hours to be agreed.
- Restrictions will apply to the installation of cameras in the new sidings as an isolation of the OHLE is required. Time could be limited to 5 hours.

### 8. Scope of works. Fairview DART depot

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		No	No	6
Fixed bullet		No	No	8
Intruder warning		N/A	N/A	TBC

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	No	9
Intruder detection beam		N/A	N/A	1
Intruder warning		No	No	TBC

Fairview DART depot CCTV upgrade

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	3
Fixed bullet		Yes	Yes	2
Intruder detection beam		N/A	N/A	1
Intruder warning		N/A	N/A	TBC

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	4
Fixed bullet		Yes	Yes	2
Intruder warning		N/A	N/A	TBC

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	5
Fixed bullet		Yes	Yes	1
Intruder detection beam		N/A	N/A	1
Intruder warning		N/A	N/A	TBC



<b>Reference No.</b>	<b>CME-SMS-005</b>
<b>Issue</b>	<b>9</b>
<b>Operative Date</b>	<b>19/12/2017</b>
<b>Status</b>	<b>Live</b>
<b>Prepared by</b>	<b>Pavel Semple</b>
<b>Checked by</b>	<b>Graham Daniels</b>
<b>Approved by</b>	<b>Peter Smyth</b>

## CME DEPARTMENT

## SAFETY MANAGEMENT STANDARD

### CME- SMS-005

### Contractors and Permit-to-Work System

This CME Department Standard sets out the requirements for the management of Contractors within the CME Department.

This CME Department Standard is mandatory.

The principles in this Standard are approved by the Head of Department and therefore constitute mandatory standard practices, which apply throughout the CME Department.

**Signed**

**Chief Mechanical Engineer**

This standard, along with all CME Department Standards is on the CME Website. Electronic copies of the Standards are controlled and live. Holders of printed copies of the Standard are responsible themselves for ensuring that they have the most up to date version as appropriate.

**This is a Controlled Document, as presented on-line.**

**It is Uncontrolled if printed, unless identified as a  
"Controlled Copy".**

**(as per CME-QMS-002-005 – "Publishing Controlled Documents")**

## Contents

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## Standard Revision History:

<b>Issue Number</b>	<b>Date of Issue</b>	<b>Summary of Changes</b>
5	25/03/2013	CME SMS 005- has been edited to reflect the CME's move into the Railway Undertaking.
6	13/08/2014	Amended: 2.39, 4.1,4.2,4.2.1,4.2.3,4.2.3.4  Added:Appendix 1,2.13.3,  Deleted:4.4 to 4.10, 4.2.3.2.2,4.2.3.2.3,4.2.3.2.4 4.2.3.2.5, Appendix 1:2.3.1 to 2.3.13,  Merged:4.2.1.1 and 4.2.1.2.
7	24/02/2016	<a href="#">CME-CRF-042</a>
8	20/12/2016	Change to the last sentence of section 2.15.1 in Appendix 1, as per CME-CRF-053.
9	19/12/2017	New paragraph 1.3.7 in order to close out non-conformance IAR107ECM-NC 404. Definitions in section 2 deleted and replaced with a reference to CME-SMS-001.



# 1 Policy, Scope and Principles

## 1.1 Policy

- 1.1.1 It is the policy of the CME Department of Iarnród Éireann's Railway Undertaking to meet the statutory and Railway Undertaking obligations regarding the management of Contractors and to implement processes and procedures that enables the CME Department to manage Contractors in the safe execution of their contracts.

## 1.2 Scope

- 1.2.1 This Standard describes how the CME Department implements a systematic approach to the management of Contractors.
- 1.2.2 This Standard covers the management of Contractors in all the CME Department workplaces at all CME Locations.

## 1.3 Principles

- 1.3.1 All CME managers have a duty to promote a safety culture.
- 1.3.2 Accountable Line Managers in the CME Department are directly accountable for the Occupational Safety for those workplaces and fleets under their control and also for the quality of work that affects Bogie/Wheelset Safety and Rolling Stock Safety in those workplaces.
- 1.3.3 Accountable Line Managers will organise their operations so that work is planned such as to ensure the availability of the required resources, competent people, appropriate equipment and adequate time.
- 1.3.4 Hazards are identified and Risks are assessed and precautionary/mitigation actions are implemented to limit the probability of those Risks occurring.
- 1.3.5 Accountability for Occupational Safety resides with the Accountable Line Managers responsible for the CME Locations and they are given access to resources to achieve this accountability. While they can delegate responsibilities in order to ensure Occupational Safety is managed, the accountability cannot be delegated.
- 1.3.6 Accountable Line Managers monitor the Occupational Safety of the CME Location that they are accountable for by adhering to a programme of specific Safety Tours.
- 1.3.7 Accountable Line Managers are to confirm the Technical Competencies of Safety Critical Service Providers at the CME Locations that they are accountable for.
- 1.3.8 Accountable Line Managers are fully accountable for the management of Contractors at the CME Location they are responsible for.
- 1.3.9 Terminology such as "his" or "manager" in this Standard is not gender specific.

## 2 Definitions

- 2.1 The Definitions for the CME Safety/Quality/Technical Management System are described in the CME Safety Management System Standard CME-SMS-001 – “CME Safety Management System”.

### 3 Accountabilities and Responsibilities

The full listing of the safety accountabilities and safety responsibilities of all CME employees are shown in CME Safety Management Standard CME-SMS-001. The following accountabilities and responsibilities listed here are only those that are specific and related to this Standard

#### 3.1 Chief Mechanical Engineer

- 3.1.1 The CME is accountable for setting the strategy for the management of Safety in the CME Department and, as required, for revising the processes as described in this standard.
- 3.1.2 The CME is accountable for setting Occupational Safety, Bogie/Wheelset Safety and Rolling Stock Safety objectives and for providing resources to all the parts of the CME Department to achieve those objectives.
- 3.1.3 This Occupational Safety accountability includes:
  - 3.1.3.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in the whole CME Department is the CME's accountability.
  - 3.1.3.2 Ensuring that Contractors working within the CME Location follow a permit-to-work system and work safely and that any visitors to the CME Location are supervised and safe.

#### 3.2 Safety Manager CME

- 3.2.1 The Safety Manager CME reports to the Chief Mechanical Engineer, is the owner of this Standard, and is accountable for:
  - 3.2.1.1 Maintaining the records of Hazard Report Forms, Risk Assessments, Safe Systems of Work, Safety Tours, Accident Investigations, Briefings, Contractors' "Safety Management" submissions, "CME Department remits" and Safety Review Workshops.

#### 3.3 CME Production Plan Manager

- 3.3.1 The CME Production Plan Manager is accountable for all aspects of the management of the CME Production Plan and for the Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety of all the Inchicore Workshop operations and supplier operations associated with the Heavy Maintenance activities of the CME Production Plan.
- 3.3.2 The CME Production Plan Manager is accountable for Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety in the CME Locations under his control; specifically:
- 3.3.3 This Occupational Safety accountability includes:
  - 3.3.3.1 Ensuring that Contractors working within the CME Locations follow a permit-to-work system and work safely and that any visitors to the CME Locations are supervised and safe.

#### 3.4 Head of Fleet Management

- 3.4.1 The Head of Fleet Management is accountable for all aspects of the management of the CME Rolling Stock Fleets and for the Bogie/Wheelsets Safety, Rolling Stock Safety and Occupational Safety of all of the CME Locations under his control, specifically:

- 3.4.1.1 Occupational Safety of all the activities in these CCME Locations, and for
  - 3.4.2 This Occupational Safety accountability includes:
    - 3.4.2.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in all of these CME Locations is your accountability.
    - 3.4.2.2 Ensuring that Contractors working within Rolling Stock Fleet Management follow a Permit-to-Work System and work safely and that any visitors to the depots are supervised and safe.
- 3.5 **Depot Manager Drogheda; Depot Manager Cork; Fleet Manager Intercity Railcars; Depot Manager Dart; Fleet Manager Locomotives & Operations; Train Presentation Manager; Manager Bogies & Wheelsets; Assistant Manager Bogies & Wheelsets; Plant & Services Manager; Fleet Casualty Repair Manager; Fleet Manager Freight; Heuston Platform Depot Manager; Depot Manager Connolly.**
  - 3.5.1 Every Accountable Line Manager identified in this Standard as accountable for a CME Location and every manager identified in this section is accountable for:
    - 3.5.1.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.6 **Manager Materials, Stores & Distribution**
  - 3.6.1 The Manager Materials, Stores & Distribution reports to the Railway Undertaking Procurement Manager and is accountable for all aspects of the management of the stores and inventory in the CME departments and for the Occupational Safety of all the CME Locations, under his control.
  - 3.6.2 This Occupational Safety accountability includes:
    - 3.6.2.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.7 **Railway Undertaking Procurement Manager**
  - 3.7.1 The Railway Undertaking Procurement Manager is accountable for ensuring that all aspects of the procurement of materials and services in the Operations and CME departments and for the Rolling Stock Safety, Bogie/Wheelset Safety, to the extent that these are affected by the procurement process and procurement decisions.
  - 3.7.2 Ensuring that components, parts, sub-systems and systems required by the Operations and CME departments are procured from suppliers that are appropriately certified to supply those components, parts, sub-systems and systems safely and to the appropriate technical standards, including ensuring that these suppliers have the appropriate quality systems in place to assure that such components, parts, sub-systems and systems will meet the appropriate specifications at the point of supply.
  - 3.7.3 Ensuring that Contractors tender for and contract properly in such a manner as to fully comply with the Safety requirements for Contractors as described in CME Safety Management Standard CME-SMS-005 – "Contractors and Permit-to-Work System".

## 4 Implementation

- 4.1 **Control of Contractors** - The Accountable Line Manager responsible for the CME Location is accountable for ensuring that all the Contractors doing work at the CME Location(s) he is responsible for are controlled and managed according to this Standard. Specifically:
  - 4.1.1 That the system for issuing Permits-to-Work as described in this Standard is implemented and fully operational for any scope of work by any Contractor in that CME Location.
    - 4.1.1.1 All Contractors must work strictly in accordance with the Permit-to-Work that the Contractor has been issued.
    - 4.1.1.2 No Contractor is allowed to do any work without a Permit-to-Work that has been properly issued by on behalf of the accountable Line Manager in that CME Location.
    - 4.1.1.3 All Contractors must report to the Line Manager responsible for the facility, depot, workshop or office on their first arrival to the CME Location.
  - 4.1.2 That every Contractor that is issued any Permit-to-Work has made a submission of "Safety Management" as described in this Standard and in the Contractor Safety Regulations as attached in Appendix 1 of this Standard,
  - 4.1.3 That an "CME Appointed Person" is identified and appointed per Permit-to-Work and that this person is made fully aware of his responsibilities under this Standard and the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
    - 4.1.3.1 It is within the Line Manager's control to delegate this responsibility to a specific member of staff to always act as the "CME Appointed Person" on all permits and would thus not require the specific appointment of an individual per permit.
  - 4.1.4 That no Contractor is issued any Permit-to-Work for work if that Contractor has not been authorised by the Line Manager (or by a competent member of staff that he has delegated this responsibility to) to do the scope of work in question.
    - 4.1.4.1 The Line Manager is responsible for ensuring that all the constituent parts of the "Safety Management" submission is evaluated by his own team in the CME Location and that it is complete and appropriately focussed and that it satisfies the Occupational Safety requirements of the work environment the Permit-to-Work is to be issued for.
    - 4.1.4.2 When the Line Manager is assured that the "Safety Management" submission is acceptable, that generic Risk Assessments and generic Method Statements have been replaced with documents specific to the actual work environment and that the "Contractor Safety Checklist" as attached in Appendix 2 is fully satisfied and complete, he can authorise a Contractor to do work in that CME Location by issuing the appropriate Permit-to-Work.
    - 4.1.4.3 The Line Manager is responsible for, in exceptional circumstances only, securing support from the Safety Manager CME should there be any uncertainty as to the appropriateness of a Contractor's "Safety Management" submission.
      - 4.1.4.3.1 It is not the responsibility of the Safety Manager CME to assess "Safety Management" submissions. However, when support is required to assess a submission for a scope of work that is not ordinarily done at a particular CME Location, e.g. a Method Statement for repairs to a roof, the Safety Manager CME must provide support either directly or through a contracted party.
      - 4.1.4.3.2 The Line Manager must direct his team and interested Contractors to avail of a third party "Competent Person Statement" (as described in this Standard) to secure certified opinions as to the appropriateness of submissions, thus limiting the requirement for the CME to search out certifications of Contractors' submissions.
  - 4.1.5 That every Contractor receives the Safety Induction as described in Appendix 3 of this Standard. The briefing must be conducted according to CME Safety Management Standard CME-SMS-003 - "Briefings".

- 4.1.6 That every Contractor follows and implements all the provisions, instructions, actions and guidelines as described in the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.1 The Line Manager is responsible for ensuring that control is exercised over a Contractor to the extent that the CME can verify that the Contractor adheres to the Contractor Safety Regulations as attached in Appendix 1 of this Standard. This is therefore not actual control of the Contractor's scope of work or of his procedures or of his staff, but it is a verification process that verifies that the Contractor follows and implements the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.2 In order to execute this verification duty, the Line Manager is responsible for ensuring that:
- 4.1.6.2.1 For any scope of work requiring Permits-to-Work for Confined Space, Working at Height, Asbestos Removal, Hot Work or Excavation Work, the CME Appointed Person" (as defined in the Contractor Safety Regulations as attached in Appendix 1 of this Standard) observes and monitors a sufficient scope of the actual work using the Safety Tour Form and process as described in CME Safety Management Standard CME-SMS-008 – "Safety Tours and Compliance Verification".
- 4.1.6.2.2 The Contractor displays a complete copy of the "Safety Management" submission at the place for work for access and review by CME staff or his own staff during the period of the Permit-to-Work.
- 4.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in soft copy to the CME before that Contractor can be considered as a supplier of services.
- 4.2.1 The Line Manager is responsible for ensuring that the submission is managed as follows:
- 4.2.1.1 A copy of the Safety Management Submission must be retained at the CME location for record keeping, The Safety Management Submission must also be made available for inspection and auditing purposes.
- 4.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 4.2.3 The "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 4.2.3.1 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 4.2.3.1.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 4.2.3.1.2 On request, the Safety Statements of sub-Contractors must be available.
- 4.2.3.2 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:

- 4.2.3.2.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step to the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.2.2 In such circumstances, the Line Manager must evaluate the scope of work outlined in the contractors method statement specifically taking into account the interface between the scope of work and the CME Location's staff, plant, equipment and operations.
- 4.2.3.2.3 To assist the line manager in evaluating a contractors method statement, a PRO-Forma Method Statement (as shown in appendix 3) maybe be used as a guidance document. This PRO-Forma Method Statement contains a non-exhaustive list of headings that should be considered by any contractor working in the CME department.
- 4.2.3.3 Contractors Insurance** - All Contractors must have adequate insurance cover.
- 4.2.3.3.1 If tendering tenders must submit for approval with their Tender, details of the terms of insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements specified by the Railway Undertaking.
- 4.2.3.3.2 Iarnrod Eireann Procurement Department will ensure that insurances are in place before a Purchase Order is raised.
- 4.2.3.3.3 A record of insurances checked should be maintained per contractor.
- 4.2.3.4 **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.5 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 4.2.3.5.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.5.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 4.2.3.6 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.7 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 4.2.3.8 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.9 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.

- 4.3 **Permits must be practicable and adapted to circumstances** – The requirements for access to the different CME Locations will vary and will require permits to be awarded in a flexible and practicable but consistent manner. As an explanation, please consider the following examples and principles:
- 4.3.1 The purpose of the Permit-to-Work system is to ensure that Contractors do only that work that they have convinced the Line Manager they can do safely and to prohibit Contractors from doing anything that they have not been approved to do. Thus the objective is not to issue many bureaucratic permits, but to issue permits for the purpose of controlling Contractor activities in a sensible and optimal manner.
- 4.3.2 As an example of low-risk activity Contractors, a courier company delivering small parcels to a CME Location would not require a Permit-to-Work as the inherent risk to this activity is low. However, if the courier company is delivering a small parcel of very hazardous material, a Permit-to-Work will be required as the inherent risk to the activity is high.
- 4.3.3 As an example of specific activity Contractors, a transport company that only delivers heavy material (e.g. wheelsets) must submit a simple Method Statement and Risk Assessment that convinces the Line Manager that the driver/operator can operate the vehicle-based crane and that every driver that visits the CME Location can safely unload his vehicle. Thus this company must request a Permit-to-Work and must not be allowed to do deliveries without such a permit.
- 4.3.4 As an example of repetitive activity Contractors, if the same transport company as in the example above is contracted to do several deliveries to a CME location over a period of time, that CME Location can issue a long period Permit-to-Work (e.g. a three-month permit) which the Contractor needs to show at Security to get access to the CME Location – instead of issuing several repeat permits on an ongoing basis. In such a case the long period Permit-to-Work must state specifically what the conditions of the Permit-to-Work are – e.g. deliveries only by competent Contractor personnel, deliveries to be done in accordance with the Safety Statement of the Contractor, Contractor has the full obligation to ensure deliveries are done safely, etc.
- 4.3.5 As an example of supervised Contractors, if a technical specialist or technical consultant (e.g. a rolling stock technical specialist, a system test engineer, an auditor, etc.) attends to a CME Location with the purpose of doing a specific technical or other scope of work but are doing so under the supervision of a CME Manager, the “Contractor” is considered a “Visitor” and that CME Manager takes full responsibility for the safety of such a “Contractor” or “Visitor”. In this case a Permit-to-Work is not required.

**End of Standard.**



**Appendix 1: Contractor Safety Regulations**

**CONTRACTOR SAFETY REGULATIONS**

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## 1 Introduction

This document provides guidelines to Contractors on the basic control measures the CME expects Contractors to have in place so that Contractors can ensure Occupational Safety is achieved during the execution of the scope of work the Contractor has a Permit-to-Work for.

It also provides guidelines of the type of safe working practices which will be required of Contractors and their personnel.

This document forms an integral part of the Terms of Contract.

The Contractor is responsible for implementing all the requirements, guidelines, actions and instructions included in these Contractor Safety Regulations and for taking all further precautions necessary to ensure the Occupational Safety of the Contractor's own employees and any other employees are ensured. The Contractor shall ensure that any costs associated with this implementation are included in the contract price.

CME is responsible only for providing resources where explicitly so stated.

## 2 Specific Safety Obligations for the Contractor

- 2.1 **To complete the sub-contracted scope of work safely** – The Contractor is obligated to plan, schedule, execute, monitor, control and deliver the scope of work safely and in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation.
- 2.2 **Controlling of Contractor's activities and Occupational Safety** – The Contractor shall ensure that the scope of work as authorised by the Permit-to-Work is controlled and completed in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation. Specifically:
  - 2.2.1 The Contractor shall ensure that the Contractor's Safety Statement is adhered to during the duration of the contract and the duration of any Permits-to-Work issued to the Contractor and that a member of the Contractor's staff controls and reviews the daily activities to ensure that the Safety Statement is adhered to.
  - 2.2.2 The Contractor shall ensure that the tasks and activities as described in the written Method Statement is adhered to at all times and that a member of the Contractor's staff controls the tasks and activities to ensure that the intent of the Method Statement is achieved and adhered to.
  - 2.2.3 The Contractor shall ensure that the place of actual work and the proposed task to complete the scope of work is reviewed for Hazards and is properly Risk Assessed and that such Risk Assessments are briefed to all the Contractor's personnel. The Contractor shall ensure that a member of the Contractor's staff controls the activities to ensure that the Risk Assessments are adhered to.
  - 2.2.4 The Contractor shall ensure that only competent personnel are applied to those parts of the scope of work that require specific competencies and that a member of the Contractor's staff controls the activities to ensure that only competent personnel are properly deployed.
  - 2.2.5 The Contractor shall ensure that any tools, machinery or equipment used by the Contractor or the Contractor's personnel are suitable for the task and properly calibrated and certified and maintained.
  - 2.2.6 The Contractor shall ensure that the Contractor's personnel adhere to the Permit-to-Work authorising the Contractor to complete the specific scope of work and that a member of the Contractor's staff controls the activities to ensure that the Permit-to-Work is adhered to.

- 2.3 **Compliance with legislation** - Contractors must comply with all relevant Irish and EU safety legislation and Approved Codes of Practice.
- 2.3.1 Any company or Contractor that may present themselves as a "non-Irish" company must still adhere fully to this Standard and the legislation as applicable.
- 2.4 **CME Permits-to-Work may not be breached or varied** – The Contractor shall ensure that the Contractor's personnel completely and fully adhere to the Permit-to-Work issued for the work.
- 2.4.1 Should the Contractor be of the opinion that a change is required in the conditions, scope or limitations of the issued Permit-to-Work, he must request a new Permit-to-Work from the "CME Appointed Person". The Contractor is at no stage allowed to proceed with any work that is not approved on a valid CME Permit-to-Work.
- 2.4.2 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR (Contractor Safety Regulations).
- 2.5 **Controlling of Contractor's personnel' access** – The Contractor shall ensure that the Contractor's personnel will not enter any part of the site or CME Location that has not been approved on the Permit-to-Work. This includes offices, workshops, open areas, yard locations and any buildings.
- 2.5.1 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR.
- 2.6 **Control of Sub-Contractors** - The provisions of these Contractor Safety Regulations apply to both the Contractor and to any sub-Contractors (this term also includes self-employed persons and agents of the Contractor) under the Contractor's control.
- 2.6.1 The Contractor shall ensure that any sub-Contractors employed by the Contractor execute their tasks, are managed, controlled, monitored and reviewed such that they are in full compliance with these Contractor Safety Regulations.
- 2.6.2 The names of all sub-Contractors employed under the Contract must be listed on the tender document.
- 2.6.3 The Contractor shall provide a written verification of every sub-Contractor's competence and evidence that the sub-Contractor will adhere to the same controls as in these Contractor Safety Regulations.
- 2.7 **Disciplinary procedure to be followed for unsafe practices** - In the event of unsafe practices by the Contractor's staff being identified, the Contractor shall implement the following disciplinary procedure:
- 2.7.1 In the first instance, a written warning will be given to the person by the end of the shift detailing the unsafe practice and the time/date concerned,
- 2.7.2 In the second instance, the person shall be permanently denied access to the site at the CME Location.
- 2.7.3 In particular serious circumstances, at the Judgement of the CME Line Manager, any person working for the Contractor may be denied access to any site without the above procedure being required.

- 2.8 **Iarnród Éireann Plant and Equipment will not be interfered with** – The Contractor shall ensure that, except where specifically authorised by the CME Appointed Person”, the Contractor’s personnel will not interfere with, adjust or otherwise tamper with any CME plant or equipment. Under no circumstances will “Hold-off Tags” or other similar attachments to plant be interfered with or removed.
- 2.9 **Contractor’s Personnel will adhere to Iarnród Éireann “Drugs and Alcohol Policy”** – The Contractor shall ensure that the Contractor’s personnel will not be under the influence or in possession of alcohol or illegal substances while on an CME site or CME Location.
- 2.9.1 The Contractor shall ensure that medication does not interfere with a person’s ability to carry out work safely. Contractors should have procedures in place to ensure compliance with this requirement.
- 2.9.2 The Contractor shall ensure that the Contractor’s personnel is briefed on the Iarnród Éireann “Drugs and Alcohol Policy” and advised that they are subject to the terms of this Policy while working on CME premises.
- 2.10 **Adhere to English as the working language** – The Contractor shall ensure that the use of language does not affect the Contractor’s obligations to execute the scope of work safely. Specifically:
- 2.10.1 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, a sufficient number of English speaking personnel are available to interface with the CME.
- 2.10.2 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, all the required safety documentation, safety instructions or safety signage will be translated effectively into the other language.
- 2.10.3 As a minimum, the Contractor’s site management personnel and the Contractor’s Safety Officer (where one is required under the Contract) shall be fluent in the English language.
- 2.11 **Young Persons and Special Needs Persons** – The Contractor shall obtain written permission from the CME before allowing persons aged 16 or 17 or any Special Needs Persons to work on any Permit-to-Work.
- 2.11.1 The Contractor shall submit a written Risk Assessment of the specific activities or the Young Persons or the Special Needs Persons to the CME that will include specific Risk Controls related to briefing, informing and controlling such activities.
- 2.11.2 The Contractor shall ensure that the CME’s permission for Young Persons or Special Needs persons to work on any Permit-to-Work is noted on the Permit-to-Work and countersigned by Iarnród Éireann.
- 2.11.3 Verbal approvals cannot be given by any CME personnel and, even if given, are invalid. The Contractor shall not attempt to solicit verbal approvals or rely on verbal approvals in this matter.
- 2.12 **Safety Consultation** – The Contractor shall make arrangements to consult with the Contractor’s personnel on safety matters. If representations have to be made by the Contractor to Iarnród Éireann on matters relating to site safety, the Contractor or the

"Contractor's Charge Person" or the Contractor's staff Safety Representative must approach the "CME Appointed Person".

- 2.13 **Personnel availability for matters related to safety** – The Contractor shall make his personnel available, at no additional contract cost, for any matters related to safety as would be expected in the normal running of any contract, for example:
- 2.13.1 Making Contractor's personnel available for CME safety induction at site (typically 1 – 2 hours or as required depending on the scope of work),
- 2.13.2 Making Contractor's personnel available for doing Risk Assessments, safety reviews and/or any other Safety Management task required under the contract or under the Permit-to-Work.
- 2.13.3 Suppliers of services and contractors to the CME Department designated as critical to the safe maintenance of rolling stock may be subject to assessment of their Management system(s) for Health & Safety, Training & Competence and Environmental & Quality.
- 2.14 **First Aid facilities** - Occupational First Aid facilities shall be provided by the Contractor.
- 2.15 **Accident reporting** – The Contractor shall report all accidents (whether minor or those incurring lost time), dangerous occurrences and "near misses" as soon as possible to the "CME Appointed Person".
- 2.15.1 Contractors must carry out their own formal investigation into all accidents, dangerous occurrences and "near misses", and submit written reports to the "CME Appointed Person". Such investigations shall identify both the direct and indirect root causes of the accident/incident. In addition, Contractors must co-operate with and assist the CME in its own investigation where it is deemed necessary to undertake one.
- 2.15.2 All accidents must be recorded by the Contractor in their Accident Book in accordance with the Social Welfare (Consolidation) Act 1981.
- 2.15.3 Reportable accidents and dangerous occurrences must be reported directly by the Contractor to the Health and Safety Authority in accordance with the Safety, Health and Welfare at Work (General Application) Regulations SI 44 1993. However, the Contractor must provide a copy of the statutory IRI or IR3 form (as appropriate) to the "CME Appointed Person".
- 2.16 **Contractor's Insurance** – Tenderers must submit for approval with their Tender, details of the terms of the insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements stated in the Contract.

### 3 Contractor Information

- 3.1 **CME Safety Statement** – The Contractor is entitled to examine the CME Safety Statement for the CME Location where the work is to be done. The Contractor can review the Safety Statement at the Safety Station or make a request to the Line Manager accountable for that CME Location.
- 3.2 **Liability** - For the avoidance of doubt, the submission of any documentation by the Contractor to the CME as required pursuant to this document or the Contract and the subsequent CME comments or lack of CME comments on any such documentation by CME

shall not absolve the contractor from any liability, in whole or in part, which it may have in relation to its scope of work pursuant to the legislation referred to in this document or any other relevant legislation.

#### **4 Specific Iarnród Éireann Rights**

- 4.1 **Breach of these Contractor Safety Regulations** – Any breach by the Contractor of any section or sub-section or part of these Contractor Safety Regulations gives CME an automatic right to terminate the contract without any recourse and without the Contractor having any rights to termination damages.
- 4.1.1 The “CME Appointed Person” or any CME Line Manager is empowered to stop the work if unsafe practices are being used, if the Contractor does not operate within the Permit-to-Work as issued or if the Contractor deviates from any aspect of these Contractor Safety Regulations.
- 4.1.2 Any time lost or costs associated with investigations or actions required by the CME to improve the Contractor’s execution of the task (e.g. revising and improving Risk Assessments, revising and improving the Method Statement, instructing Contractor’s personnel, issuing and using the appropriate tools as per the original tender, etc) will be for the Contractor’s account.

#### **5 Accountabilities and Responsibilities**

- 5.1 **“ CME Appointed Person”** – For every Permit-to-Work the Line Manager responsible for the CME Location will appoint a person, known as the “ CME Appointed Person”, with responsibility for the following:
- 5.1.1 To ensure that the local CME managers, supervisors and employees do not conduct activities that will affect the Occupational Safety of the Contractor personnel’s activities as under the authorised Permit-to-Work.
- 5.1.2 To ensure that the Contractor’s personnel are immediately informed if there is an operational condition that requires the Contractor’s work to be altered or the authorised Permit-to-Work to be withdrawn.
- 5.1.3 To respond to any safety related requests from the Contractor.
- 5.1.4 To allow work to start, as work may only be carried out with the permission of the “CME Appointed Person” who will arrange isolation of the plant for the purpose of work and will take any further operational precautions necessary to make the plant or work location safe.
- 5.2 **“Contractor’s Charge Person”** – For every Permit-to-Work the Contractor shall appoint a person, known as the “Contractor’s Charge Person”, with responsibility and accountability for the following:
- 5.2.1 To ensure the safety of all the Contractor’s personnel.
- 5.2.2 To ensure that the scope of work as authorised by the Permit-to-Work is executed according to any submissions and representations made by the Contractor under the Contract or under these Contractor Safety Regulations.
- 5.2.2.1 The “Contractor’s Charge Person” must be present at all times when work is being carried out by the Contractor’s personnel.

- 5.2.2.2 Where and when agreed with the "CME Appointed Person", the role of "Contractor's Charge Person" can be transferred to another competent person working for the Contractor.
- 5.2.3 To relay the instructions of the "CME Appointed Person" to the Contractor's personnel and for ensuring that these instructions are carried out.
- 5.2.4 To ensure that the scope of work is controlled, monitored and supervised to the extent that any Hazards and Risks can be identified and Risk Assessed and contained without resulting in an Accident, inclusive of hazards advised by the "CME Appointed Person".
- 5.2.4.1 Work must not commence until the Contractor's Charge Person has received a Permit-to-Work from the "CME Appointed Person" and until all required safety precautions have been taken by the Contractor.
- 5.2.5 To advise and inform the "CME Appointed Person" of any hazards that the Contractor's activities might pose to persons or to CME plant other than the Contractor's own personnel or plant.
- 5.3 **Communication** – Except by prior and mutual agreement or in cases of emergency, all communication on safety related issues must be between the "CME Appointed Person" and the "Contractor's Charge Person".
- 5.4 **Role of Client (Construction Regulations)** – Where work under the Contract is "construction work" under the Safety Health and Welfare at Work (Construction) Regulations SI 291 or 2013, the Client under this legislation is Iarnród Éireann, Connolly Station, Dublin 1. This Role is discharged through the Appointed Person (acting as agent or servant of Iarnród Éireann).
- 5.5 **Appointment of Project Supervisors (Construction Regulations)** - The Tender Stage Safety Form will specify whether the work involved is deemed "construction work" under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 or 2006 and will also specify whether the Contractor will be appointed as Project Supervisor Design Stage and/or Project Supervisor Construction Stage under the Contract.
- 5.5.1 Where the Contractor is appointed by Iarnród Éireann as Project Supervisor Design Stage and / or Project Supervisor Construction Stage, the Contractor shall nominate named competent individuals through which the Contractor's duties shall be discharged. These persons shall act as "agent or servant" of the Contractor. Unless otherwise agreed in writing, the duties of Project Supervisor Design Stage shall be discharged through the Contractor's Project Manager and the duties of Project Supervisor Construction Stage shall be discharged through the Contractor's Charge Person (Site Manager). Details of competence for these roles shall be included in the Tender.

## 6 Contractor "Safety Management" Submissions

- 6.1 **Purpose of the "Safety Management" submissions** – Every Contractor will, for every scope of work and against every Permit-to-Work issued, submit three copies of a "Safety Management" submission. The purpose of the submission is as follows:
- 6.1.1 For the Contractor to demonstrate to CME that the Contractor has a systematic approach to Safety Management on the contract.

- 6.1.2 For the Contractor to demonstrate exactly to what method the tasks are to be executed and to provide, where required, a certified opinion from a third party validating that the method is appropriate and safe.
- 6.1.3 For the Contractor to specifically show that Hazards and Risks associated with the scope of work is understood, assessed and that containments and precautionary actions are in place.
- 6.1.4 The purpose of the document does not require it to be either complicated or administratively expensive to produce. It needs to be concise and focussed.
- 6.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in triplicate (i.e. three copies) to CME before that Contractor can be considered as a supplier of services.
- 6.2.1 The Line Manager is responsible for ensuring that the three submissions are managed as follows:
- 6.2.1.1 One copy must be sent to the Safety Manager CME for record keeping.
- 6.2.1.2 One copy must be available and displayed at the place of work for access by CME staff or his own staff during the period of the Permit-to-Work
- 6.2.1.3 One copy must be retained by the CME Location for record keeping.
- 6.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 6.2.3 Each of the three "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 6.2.4 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 6.2.4.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 6.2.4.2 On request, the Safety Statements of sub-Contractors must be available.
- 6.2.5 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:
- 6.2.5.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.5.2 An explanation of the procedures that will be followed to ensure the work will be carried out in a safe manner (e.g. procedure for the safe disposal of chemicals, etc.).



- 6.2.5.3 An explanation of the specific risk control measures (e.g. as per Risk Assessment) that will be active during the period of the Permit-to-Work and which will detect Hazards and Risks to safety (e.g. look-out for movements, etc.).
- 6.2.5.4 An explanation of how the Contractor will control the whole scope of work in order to ensure that the work is done safely and the provisions of the CME Permit-to-Work system will be adhered to and not breached,
- 6.2.5.5 A signed "**Competent Person Statement**" whereby a competent person acting on behalf of the Contractor certifies that the Method Statement is appropriate and safe. The details of the competent person's qualifications and right to certify the Method Statement must be provided.
- 6.2.5.5.1 The Line Manager must evaluate the scope of work and ensure that the Contractor provides a "Competent Person Statement" that is appropriate to the scope of work. For example, in the case of electrical rewiring work such a statement may be gained from a certified electrical engineer or an engineering certification body.
- 6.2.6 **Written and signed** (by the "Contractor's Charge Person") **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.7 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 6.2.7.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.7.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 6.2.8 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.9 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 6.2.10 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.11 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.
- 6.3 **Preliminary Safety and Health Plan to be submitted** - Where the Contract scope includes work defined as "construction work" this document forms an element of the Preliminary Safety and Health Plan for those instances that such a Plan is required under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Other hazards and safety provisions will be advised by the CME prior to commencing work.

- 6.3.1 Any scope of construction work that, as a series of activities, presents a work environment as can be found on a construction site qualifies as "construction work" whatever CME Location it is at.

## 7 Specific Contractor provisions for Hazardous Work Activities

- 7.1 **Competence and Fitness for Work** – All Contractors' personnel shall be trained, competent and medically / physically fit to perform the duties assigned to them. Contractors should have procedures in place to ensure compliance with this requirement i.e. a pre-employment medical examination.
- 7.1.1 Prior to mobilising on site, the Contractor must submit a list of all staff (including those of sub contractors) that will be brought onto CME property. Where staff, other than those listed, are brought into the Works / Workshops/ Depots, their names must be notified to the CME Appointed Person and added to the list before they commence work.
- 7.1.2 Where the Contractor's staff are required to have Safety Awareness Scheme training (e.g. FAS Safe Pass Cards or a recognised equivalent), FETAC Construction Skills Certification (or a recognised equivalent) or other types of safety certification, details in writing must be provided to the "CME Appointed Person" prior to mobilising on site. Such details shall include the person's name, the type of training covered, the name of the certifying authority (e.g. FAS, CITB), the card/certificate registration number and card/certificate expiry date. In addition, the cards/certificates must be produced to the "CME Appointed Person" during the induction process.
- 7.1.3 If working on or near a running rail line contract staff should have a valid Personal Track Safety (PTS) Certificate for which they are required to be medically certified to hold. The standards for such medical certification are available from the CME who also issues the Certificates. The examination may be carried out by any qualified Medical Practitioner. It is the responsibility of the Contractor to have such medical examinations carried out for the certification process.
- 7.1.4 Contractors' personnel shall be informed of all hazards and given instruction in corresponding safe methods of work including the use of personal protective equipment.
- 7.1.5 All Contractors' personnel must have received training in manual handling within the previous three years.
- 7.1.6 Contractor's personnel carrying out construction work must be in possession of valid Safety Awareness Scheme Cards (FAS Safe Pass or a recognised equivalent). Where a Contractor's staff is involved in the installation, commissioning, Maintenance, repair or removal of mechanical, gas, compressed air, hydraulic, telecommunications and computer systems or similar services, A Safety Awareness Scheme Card is not required provided:
- 7.1.6.1 The person's home and place of work is normally outside Ireland.
- 7.1.6.2 The person does not work more than 20 working days on the project concerned in any 12 month period.
- 7.1.6.3 The Contractor provides a letter stating the work to be undertaken, the person's competence for this work and the start and anticipated finishing date for the person's work.
- 7.1.7 All personnel carrying out the following activities must be in possession of valid FETAC (Further Education and Training Awards Council) Construction Skills Cards or a recognised equivalent:
- 7.1.7.1 Basic Scaffolding
- 7.1.7.2 Advanced Scaffolding

- 7.1.7.3 Mobile tower scaffold – where the person is not already certified in basic or advanced scaffolding
- 7.1.7.4 Tower Crane Operation
- 7.1.7.5 Self-erecting tower crane operation – where the person is not already a tower crane operator
- 7.1.7.6 Slings/signalling (required for anyone using an item of lifting gear attached to a lifting appliance in order to lift a load and also for persons directing lifting or reversing operations).
- 7.1.7.7 Telescopic handler operation.
- 7.1.7.8 Tractor/dozer operation.
- 7.1.7.9 Mobile crane operation
- 7.1.7.10 Crawler crane operation
- 7.1.7.11 Articulated dumper operation
- 7.1.7.12 Site dumper operation.
- 7.1.7.13 Site dumper operation
- 7.1.7.14 180° Excavator operation
- 7.1.7.15 Mini-digger operation – where the person is not already a 180° excavator operator
- 7.1.7.16 360° excavator operation
- 7.1.7.17 Roof and wall cladding/sheeting
- 7.1.7.18 Built up roof felting
- 7.1.7.19 Signing, lighting and guarding on roads
- 7.1.7.20 Locating underground services
- 7.1.7.21 Shotfiring
- 7.1.8 Trainees, who are not in possession of FETAC Construction Skills Certification Cards or a recognised equivalent, may work provided:
  - 7.1.8.1 Agreement in writing from the CME has been obtained for trainees to be engaged on work covered by the Contract
  - 7.1.8.2 The trainee is under the close personal supervision of a person who is in possession of the relevant card and
  - 7.1.8.3 The trainee has trainee identification and an associated training log book.
- 7.1.9 Trainee scaffolders shall be in a ratio of not more than one trainee to every one certified scaffolder.
- 7.1.10 Unless otherwise advised in writing by the CME, all certified scaffolders shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding” or a recognised equivalent.
- 7.1.11 A list of approved equivalents to the Safety Awareness Scheme and to FETAC Construction Skills Cards is available on the Health & Safety Authority website (e.g. at [www.hsa.ie](http://www.hsa.ie)).
- 7.1.12 The following shall also be covered by certified training to a recognised standard:
  - 7.1.12.1 Persons carrying out asbestos removal activities
  - 7.1.12.2 Persons operating mobile elevating work platforms
  - 7.1.12.3 Persons operating forklifts (ITSSAR accredited) and other similar plant.

- 7.1.12.4 Persons changing abrasive wheels on fixed and portable grinders
- 7.1.12.5 Persons undertaking first aid activities on site
- 7.1.12.6 Persons entering confined spaces
- 7.1.12.7 Persons using personal fall protection equipment
- 7.1.13 Contractors undertaking security duties shall be in possession of a valid Private Security Service Contractors Licence for the activity concerned, issued by the Private Security Authority in accordance with the Private Security Services Act 2004. In addition, any personnel employed by the Contractor on security duties shall be in possession of valid Private Service Employee Licence. Security personnel shall be in possession of valid Private Security Authority identification cards while on CME property.
  
- 7.2 **Safe Place of Work** - The Contractor shall ensure that the work location is safe for work and that safe means of access and egress are provided.
  
- 7.3 **Personal Protective Equipment** - Personal protective equipment appropriate to the risk shall be provided by Contractors and used by their personnel. Unless otherwise agreed with the "CME Appointed Person", this shall include as a minimum: overalls, safety helmet, safety footwear, gloves and ear protectors.
  - 7.3.1 Safety glasses to EN 166 Personal Eye Protection – Specifications, F standard (low energy impact) or higher shall be carried by all persons and worn in mandatory eye protection areas. Persons who normally wear corrective glasses shall wear safety glasses incorporating corrective lenses. Safety glasses are not a substitute for goggles or full face shields which are required for higher risk operations such as grinding and when using corrosive substances.
  - 7.3.2 Safety footwear must be worn at all times in the plant areas of the Works/ Workshops/Depots unless otherwise agreed with the "Iarnród Éireann Appointed Person".
  - 7.3.3 Other items of personal protective equipment shall be worn as required by risk assessment.
  - 7.3.4 Personal protective equipment is the last option for risk control and is only acceptable when all other options have been explored and are judged not reasonably practicable.
  
- 7.4 **Contractor's Emergency Procedures** - Contractors shall make provision for any likely emergency that could arise as a result of their activities. This shall include a method for raising the alarm with "CME Appointed Person" and/or emergency services, taking immediate action to mitigate the consequences of the emergency, and administering any specialist first aid treatment that may be required.
  - 7.4.1 Where work requires the use of personal fall protection equipment or where work is carried out in a confined space, the Contractor shall make provision for the rescue of personnel unless otherwise agreed in writing with the "CME Appointed Person". This shall include personnel trained in any necessary rescue techniques, the provision of rescue equipment and the provision of a written rescue plan.
  - 7.4.2 In addition, Contractors shall co-operate fully with the CME's emergency procedures. Contractors shall ensure that all personnel are familiar with their own and CME's emergency procedures.
  
- 7.5 **A clean work place** - The Contractor shall ensure that the work location is at all times clean and safe for any personnel, CME or the Contractor's own.

- 7.5.1 The Contractor shall, prior to completion of work, clean up, remove and dispose of safely and in an environmentally acceptable manner, all materials brought onto site and waste generated while on site. The work area shall be left in a clean condition to the satisfaction of the "CME Appointed Person".
- 7.5.2 Particular care must be taken during work to ensure that the area is kept as clean as possible, is free of tripping hazards and that no fire risk is created by a build up of combustible material or by contact of combustibles with possible sources of ignition. Under no circumstances shall fire points, emergency exits or emergency access be blocked.
- 7.6 **Work in the vicinity of Electrical Equipment** - Utmost care shall be taken where work is undertaken in the vicinity of switchgear, relays, control cabinets, cabling and similar equipment. Unauthorised interference with such equipment is strictly prohibited.
- 7.6.1 Work shall be conducted in a clean manner so as not to contaminate electrical equipment.
- 7.6.2 Unauthorised entry into switchgear rooms, relay rooms, computer rooms, control rooms and other locations containing electrical equipment is strictly prohibited.
- 7.7 **Work at Heights** - Where a person could fall a distance liable to cause personal injury from an unprotected edge during work, or while going to or from work, temporary means of safe access such as a scaffold, mobile elevating work platform, ladder, safety harness or some equivalent means must be used.
- 7.7.1 Ladders or safety harness should only be used where the provision of a scaffold, mobile elevating work platform or an equally safe means of access is shown by a specific written risk assessment to be impractical.
- 7.7.2 Persons working from mobile elevating platforms or involved in the erection or dismantling of scaffolds must wear a safety harness at all times, with the lanyard secured to a suitable anchor point in accordance with a written method statement.
- 7.7.3 Where a safety harness is required and the wearer is required to move position during the work activity, a double lanyard shall be used in order to ensure that the person is secured at all times. Safety harness may only be used where their use is justified by a written risk assessment and covered by a method statement. This shall include specific requirements for the type and length of lanyard required (e.g. fall restraints, fall arrest, double, etc).
- 7.7.4 A person may only carry out work from a ladder provided the work is of short duration and of such a nature that one hand is at all times free to secure a firm handhold or some other safe system of working from the ladder is employed. Not more than one person may work from a ladder at the same time. If the ladder is more than 3 meters long it must either be tied at the top, held at the bottom by a second person or secured by some other means to provide an equivalent level of safety.
- 7.7.5 Where overhead work places those below at risk from falling objects, access to the area below shall be delimited by means of proprietary steel fencing and warning signs unless a designated person is present at all times to enforce the exclusion zone. Such circumstances include lifting operations with cranes. The designated person shall hold FETAC Construction Skills Cards for Slings/Signalling or an equivalent recognised by FAS. The designated person shall be identified by means of high visibility jackets or a different colour to those worn by other site personnel.
- 7.7.6 Persons working on scaffolds, on open mesh grid platforms and in other locations from where small objects could fall on to persons below, shall use appropriate means to minimise the risk. This shall include the storage of materials in buckets/bins, the provision of suitable edge protection and minimising openings in platform surfaces through which objects could fall.

- 7.8 **Scaffolding** - Scaffolds constructed by the Contractor shall be in accordance with BS EN 12811-1: 2003 Temporary Works Equipment – Part 1 Scaffolds – Performance Requirements and General Design, or an equivalent code. An intermediate guard rail shall be fitted to all platforms.
- 7.8.1 Unless otherwise advised in writing by Iarnród Éireann, all scaffolds shall be regarded as “advanced scaffolds” as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Persons engaged in the construction of such scaffolds shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding”, or a recognised equivalent. All scaffolds requiring design calculations under BS EN 12811 – 1: 2003 shall be certified by a competent Chartered Engineer or equivalent (e.g. a degree qualified engineer with suitable experience).
- 7.8.2 System scaffolds shall be constructed in accordance with the manufacturer’s instructions except where these are being treated as “designed scaffolds”. In such cases the specific scaffolding design shall be approved in writing by a competent person. Copies of the manufacturers’ instructions for system scaffolds and drawings for “designed scaffolds” shall be held by those building the scaffolds and by the person inspecting the scaffold.
- 7.8.3 All scaffolders shall use safety harnesses with double lanyards while working above 1.5 meters unless an alternative is justified by a written risk assessment.
- 7.8.4 Permanent handrails shall not be used as load bearing supports for scaffolds.
- 7.8.5 All scaffolds with a working platform over 2 meters in height must be inspected by a competent person employed by the Contractor when first brought into use, following modification or exposure to bad weather, and within the previous seven days while in use. A written record of all inspections must be maintained by the contractor.
- 7.8.6 “Step-ups” (temporary platforms lower than 2 meters) shall be constructed to the same standard as scaffolds.
- 7.8.7 CME scaffolds shall be used by the Contractor only with the permission of the “CME Appointed Person”.
- 7.9 **Ladders** - All ladders must be to EN 131, Type 1 Industrial to BS 2037 (aluminium ladders), Type 1 Industrial to BS 1129 (wooden ladders), or equivalent. “Domestic type ladders are prohibited.
- 7.9.1 Ladders shall be marked with an identifying number and inspected at least every 3 months by a competent person with a written record made on the statutory WH 1 form or equivalent.
- 7.9.2 Aluminium ladders must not be brought into electrical compounds or used near electrical risks.
- 7.10 **Personal Fall Protection Equipment** - Personal fall protection equipment such as safety harnesses and lanyards shall be examined at least every 3 months by a competent person and a written record made on the statutory WH 1 form or an equivalent. In addition, personal fall protection equipment shall be inspected before use by the user and a written record made.
- 7.11 **Suspended Access Equipment** - Suspended access equipment shall comply with BS 5974 Code of Practice for Temporarily Installed Suspended Scaffolds and Access Equipment and with BS EN 1808 Safety Requirements on Suspended Access Equipment – Design Calculations, Stability Criteria, Construction – Tests.

- 7.12 **Confined Spaces** - A confined space is an enclosure where, by virtue of its enclosed nature, any of the following risks are reasonably foreseeable:
- 7.12.1 Loss of consciousness or asphyxiation arising from gas, fumes, vapour or the lack of oxygen.
  - 7.12.2 Drowning.
  - 7.12.3 Entrapment.
  - 7.12.4 Serious injury arising from an explosion or fire.
  - 7.12.5 Asphyxiation or entrapment by a free flowing solid.
  - 7.12.6 Loss of consciousness arising from an increase in body temperature.
  - 7.12.7 All tanks, condensers, de-aerators, pipes, culverts, bunkers, mills, fans, air heaters, boiler furnaces, boiler drums, ducts, chimneys, hoppers, grit arrestors, precipitators, penstocks, spiral casings, draught tubes and similar enclosures must be treated as confined spaces unless otherwise confirmed by the "CME Appointed Person".
  - 7.12.8 Prior to entry by Contractor's personnel into a confined space, the Contractor's Charge Person must consult with the "CME Appointed Person" who will arrange isolation of the plant concerned and will specify any further precautions necessary by means of a **Confined Space Entry Permit-to-Work**. The Contractor shall comply with all precautions specified.
- 7.13 **Hot Work** - Contractors shall notify the "CME Appointed Person" prior to carrying out welding, cutting, grinding, or any other activity involving a source of ignition. Where a fire risk exists, the "CME Appointed Person" will specify appropriate precautions to the Contractor and issue a **Hot Work Permit-to-Work**. Such precautions will include the provision of two persons at all times during hot work and a mandatory fire watch for at least an hour after completion of the hot work.
- 7.14 **Movement of Cranes, Tipper Trucks and Vehicles** - Vehicles entering the Works / Workshops /Depots must be in sound condition, loaded safely and must conform to the local speed limits. Vehicles shall be parked in authorised locations only.
- 7.14.1 Drivers must hold valid driving licenses for the classes of vehicles concerned.
  - 7.14.2 Where the Contractor requires bringing a crane, "Readymix" truck fitted with a conveyor, a tipper truck or a vehicle with a high load into the Works/Workshops/Depots, prior permission must be obtained from the "CME Appointed Person" in order to eliminate the risk of electrocution by contact with overhead power lines. Only routes and work locations that have been authorised by the "CME Appointed Person" shall be used.
- 7.15 **Removal of Machine Guards** - Machine guards must not be removed without the permission of the "CME Appointed Person". Any guards removed must be replaced on completion of the work and prior to the machine being made available for normal operation.
- 7.16 **Digging** - No digging or excavations by hand or machine shall be carried out without the prior agreement of the "CME Appointed Person". Where such work is authorised by the "CME Appointed Person", precautions must be taken to avoid causing damage to buried electrical cables, gas mains, fire water mains and other services. In addition, the risk of buried asbestos must be assessed in conjunction with the "CME Appointed Person".

- 7.16.1 The risk of collapse shall, where possible, always be eliminated by sloping the excavation sides to a suitable angle. Access to excavations shall be fenced off using proprietary steel mesh fencing and safety signs (plastic tape is not an acceptable alternative). Where vehicles are in use in the vicinity of the excavation, stop-logs shall be positioned to prevent vehicles from getting close to the excavation edge.
- 7.16.2 Where an excavation is over 1.2 meters in depth and a risk of the sides collapsing exists, the excavation must be inspected by a competent person before person/s first work in the excavation and within the previous seven days while in use. A record of all such inspections must be made on the statutory CR 9 form. Where such an excavation is more than 2 meters deep, an inspection must be carried out each day.
- 7.17 **Work in Areas of Inadequate Lighting** - Where existing lighting levels are inadequate for safe working, these shall be increased to a suitable level by the Contractor.
- 7.18 **Working in Areas of Bad Ventilation** - Where work can generate hazardous fumes or vapours, or result in a deficiency in oxygen, ventilation of the area affected must be increased until a safe breathing environment is created. Where ventilation is not reasonably practicable, fresh air hose breathing apparatus may be used.
- 7.19 **Working in High Noise Areas** - Where the Contractor's activities generate noise levels of 85 dB(A) or a peak sound pressure of 137 dB(C) in relation to 20  $\mu$  Pa, or greater than these levels, attempts must be made where practical, to reduce the noise level at source. In addition, access to the areas affected shall be limited and appropriate noise signs erected.
- 7.19.1 Where the noise level in the Works / Workshops / Depots is at or above 80 dB(A), or where the peak sound pressure level is 135 dB(C) in relation to 20  $\mu$  Pa, the Contractor shall issue ear protectors to all his affected personnel.
- 7.19.2 Wearing of ear protectors is mandatory where noise levels are 85 dB(A) or above.
- 7.20 **Work with Hazardous Substances** - The Contractor's Charge Person must advise the "CME Appointed Person" of all hazardous substances intended for use and advise on any hazards posed to CME personnel or plant. Safety Data Sheets must be provided by the Contractor for all hazardous substances and appropriate precautions put in place, based on risk assessment to ensure the safety of those who could be affected by their use.
- 7.20.1 Occupational exposure levels shall not exceed those set down in the latest HSA Code for the Chemical Agents Act 2008, No 13 or the relevant Safety Data Sheet (whichever is lower).
- 7.20.2 Flammable, explosive and toxic substances may only be brought into the station with the permission of the "CME Appointed Person". All such material must be stored safely in an agreed location. The Contractor shall ensure that only minimum quantities are stored at any one time. The Contractor shall erect a suitable fire or explosion risk warning sign at the storage location.
- 7.20.3 Asbestos and products containing asbestos are prohibited. Where plant or equipment within the Contractor's scope of supply is being installed, the Contractor shall demonstrate by means of a design risk assessment or some similar means that the equipment is asbestos free.
- 7.20.4 Category 1, 2 or 3 Carcinogens may only be used subject to the following conditions:
- 7.20.4.1 Written approval has been obtained from the "CME Appointed Person".



- 7.20.4.2 A job specific written assessment indicates that there is no safer alternative.
  - 7.20.4.3 A job specific written method statement for the substance concerned, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor.
  - 7.20.4.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeded the appropriate Occupational Exposure Limit, by use of sealed systems or other engineering controls.
- 7.21 **Work with Asbestos, general precautions** - Asbestos is classified as toxic and as a Category 1 Carcinogen. Inhalation of asbestos fibres may cause cancer.
- 7.21.1 The use of asbestos products for new applications is banned under Irish Safety Legislation. Products containing asbestos shall not be brought on to Iarnród Éireann sites.
  - 7.21.2 Old asbestos products can exist in a number of possible forms, for example:
    - 7.21.2.1 Asbestos insulation.
    - 7.21.2.2 Sprayed asbestos (e.g. on structural steelwork).
    - 7.21.2.3 Asbestos insulation board.
    - 7.21.2.4 Roofing felt containing asbestos.
    - 7.21.2.5 Asbestos coatings to metal wall cladding
    - 7.21.2.6 Asbestos cement products such as corrugated sheeting and pipes.
    - 7.21.2.7 Asbestos floor tiles, roof tiles and ceiling tiles.
    - 7.21.2.8 Buried asbestos waste.
    - 7.21.2.9 Asbestos joints/gaskets on pipe work flanges, pumps, compressors, internal combustion engines and similar equipment.
    - 7.21.2.10 Asbestos packing on valves and pump glands.
    - 7.21.2.11 Asbestos brake lining on vehicles.
    - 7.21.2.12 Asbestos arc chutes on high voltage switchgear
  - 7.21.3 Where asbestos in any form is suspected or is encountered during work, all activities directly connected with this work must cease immediately and the "CME Appointed Person" must be informed. The "CME Appointed Person" will assess the type and form of asbestos involved. Where small quantities of asbestos gaskets, rope, valve packing, gland packing, floor tiles, roof tiles (but not ceiling tiles), asbestos cement products and similar lower risk asbestos products are involved, work may be permitted subject to the following:
    - 7.21.3.1 A job specific written risk assessment shall be carried out and signed off by the Contractor's Charge Person. In addition a job specific Plan of Work (method statement) shall be produced. These shall be submitted to the "CME Appointed Person" for review. The Contractor's Charge Person and the Contractor's staff must be competent to carry out the work concerned.
    - 7.21.3.2 Written authorisation to proceed shall be received from the "Iarnród Éireann Appointed Person".
    - 7.21.3.3 Personnel involved shall be clean shaven (to allow proper fitting of a dust mask) and trained by the Contractor in the safe work methods required.
    - 7.21.3.4 Where possible, work shall be carried out in a well ventilated or outdoor location. Adequate lighting must be provided.

- 7.21.3.5 The work area shall be cordoned off by means of barriers approx. 3 meters back from the immediate work site. In addition, warning signs stating "Caution – Asbestos Work – No Unauthorised Entry – No Smoking, Eating or Drinking – Respiratory Protection must be worn" shall be placed at the barriers.
- 7.21.3.6 A white Tyvek boilersuit with hood and shoe overalls shall be worn by all personnel involved in the work. Persons entering the cordoned-off work area but not carrying out work may wear their standard work clothing.
- 7.21.3.7 A dust mask to EN 149 type FFP3 or a higher standard (depending on the risk assessment) shall be worn by all personnel entering the cordoned-off work area. The Tyvek boilersuit hood shall be worn over the elastic straps of the dust mask.
- 7.21.3.8 A polythene sheet shall be placed under the work area in order to catch any asbestos debris. The polythene sheet shall be secured in position by duct tape or a similar method.
- 7.21.3.9 The asbestos products and the surrounding area shall be thoroughly dampened using a suitable wetting agent (e.g. water /PVA or a water/detergent solution). As work progresses, application of the wetting agent shall continue as required.
- 7.21.3.10 Hand tools only shall be used, never power tools or working techniques that generate dust. "Shadow vacuuming" techniques shall be used at the workface where this facilitates more effective recovery of small asbestos debris.
- 7.21.3.11 Smoking, eating and drinking shall be prohibited during the working process and until personnel have changed out of their personal protective equipment, moved out of the work area and taken appropriate hygiene precautions (washed hands etc.).
- 7.21.3.12 Further advice shall be sought from the "CME Appointed Person" if the asbestos material is in a disintegrating condition.
- 7.21.3.13 Asbestos material shall be placed into a zip-lock plastic bag and then this bag shall be placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The asbestos waste sack must be kept under lock and key when not in immediate use.
- 7.21.3.14 When work is finished, the work area shall be cleaned thoroughly. Where a vacuum cleaner is used, this shall be a Type H to BS 5415 fitted with a high efficiency particulate arrester (HEPA) filter. It shall have a test certificate from a competent person issued within the previous six months. Wet rags shall be used to wipe down surfaces, work equipment, etc.
- 7.21.3.15 Before leaving the work area, persons involved in the work shall vacuum down their disposable white Tyvek boilersuit and footwear to remove any traces of asbestos. This personal protective equipment shall be removed before the person moves outside the work area.
- 7.21.3.16 When work is finished, the white Tyvek boilersuit, shoe coveralls, the person's dust mask and any wet rags used for clean-up, shall be placed into a zip-lock plastic bag and then this bag placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The disposal of all asbestos waste shall be agreed with the "CME Appointed Person".
- 7.21.3.17 Advise the "CME Appointed Person" that the work is complete and request him/her to carry out a visual inspection of the location to ensure that asbestos debris has been removed and the area is safe for normal access. This inspection will consider the need for a job specific Asbestos Clearance Certificate based on air monitoring. It will take account of any unexpected factors that may have arisen during the course of the work. In any event, this inspection will be based on the results of air monitoring test carried out for previous similar work. A record of this inspection must be kept.
- 7.21.3.18 Finally, the warning signs and barriers shall be removed.
- 7.21.4 The above control measures may be modified for specific circumstances where this is supported by a job specific written risk assessment produced by a competent person.

These shall be submitted to the "CME Appointed Person" for review prior to any modified work method being implemented.

- 7.22 **Specialist Asbestos Removal Operations** - Work involving the removal of asbestos insulation, sprayed (limpet) asbestos, asbestos insulation board, asbestos ceiling tiles and similar higher risk asbestos products, involves a "particular risk" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 or 2006. The Construction Regulations SI 504 shall apply in full. Work with higher risk asbestos products can result in airborne fibre levels reaching or exceeding the Exposure Limit Value of 0.1 fibres/ml. Strict precautions must therefore be observed in compliance with the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Such work shall be carried out by specialist asbestos removal Contractors only and in accordance with the following provisions:
- 7.22.1 The Contractor shall act as the "designer" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. A competent person employed by the Contractor shall produce a job specific written risk assessment and a detailed Plan of Work. Both of these documents shall be signed-off by the competent person and shall be submitted to the "CME Appointed Person" for review prior to work commencing. As a minimum, these shall explicitly cover the type and form of asbestos involved, air sampling, the anticipated exposure level, the competence of persons carrying out the work, the work techniques involved, requirements for delimiting the work area, the respiratory protective equipment required, the personal protective equipment required and waste disposal considerations.
- 7.22.2 The Contractor shall submit a notification of the intended work along with a copy of the Plan of Work to the Health and Safety Authority 14 days before work commences as required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Where a significant change to the work occurs, a revised notification must be re-submitted by the Contractor to the Health and Safety Authority.
- 7.22.3 All the persons involved in the work shall be trained in the work methods involved and be certified in writing by the Contractor as being competent. In addition they shall have valid medical certificates for asbestos removal, be clean shaven (to allow the proper fitting of respiratory protective equipment) and have "face fit" certificates for their individual respiratory protective equipment.
- 7.22.4 Access to the work site shall be cordoned-off by enclosures/barriers and warning signs in accordance with the Contractor's Plan of Work.
- 7.22.5 If tenting is required, it shall be made from impermeable flame-retardant sheeting and kept under negative pressure. Viewing panels shall be provided to facilitate monitoring of work activities by persons outside the enclosure. Where large scale asbestos removal is required, it is permissible to use the building as the enclosure, provided the building itself is suitably sealed. The enclosure shall be subjected to a smoke test and certified in writing by a competent person, before asbestos removal work commences. A differential pressure meter shall be provided at a suitable location to facilitate checking of the negative pressure condition in the enclosure. Enclosures and hygiene facilities shall meet the requirements of UK Health and Safety Executive Guidance Notes EH 47 *The Provision, Use and Maintenance of Hygiene Facilities for Work with Asbestos Insulation, Asbestos Coatings and Asbestos Insulation Board* and EH 51 *Enclosures Provided for Work with Asbestos Insulation, Coatings and Insulation Board*.
- 7.22.6 The number of persons inside the asbestos working area shall be kept to a minimum. A written record shall be maintained of the name, date and time for all persons entering and leaving the work area.

- 7.22.7 Smoking and the consumption of food and drink shall be prohibited in the work area and until such times as personnel have washed up and changed into their normal clothes.
- 7.22.8 Where burning methods are being used to remove plating in order to get at asbestos, respiratory protective equipment used shall be suitable for lead paint as well as asbestos.
- 7.22.9 Before asbestos removal work starts, all unnecessary movable items shall be cleared from the vicinity of the operation and the site shall be thoroughly cleaned with a Type H vacuum cleaner to BS 5415 equipment with a high efficiency particulate arrester (HEP A) filter. Following this, the work site floor and adjacent plant shall be covered and sealed as far as practicable with impermeable sheeting
- 7.22.10 Airborne asbestos fibres shall be reduced to as low a level as is technically possible. Techniques such as water injection, dampening down the work surface, the use of wetting agents, wrap and cut methods, glove bag techniques and shadow vacuuming shall be used where appropriate. Power tools, hammers, chisels or other percussive techniques shall not be used as these liberate dust.
- 7.22.11 Asbestos cement products such as sheeting shall be removed intact, by cutting bolts and fasteners. Structures containing asbestos products shall not be collapsed unless a job specific risk assessment, approved by the "CME Appointed Person", proves that the removal of asbestos with the structure still standing would present an insurmountable risk.
- 7.22.12 An occupational Exposure Limit Value for airborne asbestos of 0.1 fibres/ml. (8 hour weighted average) shall apply to all types of asbestos (white, blue and brown). Work methods shall be designed to ensure that the fibre count in the work area never exceeds 2 fibres/ml. (8 hour weighted average).
- 7.22.13 Power assisted respiratory protective equipment, conforming to EN 12942 type TM3 full face mask and P3 filter, or a higher standard shall be used by all personnel within the work area. Respiratory protective equipment shall be visually inspected and subjected to an air flow test on each occasion before entering the work areas. Written inspection records must be maintained. These shall be made available to the "CME Appointed Person". Other personal protective equipment shall be used in accordance with the written risk assessment.
- 7.22.14 Static and personal air sampling shall be conducted within the work area. Unless explicitly excluded from the Contract scope, air sampling shall be carried out by a competent person engaged by the Contractor and copies of the results shall be given to the "CME Appointed Person". Analysis of air samples shall be an approved laboratory. If the Contract scope excludes air sampling, this will be provided by the CME and copies of the results will be given to the Contractor.
- 7.22.15 Separate facilities for washing-up and changing clothes shall be provided. Protective clothing used in asbestos removal shall be removed from the work location. These shall be in properly marked plastic bags and either washed by an approved method or treated as asbestos waste. Dust or debris which gets onto clothing shall be removed by vacuum cleaning or an approved washing method, NOT BY SHAKING.
- 7.22.16 On completion of work, the cordoned-off area and plant within shall be thoroughly cleaned using a Type H vacuum cleaner to BS 5415 fitted with a high efficiency particle arrester (HEP A) filter. Where sprayed asbestos has been removed, the surface to which it was attached shall be thoroughly cleaned before further work is started.
- 7.22.17 When the contractor is satisfied that the asbestos removal work has been completed to the required standard, he shall inform the "CME Appointed Person" who will arrange for an asbestos clearance test to be carried out. The clearance standard required by the Contractor is for all the required asbestos to have been removed and for an airborne fibre count of less than 0.01 fibres/ml.

- 7.22.18 All asbestos containing materials that have been removed, including used filters from vacuum cleaners and respiratory protective equipment filters shall be placed into approved double asbestos waste bags (inner red bag, outer clear bag). Where an asbestos item is too large to fit into the asbestos bag it may be double wrapped in polythene, sealed and labelled asbestos waste with the appropriate warnings. The Contractor shall be responsible for disposal of asbestos waste unless this is specifically excluded from the Contract scope in writing. Where waste disposal forms part of the Contract, disposal arrangements in accordance with Irish Legislation, must be confirmed in writing to the "CME Appointed Person" before the material concerned leaves the CME site. Proof of transport to and disposal in a licensed hazardous waste facility in accordance with Irish Legislation shall be provided in writing to the "CME Appointed Person" as soon as the documentation is completed
- 7.22.19 The Contractor shall arrange for health monitoring for his staff and shall maintain the Occupational Health Register and Individual Medical Records required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 of 2006.
- 7.22.20 Valid test certificates shall be provided to the Station Appointed Person for all air filtration equipment, ventilation equipment, respiratory protective equipment and for BS 5415 Type H vacuum cleaners.
- 7.22.21 These are the minimum safety requirements applying to asbestos removal. Further requirements may be specified as part of the Iarnród Éireann Specification or may be deemed necessary by the Contractor following risk assessment.
- 7.22.22 Some aspects of these control measures may also apply to the removal of larger amounts of asbestos cement products (e.g. corrugated sheeting), asbestos floor tiles, asbestos roof tiles and similar lower risk asbestos products. For such removal work, the Contractor shall be the designer under the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. The specific safety requirements shall be determined by job specific written risk assessment and incorporated into a Plan of Work.
- 7.22.23 Asbestos removal work shall not commence until an **Asbestos Removal Permit-to-Work** has been issued by the "CME Appointed Person".
- 7.23 **Work with Refractory Ceramic Fibre** - Refractory Ceramic Fibre is toxic and is classified as a Category 2 Carcinogen. Inhalation of Refractory Ceramic Fibres may cause cancer. This material may only be used subject to the following conditions:
- 7.23.1 Written approval has been obtained from the "CME Appointed Person".
- 7.23.2 A written risk assessment indicates that there is no safer alternative.
- 7.23.3 A Job Specific written method statement, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor. This shall include provisions for waste disposal.
- 7.23.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeding the appropriate Occupational Exposure Limit, by the use of sealed systems or other engineering controls.
- 7.23.5 Appropriate safety signs or tags are fixed to the points where the material is installed.
- 7.23.6 **Safety of Work Equipment** - Under the Safety Health and Welfare at Work (General Application) (Amendment) Regulations SI 188 of 2001, all work equipment liable to deterioration in services, where such deterioration can affect safety, shall be inspected at regular intervals and be maintained in a safe condition.

- 7.23.6.1 Examples of such work equipment include portable electrical tools, portable air tools, ladders, portable grinders, welding equipment, compressors, high pressure hoses, vehicles and safety harnesses. Upon request, inspection records for work equipment shall be made available to the "CME Appointed Person".
- 7.24 Portable Electrical Tools - The work area shall, in the context of using portable electrical tools, be defined as a work of engineering construction. The relevant provisions of Part VIII of the Safety, Health and Welfare at Work (General Application) Regulations SI 44 of 1993 shall therefore apply:
- 7.24.1 Portable tools with a rating below 2kV A shall be at a voltage not exceeding 125 V ac.
- 7.24.2 Hand lamps shall be at a voltage not exceeding 25 V ac.
- 7.24.3 Transformers supplying 125 V ac shall be of the double wound type with the centre point of the lower voltage earthed.
- 7.24.4 Supplies at voltages exceeding 125 V AC shall be protected by one or more residual current having a tripping current not exceeding 30 mA. Cables carrying voltages exceeding 125 V ac shall be of the steel wire armoured type (e.g. Sylflex).
- 7.24.5 In addition, all portable electrical tools with a rating below 2 kVA shall be of the Class II (double insulated) type unless otherwise agreed with the "Iarnród Éireann CME Appointed Person".
- 7.25 **Electrical Welding Equipment** – Electric welding equipment must be in a safe working condition, in particular:
- 7.25.1 Welding leads and return cables must be of adequate cross section with continuous insulation over their entire length.
- 7.25.2 Joints between cable sections must be by means of proprietary shrouded insulated cable couplings.
- 7.25.3 The welding return cable must be connected to the work piece by means of a proprietary clamp. The welding return must not be made by connecting to steelwork or by any path other than the proper welding return lead.
- 7.25.4 The welding set itself must be earthed through the main supply cable.
- 7.25.5 Welding set main supply cables must be armoured.
- 7.25.6 The main point of electrical supply must be fitted with a switch.
- 7.26 **Gas Welding and Cutting Equipment** - Gas welding/cutting equipment must be in safe working condition, in particular:
- 7.26.1 Hoses must be in good condition, correctly colour coded and free from cracks and other defects.
- 7.26.2 Hoses must be connected to fittings by proprietary "one shot" type clips: "jubilee clips" are prohibited.
- 7.26.3 Oxygen and acetylene hoses must be fitted with check-valves and flash-back arrestors.
- 7.26.4 Oxygen regulators must be rated for an inlet pressure of at least 230 Bar.
- 7.26.5 Cylinders must be fitted with knobs or keys to allow outlet valve to be turned off in an emergency.

- 7.26.6 Gas cylinders must be stored, transported and used in an upright position and secured against falling.
- 7.26.7 When equipment is not in immediate use, cylinder valves must be closed and hoses tidied away.
- 7.27 **Lifting Equipment** - All lifting appliances such as cranes, winches, hoists, chain blocks, forklifts and mobile elevating work platforms and lifting gear must have current statutory certificates signed by a competent person. Such certificates shall be made available to the "CME Appointed Person".
- 7.27.1 Where "construction work" as defined by the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006 is carried out:
- 7.27.1.1 Cranes and winches must have been tested and examined by a competent person once in the previous year (or after first assembly on site where applicable) and a record kept on the appropriate statutory form CR3 or CR4 as appropriate.
- 7.27.1.2 All lifting appliances such as cranes, winches, hoists, forklifts and mobile elevating work platforms, must be inspected by the driver/operator (if competent to do so), or by some other competent person once every 7 days. A written record of the inspection must be kept on the appropriate statutory form CR 4 B.
- 7.28 **Pressure Vessels** - All steam and air receivers shall have current statutory inspection certificates signed by a competent person. Such certificates shall be made available to the "Iarnród Éireann Appointed Person".

**End of Appendix.**

## Appendix 2: Contractor Safety Induction



### Contractor Safety Induction

<b>Contractor</b>		<b>Contractor's Representative in charge Contact No.</b>	
<b>Contractor's Employee Name</b>			
<b>Permit to Work No.:</b>		<b>Location of Work:</b>	
<b>Scope of Work</b>			

**Briefing:** Tick applicable box to indicate contractor has been briefed, understands briefing and meets requirements.

<b>1. General Safety Rules (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>2. Evacuation Plan (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>3. Emergency Control Plans (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>4. First Aid</b>	<input type="checkbox"/> Yes	
<b>5. How to report an Accident or Incident (CME-SMS-007)</b>	<input type="checkbox"/> Yes	
<b>6. Local Hazards (specify)</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>7. Trackside Safety:</b>	a) Is PTS required <input type="checkbox"/> Yes <input type="checkbox"/> No	b) Is PTS up to date <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>8. Safe Pass (if required)</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>9. PPE</b>	a) Safety Glasses <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) Footwear <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) High Viz. Vest <input type="checkbox"/> Yes <input type="checkbox"/> N/A	d) Bump Hat <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	e) Other (specific for job) <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>10. Housekeeping &amp; clean up procedures</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>11. Waste removal procedures</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>12. No smoking policy</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>13. Mobile Phone Usage</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>14. Site Access/egress</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>15. Sign in/Sign out</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>16. Introduction to</b>	a) Duty Manager/Supervisor <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) First Aider <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) Safety Representative <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>17. Local traffic rules and parking:</b>	Transport brought on site Vehicle _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>18. Environment</b>	a) Drainage / Interceptor Locations <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) Location of Spill Kits <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) Waste Management Procedure (Quality Station) <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>In the event of a spillage contact IE Appointed Person and arrange for spill kit to be used. NO LIQUIDS to be disposed of in any drainage without prior consent of Safety &amp; Facilities Officer. NO ON-SITE DISPOSAL OF HAZARDOUS WASTE (oils, lubricants, paints, solvents, detergents, cleaners, etc.)</b>		

I confirm that I have received a briefing on the items ticked above and that I am clear on the procedures to be followed.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Contractor's Representative)

I confirm that I have briefed the above named person and I am satisfied that he/she has a clear understanding of the points covered.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
(I.E Appointed Person)



**Appendix 3: PRO-FORMA METHOD STATEMENT**

**NOTE: This document is for guidance purposes only, the content, detail, layout and any additional information required remain the responsibility of the permit applicant/contractor.**

**PRO-FORMA METHOD STATEMENT****Job Title & Contractor Name**

To include job description, sub-contractors details and related drawing numbers.

**Job Location**

Outline exact location of works.

**Commencement & Completion Dates** Give expected commencement date/time. Give expected completion date/time.

**Note.** Method Statements (including site specific risk assessments) must be submitted prior to the work commencement date to ensure effective review.

**Scope of Works**

Contractors are required to outline the full extent of the Works. Contractors are required to demonstrate their understanding of the complexity and extent of the works and whether other contractors or IE are affected by the scope of works outlined.

**Sequence of Works**

Provide detailed sequence of works and how works will be coordinated. Include details of supervision and sub-contractors used. Include details of supervisory and co-ordination arrangements between contractors during the works.

## Environmental Impact

Provide details of any potential environmental impact related to the works. Clearly outline what the risks are and how they will be controlled in order to safeguard the following as applicable;

- Impact to water courses and drainage systems
- Impact to soil
- Impact to flora and fauna
- Impact to air

The above considerations should be given to all aspects of the work including disposal routes required for the removal of hazardous and non-hazardous wastes from site and the potential impact on public routes used by site plant.

Provide a list of chemicals to be brought on site and their applicable MSDS sheets.

Applicable emergency response details and arrangements will be required when deemed necessary.

## Plant & Equipment and Certification Required

Identify all plant and equipment to be utilised in the scope of works. Provide statutory certification for all applicable Plant/Equipment i.e. cranes, lifting tackle, etc.

Staff Name	• Company	Certification

## Staff Involved and Certification Required

Give Names and contact numbers for on site supervisors and outline who will oversee the works. Provide full details of all personnel involved i.e. name, trade, etc, on the project and provide all training certification relevant to each employee e.g. Safe Pass/CSCS/PTS etc. NB: All staff certification to be submitted prior to commencement of works.

Staff Name	• Company	Certification

## Access and Egress Points

Outline Access and Egress points for both plant and staff. Where access routes are shared with IE plant and staff the contractor is responsible to ensure segregation and signage is in place.

### **Interface (Railway, Public and Other Works) Railway**

- Identify whether works will impact on the railway. State what control measures are in place for work on or near the rail line.
- Provide details of IE supervision during works. Public
- State if public interface is envisaged e.g. accessing plant/materials or work within public areas.
  - State whether exclusion zones shall be established and banks men provided to co-ordinate delivery with right of way given to the public at all times.
- Include all arrangements being instigated to protect the public from the construction activity.

### Other Works

- Identify whether other contractors are working close to or within the works.
- State what arrangements are in place where there is an interaction with other works on site.

## Authorisations/Permits

Provide details of Authorizations or Permits required to carry out the work e.g. Confined Space Entry, Work at Heights, Excavation, Asbestos removal, Prof of Isolation, Hot Work permits etc.

## Hazard Identification/Required Controls & PPE Requirements

A detailed hazard identification and risk assessment specific to the works being carried out must be conducted and control measures require to eliminate/reduce risk must be included. NO GENERIC DOCUMENTATION.

Identify all hazards and control measures relating to the works as outlined below.

### **For your information:**

Inchicore Works is a heavy engineering site with many hazards. The items listed below are to be considered as part of your submission (this list is not exhaustive):

- Train Movements
- Live Railway Lines
- Forklift movements
- Heavy Goods Vehicle Movement
- Parking restrictions

- Pedestrians have the right of way
- Speed restriction of 15kMh
- Level Crossings

Inside Workshops:

- Open Pits
- Overhead Cranes
- Interaction with IE Staff
- Forklift movements
- Areas of limited clearance

**Emergency Procedures**

Give specific details of who should be contacted during an emergency and how e.g. site security, contractor person in charge, IE person in charge.

In Inchicore Works, in case of Emergency dial 01 703 3999 or ext 3999. State your name; location and emergency service required and your contact number-do not dial 999 directly

**As works progress, emergency routes shall change. These must be identified and briefed to all staff involved in these works.**

**Note;** This Method Statement pro-forma contains a non-exhaustive list of headings. It is suggested that all Method Statements are to be submitted as per Pro forma. Where appropriate, the contractor should input additional headings to include more detail in relation to how the task will be carried out.

**Briefing Arrangements**

**All staff involved in these works must be briefed on this Method Statement  
The nominated person responsible for briefing this Method Statement is**

Name	Company	Function

***I, the above signed have been briefed on the attached Method Statement and agree to carry out my work according to its content.***

## Fairview DART depot CCTV upgrade

### Contents.

1. Introduction and current arrangement .....
2. General requirements, ( Core requirements ).....
3. Description of works ( Requirements).....
4. Documentation.....
5. Training.....
6. Service and warranty.....
7. Working hours.....
8. Scope of works .....

### 1. Introduction.

- Irish Rail (IE) operate an Electrical multiple Unit ( EMU ) maintenance depot on Clontarf road Dublin 3
- These locations are operated by the Chief Mechanical Engineers Department (CME)
- The CME department has a requirement to replace / renew and generally upgrade existing CCTV in Fairview DART depot
- The current system consists of 25 x analogue camera and 2 x 6TB DVR recording systems
- There is general coverage in various locations on the site, including but not limited to, the train wash, new sidings, workshop floor, car park and both the North and South yards.
- Contractors are required to undertake a mandatory site visit.

## Fairview DART depot CCTV upgrade

The contract will be awarded under the following criteria.

**1. Cost -50%**

**2. Technical Proposal -30%**

Companies are required to provide a written methodology document which explains in detail (but not limited to) the following.

- Functionality and benefits of the proposed system.
- The rationale for selecting the proposed hardware including site references for existing installations utilising the same hardware and system configuration.
- Clause by clause commentary on the IÉ Technical Specification outlining areas of both non-conformance and also demonstrating how each requirement of the IÉ Technical Specification will be complied with.
- The overall purpose of your submission against this award criterion is to demonstrate to the evaluation panel the technical elements of your submission so it is critically important that sufficient information is provided.

**3. Implantation plan- 10%**

- Companies are required to provide a written document that details an Implementation Plan as part of their proposal demonstrating their understanding as to how they will comply with the requirements. Submission to include technical detail of delivery of quality goods and services from migration and installation, to training, operation and maintenance, in line with the specification. Timelines should be included, and methodology for installation and commissioning of the system should be included within the document.

**4. Support Services and Contract Management -10%**

- Bidders are required to demonstrate within a written document how Irish Rail will be provided with warranty support throughout the duration of the contract, as well as service call outs, in line with the specification.

### 2. General requirements.

#### **2.1 Safety**

- Compliance with CME SMS-005 Contractors Permit to work is mandatory, therefore: All contractors' staff attending site for must have a valid Personal Track Safety card "PTS" which is available from Iarnród Éireann, a valid Safe pass, all relevant certificates for operating machines and equipment on site. All Contractor staff must undergo a site induction as required.
- Contractors must be accredited to ISO 27001
- Contractor must have a PSA license.

#### **2.2 Core requirements.**

- The core requirement is for the design, supply, installation, commissioning and training of a high quality relevant CCTV system in Fairview DART depot.
- Allow for future expansion and redundancy
- The system will be in use 24 hours per day and should have a minimum life expectancy of 15 years.
- Decommission and disposal of existing system.

## Fairview DART depot CCTV upgrade

### 3. Description of works.

The scheme shall comprise the following,

- CCTV System
- Migration of the existing CCTV system
- Replacement of, new Installation of, & encoding of specified/existing Analogue CCTV cameras to equivalent HD IP Network CCTV cameras Installation of new viewing/operational locations.
- Design and implementation of new CCTV network.
- CCTV Signage.
- 40 HD Mega Pixel IP Network cameras
  - All external cameras must come with day / night function.
- HD 15TB Server's (qty to be determined during design phase)
  - Minimum recording time of 15 days
- 1 Main control and viewing centre. 60" screen full HD
- 2 minor view stations with single monitor, full HD viewing and camera controllers
- VMS Control Centre Software ( If required )
- Audio announcing, intruder warning at multiple locations. ( See attached maps )
- Parameter detection. (Beams see attached maps )
- Cabinets, desks, installation brackets for monitors and controllers.
- LAN networked switches with combo ports for Fibre Integration.
- Cat6E cable or equivalent.
- Encrypted network receivers.
- Fibre cable and termination.
- Containment if required.



## Fairview DART depot CCTV upgrade

### 4. Documentation.

- References from similar sized cctv projects must be submitted before with quotation.
- The manufacturer's Handbooks, appropriate to the user, to be supplied on handover of the system.
- A System Record, describing the whole installation, to be provided on completion. This may be supplied as a schematic drawing.
- All maintenance and overhaul manual and instructions.
- A site Log Book is to be provided. This should be held where it will always be available to the visiting engineer.
- References from similar sized projects must be submitted on or before site visit. Failure to do so will void your submitted quotation.

All equipment and services provided under this contract must comply with the following standards:

- EN 50121-4:2004: Railway applications – Electromagnetic compatibility  
- Part 4: Emission and immunity of the signalling and telecommunications apparatus.
- EN 50125-3:2004: Railway applications - Environmental conditions for equipment - Part 3: Equipment for signalling and telecommunications.
- EN 60950:2001 - Safety of information technology equipment.

## 5. Training.

The Specialist Contractor shall provide comprehensive training for all nominated personnel. This shall include but not be limited to.

- All the operational aspects of systems.
- Common trouble shooting issues with the system.
- Details of back-up facilities and contact numbers.

## 6. Service and warranty

### **Maintenance**

- The Specialist Contractor shall include in his quotation for a full 36 months comprehensive maintenance contract for all equipment and associated components installed under this contract.
- The maintenance period shall include two routine/preventative maintenance visits and are in addition to ongoing training visits.

### **Warranty**

- A 48 month fully inclusive remedy of defects warranty will be provided on all equipment supplied effective from the date of delivery to IE.
- The Supplier shall ensure the availability of spare parts or replacement parts for a period of 15 years.
- The equipment should have a minimum design life and operational life of 15 years.

## Fairview DART depot CCTV upgrade

### 7. Working hours.

- Monday to Friday 08:00 to 16:00.
- Alternative hours to be agreed.
- Restrictions will apply to the installation of cameras in the new sidings as an isolation of the OHLE is required. Time could be limited to 5 hours.

### 8. Scope of works. Fairview DART depot

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		No	No	6
Fixed bullet		No	No	8
Intruder warning		N/A	N/A	TBC

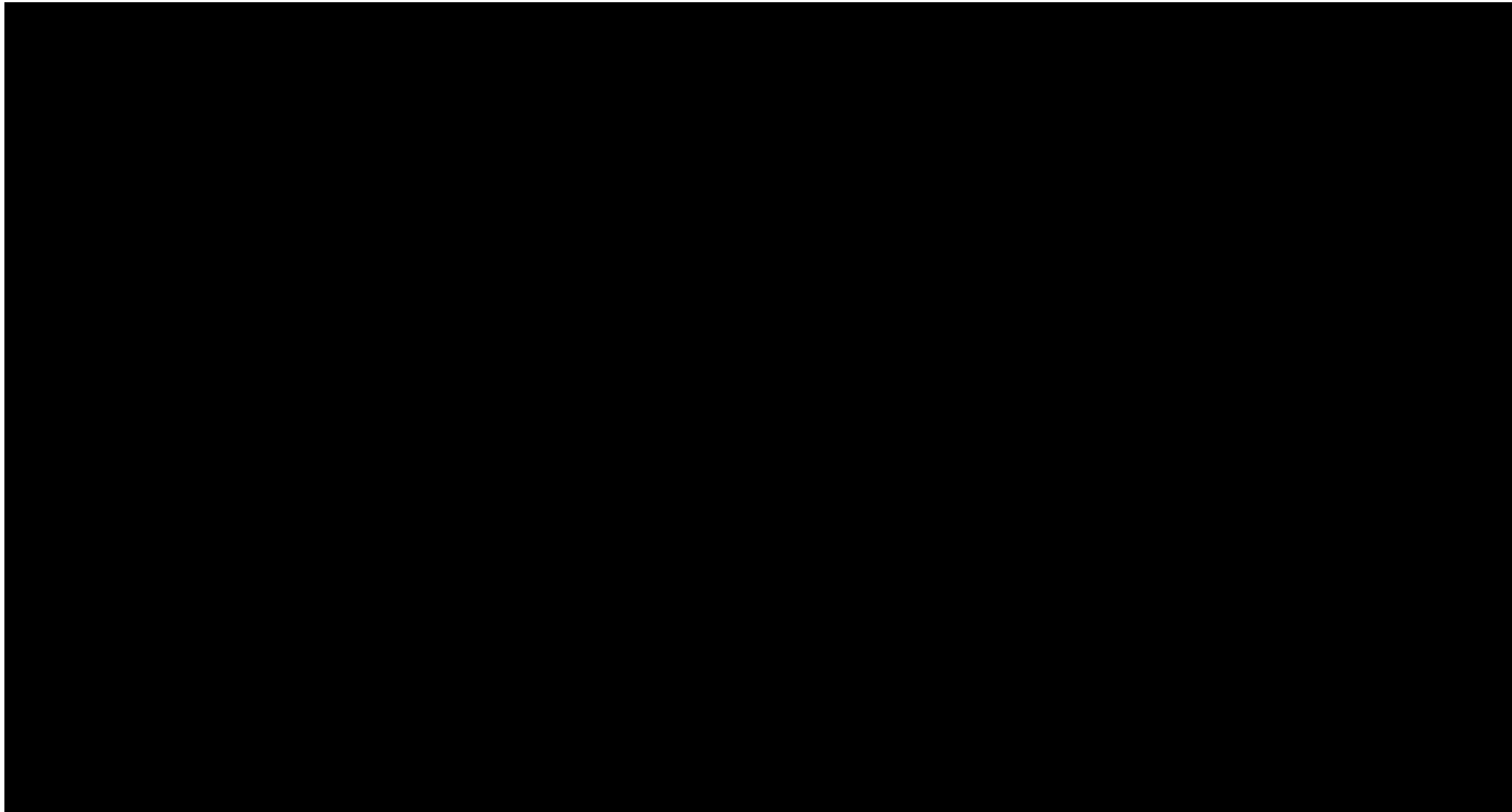
<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	No	9
Intruder detection beam		N/A	N/A	1
Intruder warning		No	No	TBC

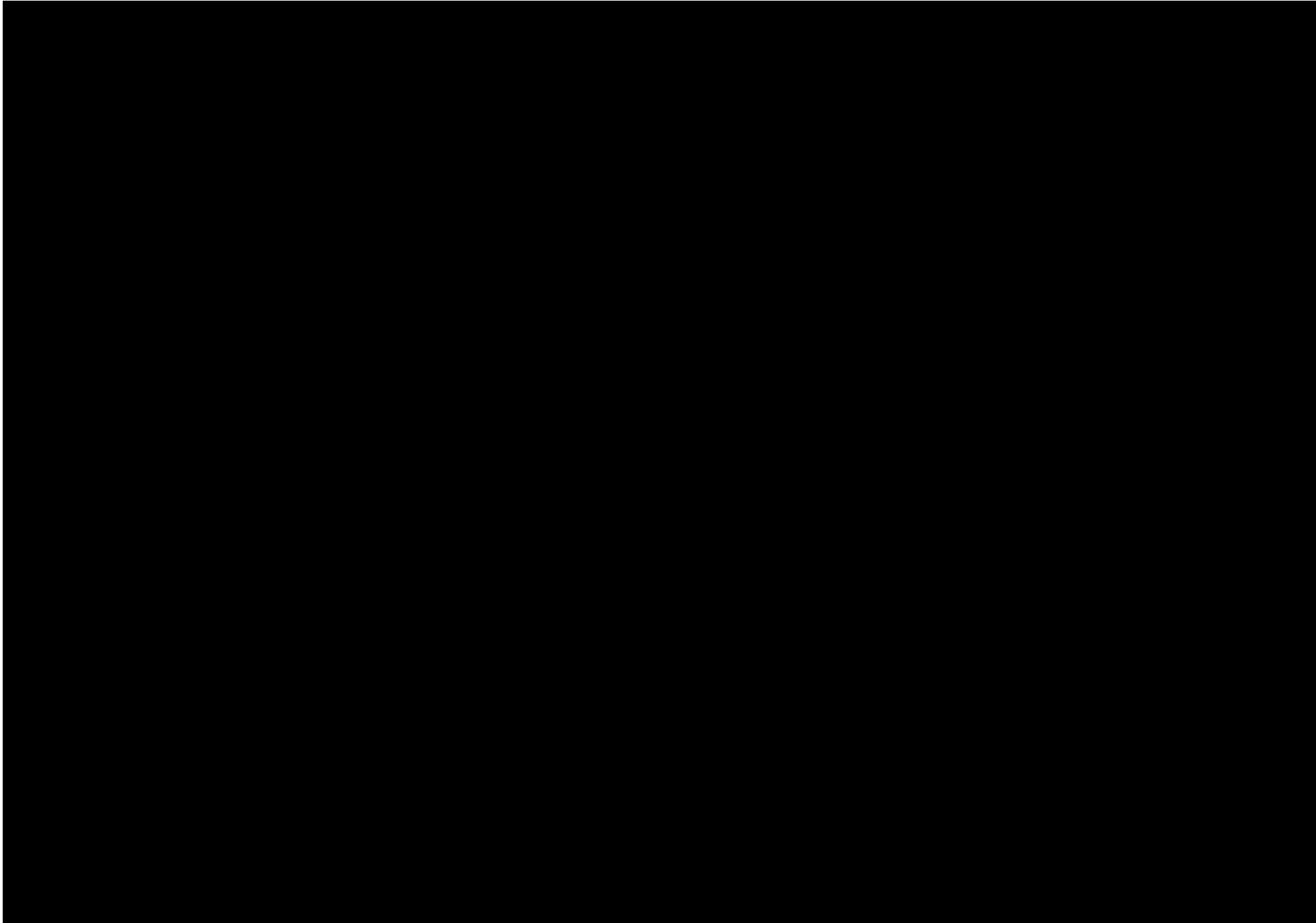
Fairview DART depot CCTV upgrade

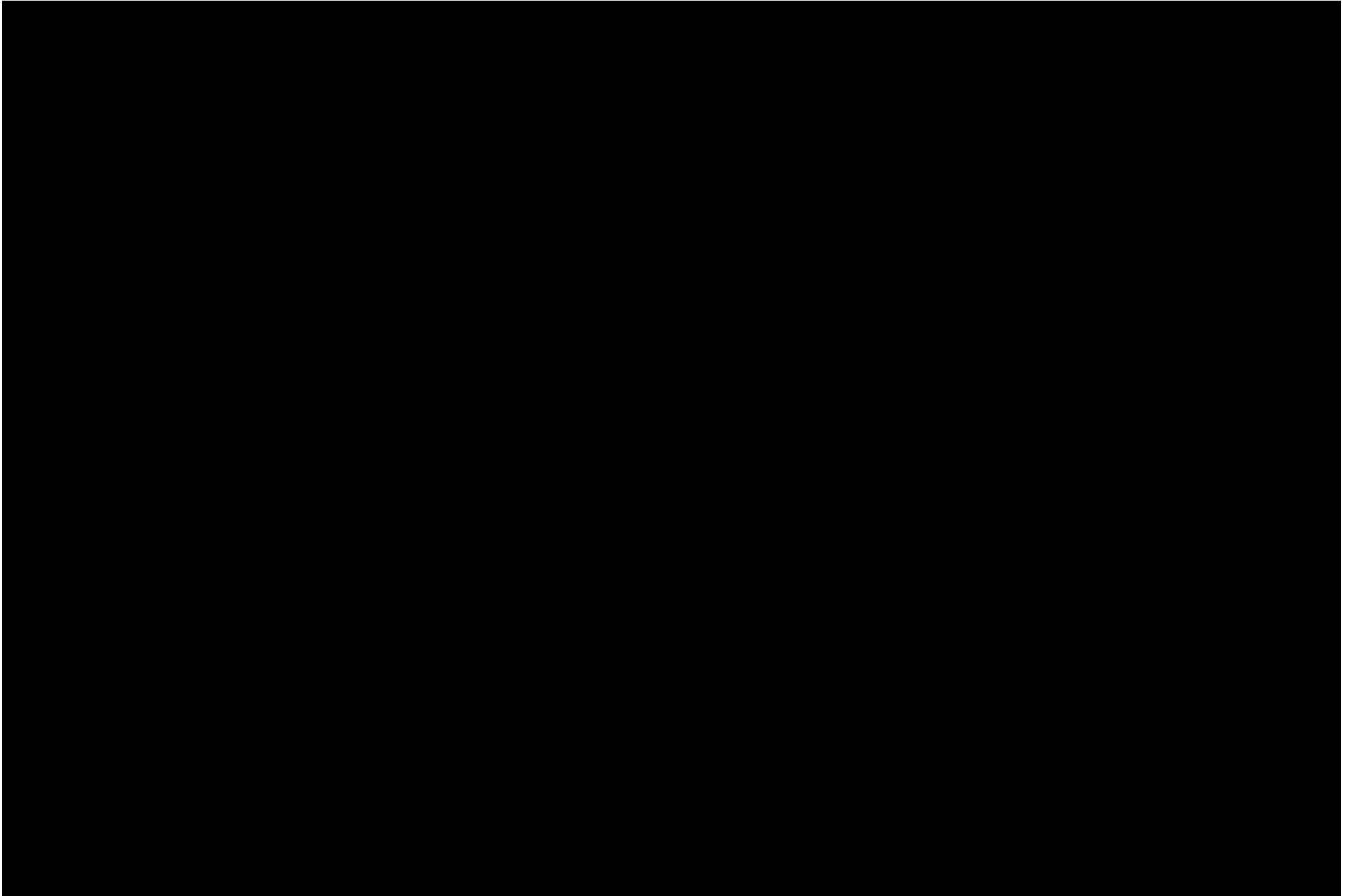
<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	3
Fixed bullet		Yes	Yes	2
Intruder detection beam		N/A	N/A	1
Intruder warning		N/A	N/A	TBC

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	4
Fixed bullet		Yes	Yes	2
Intruder warning		N/A	N/A	TBC

<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
PTZ		Yes	Yes	5
Fixed bullet		Yes	Yes	1
Intruder detection beam		N/A	N/A	1
Intruder warning		N/A	N/A	TBC

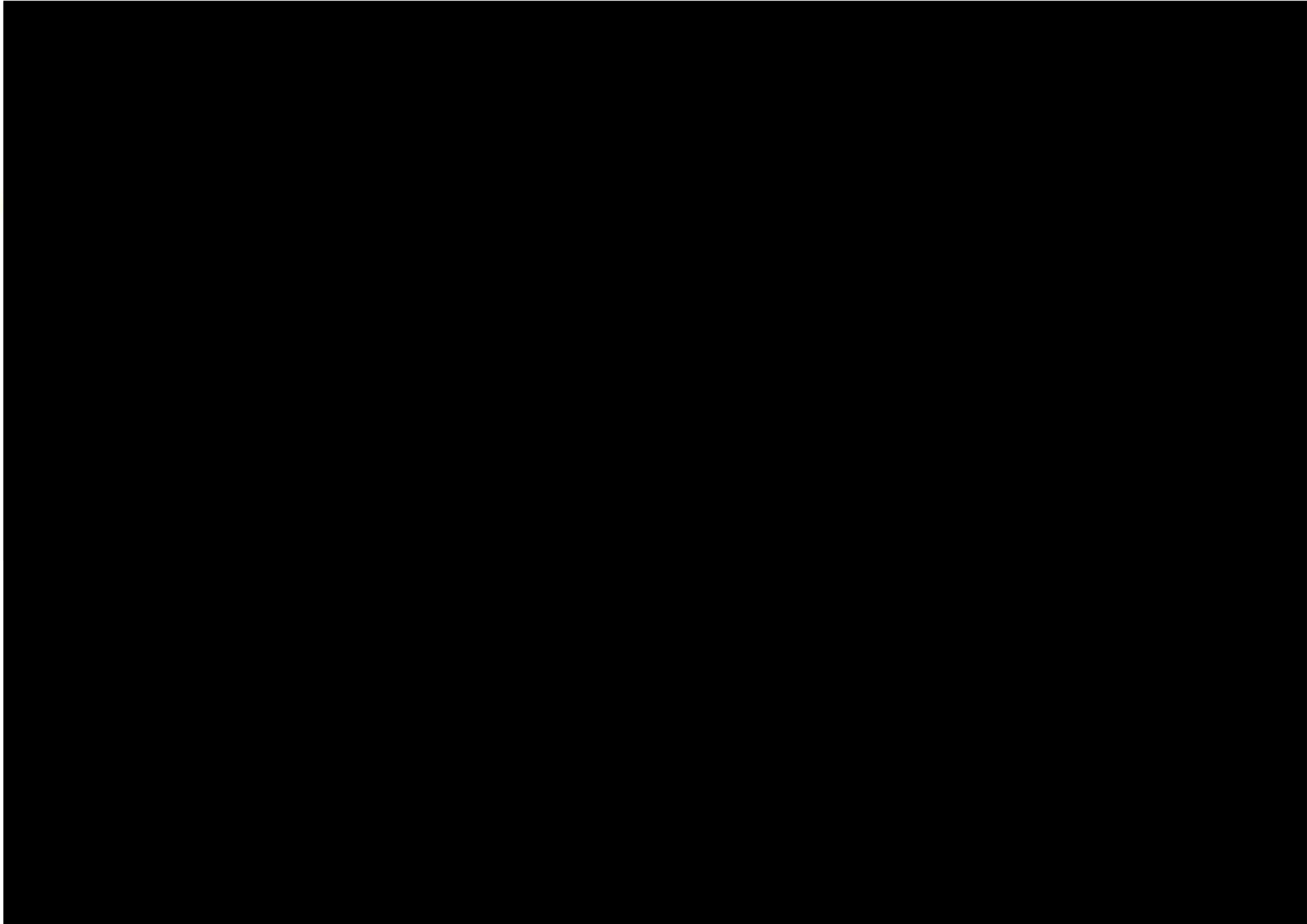






Description				Quantity	Unit Price	Total
Training Visits 36 Month Req				TBA		#VALUE!
Maintenance Visits				3		0
Spare Parts % Markup				NA		0%
Emergency Callouts Normal Hours						0
Emergency Callouts out of hours						0
<b>System Requirements</b>						
Type	Location	Day/Night	IP	Quantity		
PTZ		No	No	6		0
Fixed bullet		No	No	8		0
Intruder warning		N/A	N/A	TBC		#VALUE!
PTZ		Yes	No	9		0
Intruder detection beam		N/A	N/A	1		0
Intruder warning		No	No	TBC		#VALUE!
PTZ		Yes	Yes	3		0
Fixed bullet		Yes	Yes	2		0
Intruder detection beam		N/A	N/A	1		0
Intruder warning		N/A	N/A	TBC		#VALUE!
PTZ		Yes	Yes	4		0
Fixed bullet		Yes	Yes	2		0
Intruder warning		N/A	N/A	TBC		#VALUE!
PTZ		Yes	Yes	5		0
Fixed bullet		Yes	Yes	1		0
Intruder detection beam		N/A	N/A	1		0
Intruder warning		N/A	N/A	TBC		#VALUE!
						0
						#VALUE!





Camera No	Camera Type	Required View	Network connection
1	5M Bullet Vari focal	down lower road side of road 1	Cat 6 to new cab in Stores
2	5M Bullet Vari focal	Between road 1 and road 2	Cat 6 to new cab in Stores
3	5M Bullet Vari focal	Between road 2 and road 3	Cat 6 to new cab in Stores
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5	5M Bullet Vari focal	Between road 4 and road 5	Cat 6 to new cab in Stores
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7	5M Bullet Vari focal	Riverside of road 6	Cat 6 to new cab in Stores
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9	5M Bullet Vari focal	riverside of road 7	Cat 6 to new cab in Stores
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12	5M Bullet Vari focal	Overview of slab	Cat 6 to new cab in Stores
13	5M Bullet Vari focal	Overview of slab	Cat 6 to new cab in Stores
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16	5M Bullet Vari focal	Overview of slab	Cat 6 to new cab in Stores
17	5M Bullet Vari focal	Overview of slab	Cat 6 to new cab in Stores
18	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
19	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
20	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
21	5M Bullet Vari focal	looking at front of diesel tanks	Fuel Pump house cabinet
22	5M Bullet Vari focal	loooking at entrance from CME offcies	Fuel Pump house cabinet
23	5M Bullet Vari focal	lookin at entrance from conntractors offcie	Fuel Pump house cabinet
24	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
25	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
26	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
27	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
28	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
29	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
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33	5M Bullet Vari focal	View towards Kent and of points	Fuel Pump house cabinet
34	5M Bullet Vari focal	Oveview of car park area	Fuel Pump house cabinet
35	5M Bullet Vari focal	Lower road side of road 1 & 2	Cat6 to local switch / fibre to either cabinet
36	5M Multi Head 180deg	Overview of lower road side of slab	Cat6 to local switch / fibre to either cabinet
37	5M Bullet Vari focal	Lower road side of road 1 & 2	Cat6 to local switch / fibre to either cabinet
38	5M Multi Head 180deg	Overview of fuel unloading pump and side area	Fuel Pump house cabinet
39	5M Multi Head 180deg	Overview of entrance to stores and adajcent car parking	Cat 6 to new cab in Stores





**From:** [Conroy Karen](#)  
**To:** [Conway Anthony](#)  
**Subject:** FW: RFQ\_14461 Amended Docs  
**Date:** Monday 4 November 2019 15:13:00  
**Attachments:** [DART CCTV UPGRADE.docx](#)  
[Pricing Document.xlsx](#)

---

Hi Anthony

Can you advise if the attached are ok to send out. And the time for the site meeting on Monday 11th .

Regards  
Karen Conroy  
RFQ Team  
Procurement Department  
Inchicore Works  
Dublin 8

Your message is ready to be sent with the following file or link attachments:

DART CCTV UPGRADE  
Pricing Document

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**From:** [Holton Paul](#)  
**To:** [IE RFQ](#)  
**Subject:** Re: RFQ\_14418 - CCTV System Replacement Cork CME Depot  
**Date:** Wednesday 6 November 2019 15:42:25  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

Ewa,  
If no one else looked for an extension, I think we should leave it as the original closing date  
Regards  
Paul

Get [Outlook for Android](#)

---

**From:** IE RFQ <RFQ@irishrail.ie>  
**Sent:** Wednesday, November 6, 2019 3:40:00 PM  
**To:** Holton Paul <Paul.Holton@irishrail.ie>  
**Subject:** FW: RFQ\_14418 - CCTV System Replacement Cork CME Depot

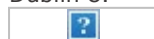
Hi Paul

I didn't get a chance to extend the deadline. Taking below into consideration do you still want to change the closing date?

Regards

**Ewa Milkowska**

Procurement Officer  
Iarnród Éireann,  
Inchicore Railway Works,  
Dublin 8.



---

**From:** [REDACTED]  
**Sent:** 06 November 2019 11:51  
**To:** IE RFQ <RFQ@irishrail.ie>  
**Cc:** [REDACTED] Holton Paul <Paul.Holton@irishrail.ie>  
**Subject:** RE: RFQ\_14418 - CCTV System Replacement Cork CME Depot

Ewa,

Following contact we had with a few CCTV specialist, we will not be submitting a proposal due to:

- The material cost – As per previous experience with RFQs, we believe the material cost will exceed the RFQs value limit
- The design – For this system to work, the network has to be correct. A proper design will have to be carried out with the input of CCTV specialist.

We apologies for any inconvenience and are willing to tender for this project if it comes out again in the future.

Regards,



**Mob: +353** [REDACTED]

**From:** [REDACTED]

**Sent:** 06 November 2019 08:42

**To:** [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)

**Cc:** [REDACTED] [Paul.Holton@irishrail.ie](mailto:Paul.Holton@irishrail.ie)

**Subject:** RFQ\_14418 - CCTV System Replacement Cork CME Depot

Ewa,

Due to the extent of design element involved in this project, could an extension for the return date be granted to the 15<sup>th</sup> of November?

Thanks for getting back to us.

Regards,

[REDACTED]

**Mob: +353** [REDACTED]

**From:** IE RFQ <[RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)>

**Sent:** Friday 1 November 2019 15:01

**Cc:** O'Leary Frank <[Frank.O'Leary@irishrail.ie](mailto:Frank.O'Leary@irishrail.ie)>

**Subject:** RFQ\_14418 - CCTV System Replacement Cork CME Depot

Iarnród Éireann invites you to submit a quotation for the works contained within the attached scope of work.

IE are seeking a quotations for the supply, installation and maintenance contract (minimum of 3 years) of a CCTV system Cork CME Depot.

Site visit can be arranged by appointment only by contacting the Local Safety and Facilities Officer, Paul Holton at [REDACTED] or [Paul.Holton@irishrail.ie](mailto:Paul.Holton@irishrail.ie)

**All technical queries:** [Frank.O'Leary@irishrail.ie](mailto:Frank.O'Leary@irishrail.ie)

- Please specify VAT rates applicable to all quoted items.
- An up to date permit to work is required for these works, please see attached.

Quotations to be **only** sent to [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie) by 12:00 noon on 07/11/2019 referencing **RFQ\_14418** in the subject line of your email.

**Note: Quotations sent to any other address will not be considered and will be deleted.**

Questions can be sent directly to [Frank.O'Leary@irishrail.ie](mailto:Frank.O'Leary@irishrail.ie), cc [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)

Regards

**Ewa Milkowska**

Procurement Officer

Iarnród Éireann,

Inchicore Railway Works,

Dublin 8.



Iarnrod Eireann Irish Rail, cuideachta ghníomhaíochta ainmnithe, faoi theorainn scaireanna, claraithe in Eirinn ag Staiún Uí Chonghaile, Baile Átha Cliath 1, Úr. 119571 Úr. CBL: IE 4812851 O  
Iarnrod Eireann Irish Rail, a designated activity company, limited by shares, registered in Ireland at Connolly Station, Dublin 1, No. 119571 VAT No. IE 4812851 O

**From:** [Conroy Karen](#)  
**To:** [Conway Anthony](#)  
**Subject:** RE: RFQ\_14461 Amended Docs  
**Date:** Monday 11 November 2019 14:56:02  
**Attachments:** [image001.png](#)

---

Hi Anthony

I didn't send this out. I'll put it on hold until you get back.

Regards

Karen Conroy

RFQ Team

Procurement Department

Inchicore Works

Dublin 8

logo\_irishrail



---

**From:** Conway Anthony  
**Sent:** 09 November 2019 20:25  
**To:** Conroy Karen <[Karen.Conroy@irishrail.ie](mailto:Karen.Conroy@irishrail.ie)>  
**Subject:** Re: RFQ\_14461 Amended Docs  
Hi Karen,

I don't know if you sent out a site visit request for Monday but if you did could you please contact the vender and cancel it.

[REDACTED]

I'll contact you when I get back to reschedule the site visit.

Safety and Facilities Officer  
Fairview DART depot  
Dublin 3  
01 8584707  
[REDACTED]

---

**From:** Conway Anthony <[Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie)>  
**Sent:** Monday, November 4, 2019 11:06:10 PM  
**To:** Conroy Karen <[Karen.Conroy@irishrail.ie](mailto:Karen.Conroy@irishrail.ie)>  
**Subject:** Re: RFQ\_14461 Amended Docs  
Hi Kare,

That's fine. Monday at 10 suits me for the site visit.

Safety and Facilities Officer  
Fairview DART depot  
Dublin 3  
01 8584707  
[REDACTED]

---

**From:** Conroy Karen <[Karen.Conroy@irishrail.ie](mailto:Karen.Conroy@irishrail.ie)>  
**Sent:** Monday, November 4, 2019 3:12:59 PM  
**To:** Conway Anthony <[Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie)>



**Subject:** FW: RFQ\_14461 Amended Docs

Hi Anthony

Can you advise if the attached are ok to send out. And the time for the site meeting on Monday 11th .

Regards  
Karen Conroy  
RFQ Team  
Procurement Department  
Inchicore Works  
Dublin 8

Your message is ready to be sent with the following file or link attachments:

DART CCTV UPGRADE  
Pricing Document

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**From:** [IE RFQ](#)  
**Cc:** [O'Leary Frank](#)  
**Bcc:** [REDACTED]  
**Subject:** RFQ\_14418 - CCTV System Replacement Cork CME Depot  
**Date:** Friday 1 November 2019 15:01:03  
**Attachments:** [image001.png](#)  
[Contractors and Permit-to-Work System.pdf](#)  
[Appendix 1. Proposed Camera Locations IR Cork Depot.pdf](#)  
[Technical Specification for CCTV Upgrade Cork CME Depot.pdf](#)

---

Iarnród Éireann invites you to submit a quotation for the works contained within the attached scope of work.

ÍÉ are seeking a quotations for the supply, installation and maintenance contract (minimum of 3 years) of a CCTV system Cork CME Depot.

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**All technical queries:** [Frank.O'Leary@irishrail.ie](mailto:Frank.O'Leary@irishrail.ie)

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Questions can be sent directly to [Frank.O'Leary@irishrail.ie](mailto:Frank.O'Leary@irishrail.ie), cc [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)

Regards

**Ewa Milkowska**

Procurement Officer

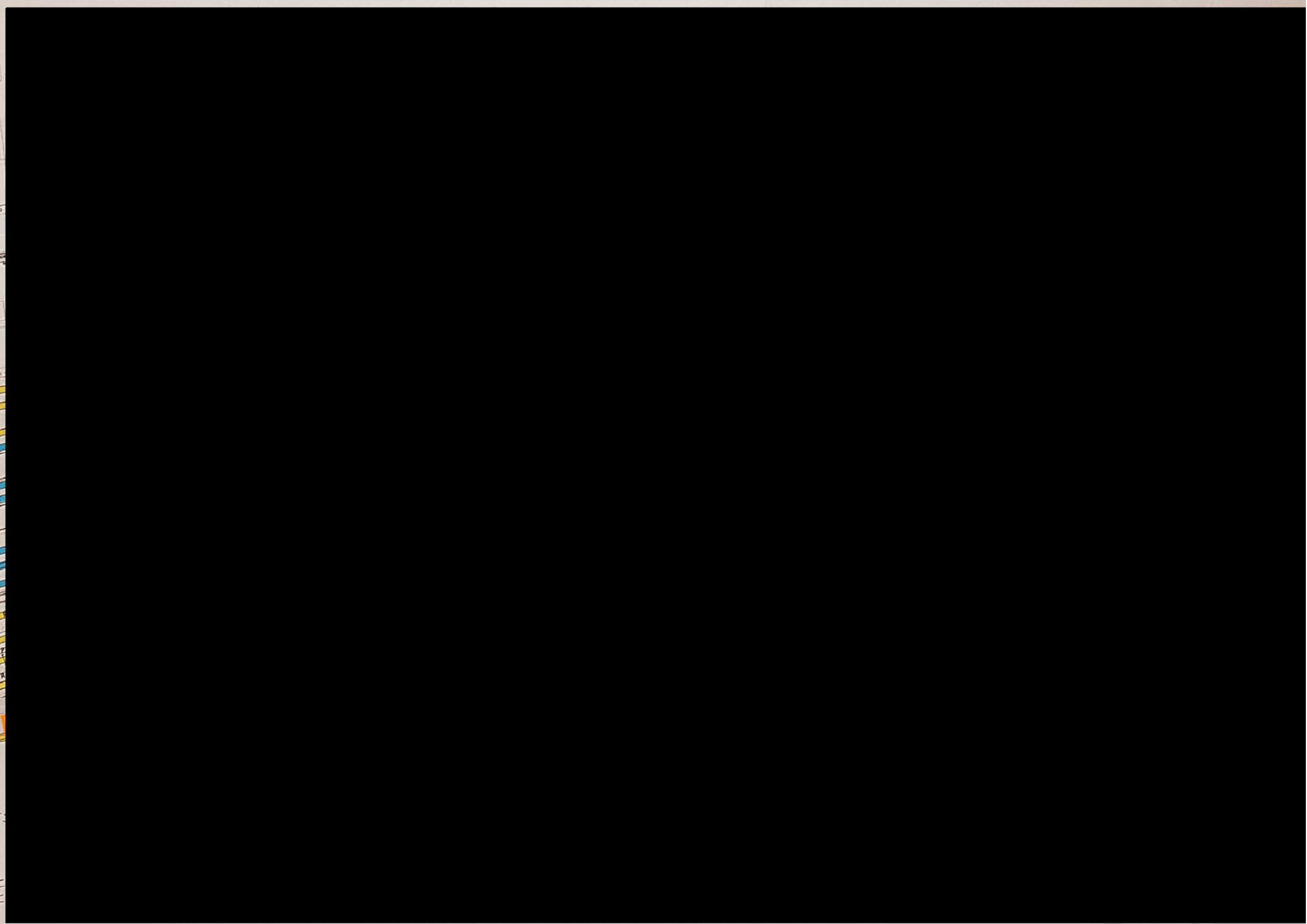
Iarnród Éireann,

Inchicore Railway Works,

Dublin 8.



Camera No	Camera Type	Required View	Network connection
1	5M Bullet Vari focal	down lower road side of road 1	Cat 6 to new cab in Stores
2	5M Bullet Vari focal	Between road 1 and road 2	Cat 6 to new cab in Stores
3	5M Bullet Vari focal	Between road 2 and road 3	Cat 6 to new cab in Stores
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21	5M Bullet Vari focal	looking at front of diesel tanks	Fuel Pump house cabinet
22	5M Bullet Vari focal	looking at entrance from CME offices	Fuel Pump house cabinet
23	5M Bullet Vari focal	lookin at entrance from contractors office	Fuel Pump house cabinet
24	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
25	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
26	5M Bullet Vari focal	Overview of slab	Fuel Pump house cabinet
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38	5M Multi Head 180deg	Overview of fuel unloading pump and side area	Fuel Pump house cabinet
39	5M Multi Head 180deg	Overview of entrance to stores and adjacent car parking	Cat 6 to new cab in Stores







<b>Reference No.</b>	CME/SPEC/001
<b>Version</b>	Issue
<b>Operative Date</b>	
<b>Status</b>	Live
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## Depot CCTV Upgrade – Technical Specification



Irish Rail

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## 1. Introduction & Current Arrangement

1.1 Irish Rail (IE) operate a railcar maintenance depot in Cork.

1.2 This location is operated by the Chief Mechanical Engineers Department (CME)

The CME department has a requirement to replace existing CCTV in CME Maintenance Depot, Water Street, Cork

1.3 Currently the depot work off an analogue platform that is no longer fit for purpose

1.4 There is general coverage in various locations on the site

## 2. Core requirement

**2.1** The core requirement is for the supply, install, commissioning and training of a high quality Enterprise CCTV system in the Depot.

**2.2** Allow for future expansion and redundancy

**2.3** The system will be in use 24 hours per day and should have a minimum life expectancy of 15 years.

## 3. General Requirements

### 3.1 Safety

Compliance with CME SMS-005 Contractors Permit to work is mandatory, therefore: All contractors' staff attending site for must have a valid Personal Track Safety card "PTS" which is available from Iarnród Éireann, a valid Safe pass, all relevant





certificates for operating machines and equipment on site. All Contractor staff must undergo a site induction as required.

## 4. Description of the Works

The scheme shall comprise the following,

- CCTV System
- Replacement of the existing CCTV system
- Replacement of, new Installation of, specified/existing Analogue CCTV cameras to HD IP Network CCTV cameras
- Installation of new viewing/operational location Workstations
- Installation of new VMS recording server / servers
- Design and implementation of new CCTV network incorporating a Fibre backbone
- CCTV Signage.

## 5. Description of the requirements

The general equipment list to be supplied includes, but is not limited to, the following.

- HD 5 Mega Pixel IP Network cameras
- HD 32TB NVR Server's (qty to be determined during design phase)
- HD 2 monitor viewing Workstations
- VMS Control Centre Software
- 21U 600mm x 780mm deep Comm's Cabinet c/w containment, power source and UPS (Rack Mount)
- LAN networked switches with combo ports for Fibre Integration
- Wall mount cabinets
- Pole mounted cabinets
- Full HD Monitors
- External Cat6 cable or equivalent
- Fibre cable and termination
- Containment if required



- Ancillaries

## 6. Existing CCTV Locations - Cork

Existing cameras are cabled in RG59 and in some cases twisted pair.

None of the existing infrastructure is fit for purpose and must all be replaced the Specialist Contractor shall allow for replacement of same within their network design.

Specialist Contractor shall also allow for the removal and correct disposal of existing equipment

## 7. New CCTV Locations

Please refer to Appendix 1

Cabling of new locations shall be included within the network design.

### ADAPTIVE IR ILLUMINATION

It is a requirement that all fixed cameras both internally & externally mounted have included an Adaptive IR feature within their design. The Adaptive IR feature shall provide uniform illumination in the dark under 0 lux up to a maximum of 30 meters. The IR feature shall provide illumination at all zoom positions ensuring internal integration within the camera between the final lens position and the IR intensity ensuring a balanced and even distribution of IR illumination, preventing image saturation and maintaining optimum scene illumination.

Irish Rail are to provide for all civil work associated with the proposed new pole location.

All containment will need to be provided by the Specialist Contractor and tenderers will need to detail in their return a preliminary design for the cable and containment layout for each of the new cameras along with proposed cable routes for the cameras and associated equipment.



## 8. Network Streaming

It is a requirement of this RFQ that the VMS must use/employ HDSM technology bandwidth management to reduce the overall network load. The system must intelligently manage streaming based on what users in Irish rail are viewing on Workstations. Specialist Contractors should include supporting documentation with their proposals regarding same.

## 9. Documentation

9.1 The manufacturer's Handbooks, appropriate to the user, to be supplied on handover of the system.

9.2 A System Record, describing the whole installation, to be provided on completion. This may be supplied as a schematic drawing.

9.3 Reference images are to be recorded during the handover of the system including those taken in low light conditions. Copies are to be included in the O&M manuals and handed to the Customer's representative and a copy retained by the Commissioning Engineer.

9.4 A site Log Book is to be provided. This should be held where it will always be available to the visiting engineer.

## 10. Working Hours

Access to site will be available throughout the duration of contract during normal working hours. Proposed Normal Working Hours (Mon – Fri 08.00 -17:00). The specialist contractor shall include in his quotation for any out of hours working required to ensure completion of the works within the agreed time scale.



## 11. Site Visits

For the purpose of preparation of your proposal, time on site will be allocated to the Specialist Contractor by appointment only. Questions relating to the specification, design and operation on the proposed system will be accepted in writing only. For the purpose of clarification responses if relevant will be copied to all Bidders.

## 12. Training

The Specialist Contractor shall provide comprehensive training for all purchasers nominated personnel. This shall include all the operational aspects of systems. This training shall include common troubleshooting of the system. The Specialist Contractor shall also provide details of all their available back-up facilities and contact numbers etc.

## 13. Maintenance

- 13.1 The Supplier shall provide all necessary maintenance and overhaul manuals and instructions to enable the NVR and any other equipment supplied to be maintained in the required condition throughout equipment. This includes all necessary documentation, instructions and technical manuals.
- 13.2 The Specialist Contractor shall include in his quotation for a full 36 months comprehensive maintenance contract for all equipment and associated components installed under this contract. This period shall start from the date of handover and shall be in addition to the commissioning. The maintenance period shall include two routine/preventative maintenance visits and are in addition to ongoing training visits.



## 14. General Notes

14.1 The client's preference is that all cameras, software, encoders & Server/NVR hardware are supplied by the same manufacturer

14.2 A detailed Risk Assessment and Method Statement must be submitted before commencement of work.

14.3 Lead time on delivery of materials to site.

14.4 Program of Works

- Camera installation
- Cable run
- Cable termination
- Commissioning

## 15. Optional or additional requirements

Within your proposal you should confirm how the system will integrate with 3rd party Central Stations for off-site monitoring. While this is not a requirement at this stage, it may be in the future. Specialist Contractors should specify what Central Stations are in a position to monitor the new system.

## 16. Operation and Maintenance Manuals

The Specialist Contractor shall include in his costs for the provision of comprehensive Operation and Maintenance manuals for the entire installation. A draft copy of the O & M manual shall be submitted for approval, and when approved, a further 2 No paper copies and an electronic copy of the manuals shall be provided.

Note data cut sheets will not be accepted.

The manuals shall contain the following:-



1. Index
2. General description of the installation, equipment used and method of Operation of the installation.
3. The configuration of all networked devices installed under this contract
4. Handbook, maintenance instructions, drawings and spare parts list for all components, plant and equipment used in the Works.
5. Line diagrams indicating the main features of the equipment, drawing attention to safety precautions etc.
6. Schedule of routine maintenance.
7. Schedule of periodic and preventative maintenance for specialised equipment.
8. Schedules of methods of adjustment, typical fault finding routines.
9. Wiring Diagrams of equipment, etc.
10. Service manual for all specialised equipment giving all details, as listed above.
11. Schedules of equipment, related to the "As Installed" Drawings and giving names of manufacturer, serial number of device, electrical supply and power rating.
12. Description of action which should be taken in the event of breakdown of equipment.
13. Telephone numbers of essential contacts shall be included.
14. Outline design data of plant.
15. Test and performance data.
16. Commissioning Certificate.

In addition, and separate from the Operating Manuals, supply two sets of manufacturer's catalogues relating to specialised plant and equipment



## 17. Applicable standards

All equipment and services provided under this contract must comply with the following standards:

- EN 50121-4:2004: Railway applications – Electromagnetic compatibility - Part 4: Emission and immunity of the signalling and telecommunications apparatus.
- EN 60950:2001 - Safety of information technology equipment.
- EN 50132 Alarm Systems – CCTV Surveillance Systems for use in Security Application.

## 18. Warranty

18.1 A 48 month fully inclusive remedy of defects warranty will be provided on all equipment supplied effective from the date of delivery to IE.

18.2 The Supplier shall ensure the availability of spare parts or replacement parts for a period of 15 years.

18.3 The equipment should have a minimum design life and operational life of 15 years.

## 19: Monitoring Locations

The Specialist Contractor shall provide 1 No. Monitoring Workstation and will allow for 2 other existing PC's to be able to remote access the server and applications. The workstation will be located in the Facility Managers office and will have 2 No. monitors.

A dedicated DELL or equivalent dual quad core workstation with 2 monitor outputs shall be provided here. 1 x HD 22" Monitor and 1 No. 27" HD Monitor are to be provided.





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## CME DEPARTMENT

## SAFETY MANAGEMENT STANDARD

### CME- SMS-005

### Contractors and Permit-to-Work System

This CME Department Standard sets out the requirements for the management of Contractors within the CME Department.

This CME Department Standard is mandatory.

The principles in this Standard are approved by the Head of Department and therefore constitute mandatory standard practices, which apply throughout the CME Department.

**Signed**

**Chief Mechanical Engineer**

This standard, along with all CME Department Standards is on the CME Website. Electronic copies of the Standards are controlled and live. Holders of printed copies of the Standard are responsible themselves for ensuring that they have the most up to date version as appropriate.

**This is a Controlled Document, as presented on-line.**

**It is Uncontrolled if printed, unless identified as a  
"Controlled Copy".**

**(as per CME-QMS-002-005 – "Publishing Controlled Documents")**



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## Standard Revision History:

<b>Issue Number</b>	<b>Date of Issue</b>	<b>Summary of Changes</b>
5	25/03/2013	CME SMS 005- has been edited to reflect the CME's move into the Railway Undertaking.
6	13/08/2014	Amended: 2.39, 4.1,4.2,4.2.1,4.2.3,4.2.3.4  Added:Appendix 1,2.13.3,  Deleted:4.4 to 4.10, 4.2.3.2.2,4.2.3.2.3,4.2.3.2.4 4.2.3.2.5, Appendix 1:2.3.1 to 2.3.13,  Merged:4.2.1.1 and 4.2.1.2.
7	24/02/2016	<a href="#">CME-CRF-042</a>
8	20/12/2016	Change to the last sentence of section 2.15.1 in Appendix 1, as per CME-CRF-053.
9	19/12/2017	New paragraph 1.3.7 in order to close out non-conformance IAR107ECM-NC 404. Definitions in section 2 deleted and replaced with a reference to CME-SMS-001.

# 1 Policy, Scope and Principles

## 1.1 Policy

- 1.1.1 It is the policy of the CME Department of Iarnród Éireann's Railway Undertaking to meet the statutory and Railway Undertaking obligations regarding the management of Contractors and to implement processes and procedures that enables the CME Department to manage Contractors in the safe execution of their contracts.

## 1.2 Scope

- 1.2.1 This Standard describes how the CME Department implements a systematic approach to the management of Contractors.
- 1.2.2 This Standard covers the management of Contractors in all the CME Department workplaces at all CME Locations.

## 1.3 Principles

- 1.3.1 All CME managers have a duty to promote a safety culture.
- 1.3.2 Accountable Line Managers in the CME Department are directly accountable for the Occupational Safety for those workplaces and fleets under their control and also for the quality of work that affects Bogie/Wheelset Safety and Rolling Stock Safety in those workplaces.
- 1.3.3 Accountable Line Managers will organise their operations so that work is planned such as to ensure the availability of the required resources, competent people, appropriate equipment and adequate time.
- 1.3.4 Hazards are identified and Risks are assessed and precautionary/mitigation actions are implemented to limit the probability of those Risks occurring.
- 1.3.5 Accountability for Occupational Safety resides with the Accountable Line Managers responsible for the CME Locations and they are given access to resources to achieve this accountability. While they can delegate responsibilities in order to ensure Occupational Safety is managed, the accountability cannot be delegated.
- 1.3.6 Accountable Line Managers monitor the Occupational Safety of the CME Location that they are accountable for by adhering to a programme of specific Safety Tours.
- 1.3.7 Accountable Line Managers are to confirm the Technical Competencies of Safety Critical Service Providers at the CME Locations that they are accountable for.
- 1.3.8 Accountable Line Managers are fully accountable for the management of Contractors at the CME Location they are responsible for.
- 1.3.9 Terminology such as "his" or "manager" in this Standard is not gender specific.

## 2 Definitions

- 2.1 The Definitions for the CME Safety/Quality/Technical Management System are described in the CME Safety Management System Standard CME-SMS-001 – “CME Safety Management System”.

### 3 Accountabilities and Responsibilities

The full listing of the safety accountabilities and safety responsibilities of all CME employees are shown in CME Safety Management Standard CME-SMS-001. The following accountabilities and responsibilities listed here are only those that are specific and related to this Standard

#### 3.1 Chief Mechanical Engineer

- 3.1.1 The CME is accountable for setting the strategy for the management of Safety in the CME Department and, as required, for revising the processes as described in this standard.
- 3.1.2 The CME is accountable for setting Occupational Safety, Bogie/Wheelset Safety and Rolling Stock Safety objectives and for providing resources to all the parts of the CME Department to achieve those objectives.
- 3.1.3 This Occupational Safety accountability includes:
  - 3.1.3.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in the whole CME Department is the CME's accountability.
  - 3.1.3.2 Ensuring that Contractors working within the CME Location follow a permit-to-work system and work safely and that any visitors to the CME Location are supervised and safe.

#### 3.2 Safety Manager CME

- 3.2.1 The Safety Manager CME reports to the Chief Mechanical Engineer, is the owner of this Standard, and is accountable for:
  - 3.2.1.1 Maintaining the records of Hazard Report Forms, Risk Assessments, Safe Systems of Work, Safety Tours, Accident Investigations, Briefings, Contractors' "Safety Management" submissions, "CME Department remits" and Safety Review Workshops.

#### 3.3 CME Production Plan Manager

- 3.3.1 The CME Production Plan Manager is accountable for all aspects of the management of the CME Production Plan and for the Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety of all the Inchicore Workshop operations and supplier operations associated with the Heavy Maintenance activities of the CME Production Plan.
- 3.3.2 The CME Production Plan Manager is accountable for Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety in the CME Locations under his control; specifically:
- 3.3.3 This Occupational Safety accountability includes:
  - 3.3.3.1 Ensuring that Contractors working within the CME Locations follow a permit-to-work system and work safely and that any visitors to the CME Locations are supervised and safe.

#### 3.4 Head of Fleet Management

- 3.4.1 The Head of Fleet Management is accountable for all aspects of the management of the CME Rolling Stock Fleets and for the Bogie/Wheelsets Safety, Rolling Stock Safety and Occupational Safety of all of the CME Locations under his control, specifically:

- 3.4.1.1 Occupational Safety of all the activities in these CCME Locations, and for
  - 3.4.2 This Occupational Safety accountability includes:
    - 3.4.2.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in all of these CME Locations is your accountability.
    - 3.4.2.2 Ensuring that Contractors working within Rolling Stock Fleet Management follow a Permit-to-Work System and work safely and that any visitors to the depots are supervised and safe.
- 3.5 **Depot Manager Drogheda; Depot Manager Cork; Fleet Manager Intercity Railcars; Depot Manager Dart; Fleet Manager Locomotives & Operations; Train Presentation Manager; Manager Bogies & Wheelsets; Assistant Manager Bogies & Wheelsets; Plant & Services Manager; Fleet Casualty Repair Manager; Fleet Manager Freight; Heuston Platform Depot Manager; Depot Manager Connolly.**
  - 3.5.1 Every Accountable Line Manager identified in this Standard as accountable for a CME Location and every manager identified in this section is accountable for:
    - 3.5.1.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.6 **Manager Materials, Stores & Distribution**
  - 3.6.1 The Manager Materials, Stores & Distribution reports to the Railway Undertaking Procurement Manager and is accountable for all aspects of the management of the stores and inventory in the CME departments and for the Occupational Safety of all the CME Locations, under his control.
  - 3.6.2 This Occupational Safety accountability includes:
    - 3.6.2.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.7 **Railway Undertaking Procurement Manager**
  - 3.7.1 The Railway Undertaking Procurement Manager is accountable for ensuring that all aspects of the procurement of materials and services in the Operations and CME departments and for the Rolling Stock Safety, Bogie/Wheelset Safety, to the extent that these are affected by the procurement process and procurement decisions.
  - 3.7.2 Ensuring that components, parts, sub-systems and systems required by the Operations and CME departments are procured from suppliers that are appropriately certified to supply those components, parts, sub-systems and systems safely and to the appropriate technical standards, including ensuring that these suppliers have the appropriate quality systems in place to assure that such components, parts, sub-systems and systems will meet the appropriate specifications at the point of supply.
  - 3.7.3 Ensuring that Contractors tender for and contract properly in such a manner as to fully comply with the Safety requirements for Contractors as described in CME Safety Management Standard CME-SMS-005 – "Contractors and Permit-to-Work System".

## 4 Implementation

- 4.1 **Control of Contractors** - The Accountable Line Manager responsible for the CME Location is accountable for ensuring that all the Contractors doing work at the CME Location(s) he is responsible for are controlled and managed according to this Standard. Specifically:
  - 4.1.1 That the system for issuing Permits-to-Work as described in this Standard is implemented and fully operational for any scope of work by any Contractor in that CME Location.
    - 4.1.1.1 All Contractors must work strictly in accordance with the Permit-to-Work that the Contractor has been issued.
    - 4.1.1.2 No Contractor is allowed to do any work without a Permit-to-Work that has been properly issued by on behalf of the accountable Line Manager in that CME Location.
    - 4.1.1.3 All Contractors must report to the Line Manager responsible for the facility, depot, workshop or office on their first arrival to the CME Location.
  - 4.1.2 That every Contractor that is issued any Permit-to-Work has made a submission of "Safety Management" as described in this Standard and in the Contractor Safety Regulations as attached in Appendix 1 of this Standard,
  - 4.1.3 That an "CME Appointed Person" is identified and appointed per Permit-to-Work and that this person is made fully aware of his responsibilities under this Standard and the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
    - 4.1.3.1 It is within the Line Manager's control to delegate this responsibility to a specific member of staff to always act as the "CME Appointed Person" on all permits and would thus not require the specific appointment of an individual per permit.
  - 4.1.4 That no Contractor is issued any Permit-to-Work for work if that Contractor has not been authorised by the Line Manager (or by a competent member of staff that he has delegated this responsibility to) to do the scope of work in question.
    - 4.1.4.1 The Line Manager is responsible for ensuring that all the constituent parts of the "Safety Management" submission is evaluated by his own team in the CME Location and that it is complete and appropriately focussed and that it satisfies the Occupational Safety requirements of the work environment the Permit-to-Work is to be issued for.
    - 4.1.4.2 When the Line Manager is assured that the "Safety Management" submission is acceptable, that generic Risk Assessments and generic Method Statements have been replaced with documents specific to the actual work environment and that the "Contractor Safety Checklist" as attached in Appendix 2 is fully satisfied and complete, he can authorise a Contractor to do work in that CME Location by issuing the appropriate Permit-to-Work.
    - 4.1.4.3 The Line Manager is responsible for, in exceptional circumstances only, securing support from the Safety Manager CME should there be any uncertainty as to the appropriateness of a Contractor's "Safety Management" submission.
      - 4.1.4.3.1 It is not the responsibility of the Safety Manager CME to assess "Safety Management" submissions. However, when support is required to assess a submission for a scope of work that is not ordinarily done at a particular CME Location, e.g. a Method Statement for repairs to a roof, the Safety Manager CME must provide support either directly or through a contracted party.
      - 4.1.4.3.2 The Line Manager must direct his team and interested Contractors to avail of a third party "Competent Person Statement" (as described in this Standard) to secure certified opinions as to the appropriateness of submissions, thus limiting the requirement for the CME to search out certifications of Contractors' submissions.
  - 4.1.5 That every Contractor receives the Safety Induction as described in Appendix 3 of this Standard. The briefing must be conducted according to CME Safety Management Standard CME-SMS-003 - "Briefings".

- 4.1.6 That every Contractor follows and implements all the provisions, instructions, actions and guidelines as described in the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.1 The Line Manager is responsible for ensuring that control is exercised over a Contractor to the extent that the CME can verify that the Contractor adheres to the Contractor Safety Regulations as attached in Appendix 1 of this Standard. This is therefore not actual control of the Contractor's scope of work or of his procedures or of his staff, but it is a verification process that verifies that the Contractor follows and implements the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.2 In order to execute this verification duty, the Line Manager is responsible for ensuring that:
- 4.1.6.2.1 For any scope of work requiring Permits-to-Work for Confined Space, Working at Height, Asbestos Removal, Hot Work or Excavation Work, the CME Appointed Person" (as defined in the Contractor Safety Regulations as attached in Appendix 1 of this Standard) observes and monitors a sufficient scope of the actual work using the Safety Tour Form and process as described in CME Safety Management Standard CME-SMS-008 – "Safety Tours and Compliance Verification".
- 4.1.6.2.2 The Contractor displays a complete copy of the "Safety Management" submission at the place for work for access and review by CME staff or his own staff during the period of the Permit-to-Work.
- 4.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in soft copy to the CME before that Contractor can be considered as a supplier of services.
- 4.2.1 The Line Manager is responsible for ensuring that the submission is managed as follows:
- 4.2.1.1 A copy of the Safety Management Submission must be retained at the CME location for record keeping, The Safety Management Submission must also be made available for inspection and auditing purposes.
- 4.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 4.2.3 The "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 4.2.3.1 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 4.2.3.1.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 4.2.3.1.2 On request, the Safety Statements of sub-Contractors must be available.
- 4.2.3.2 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:

- 4.2.3.2.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step to the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.2.2 In such circumstances, the Line Manager must evaluate the scope of work outlined in the contractors method statement specifically taking into account the interface between the scope of work and the CME Location's staff, plant, equipment and operations.
- 4.2.3.2.3 To assist the line manager in evaluating a contractors method statement, a PRO-Forma Method Statement (as shown in appendix 3) maybe be used as a guidance document. This PRO-Forma Method Statement contains a non-exhaustive list of headings that should be considered by any contractor working in the CME department.
- 4.2.3.3 Contractors Insurance** - All Contractors must have adequate insurance cover.
- 4.2.3.3.1 If tendering tenders must submit for approval with their Tender, details of the terms of insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements specified by the Railway Undertaking.
- 4.2.3.3.2 Iarnrod Eireann Procurement Department will ensure that insurances are in place before a Purchase Order is raised.
- 4.2.3.3.3 A record of insurances checked should be maintained per contractor.
- 4.2.3.4 **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.5 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 4.2.3.5.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.5.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 4.2.3.6 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.7 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 4.2.3.8 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.9 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.



- 4.3 **Permits must be practicable and adapted to circumstances** – The requirements for access to the different CME Locations will vary and will require permits to be awarded in a flexible and practicable but consistent manner. As an explanation, please consider the following examples and principles:
- 4.3.1 The purpose of the Permit-to-Work system is to ensure that Contractors do only that work that they have convinced the Line Manager they can do safely and to prohibit Contractors from doing anything that they have not been approved to do. Thus the objective is not to issue many bureaucratic permits, but to issue permits for the purpose of controlling Contractor activities in a sensible and optimal manner.
- 4.3.2 As an example of low-risk activity Contractors, a courier company delivering small parcels to a CME Location would not require a Permit-to-Work as the inherent risk to this activity is low. However, if the courier company is delivering a small parcel of very hazardous material, a Permit-to-Work will be required as the inherent risk to the activity is high.
- 4.3.3 As an example of specific activity Contractors, a transport company that only delivers heavy material (e.g. wheelsets) must submit a simple Method Statement and Risk Assessment that convinces the Line Manager that the driver/operator can operate the vehicle-based crane and that every driver that visits the CME Location can safely unload his vehicle. Thus this company must request a Permit-to-Work and must not be allowed to do deliveries without such a permit.
- 4.3.4 As an example of repetitive activity Contractors, if the same transport company as in the example above is contracted to do several deliveries to a CME location over a period of time, that CME Location can issue a long period Permit-to-Work (e.g. a three-month permit) which the Contractor needs to show at Security to get access to the CME Location – instead of issuing several repeat permits on an ongoing basis. In such a case the long period Permit-to-Work must state specifically what the conditions of the Permit-to-Work are – e.g. deliveries only by competent Contractor personnel, deliveries to be done in accordance with the Safety Statement of the Contractor, Contractor has the full obligation to ensure deliveries are done safely, etc.
- 4.3.5 As an example of supervised Contractors, if a technical specialist or technical consultant (e.g. a rolling stock technical specialist, a system test engineer, an auditor, etc.) attends to a CME Location with the purpose of doing a specific technical or other scope of work but are doing so under the supervision of a CME Manager, the “Contractor” is considered a “Visitor” and that CME Manager takes full responsibility for the safety of such a “Contractor” or “Visitor”. In this case a Permit-to-Work is not required.

**End of Standard.**

**Appendix 1: Contractor Safety Regulations**

**CONTRACTOR SAFETY REGULATIONS**

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## 1 Introduction

This document provides guidelines to Contractors on the basic control measures the CME expects Contractors to have in place so that Contractors can ensure Occupational Safety is achieved during the execution of the scope of work the Contractor has a Permit-to-Work for.

It also provides guidelines of the type of safe working practices which will be required of Contractors and their personnel.

This document forms an integral part of the Terms of Contract.

The Contractor is responsible for implementing all the requirements, guidelines, actions and instructions included in these Contractor Safety Regulations and for taking all further precautions necessary to ensure the Occupational Safety of the Contractor's own employees and any other employees are ensured. The Contractor shall ensure that any costs associated with this implementation are included in the contract price.

CME is responsible only for providing resources where explicitly so stated.

## 2 Specific Safety Obligations for the Contractor

- 2.1 **To complete the sub-contracted scope of work safely** – The Contractor is obligated to plan, schedule, execute, monitor, control and deliver the scope of work safely and in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation.
- 2.2 **Controlling of Contractor's activities and Occupational Safety** – The Contractor shall ensure that the scope of work as authorised by the Permit-to-Work is controlled and completed in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation. Specifically:
  - 2.2.1 The Contractor shall ensure that the Contractor's Safety Statement is adhered to during the duration of the contract and the duration of any Permits-to-Work issued to the Contractor and that a member of the Contractor's staff controls and reviews the daily activities to ensure that the Safety Statement is adhered to.
  - 2.2.2 The Contractor shall ensure that the tasks and activities as described in the written Method Statement is adhered to at all times and that a member of the Contractor's staff controls the tasks and activities to ensure that the intent of the Method Statement is achieved and adhered to.
  - 2.2.3 The Contractor shall ensure that the place of actual work and the proposed task to complete the scope of work is reviewed for Hazards and is properly Risk Assessed and that such Risk Assessments are briefed to all the Contractor's personnel. The Contractor shall ensure that a member of the Contractor's staff controls the activities to ensure that the Risk Assessments are adhered to.
  - 2.2.4 The Contractor shall ensure that only competent personnel are applied to those parts of the scope of work that require specific competencies and that a member of the Contractor's staff controls the activities to ensure that only competent personnel are properly deployed.
  - 2.2.5 The Contractor shall ensure that any tools, machinery or equipment used by the Contractor or the Contractor's personnel are suitable for the task and properly calibrated and certified and maintained.
  - 2.2.6 The Contractor shall ensure that the Contractor's personnel adhere to the Permit-to-Work authorising the Contractor to complete the specific scope of work and that a member of the Contractor's staff controls the activities to ensure that the Permit-to-Work is adhered to.

- 2.3 **Compliance with legislation** - Contractors must comply with all relevant Irish and EU safety legislation and Approved Codes of Practice.
- 2.3.1 Any company or Contractor that may present themselves as a "non-Irish" company must still adhere fully to this Standard and the legislation as applicable.
- 2.4 **CME Permits-to-Work may not be breached or varied** – The Contractor shall ensure that the Contractor's personnel completely and fully adhere to the Permit-to-Work issued for the work.
- 2.4.1 Should the Contractor be of the opinion that a change is required in the conditions, scope or limitations of the issued Permit-to-Work, he must request a new Permit-to-Work from the "CME Appointed Person". The Contractor is at no stage allowed to proceed with any work that is not approved on a valid CME Permit-to-Work.
- 2.4.2 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR (Contractor Safety Regulations).
- 2.5 **Controlling of Contractor's personnel' access** – The Contractor shall ensure that the Contractor's personnel will not enter any part of the site or CME Location that has not been approved on the Permit-to-Work. This includes offices, workshops, open areas, yard locations and any buildings.
- 2.5.1 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR.
- 2.6 **Control of Sub-Contractors** - The provisions of these Contractor Safety Regulations apply to both the Contractor and to any sub-Contractors (this term also includes self-employed persons and agents of the Contractor) under the Contractor's control.
- 2.6.1 The Contractor shall ensure that any sub-Contractors employed by the Contractor execute their tasks, are managed, controlled, monitored and reviewed such that they are in full compliance with these Contractor Safety Regulations.
- 2.6.2 The names of all sub-Contractors employed under the Contract must be listed on the tender document.
- 2.6.3 The Contractor shall provide a written verification of every sub-Contractor's competence and evidence that the sub-Contractor will adhere to the same controls as in these Contractor Safety Regulations.
- 2.7 **Disciplinary procedure to be followed for unsafe practices** - In the event of unsafe practices by the Contractor's staff being identified, the Contractor shall implement the following disciplinary procedure:
- 2.7.1 In the first instance, a written warning will be given to the person by the end of the shift detailing the unsafe practice and the time/date concerned,
- 2.7.2 In the second instance, the person shall be permanently denied access to the site at the CME Location.
- 2.7.3 In particular serious circumstances, at the Judgement of the CME Line Manager, any person working for the Contractor may be denied access to any site without the above procedure being required.

- 2.8 **Iarnród Éireann Plant and Equipment will not be interfered with** – The Contractor shall ensure that, except where specifically authorised by the CME Appointed Person”, the Contractor’s personnel will not interfere with, adjust or otherwise tamper with any CME plant or equipment. Under no circumstances will “Hold-off Tags” or other similar attachments to plant be interfered with or removed.
- 2.9 **Contractor’s Personnel will adhere to Iarnród Éireann “Drugs and Alcohol Policy”** – The Contractor shall ensure that the Contractor’s personnel will not be under the influence or in possession of alcohol or illegal substances while on an CME site or CME Location.
- 2.9.1 The Contractor shall ensure that medication does not interfere with a person’s ability to carry out work safely. Contractors should have procedures in place to ensure compliance with this requirement.
- 2.9.2 The Contractor shall ensure that the Contractor’s personnel is briefed on the Iarnród Éireann “Drugs and Alcohol Policy” and advised that they are subject to the terms of this Policy while working on CME premises.
- 2.10 **Adhere to English as the working language** – The Contractor shall ensure that the use of language does not affect the Contractor’s obligations to execute the scope of work safely. Specifically:
- 2.10.1 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, a sufficient number of English speaking personnel are available to interface with the CME.
- 2.10.2 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, all the required safety documentation, safety instructions or safety signage will be translated effectively into the other language.
- 2.10.3 As a minimum, the Contractor’s site management personnel and the Contractor’s Safety Officer (where one is required under the Contract) shall be fluent in the English language.
- 2.11 **Young Persons and Special Needs Persons** – The Contractor shall obtain written permission from the CME before allowing persons aged 16 or 17 or any Special Needs Persons to work on any Permit-to-Work.
- 2.11.1 The Contractor shall submit a written Risk Assessment of the specific activities or the Young Persons or the Special Needs Persons to the CME that will include specific Risk Controls related to briefing, informing and controlling such activities.
- 2.11.2 The Contractor shall ensure that the CME’s permission for Young Persons or Special Needs persons to work on any Permit-to-Work is noted on the Permit-to-Work and countersigned by Iarnród Éireann.
- 2.11.3 Verbal approvals cannot be given by any CME personnel and, even if given, are invalid. The Contractor shall not attempt to solicit verbal approvals or rely on verbal approvals in this matter.
- 2.12 **Safety Consultation** – The Contractor shall make arrangements to consult with the Contractor’s personnel on safety matters. If representations have to be made by the Contractor to Iarnród Éireann on matters relating to site safety, the Contractor or the

"Contractor's Charge Person" or the Contractor's staff Safety Representative must approach the "CME Appointed Person".

- 2.13 **Personnel availability for matters related to safety** – The Contractor shall make his personnel available, at no additional contract cost, for any matters related to safety as would be expected in the normal running of any contract, for example:
- 2.13.1 Making Contractor's personnel available for CME safety induction at site (typically 1 – 2 hours or as required depending on the scope of work),
- 2.13.2 Making Contractor's personnel available for doing Risk Assessments, safety reviews and/or any other Safety Management task required under the contract or under the Permit-to-Work.
- 2.13.3 Suppliers of services and contractors to the CME Department designated as critical to the safe maintenance of rolling stock may be subject to assessment of their Management system(s) for Health & Safety, Training & Competence and Environmental & Quality.
- 2.14 **First Aid facilities** - Occupational First Aid facilities shall be provided by the Contractor.
- 2.15 **Accident reporting** – The Contractor shall report all accidents (whether minor or those incurring lost time), dangerous occurrences and "near misses" as soon as possible to the "CME Appointed Person".
- 2.15.1 Contractors must carry out their own formal investigation into all accidents, dangerous occurrences and "near misses", and submit written reports to the "CME Appointed Person". Such investigations shall identify both the direct and indirect root causes of the accident/incident. In addition, Contractors must co-operate with and assist the CME in its own investigation where it is deemed necessary to undertake one.
- 2.15.2 All accidents must be recorded by the Contractor in their Accident Book in accordance with the Social Welfare (Consolidation) Act 1981.
- 2.15.3 Reportable accidents and dangerous occurrences must be reported directly by the Contractor to the Health and Safety Authority in accordance with the Safety, Health and Welfare at Work (General Application) Regulations SI 44 1993. However, the Contractor must provide a copy of the statutory IRI or IR3 form (as appropriate) to the "CME Appointed Person".
- 2.16 **Contractor's Insurance** – Tenderers must submit for approval with their Tender, details of the terms of the insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements stated in the Contract.

### 3 Contractor Information

- 3.1 **CME Safety Statement** – The Contractor is entitled to examine the CME Safety Statement for the CME Location where the work is to be done. The Contractor can review the Safety Statement at the Safety Station or make a request to the Line Manager accountable for that CME Location.
- 3.2 **Liability** - For the avoidance of doubt, the submission of any documentation by the Contractor to the CME as required pursuant to this document or the Contract and the subsequent CME comments or lack of CME comments on any such documentation by CME

shall not absolve the contractor from any liability, in whole or in part, which it may have in relation to its scope of work pursuant to the legislation referred to in this document or any other relevant legislation.

## 4 Specific Iarnród Éireann Rights

- 4.1 **Breach of these Contractor Safety Regulations** – Any breach by the Contractor of any section or sub-section or part of these Contractor Safety Regulations gives CME an automatic right to terminate the contract without any recourse and without the Contractor having any rights to termination damages.
- 4.1.1 The “CME Appointed Person” or any CME Line Manager is empowered to stop the work if unsafe practices are being used, if the Contractor does not operate within the Permit-to-Work as issued or if the Contractor deviates from any aspect of these Contractor Safety Regulations.
- 4.1.2 Any time lost or costs associated with investigations or actions required by the CME to improve the Contractor’s execution of the task (e.g. revising and improving Risk Assessments, revising and improving the Method Statement, instructing Contractor’s personnel, issuing and using the appropriate tools as per the original tender, etc) will be for the Contractor’s account.

## 5 Accountabilities and Responsibilities

- 5.1 **“ CME Appointed Person”** – For every Permit-to-Work the Line Manager responsible for the CME Location will appoint a person, known as the “ CME Appointed Person”, with responsibility for the following:
- 5.1.1 To ensure that the local CME managers, supervisors and employees do not conduct activities that will affect the Occupational Safety of the Contractor personnel’s activities as under the authorised Permit-to-Work.
- 5.1.2 To ensure that the Contractor’s personnel are immediately informed if there is an operational condition that requires the Contractor’s work to be altered or the authorised Permit-to-Work to be withdrawn.
- 5.1.3 To respond to any safety related requests from the Contractor.
- 5.1.4 To allow work to start, as work may only be carried out with the permission of the “CME Appointed Person” who will arrange isolation of the plant for the purpose of work and will take any further operational precautions necessary to make the plant or work location safe.
- 5.2 **“Contractor’s Charge Person”** – For every Permit-to-Work the Contractor shall appoint a person, known as the “Contractor’s Charge Person”, with responsibility and accountability for the following:
- 5.2.1 To ensure the safety of all the Contractor’s personnel.
- 5.2.2 To ensure that the scope of work as authorised by the Permit-to-Work is executed according to any submissions and representations made by the Contractor under the Contract or under these Contractor Safety Regulations.
- 5.2.2.1 The “Contractor’s Charge Person” must be present at all times when work is being carried out by the Contractor’s personnel.

- 5.2.2.2 Where and when agreed with the "CME Appointed Person", the role of "Contractor's Charge Person" can be transferred to another competent person working for the Contractor.
- 5.2.3 To relay the instructions of the "CME Appointed Person" to the Contractor's personnel and for ensuring that these instructions are carried out.
- 5.2.4 To ensure that the scope of work is controlled, monitored and supervised to the extent that any Hazards and Risks can be identified and Risk Assessed and contained without resulting in an Accident, inclusive of hazards advised by the "CME Appointed Person".
- 5.2.4.1 Work must not commence until the Contractor's Charge Person has received a Permit-to-Work from the "CME Appointed Person" and until all required safety precautions have been taken by the Contractor.
- 5.2.5 To advise and inform the "CME Appointed Person" of any hazards that the Contractor's activities might pose to persons or to CME plant other than the Contractor's own personnel or plant.
- 5.3 **Communication** – Except by prior and mutual agreement or in cases of emergency, all communication on safety related issues must be between the "CME Appointed Person" and the "Contractor's Charge Person".
- 5.4 **Role of Client (Construction Regulations)** – Where work under the Contract is "construction work" under the Safety Health and Welfare at Work (Construction) Regulations SI 291 or 2013, the Client under this legislation is Iarnród Éireann, Connolly Station, Dublin 1. This Role is discharged through the Appointed Person (acting as agent or servant of Iarnród Éireann).
- 5.5 **Appointment of Project Supervisors (Construction Regulations)** - The Tender Stage Safety Form will specify whether the work involved is deemed "construction work" under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 or 2006 and will also specify whether the Contractor will be appointed as Project Supervisor Design Stage and/or Project Supervisor Construction Stage under the Contract.
- 5.5.1 Where the Contractor is appointed by Iarnród Éireann as Project Supervisor Design Stage and / or Project Supervisor Construction Stage, the Contractor shall nominate named competent individuals through which the Contractor's duties shall be discharged. These persons shall act as "agent or servant" of the Contractor. Unless otherwise agreed in writing, the duties of Project Supervisor Design Stage shall be discharged through the Contractor's Project Manager and the duties of Project Supervisor Construction Stage shall be discharged through the Contractor's Charge Person (Site Manager). Details of competence for these roles shall be included in the Tender.

## 6 Contractor "Safety Management" Submissions

- 6.1 **Purpose of the "Safety Management" submissions** – Every Contractor will, for every scope of work and against every Permit-to-Work issued, submit three copies of a "Safety Management" submission. The purpose of the submission is as follows:
- 6.1.1 For the Contractor to demonstrate to CME that the Contractor has a systematic approach to Safety Management on the contract.



- 6.1.2 For the Contractor to demonstrate exactly to what method the tasks are to be executed and to provide, where required, a certified opinion from a third party validating that the method is appropriate and safe.
- 6.1.3 For the Contractor to specifically show that Hazards and Risks associated with the scope of work is understood, assessed and that containments and precautionary actions are in place.
- 6.1.4 The purpose of the document does not require it to be either complicated or administratively expensive to produce. It needs to be concise and focussed.
- 6.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in triplicate (i.e. three copies) to CME before that Contractor can be considered as a supplier of services.
- 6.2.1 The Line Manager is responsible for ensuring that the three submissions are managed as follows:
- 6.2.1.1 One copy must be sent to the Safety Manager CME for record keeping.
- 6.2.1.2 One copy must be available and displayed at the place of work for access by CME staff or his own staff during the period of the Permit-to-Work
- 6.2.1.3 One copy must be retained by the CME Location for record keeping.
- 6.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 6.2.3 Each of the three "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 6.2.4 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 6.2.4.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 6.2.4.2 On request, the Safety Statements of sub-Contractors must be available.
- 6.2.5 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:
- 6.2.5.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.5.2 An explanation of the procedures that will be followed to ensure the work will be carried out in a safe manner (e.g. procedure for the safe disposal of chemicals, etc.).

- 6.2.5.3 An explanation of the specific risk control measures (e.g. as per Risk Assessment) that will be active during the period of the Permit-to-Work and which will detect Hazards and Risks to safety (e.g. look-out for movements, etc.).
- 6.2.5.4 An explanation of how the Contractor will control the whole scope of work in order to ensure that the work is done safely and the provisions of the CME Permit-to-Work system will be adhered to and not breached,
- 6.2.5.5 A signed "**Competent Person Statement**" whereby a competent person acting on behalf of the Contractor certifies that the Method Statement is appropriate and safe. The details of the competent person's qualifications and right to certify the Method Statement must be provided.
- 6.2.5.5.1 The Line Manager must evaluate the scope of work and ensure that the Contractor provides a "Competent Person Statement" that is appropriate to the scope of work. For example, in the case of electrical rewiring work such a statement may be gained from a certified electrical engineer or an engineering certification body.
- 6.2.6 **Written and signed** (by the "Contractor's Charge Person") **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.7 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 6.2.7.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.7.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 6.2.8 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.9 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 6.2.10 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.11 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.
- 6.3 **Preliminary Safety and Health Plan to be submitted** - Where the Contract scope includes work defined as "construction work" this document forms an element of the Preliminary Safety and Health Plan for those instances that such a Plan is required under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Other hazards and safety provisions will be advised by the CME prior to commencing work.

- 6.3.1 Any scope of construction work that, as a series of activities, presents a work environment as can be found on a construction site qualifies as "construction work" whatever CME Location it is at.

## 7 Specific Contractor provisions for Hazardous Work Activities

- 7.1 **Competence and Fitness for Work** – All Contractors' personnel shall be trained, competent and medically / physically fit to perform the duties assigned to them. Contractors should have procedures in place to ensure compliance with this requirement i.e. a pre-employment medical examination.
- 7.1.1 Prior to mobilising on site, the Contractor must submit a list of all staff (including those of sub contractors) that will be brought onto CME property. Where staff, other than those listed, are brought into the Works / Workshops/ Depots, their names must be notified to the CME Appointed Person and added to the list before they commence work.
- 7.1.2 Where the Contractor's staff are required to have Safety Awareness Scheme training (e.g. FAS Safe Pass Cards or a recognised equivalent), FETAC Construction Skills Certification (or a recognised equivalent) or other types of safety certification, details in writing must be provided to the "CME Appointed Person" prior to mobilising on site. Such details shall include the person's name, the type of training covered, the name of the certifying authority (e.g. FAS, CITB), the card/certificate registration number and card/certificate expiry date. In addition, the cards/certificates must be produced to the "CME Appointed Person" during the induction process.
- 7.1.3 If working on or near a running rail line contract staff should have a valid Personal Track Safety (PTS) Certificate for which they are required to be medically certified to hold. The standards for such medical certification are available from the CME who also issues the Certificates. The examination may be carried out by any qualified Medical Practitioner. It is the responsibility of the Contractor to have such medical examinations carried out for the certification process.
- 7.1.4 Contractors' personnel shall be informed of all hazards and given instruction in corresponding safe methods of work including the use of personal protective equipment.
- 7.1.5 All Contractors' personnel must have received training in manual handling within the previous three years.
- 7.1.6 Contractor's personnel carrying out construction work must be in possession of valid Safety Awareness Scheme Cards (FAS Safe Pass or a recognised equivalent). Where a Contractor's staff is involved in the installation, commissioning, Maintenance, repair or removal of mechanical, gas, compressed air, hydraulic, telecommunications and computer systems or similar services, A Safety Awareness Scheme Card is not required provided:
- 7.1.6.1 The person's home and place of work is normally outside Ireland.
- 7.1.6.2 The person does not work more than 20 working days on the project concerned in any 12 month period.
- 7.1.6.3 The Contractor provides a letter stating the work to be undertaken, the person's competence for this work and the start and anticipated finishing date for the person's work.
- 7.1.7 All personnel carrying out the following activities must be in possession of valid FETAC (Further Education and Training Awards Council) Construction Skills Cards or a recognised equivalent:
- 7.1.7.1 Basic Scaffolding
- 7.1.7.2 Advanced Scaffolding

- 7.1.7.3 Mobile tower scaffold – where the person is not already certified in basic or advanced scaffolding
- 7.1.7.4 Tower Crane Operation
- 7.1.7.5 Self-erecting tower crane operation – where the person is not already a tower crane operator
- 7.1.7.6 Slings/signalling (required for anyone using an item of lifting gear attached to a lifting appliance in order to lift a load and also for persons directing lifting or reversing operations).
- 7.1.7.7 Telescopic handler operation.
- 7.1.7.8 Tractor/dozer operation.
- 7.1.7.9 Mobile crane operation
- 7.1.7.10 Crawler crane operation
- 7.1.7.11 Articulated dumper operation
- 7.1.7.12 Site dumper operation.
- 7.1.7.13 Site dumper operation
- 7.1.7.14 180° Excavator operation
- 7.1.7.15 Mini-digger operation – where the person is not already a 180° excavator operator
- 7.1.7.16 360° excavator operation
- 7.1.7.17 Roof and wall cladding/sheeting
- 7.1.7.18 Built up roof felting
- 7.1.7.19 Signing, lighting and guarding on roads
- 7.1.7.20 Locating underground services
- 7.1.7.21 Shotfiring
- 7.1.8 Trainees, who are not in possession of FETAC Construction Skills Certification Cards or a recognised equivalent, may work provided:
  - 7.1.8.1 Agreement in writing from the CME has been obtained for trainees to be engaged on work covered by the Contract
  - 7.1.8.2 The trainee is under the close personal supervision of a person who is in possession of the relevant card and
  - 7.1.8.3 The trainee has trainee identification and an associated training log book.
- 7.1.9 Trainee scaffolders shall be in a ratio of not more than one trainee to every one certified scaffolder.
- 7.1.10 Unless otherwise advised in writing by the CME, all certified scaffolders shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding” or a recognised equivalent.
- 7.1.11 A list of approved equivalents to the Safety Awareness Scheme and to FETAC Construction Skills Cards is available on the Health & Safety Authority website (e.g. at [www.hsa.ie](http://www.hsa.ie)).
- 7.1.12 The following shall also be covered by certified training to a recognised standard:
  - 7.1.12.1 Persons carrying out asbestos removal activities
  - 7.1.12.2 Persons operating mobile elevating work platforms
  - 7.1.12.3 Persons operating forklifts (ITSSAR accredited) and other similar plant.

- 7.1.12.4 Persons changing abrasive wheels on fixed and portable grinders
- 7.1.12.5 Persons undertaking first aid activities on site
- 7.1.12.6 Persons entering confined spaces
- 7.1.12.7 Persons using personal fall protection equipment
- 7.1.13 Contractors undertaking security duties shall be in possession of a valid Private Security Service Contractors Licence for the activity concerned, issued by the Private Security Authority in accordance with the Private Security Services Act 2004. In addition, any personnel employed by the Contractor on security duties shall be in possession of valid Private Service Employee Licence. Security personnel shall be in possession of valid Private Security Authority identification cards while on CME property.
  
- 7.2 **Safe Place of Work** - The Contractor shall ensure that the work location is safe for work and that safe means of access and egress are provided.
  
- 7.3 **Personal Protective Equipment** - Personal protective equipment appropriate to the risk shall be provided by Contractors and used by their personnel. Unless otherwise agreed with the "CME Appointed Person", this shall include as a minimum: overalls, safety helmet, safety footwear, gloves and ear protectors.
  - 7.3.1 Safety glasses to EN 166 Personal Eye Protection – Specifications, F standard (low energy impact) or higher shall be carried by all persons and worn in mandatory eye protection areas. Persons who normally wear corrective glasses shall wear safety glasses incorporating corrective lenses. Safety glasses are not a substitute for goggles or full face shields which are required for higher risk operations such as grinding and when using corrosive substances.
  - 7.3.2 Safety footwear must be worn at all times in the plant areas of the Works/ Workshops/Depots unless otherwise agreed with the "Iarnród Éireann Appointed Person".
  - 7.3.3 Other items of personal protective equipment shall be worn as required by risk assessment.
  - 7.3.4 Personal protective equipment is the last option for risk control and is only acceptable when all other options have been explored and are judged not reasonably practicable.
  
- 7.4 **Contractor's Emergency Procedures** - Contractors shall make provision for any likely emergency that could arise as a result of their activities. This shall include a method for raising the alarm with "CME Appointed Person" and/or emergency services, taking immediate action to mitigate the consequences of the emergency, and administering any specialist first aid treatment that may be required.
  - 7.4.1 Where work requires the use of personal fall protection equipment or where work is carried out in a confined space, the Contractor shall make provision for the rescue of personnel unless otherwise agreed in writing with the "CME Appointed Person". This shall include personnel trained in any necessary rescue techniques, the provision of rescue equipment and the provision of a written rescue plan.
  - 7.4.2 In addition, Contractors shall co-operate fully with the CME's emergency procedures. Contractors shall ensure that all personnel are familiar with their own and CME's emergency procedures.
  
- 7.5 **A clean work place** - The Contractor shall ensure that the work location is at all times clean and safe for any personnel, CME or the Contractor's own.

- 7.5.1 The Contractor shall, prior to completion of work, clean up, remove and dispose of safely and in an environmentally acceptable manner, all materials brought onto site and waste generated while on site. The work area shall be left in a clean condition to the satisfaction of the "CME Appointed Person".
- 7.5.2 Particular care must be taken during work to ensure that the area is kept as clean as possible, is free of tripping hazards and that no fire risk is created by a build up of combustible material or by contact of combustibles with possible sources of ignition. Under no circumstances shall fire points, emergency exits or emergency access be blocked.
- 7.6 **Work in the vicinity of Electrical Equipment** - Utmost care shall be taken where work is undertaken in the vicinity of switchgear, relays, control cabinets, cabling and similar equipment. Unauthorised interference with such equipment is strictly prohibited.
- 7.6.1 Work shall be conducted in a clean manner so as not to contaminate electrical equipment.
- 7.6.2 Unauthorised entry into switchgear rooms, relay rooms, computer rooms, control rooms and other locations containing electrical equipment is strictly prohibited.
- 7.7 **Work at Heights** - Where a person could fall a distance liable to cause personal injury from an unprotected edge during work, or while going to or from work, temporary means of safe access such as a scaffold, mobile elevating work platform, ladder, safety harness or some equivalent means must be used.
- 7.7.1 Ladders or safety harness should only be used where the provision of a scaffold, mobile elevating work platform or an equally safe means of access is shown by a specific written risk assessment to be impractical.
- 7.7.2 Persons working from mobile elevating platforms or involved in the erection or dismantling of scaffolds must wear a safety harness at all times, with the lanyard secured to a suitable anchor point in accordance with a written method statement.
- 7.7.3 Where a safety harness is required and the wearer is required to move position during the work activity, a double lanyard shall be used in order to ensure that the person is secured at all times. Safety harness may only be used where their use is justified by a written risk assessment and covered by a method statement. This shall include specific requirements for the type and length of lanyard required (e.g. fall restraints, fall arrest, double, etc).
- 7.7.4 A person may only carry out work from a ladder provided the work is of short duration and of such a nature that one hand is at all times free to secure a firm handhold or some other safe system of working from the ladder is employed. Not more than one person may work from a ladder at the same time. If the ladder is more than 3 meters long it must either be tied at the top, held at the bottom by a second person or secured by some other means to provide an equivalent level of safety.
- 7.7.5 Where overhead work places those below at risk from falling objects, access to the area below shall be delimited by means of proprietary steel fencing and warning signs unless a designated person is present at all times to enforce the exclusion zone. Such circumstances include lifting operations with cranes. The designated person shall hold FETAC Construction Skills Cards for Slings/Signalling or an equivalent recognised by FAS. The designated person shall be identified by means of high visibility jackets or a different colour to those worn by other site personnel.
- 7.7.6 Persons working on scaffolds, on open mesh grid platforms and in other locations from where small objects could fall on to persons below, shall use appropriate means to minimise the risk. This shall include the storage of materials in buckets/bins, the provision of suitable edge protection and minimising openings in platform surfaces through which objects could fall.

- 7.8 **Scaffolding** - Scaffolds constructed by the Contractor shall be in accordance with BS EN 12811-1: 2003 Temporary Works Equipment – Part 1 Scaffolds – Performance Requirements and General Design, or an equivalent code. An intermediate guard rail shall be fitted to all platforms.
- 7.8.1 Unless otherwise advised in writing by Iarnród Éireann, all scaffolds shall be regarded as “advanced scaffolds” as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Persons engaged in the construction of such scaffolds shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding”, or a recognised equivalent. All scaffolds requiring design calculations under BS EN 12811 – 1: 2003 shall be certified by a competent Chartered Engineer or equivalent (e.g. a degree qualified engineer with suitable experience).
- 7.8.2 System scaffolds shall be constructed in accordance with the manufacturer’s instructions except where these are being treated as “designed scaffolds”. In such cases the specific scaffolding design shall be approved in writing by a competent person. Copies of the manufacturers’ instructions for system scaffolds and drawings for “designed scaffolds” shall be held by those building the scaffolds and by the person inspecting the scaffold.
- 7.8.3 All scaffolders shall use safety harnesses with double lanyards while working above 1.5 meters unless an alternative is justified by a written risk assessment.
- 7.8.4 Permanent handrails shall not be used as load bearing supports for scaffolds.
- 7.8.5 All scaffolds with a working platform over 2 meters in height must be inspected by a competent person employed by the Contractor when first brought into use, following modification or exposure to bad weather, and within the previous seven days while in use. A written record of all inspections must be maintained by the contractor.
- 7.8.6 “Step-ups” (temporary platforms lower than 2 meters) shall be constructed to the same standard as scaffolds.
- 7.8.7 CME scaffolds shall be used by the Contractor only with the permission of the “CME Appointed Person”.
- 7.9 **Ladders** - All ladders must be to EN 131, Type 1 Industrial to BS 2037 (aluminium ladders), Type 1 Industrial to BS 1129 (wooden ladders), or equivalent. “Domestic type ladders are prohibited.
- 7.9.1 Ladders shall be marked with an identifying number and inspected at least every 3 months by a competent person with a written record made on the statutory WH 1 form or equivalent.
- 7.9.2 Aluminium ladders must not be brought into electrical compounds or used near electrical risks.
- 7.10 **Personal Fall Protection Equipment** - Personal fall protection equipment such as safety harnesses and lanyards shall be examined at least every 3 months by a competent person and a written record made on the statutory WH 1 form or an equivalent. In addition, personal fall protection equipment shall be inspected before use by the user and a written record made.
- 7.11 **Suspended Access Equipment** - Suspended access equipment shall comply with BS 5974 Code of Practice for Temporarily Installed Suspended Scaffolds and Access Equipment and with BS EN 1808 Safety Requirements on Suspended Access Equipment – Design Calculations, Stability Criteria, Construction – Tests.

- 7.12 **Confined Spaces** - A confined space is an enclosure where, by virtue of its enclosed nature, any of the following risks are reasonably foreseeable:
- 7.12.1 Loss of consciousness or asphyxiation arising from gas, fumes, vapour or the lack of oxygen.
  - 7.12.2 Drowning.
  - 7.12.3 Entrapment.
  - 7.12.4 Serious injury arising from an explosion or fire.
  - 7.12.5 Asphyxiation or entrapment by a free flowing solid.
  - 7.12.6 Loss of consciousness arising from an increase in body temperature.
  - 7.12.7 All tanks, condensers, de-aerators, pipes, culverts, bunkers, mills, fans, air heaters, boiler furnaces, boiler drums, ducts, chimneys, hoppers, grit arrestors, precipitators, penstocks, spiral casings, draught tubes and similar enclosures must be treated as confined spaces unless otherwise confirmed by the "CME Appointed Person".
  - 7.12.8 Prior to entry by Contractor's personnel into a confined space, the Contractor's Charge Person must consult with the "CME Appointed Person" who will arrange isolation of the plant concerned and will specify any further precautions necessary by means of a **Confined Space Entry Permit-to-Work**. The Contractor shall comply with all precautions specified.
- 7.13 **Hot Work** - Contractors shall notify the "CME Appointed Person" prior to carrying out welding, cutting, grinding, or any other activity involving a source of ignition. Where a fire risk exists, the "CME Appointed Person" will specify appropriate precautions to the Contractor and issue a **Hot Work Permit-to-Work**. Such precautions will include the provision of two persons at all times during hot work and a mandatory fire watch for at least an hour after completion of the hot work.
- 7.14 **Movement of Cranes, Tipper Trucks and Vehicles** - Vehicles entering the Works / Workshops /Depots must be in sound condition, loaded safely and must conform to the local speed limits. Vehicles shall be parked in authorised locations only.
- 7.14.1 Drivers must hold valid driving licenses for the classes of vehicles concerned.
  - 7.14.2 Where the Contractor requires bringing a crane, "Readymix" truck fitted with a conveyor, a tipper truck or a vehicle with a high load into the Works/Workshops/Depots, prior permission must be obtained from the "CME Appointed Person" in order to eliminate the risk of electrocution by contact with overhead power lines. Only routes and work locations that have been authorised by the "CME Appointed Person" shall be used.
- 7.15 **Removal of Machine Guards** - Machine guards must not be removed without the permission of the "CME Appointed Person". Any guards removed must be replaced on completion of the work and prior to the machine being made available for normal operation.
- 7.16 **Digging** - No digging or excavations by hand or machine shall be carried out without the prior agreement of the "CME Appointed Person". Where such work is authorised by the "CME Appointed Person", precautions must be taken to avoid causing damage to buried electrical cables, gas mains, fire water mains and other services. In addition, the risk of buried asbestos must be assessed in conjunction with the "CME Appointed Person".



- 7.16.1 The risk of collapse shall, where possible, always be eliminated by sloping the excavation sides to a suitable angle. Access to excavations shall be fenced off using proprietary steel mesh fencing and safety signs (plastic tape is not an acceptable alternative). Where vehicles are in use in the vicinity of the excavation, stop-logs shall be positioned to prevent vehicles from getting close to the excavation edge.
- 7.16.2 Where an excavation is over 1.2 meters in depth and a risk of the sides collapsing exists, the excavation must be inspected by a competent person before person/s first work in the excavation and within the previous seven days while in use. A record of all such inspections must be made on the statutory CR 9 form. Where such an excavation is more than 2 meters deep, an inspection must be carried out each day.
- 7.17 **Work in Areas of Inadequate Lighting** - Where existing lighting levels are inadequate for safe working, these shall be increased to a suitable level by the Contractor.
- 7.18 **Working in Areas of Bad Ventilation** - Where work can generate hazardous fumes or vapours, or result in a deficiency in oxygen, ventilation of the area affected must be increased until a safe breathing environment is created. Where ventilation is not reasonably practicable, fresh air hose breathing apparatus may be used.
- 7.19 **Working in High Noise Areas** - Where the Contractor's activities generate noise levels of 85 dB(A) or a peak sound pressure of 137 dB(C) in relation to 20  $\mu$  Pa, or greater than these levels, attempts must be made where practical, to reduce the noise level at source. In addition, access to the areas affected shall be limited and appropriate noise signs erected.
- 7.19.1 Where the noise level in the Works / Workshops / Depots is at or above 80 dB(A), or where the peak sound pressure level is 135 dB(C) in relation to 20  $\mu$  Pa, the Contractor shall issue ear protectors to all his affected personnel.
- 7.19.2 Wearing of ear protectors is mandatory where noise levels are 85 dB(A) or above.
- 7.20 **Work with Hazardous Substances** - The Contractor's Charge Person must advise the "CME Appointed Person" of all hazardous substances intended for use and advise on any hazards posed to CME personnel or plant. Safety Data Sheets must be provided by the Contractor for all hazardous substances and appropriate precautions put in place, based on risk assessment to ensure the safety of those who could be affected by their use.
- 7.20.1 Occupational exposure levels shall not exceed those set down in the latest HSA Code for the Chemical Agents Act 2008, No 13 or the relevant Safety Data Sheet (whichever is lower).
- 7.20.2 Flammable, explosive and toxic substances may only be brought into the station with the permission of the "CME Appointed Person". All such material must be stored safely in an agreed location. The Contractor shall ensure that only minimum quantities are stored at any one time. The Contractor shall erect a suitable fire or explosion risk warning sign at the storage location.
- 7.20.3 Asbestos and products containing asbestos are prohibited. Where plant or equipment within the Contractor's scope of supply is being installed, the Contractor shall demonstrate by means of a design risk assessment or some similar means that the equipment is asbestos free.
- 7.20.4 Category 1, 2 or 3 Carcinogens may only be used subject to the following conditions:
- 7.20.4.1 Written approval has been obtained from the "CME Appointed Person".

- 7.20.4.2 A job specific written assessment indicates that there is no safer alternative.
  - 7.20.4.3 A job specific written method statement for the substance concerned, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor.
  - 7.20.4.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeded the appropriate Occupational Exposure Limit, by use of sealed systems or other engineering controls.
- 7.21 **Work with Asbestos, general precautions** - Asbestos is classified as toxic and as a Category 1 Carcinogen. Inhalation of asbestos fibres may cause cancer.
- 7.21.1 The use of asbestos products for new applications is banned under Irish Safety Legislation. Products containing asbestos shall not be brought on to Iarnród Éireann sites.
  - 7.21.2 Old asbestos products can exist in a number of possible forms, for example:
    - 7.21.2.1 Asbestos insulation.
    - 7.21.2.2 Sprayed asbestos (e.g. on structural steelwork).
    - 7.21.2.3 Asbestos insulation board.
    - 7.21.2.4 Roofing felt containing asbestos.
    - 7.21.2.5 Asbestos coatings to metal wall cladding
    - 7.21.2.6 Asbestos cement products such as corrugated sheeting and pipes.
    - 7.21.2.7 Asbestos floor tiles, roof tiles and ceiling tiles.
    - 7.21.2.8 Buried asbestos waste.
    - 7.21.2.9 Asbestos joints/gaskets on pipe work flanges, pumps, compressors, internal combustion engines and similar equipment.
    - 7.21.2.10 Asbestos packing on valves and pump glands.
    - 7.21.2.11 Asbestos brake lining on vehicles.
    - 7.21.2.12 Asbestos arc chutes on high voltage switchgear
  - 7.21.3 Where asbestos in any form is suspected or is encountered during work, all activities directly connected with this work must cease immediately and the "CME Appointed Person" must be informed. The "CME Appointed Person" will assess the type and form of asbestos involved. Where small quantities of asbestos gaskets, rope, valve packing, gland packing, floor tiles, roof tiles (but not ceiling tiles), asbestos cement products and similar lower risk asbestos products are involved, work may be permitted subject to the following:
    - 7.21.3.1 A job specific written risk assessment shall be carried out and signed off by the Contractor's Charge Person. In addition a job specific Plan of Work (method statement) shall be produced. These shall be submitted to the "CME Appointed Person" for review. The Contractor's Charge Person and the Contractor's staff must be competent to carry out the work concerned.
    - 7.21.3.2 Written authorisation to proceed shall be received from the "Iarnród Éireann Appointed Person".
    - 7.21.3.3 Personnel involved shall be clean shaven (to allow proper fitting of a dust mask) and trained by the Contractor in the safe work methods required.
    - 7.21.3.4 Where possible, work shall be carried out in a well ventilated or outdoor location. Adequate lighting must be provided.

- 7.21.3.5 The work area shall be cordoned off by means of barriers approx. 3 meters back from the immediate work site. In addition, warning signs stating "Caution – Asbestos Work – No Unauthorised Entry – No Smoking, Eating or Drinking – Respiratory Protection must be worn" shall be placed at the barriers.
  - 7.21.3.6 A white Tyvek boilersuit with hood and shoe overalls shall be worn by all personnel involved in the work. Persons entering the cordoned-off work area but not carrying out work may wear their standard work clothing.
  - 7.21.3.7 A dust mask to EN 149 type FFP3 or a higher standard (depending on the risk assessment) shall be worn by all personnel entering the cordoned-off work area. The Tyvek boilersuit hood shall be worn over the elastic straps of the dust mask.
  - 7.21.3.8 A polythene sheet shall be placed under the work area in order to catch any asbestos debris. The polythene sheet shall be secured in position by duct tape or a similar method.
  - 7.21.3.9 The asbestos products and the surrounding area shall be thoroughly dampened using a suitable wetting agent (e.g. water /PVA or a water/detergent solution). As work progresses, application of the wetting agent shall continue as required.
  - 7.21.3.10 Hand tools only shall be used, never power tools or working techniques that generate dust. "Shadow vacuuming" techniques shall be used at the workface where this facilitates more effective recovery of small asbestos debris.
  - 7.21.3.11 Smoking, eating and drinking shall be prohibited during the working process and until personnel have changed out of their personal protective equipment, moved out of the work area and taken appropriate hygiene precautions (washed hands etc.).
  - 7.21.3.12 Further advice shall be sought from the "CME Appointed Person" if the asbestos material is in a disintegrating condition.
  - 7.21.3.13 Asbestos material shall be placed into a zip-lock plastic bag and then this bag shall be placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The asbestos waste sack must be kept under lock and key when not in immediate use.
  - 7.21.3.14 When work is finished, the work area shall be cleaned thoroughly. Where a vacuum cleaner is used, this shall be a Type H to BS 5415 fitted with a high efficiency particulate arrester (HEPA) filter. It shall have a test certificate from a competent person issued within the previous six months. Wet rags shall be used to wipe down surfaces, work equipment, etc.
  - 7.21.3.15 Before leaving the work area, persons involved in the work shall vacuum down their disposable white Tyvek boilersuit and footwear to remove any traces of asbestos. This personal protective equipment shall be removed before the person moves outside the work area.
  - 7.21.3.16 When work is finished, the white Tyvek boilersuit, shoe coveralls, the person's dust mask and any wet rags used for clean-up, shall be placed into a zip-lock plastic bag and then this bag placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The disposal of all asbestos waste shall be agreed with the "CME Appointed Person".
  - 7.21.3.17 Advise the "CME Appointed Person" that the work is complete and request him/her to carry out a visual inspection of the location to ensure that asbestos debris has been removed and the area is safe for normal access. This inspection will consider the need for a job specific Asbestos Clearance Certificate based on air monitoring. It will take account of any unexpected factors that may have arisen during the course of the work. In any event, this inspection will be based on the results of air monitoring test carried out for previous similar work. A record of this inspection must be kept.
  - 7.21.3.18 Finally, the warning signs and barriers shall be removed.
- 7.21.4 The above control measures may be modified for specific circumstances where this is supported by a job specific written risk assessment produced by a competent person.

These shall be submitted to the "CME Appointed Person" for review prior to any modified work method being implemented.

- 7.22 **Specialist Asbestos Removal Operations** - Work involving the removal of asbestos insulation, sprayed (limpet) asbestos, asbestos insulation board, asbestos ceiling tiles and similar higher risk asbestos products, involves a "particular risk" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 or 2006. The Construction Regulations SI 504 shall apply in full. Work with higher risk asbestos products can result in airborne fibre levels reaching or exceeding the Exposure Limit Value of 0.1 fibres/ml. Strict precautions must therefore be observed in compliance with the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Such work shall be carried out by specialist asbestos removal Contractors only and in accordance with the following provisions:
- 7.22.1 The Contractor shall act as the "designer" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. A competent person employed by the Contractor shall produce a job specific written risk assessment and a detailed Plan of Work. Both of these documents shall be signed-off by the competent person and shall be submitted to the "CME Appointed Person" for review prior to work commencing. As a minimum, these shall explicitly cover the type and form of asbestos involved, air sampling, the anticipated exposure level, the competence of persons carrying out the work, the work techniques involved, requirements for delimiting the work area, the respiratory protective equipment required, the personal protective equipment required and waste disposal considerations.
- 7.22.2 The Contractor shall submit a notification of the intended work along with a copy of the Plan of Work to the Health and Safety Authority 14 days before work commences as required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Where a significant change to the work occurs, a revised notification must be re-submitted by the Contractor to the Health and Safety Authority.
- 7.22.3 All the persons involved in the work shall be trained in the work methods involved and be certified in writing by the Contractor as being competent. In addition they shall have valid medical certificates for asbestos removal, be clean shaven (to allow the proper fitting of respiratory protective equipment) and have "face fit" certificates for their individual respiratory protective equipment.
- 7.22.4 Access to the work site shall be cordoned-off by enclosures/barriers and warning signs in accordance with the Contractor's Plan of Work.
- 7.22.5 If tenting is required, it shall be made from impermeable flame-retardant sheeting and kept under negative pressure. Viewing panels shall be provided to facilitate monitoring of work activities by persons outside the enclosure. Where large scale asbestos removal is required, it is permissible to use the building as the enclosure, provided the building itself is suitably sealed. The enclosure shall be subjected to a smoke test and certified in writing by a competent person, before asbestos removal work commences. A differential pressure meter shall be provided at a suitable location to facilitate checking of the negative pressure condition in the enclosure. Enclosures and hygiene facilities shall meet the requirements of UK Health and Safety Executive Guidance Notes EH 47 *The Provision, Use and Maintenance of Hygiene Facilities for Work with Asbestos Insulation, Asbestos Coatings and Asbestos Insulation Board* and EH 51 *Enclosures Provided for Work with Asbestos Insulation, Coatings and Insulation Board*.
- 7.22.6 The number of persons inside the asbestos working area shall be kept to a minimum. A written record shall be maintained of the name, date and time for all persons entering and leaving the work area.

- 7.22.7 Smoking and the consumption of food and drink shall be prohibited in the work area and until such times as personnel have washed up and changed into their normal clothes.
- 7.22.8 Where burning methods are being used to remove plating in order to get at asbestos, respiratory protective equipment used shall be suitable for lead paint as well as asbestos.
- 7.22.9 Before asbestos removal work starts, all unnecessary movable items shall be cleared from the vicinity of the operation and the site shall be thoroughly cleaned with a Type H vacuum cleaner to BS 5415 equipment with a high efficiency particulate arrester (HEP A) filter. Following this, the work site floor and adjacent plant shall be covered and sealed as far as practicable with impermeable sheeting
- 7.22.10 Airborne asbestos fibres shall be reduced to as low a level as is technically possible. Techniques such as water injection, dampening down the work surface, the use of wetting agents, wrap and cut methods, glove bag techniques and shadow vacuuming shall be used where appropriate. Power tools, hammers, chisels or other percussive techniques shall not be used as these liberate dust.
- 7.22.11 Asbestos cement products such as sheeting shall be removed intact, by cutting bolts and fasteners. Structures containing asbestos products shall not be collapsed unless a job specific risk assessment, approved by the "CME Appointed Person", proves that the removal of asbestos with the structure still standing would present an insurmountable risk.
- 7.22.12 An occupational Exposure Limit Value for airborne asbestos of 0.1 fibres/ml. (8 hour weighted average) shall apply to all types of asbestos (white, blue and brown). Work methods shall be designed to ensure that the fibre count in the work area never exceeds 2 fibres/ml. (8 hour weighted average).
- 7.22.13 Power assisted respiratory protective equipment, conforming to EN 12942 type TM3 full face mask and P3 filter, or a higher standard shall be used by all personnel within the work area. Respiratory protective equipment shall be visually inspected and subjected to an air flow test on each occasion before entering the work areas. Written inspection records must be maintained. These shall be made available to the "CME Appointed Person". Other personal protective equipment shall be used in accordance with the written risk assessment.
- 7.22.14 Static and personal air sampling shall be conducted within the work area. Unless explicitly excluded from the Contract scope, air sampling shall be carried out by a competent person engaged by the Contractor and copies of the results shall be given to the "CME Appointed Person". Analysis of air samples shall be an approved laboratory. If the Contract scope excludes air sampling, this will be provided by the CME and copies of the results will be given to the Contractor.
- 7.22.15 Separate facilities for washing-up and changing clothes shall be provided. Protective clothing used in asbestos removal shall be removed from the work location. These shall be in properly marked plastic bags and either washed by an approved method or treated as asbestos waste. Dust or debris which gets onto clothing shall be removed by vacuum cleaning or an approved washing method, NOT BY SHAKING.
- 7.22.16 On completion of work, the cordoned-off area and plant within shall be thoroughly cleaned using a Type H vacuum cleaner to BS 5415 fitted with a high efficiency particle arrester (HEP A) filter. Where sprayed asbestos has been removed, the surface to which it was attached shall be thoroughly cleaned before further work is started.
- 7.22.17 When the contractor is satisfied that the asbestos removal work has been completed to the required standard, he shall inform the "CME Appointed Person" who will arrange for an asbestos clearance test to be carried out. The clearance standard required by the Contractor is for all the required asbestos to have been removed and for an airborne fibre count of less than 0.01 fibres/ml.

- 7.22.18 All asbestos containing materials that have been removed, including used filters from vacuum cleaners and respiratory protective equipment filters shall be placed into approved double asbestos waste bags (inner red bag, outer clear bag). Where an asbestos item is too large to fit into the asbestos bag it may be double wrapped in polythene, sealed and labelled asbestos waste with the appropriate warnings. The Contractor shall be responsible for disposal of asbestos waste unless this is specifically excluded from the Contract scope in writing. Where waste disposal forms part of the Contract, disposal arrangements in accordance with Irish Legislation, must be confirmed in writing to the "CME Appointed Person" before the material concerned leaves the CME site. Proof of transport to and disposal in a licensed hazardous waste facility in accordance with Irish Legislation shall be provided in writing to the "CME Appointed Person" as soon as the documentation is completed
- 7.22.19 The Contractor shall arrange for health monitoring for his staff and shall maintain the Occupational Health Register and Individual Medical Records required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 of 2006.
- 7.22.20 Valid test certificates shall be provided to the Station Appointed Person for all air filtration equipment, ventilation equipment, respiratory protective equipment and for BS 5415 Type H vacuum cleaners.
- 7.22.21 These are the minimum safety requirements applying to asbestos removal. Further requirements may be specified as part of the Iarnród Éireann Specification or may be deemed necessary by the Contractor following risk assessment.
- 7.22.22 Some aspects of these control measures may also apply to the removal of larger amounts of asbestos cement products (e.g. corrugated sheeting), asbestos floor tiles, asbestos roof tiles and similar lower risk asbestos products. For such removal work, the Contractor shall be the designer under the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. The specific safety requirements shall be determined by job specific written risk assessment and incorporated into a Plan of Work.
- 7.22.23 Asbestos removal work shall not commence until an **Asbestos Removal Permit-to-Work** has been issued by the "CME Appointed Person".
- 7.23 **Work with Refractory Ceramic Fibre** - Refractory Ceramic Fibre is toxic and is classified as a Category 2 Carcinogen. Inhalation of Refractory Ceramic Fibres may cause cancer. This material may only be used subject to the following conditions:
- 7.23.1 Written approval has been obtained from the "CME Appointed Person".
- 7.23.2 A written risk assessment indicates that there is no safer alternative.
- 7.23.3 A Job Specific written method statement, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor. This shall include provisions for waste disposal.
- 7.23.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeding the appropriate Occupational Exposure Limit, by the use of sealed systems or other engineering controls.
- 7.23.5 Appropriate safety signs or tags are fixed to the points where the material is installed.
- 7.23.6 **Safety of Work Equipment** - Under the Safety Health and Welfare at Work (General Application) (Amendment) Regulations SI 188 of 2001, all work equipment liable to deterioration in services, where such deterioration can affect safety, shall be inspected at regular intervals and be maintained in a safe condition.

- 7.23.6.1 Examples of such work equipment include portable electrical tools, portable air tools, ladders, portable grinders, welding equipment, compressors, high pressure hoses, vehicles and safety harnesses. Upon request, inspection records for work equipment shall be made available to the "CME Appointed Person".
- 7.24 Portable Electrical Tools - The work area shall, in the context of using portable electrical tools, be defined as a work of engineering construction. The relevant provisions of Part VIII of the Safety, Health and Welfare at Work (General Application) Regulations SI 44 of 1993 shall therefore apply:
- 7.24.1 Portable tools with a rating below 2kV A shall be at a voltage not exceeding 125 V ac.
- 7.24.2 Hand lamps shall be at a voltage not exceeding 25 V ac.
- 7.24.3 Transformers supplying 125 V ac shall be of the double wound type with the centre point of the lower voltage earthed.
- 7.24.4 Supplies at voltages exceeding 125 V AC shall be protected by one or more residual current having a tripping current not exceeding 30 mA. Cables carrying voltages exceeding 125 V ac shall be of the steel wire armoured type (e.g. Sylflex).
- 7.24.5 In addition, all portable electrical tools with a rating below 2 kVA shall be of the Class II (double insulated) type unless otherwise agreed with the "Iarnród Éireann CME Appointed Person".
- 7.25 **Electrical Welding Equipment** – Electric welding equipment must be in a safe working condition, in particular:
- 7.25.1 Welding leads and return cables must be of adequate cross section with continuous insulation over their entire length.
- 7.25.2 Joints between cable sections must be by means of proprietary shrouded insulated cable couplings.
- 7.25.3 The welding return cable must be connected to the work piece by means of a proprietary clamp. The welding return must not be made by connecting to steelwork or by any path other than the proper welding return lead.
- 7.25.4 The welding set itself must be earthed through the main supply cable.
- 7.25.5 Welding set main supply cables must be armoured.
- 7.25.6 The main point of electrical supply must be fitted with a switch.
- 7.26 **Gas Welding and Cutting Equipment** - Gas welding/cutting equipment must be in safe working condition, in particular:
- 7.26.1 Hoses must be in good condition, correctly colour coded and free from cracks and other defects.
- 7.26.2 Hoses must be connected to fittings by proprietary "one shot" type clips: "jubilee clips" are prohibited.
- 7.26.3 Oxygen and acetylene hoses must be fitted with check-valves and flash-back arrestors.
- 7.26.4 Oxygen regulators must be rated for an inlet pressure of at least 230 Bar.
- 7.26.5 Cylinders must be fitted with knobs or keys to allow outlet valve to be turned off in an emergency.

- 7.26.6 Gas cylinders must be stored, transported and used in an upright position and secured against falling.
- 7.26.7 When equipment is not in immediate use, cylinder valves must be closed and hoses tidied away.
- 7.27 **Lifting Equipment** - All lifting appliances such as cranes, winches, hoists, chain blocks, forklifts and mobile elevating work platforms and lifting gear must have current statutory certificates signed by a competent person. Such certificates shall be made available to the "CME Appointed Person".
- 7.27.1 Where "construction work" as defined by the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006 is carried out:
- 7.27.1.1 Cranes and winches must have been tested and examined by a competent person once in the previous year (or after first assembly on site where applicable) and a record kept on the appropriate statutory form CR3 or CR4 as appropriate.
- 7.27.1.2 All lifting appliances such as cranes, winches, hoists, forklifts and mobile elevating work platforms, must be inspected by the driver/operator (if competent to do so), or by some other competent person once every 7 days. A written record of the inspection must be kept on the appropriate statutory form CR 4 B.
- 7.28 **Pressure Vessels** - All steam and air receivers shall have current statutory inspection certificates signed by a competent person. Such certificates shall be made available to the "Iarnród Éireann Appointed Person".

**End of Appendix.**



## Appendix 2: Contractor Safety Induction



## Contractor Safety Induction

Contractor		Contractor's Representative in charge Contact No.	
Contractor's Employee Name			
Permit to Work No.:		Location of Work:	
Scope of Work			

**Briefing:** Tick applicable box to indicate contractor has been briefed, understands briefing and meets requirements.

1. General Safety Rules (Posted at Safety Station)		<input type="checkbox"/> Yes	
2. Evacuation Plan (Posted at Safety Station)		<input type="checkbox"/> Yes	
3. Emergency Control Plans (Posted at Safety Station)		<input type="checkbox"/> Yes	
4. First Aid		<input type="checkbox"/> Yes	
5. How to report an Accident or Incident (CME-SMS-007)		<input type="checkbox"/> Yes	
6. Local Hazards (specify)		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
7. Trackside Safety:	a) Is PTS required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	b) Is PTS up to date	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Safe Pass (if required)		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
9. PPE	a) Safety Glasses	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	b) Footwear	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	c) High Viz. Vest	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	d) Bump Hat	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	e) Other (specific for job)	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
10. Housekeeping & clean up procedures		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
11. Waste removal procedures		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
12. No smoking policy		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
13. Mobile Phone Usage		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
14. Site Access/egress		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
15. Sign in/Sign out		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
16. Introduction to	a) Duty Manager/Supervisor	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	b) First Aider	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	c) Safety Representative	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
17. Local traffic rules and parking:	Transport brought on site Vehicle _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18. Environment	a) Drainage / Interceptor Locations	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	b) Location of Spill Kits	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	c) Waste Management Procedure (Quality Station)	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>In the event of a spillage contact IE Appointed Person and arrange for spill kit to be used.</b>			
<b>NO LIQUIDS to be disposed of in any drainage without prior consent of Safety &amp; Facilities Officer.</b>			
<b>NO ON-SITE DISPOSAL OF HAZARDOUS WASTE (oils, lubricants, paints, solvents, detergents, cleaners, etc.)</b>			

I confirm that I have received a briefing on the items ticked above and that I am clear on the procedures to be followed.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Contractor's Representative)

I confirm that I have briefed the above named person and I am satisfied that he/she has a clear understanding of the points covered.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(I.E Appointed Person)

**Appendix 3: PRO-FORMA METHOD STATEMENT**

**NOTE: This document is for guidance purposes only, the content, detail, layout and any additional information required remain the responsibility of the permit applicant/contractor.**

**PRO-FORMA METHOD STATEMENT****Job Title & Contractor Name**

To include job description, sub-contractors details and related drawing numbers.

**Job Location**

Outline exact location of works.

**Commencement & Completion Dates** Give expected commencement date/time. Give expected completion date/time.

**Note.** Method Statements (including site specific risk assessments) must be submitted prior to the work commencement date to ensure effective review.

**Scope of Works**

Contractors are required to outline the full extent of the Works. Contractors are required to demonstrate their understanding of the complexity and extent of the works and whether other contractors or IE are affected by the scope of works outlined.

**Sequence of Works**

Provide detailed sequence of works and how works will be coordinated. Include details of supervision and sub-contractors used. Include details of supervisory and co-ordination arrangements between contractors during the works.

## Environmental Impact

Provide details of any potential environmental impact related to the works. Clearly outline what the risks are and how they will be controlled in order to safeguard the following as applicable;

- Impact to water courses and drainage systems
- Impact to soil
- Impact to flora and fauna
- Impact to air

The above considerations should be given to all aspects of the work including disposal routes required for the removal of hazardous and non-hazardous wastes from site and the potential impact on public routes used by site plant.

Provide a list of chemicals to be brought on site and their applicable MSDS sheets.

Applicable emergency response details and arrangements will be required when deemed necessary.

## Plant & Equipment and Certification Required

Identify all plant and equipment to be utilised in the scope of works. Provide statutory certification for all applicable Plant/Equipment i.e. cranes, lifting tackle, etc.

Staff Name	• Company	Certification

## Staff Involved and Certification Required

Give Names and contact numbers for on site supervisors and outline who will oversee the works. Provide full details of all personnel involved i.e. name, trade, etc, on the project and provide all training certification relevant to each employee e.g. Safe Pass/CSCS/PTS etc. NB: All staff certification to be submitted prior to commencement of works.

Staff Name	• Company	Certification

## Access and Egress Points

Outline Access and Egress points for both plant and staff. Where access routes are shared with IE plant and staff the contractor is responsible to ensure segregation and signage is in place.

### **Interface (Railway, Public and Other Works) Railway**

- Identify whether works will impact on the railway. State what control measures are in place for work on or near the rail line.
- Provide details of IE supervision during works. Public
- State if public interface is envisaged e.g. accessing plant/materials or work within public areas.
  - State whether exclusion zones shall be established and banks men provided to co-ordinate delivery with right of way given to the public at all times.
- Include all arrangements being instigated to protect the public from the construction activity.

### Other Works

- Identify whether other contractors are working close to or within the works.
- State what arrangements are in place where there is an interaction with other works on site.

## Authorisations/Permits

Provide details of Authorizations or Permits required to carry out the work e.g. Confined Space Entry, Work at Heights, Excavation, Asbestos removal, Prof of Isolation, Hot Work permits etc.

## Hazard Identification/Required Controls & PPE Requirements

A detailed hazard identification and risk assessment specific to the works being carried out must be conducted and control measures require to eliminate/reduce risk must be included. NO GENERIC DOCUMENTATION.

Identify all hazards and control measures relating to the works as outlined below.

### **For your information:**

Inchicore Works is a heavy engineering site with many hazards. The items listed below are to be considered as part of your submission (this list is not exhaustive):

- Train Movements
- Live Railway Lines
- Forklift movements
- Heavy Goods Vehicle Movement
- Parking restrictions

- Pedestrians have the right of way
- Speed restriction of 15kMh
- Level Crossings

Inside Workshops:

- Open Pits
- Overhead Cranes
- Interaction with IE Staff
- Forklift movements
- Areas of limited clearance

**Emergency Procedures**

Give specific details of who should be contacted during an emergency and how e.g. site security, contractor person in charge, IE person in charge.

In Inchicore Works, in case of Emergency dial 01 703 3999 or ext 3999. State your name; location and emergency service required and your contact number-do not dial 999 directly

**As works progress, emergency routes shall change. These must be identified and briefed to all staff involved in these works.**

**Note;** This Method Statement pro-forma contains a non-exhaustive list of headings. It is suggested that all Method Statements are to be submitted as per Pro forma. Where appropriate, the contractor should input additional headings to include more detail in relation to how the task will be carried out.

**Briefing Arrangements**

**All staff involved in these works must be briefed on this Method Statement  
The nominated person responsible for briefing this Method Statement is**

Name	Company	Function

***I, the above signed have been briefed on the attached Method Statement and agree to carry out my work according to its content.***

**From:** [IE RFQ](#)  
**Cc:** [Conway Anthony](#)  
**Bcc:** [REDACTED]  
**Subject:** RFQ\_14461 CCTV Fairview DART- Extension  
**Date:** Thursday 21 November 2019 10:41:10  
**Attachments:** [image001.png](#)  
[Contractors and Permit-to-Work System.pdf](#)  
[DART Internal Complete.pdf](#)  
[Fairview DART depot cctv.pdf](#)  
[New sidings complete.pdf](#)  
[North yard lower complete.pdf](#)  
[North yard upper complete.pdf](#)  
[South yard complete.pdf](#)  
[DART CCTV UPGRADE.docx](#)  
[Pricing Document.xlsx](#)

---

This RFQ closing date has been extended by request. The new closing date is the 29/11/2019. Quotations to be **only** sent to [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie) by 12:00 noon on 29/11/2019 referencing **RFQ\_14461** in the subject line of your email.

---

**From:** IE RFQ  
**Sent:** 18 November 2019 12:09  
**Cc:** Conway Anthony <[Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie)>  
**Subject:** RFQ\_14461 CCTV Fairview DART- Time  
Apologies the site meeting time should be 10:30.

A mandatory site visit is to be held on Wednesday 20<sup>th</sup> November 2019 at 10:30 meeting at Fairview Station. Any changes to spec will be agreed at site meeting and all attendees given finalised spec.

---

**From:** IE RFQ  
**Sent:** 18 November 2019 09:52  
**Cc:** Conway Anthony <[Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie)>  
**Subject:** RFQ\_14461 CCTV Fairview DART

Iarnród Éireann invites you to submit a quotation for the below.  
Fairview DART depot require the supply, installation and certification of a networked CCTV system for the depot.  
Cost must include the breakdown and disposal of the existing CCTV system.  
Specification is attached.

A mandatory site visit is to be held on Wednesday 20<sup>th</sup> November 2019 at meeting at Fairview Station. Any changes to spec will be agreed at site meeting and all attendees given finalised spec.

Fairview DART depot require the supply, installation and certification of a networked CCTV system for the depot.  
Cost must include the breakdown and disposal of the existing CCTV system.  
Specification is attached.

Please quote all prices in Euro excl VAT. Please advise the VAT rate(s).

A valid Permit is required before this work commences (See attached document).

I would be obliged if you would let me know if you intend to quote for this requirement.

Quotations to be **only** sent to [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie) by 12:00 noon on 25/11/2019 referencing **RFQ\_14461** in the subject line of your email.

**Note: Quotations sent to any other address will not be considered and will be deleted.**

Questions can be sent directly to [Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie) , cc [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)

Regards

Karen Conroy

Procurement Department

Inchicore Works

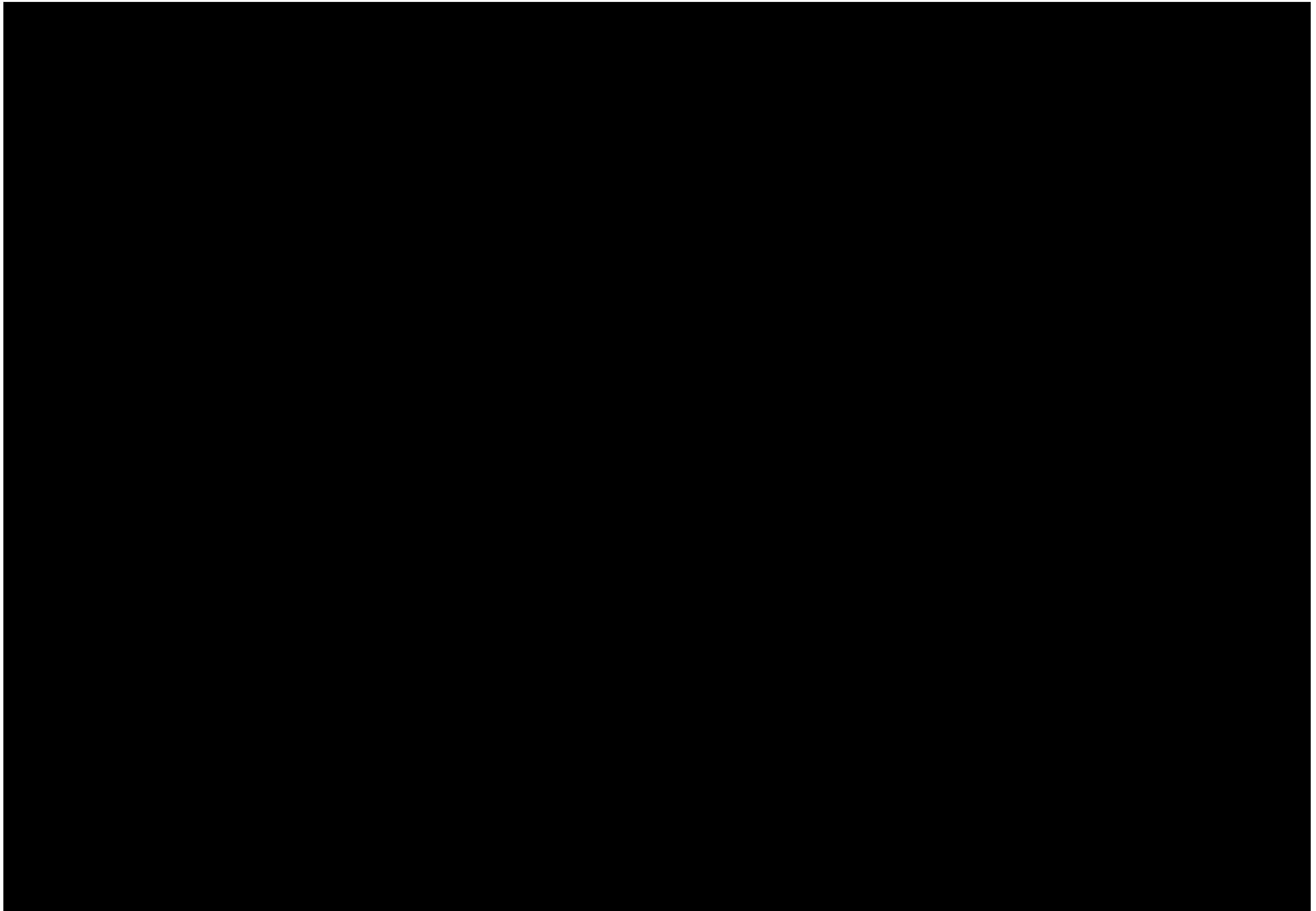
Dublin 8

logo\_irishrail









## Fairview DART depot CCTV upgrade

### Contents.

1. Introduction and current arrangement .....
2. General requirements, ( Core requirements ).....
3. Description of works ( Requirements).....
4. Documentation.....
5. Training.....
6. Service and warranty.....
7. Working hours.....
8. Scope of works .....

### 1. Introduction.

- Irish Rail (IE) operate an Electrical multiple Unit ( EMU ) maintenance depot on Clontarf road Dublin 3
- These locations are operated by the Chief Mechanical Engineers Department (CME)
- The CME department has a requirement to replace / renew and generally upgrade existing CCTV in Fairview DART depot
- The current system consists of 25 x analogue camera and 2 x 6TB DVR recording systems
- [REDACTED]
- Contractors are required to undertake a mandatory site visit.

## Fairview DART depot CCTV upgrade

The contract will be awarded under the following criteria.

**1. Cost -50%**

**2. Technical Proposal -30%**

Companies are required to provide a written methodology document which explains in detail (but not limited to) the following.

- Functionality and benefits of the proposed system.
- The rationale for selecting the proposed hardware including site references for existing installations utilising the same hardware and system configuration.
- Clause by clause commentary on the IÉ Technical Specification outlining areas of both non-conformance and also demonstrating how each requirement of the IÉ Technical Specification will be complied with.
- The overall purpose of your submission against this award criterion is to demonstrate to the evaluation panel the technical elements of your submission so it is critically important that sufficient information is provided.

**3. Implantation plan- 10%**

- Companies are required to provide a written document that details an Implementation Plan as part of their proposal demonstrating their understanding as to how they will comply with the requirements. Submission to include technical detail of delivery of quality goods and services from migration and installation, to training, operation and maintenance, in line with the specification. Timelines should be included, and methodology for installation and commissioning of the system should be included within the document.

**4. Support Services and Contract Management -10%**

- Bidders are required to demonstrate within a written document how Irish Rail will be provided with warranty support throughout the duration of the contract, as well as service call outs, in line with the specification.

### 2. General requirements.

#### **2.1 Safety**

- Compliance with CME SMS-005 Contractors Permit to work is mandatory, therefore: All contractors' staff attending site for must have a valid Personal Track Safety card "PTS" which is available from Iarnród Éireann, a valid Safe pass, all relevant certificates for operating machines and equipment on site. All Contractor staff must undergo a site induction as required.
- Contractors must be accredited to ISO 27001
- Contractor must have a PSA license.

#### **2.2 Core requirements.**

- The core requirement is for the design, supply, installation, commissioning and training of a high quality relevant CCTV system in Fairview DART depot.
- Allow for future expansion and redundancy
- The system will be in use 24 hours per day and should have a minimum life expectancy of 15 years.
- Decommission and disposal of existing system.

## Fairview DART depot CCTV upgrade

### 3. Description of works.

The scheme shall comprise the following,

- CCTV System
- Migration of the existing CCTV system
- Replacement of, new Installation of, & encoding of specified/existing Analogue CCTV cameras to equivalent HD IP Network CCTV cameras Installation of new viewing/operational locations.
- Design and implementation of new CCTV network.
- CCTV Signage.
- 40 HD Mega Pixel IP Network cameras
  - All external cameras must come with day / night function.
- HD 15TB Server's (qty to be determined during design phase)
  - Minimum recording time of 15 days
- 1 Main control and viewing centre. 60" screen full HD
- 2 minor view stations with single monitor, full HD viewing and camera controllers
- VMS Control Centre Software ( If required )
- Audio announcing, intruder warning at multiple locations. ( See attached maps )
- Parameter detection. (Beams see attached maps )
- Cabinets, desks, installation brackets for monitors and controllers.
- LAN networked switches with combo ports for Fibre Integration.
- Cat6E cable or equivalent.
- Encrypted network receivers.
- Fibre cable and termination.
- Containment if required.

## Fairview DART depot CCTV upgrade

### 4. Documentation.

- References from similar sized cctv projects must be submitted before with quotation.
- The manufacturer's Handbooks, appropriate to the user, to be supplied on handover of the system.
- A System Record, describing the whole installation, to be provided on completion. This may be supplied as a schematic drawing.
- All maintenance and overhaul manual and instructions.
- A site Log Book is to be provided. This should be held where it will always be available to the visiting engineer.
- References from similar sized projects must be submitted on or before site visit. Failure to do so will void your submitted quotation.

All equipment and services provided under this contract must comply with the following standards:

- EN 50121-4:2004: Railway applications – Electromagnetic compatibility  
- Part 4: Emission and immunity of the signalling and telecommunications apparatus.
- EN 50125-3:2004: Railway applications - Environmental conditions for equipment - Part 3: Equipment for signalling and telecommunications.
- EN 60950:2001 - Safety of information technology equipment.

## 5. Training.

The Specialist Contractor shall provide comprehensive training for all nominated personnel. This shall include but not be limited to.

- All the operational aspects of systems.
- Common trouble shooting issues with the system.
- Details of back-up facilities and contact numbers.

## 6. Service and warranty

### **Maintenance**

- The Specialist Contractor shall include in his quotation for a full 36 months comprehensive maintenance contract for all equipment and associated components installed under this contract.
- The maintenance period shall include two routine/preventative maintenance visits and are in addition to ongoing training visits.

### **Warranty**

- A 48 month fully inclusive remedy of defects warranty will be provided on all equipment supplied effective from the date of delivery to IE.
- The Supplier shall ensure the availability of spare parts or replacement parts for a period of 15 years.
- The equipment should have a minimum design life and operational life of 15 years.

## Fairview DART depot CCTV upgrade

### 7. Working hours.

- Monday to Friday 08:00 to 16:00.
- Alternative hours to be agreed.
- Restrictions will apply to the installation of cameras in the new sidings as an isolation of the OHLE is required. Time could be limited to 5 hours.

### 8. Scope of works. Fairview DART depot

Type	Location	Day/Night	IP	Amount
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Type	Location	Day/Night	IP	Amount
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Fairview DART depot CCTV upgrade

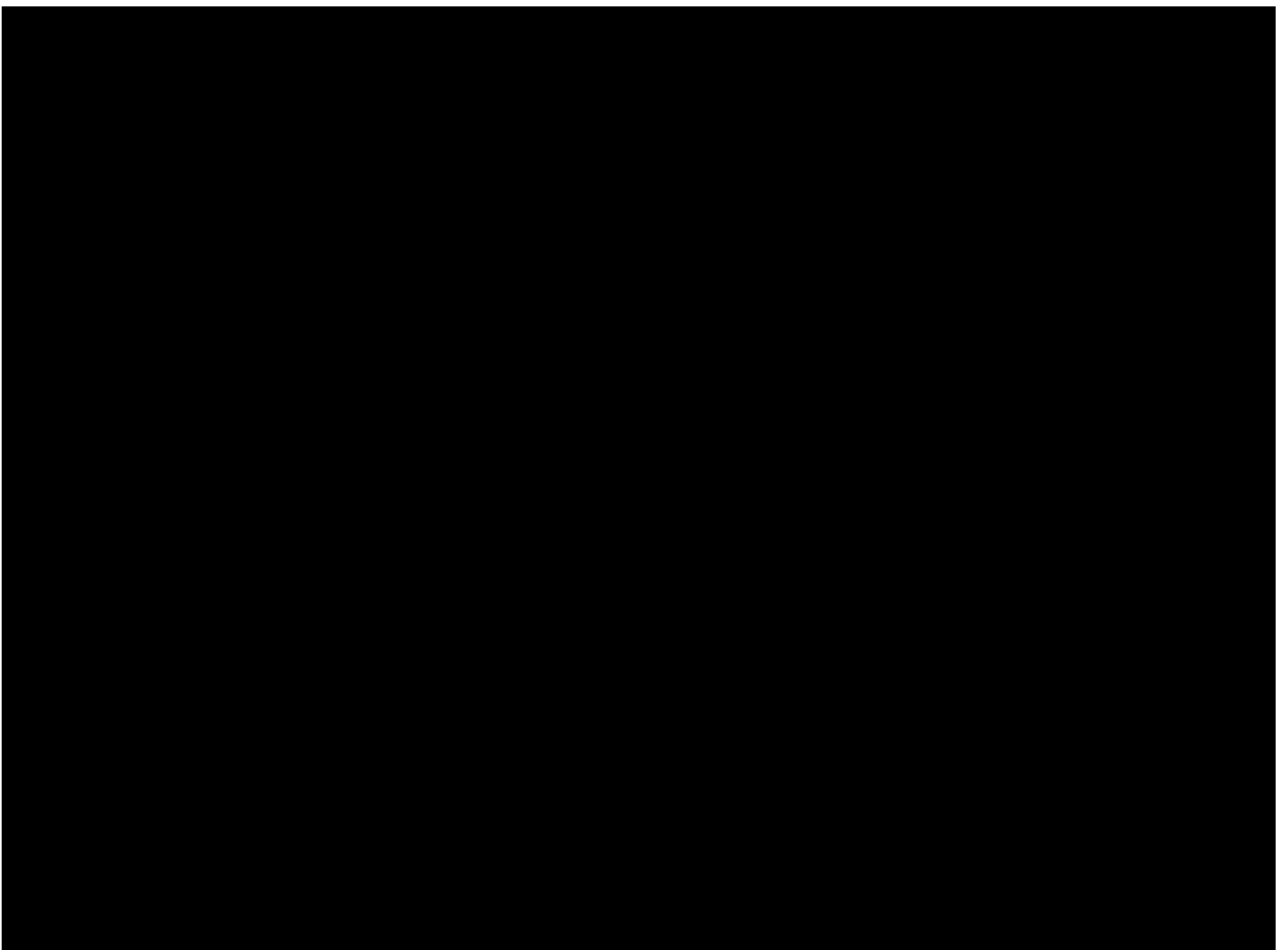
<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
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<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
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<u>Type</u>	<u>Location</u>	<u>Day/Night</u>	<u>IP</u>	<u>Amount</u>
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Reference No.	CME-SMS-005
Issue	9
Operative Date	19/12/2017
Status	Live
Prepared by	Pavel Semple
Checked by	Graham Daniels
Approved by	Peter Smyth

## CME DEPARTMENT

## SAFETY MANAGEMENT STANDARD

### CME- SMS-005

### Contractors and Permit-to-Work System

This CME Department Standard sets out the requirements for the management of Contractors within the CME Department.

This CME Department Standard is mandatory.

The principles in this Standard are approved by the Head of Department and therefore constitute mandatory standard practices, which apply throughout the CME Department.

**Signed**

**Chief Mechanical Engineer**

This standard, along with all CME Department Standards is on the CME Website. Electronic copies of the Standards are controlled and live. Holders of printed copies of the Standard are responsible themselves for ensuring that they have the most up to date version as appropriate.

**This is a Controlled Document, as presented on-line.**

**It is Uncontrolled if printed, unless identified as a  
"Controlled Copy".**

**(as per CME-QMS-002-005 – "Publishing Controlled Documents")**

## Contents

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## Standard Revision History:

<b>Issue Number</b>	<b>Date of Issue</b>	<b>Summary of Changes</b>
5	25/03/2013	CME SMS 005- has been edited to reflect the CME's move into the Railway Undertaking.
6	13/08/2014	Amended: 2.39, 4.1,4.2,4.2.1,4.2.3,4.2.3.4  Added:Appendix 1,2.13.3,  Deleted:4.4 to 4.10, 4.2.3.2.2,4.2.3.2.3,4.2.3.2.4 4.2.3.2.5, Appendix 1:2.3.1 to 2.3.13,  Merged:4.2.1.1 and 4.2.1.2.
7	24/02/2016	<a href="#">CME-CRF-042</a>
8	20/12/2016	Change to the last sentence of section 2.15.1 in Appendix 1, as per CME-CRF-053.
9	19/12/2017	New paragraph 1.3.7 in order to close out non-conformance IAR107ECM-NC 404. Definitions in section 2 deleted and replaced with a reference to CME-SMS-001.

# 1 Policy, Scope and Principles

## 1.1 Policy

- 1.1.1 It is the policy of the CME Department of Iarnród Éireann's Railway Undertaking to meet the statutory and Railway Undertaking obligations regarding the management of Contractors and to implement processes and procedures that enables the CME Department to manage Contractors in the safe execution of their contracts.

## 1.2 Scope

- 1.2.1 This Standard describes how the CME Department implements a systematic approach to the management of Contractors.
- 1.2.2 This Standard covers the management of Contractors in all the CME Department workplaces at all CME Locations.

## 1.3 Principles

- 1.3.1 All CME managers have a duty to promote a safety culture.
- 1.3.2 Accountable Line Managers in the CME Department are directly accountable for the Occupational Safety for those workplaces and fleets under their control and also for the quality of work that affects Bogie/Wheelset Safety and Rolling Stock Safety in those workplaces.
- 1.3.3 Accountable Line Managers will organise their operations so that work is planned such as to ensure the availability of the required resources, competent people, appropriate equipment and adequate time.
- 1.3.4 Hazards are identified and Risks are assessed and precautionary/mitigation actions are implemented to limit the probability of those Risks occurring.
- 1.3.5 Accountability for Occupational Safety resides with the Accountable Line Managers responsible for the CME Locations and they are given access to resources to achieve this accountability. While they can delegate responsibilities in order to ensure Occupational Safety is managed, the accountability cannot be delegated.
- 1.3.6 Accountable Line Managers monitor the Occupational Safety of the CME Location that they are accountable for by adhering to a programme of specific Safety Tours.
- 1.3.7 Accountable Line Managers are to confirm the Technical Competencies of Safety Critical Service Providers at the CME Locations that they are accountable for.
- 1.3.8 Accountable Line Managers are fully accountable for the management of Contractors at the CME Location they are responsible for.
- 1.3.9 Terminology such as "his" or "manager" in this Standard is not gender specific.

## 2 Definitions

- 2.1 The Definitions for the CME Safety/Quality/Technical Management System are described in the CME Safety Management System Standard CME-SMS-001 – “CME Safety Management System”.



### 3 Accountabilities and Responsibilities

The full listing of the safety accountabilities and safety responsibilities of all CME employees are shown in CME Safety Management Standard CME-SMS-001. The following accountabilities and responsibilities listed here are only those that are specific and related to this Standard

#### 3.1 Chief Mechanical Engineer

- 3.1.1 The CME is accountable for setting the strategy for the management of Safety in the CME Department and, as required, for revising the processes as described in this standard.
- 3.1.2 The CME is accountable for setting Occupational Safety, Bogie/Wheelset Safety and Rolling Stock Safety objectives and for providing resources to all the parts of the CME Department to achieve those objectives.
- 3.1.3 This Occupational Safety accountability includes:
  - 3.1.3.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in the whole CME Department is the CME's accountability.
  - 3.1.3.2 Ensuring that Contractors working within the CME Location follow a permit-to-work system and work safely and that any visitors to the CME Location are supervised and safe.

#### 3.2 Safety Manager CME

- 3.2.1 The Safety Manager CME reports to the Chief Mechanical Engineer, is the owner of this Standard, and is accountable for:
  - 3.2.1.1 Maintaining the records of Hazard Report Forms, Risk Assessments, Safe Systems of Work, Safety Tours, Accident Investigations, Briefings, Contractors' "Safety Management" submissions, "CME Department remits" and Safety Review Workshops.

#### 3.3 CME Production Plan Manager

- 3.3.1 The CME Production Plan Manager is accountable for all aspects of the management of the CME Production Plan and for the Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety of all the Inchicore Workshop operations and supplier operations associated with the Heavy Maintenance activities of the CME Production Plan.
- 3.3.2 The CME Production Plan Manager is accountable for Bogie/Wheelset Safety, Rolling Stock Safety and Occupational Safety in the CME Locations under his control; specifically:
- 3.3.3 This Occupational Safety accountability includes:
  - 3.3.3.1 Ensuring that Contractors working within the CME Locations follow a permit-to-work system and work safely and that any visitors to the CME Locations are supervised and safe.

#### 3.4 Head of Fleet Management

- 3.4.1 The Head of Fleet Management is accountable for all aspects of the management of the CME Rolling Stock Fleets and for the Bogie/Wheelsets Safety, Rolling Stock Safety and Occupational Safety of all of the CME Locations under his control, specifically:

- 3.4.1.1 Occupational Safety of all the activities in these CCME Locations, and for
  - 3.4.2 This Occupational Safety accountability includes:
    - 3.4.2.1 Ensuring that the CME Department's employees, contracted employees, Contractors and visitors are safe in their activities in the CME Department and that these activities are executed in accordance with the CME Department Safety Management System and CME Documentation. Specifically, Occupational Safety in all of these CME Locations is your accountability.
    - 3.4.2.2 Ensuring that Contractors working within Rolling Stock Fleet Management follow a Permit-to-Work System and work safely and that any visitors to the depots are supervised and safe.
- 3.5 **Depot Manager Drogheda; Depot Manager Cork; Fleet Manager Intercity Railcars; Depot Manager Dart; Fleet Manager Locomotives & Operations; Train Presentation Manager; Manager Bogies & Wheelsets; Assistant Manager Bogies & Wheelsets; Plant & Services Manager; Fleet Casualty Repair Manager; Fleet Manager Freight; Heuston Platform Depot Manager; Depot Manager Connolly.**
  - 3.5.1 Every Accountable Line Manager identified in this Standard as accountable for a CME Location and every manager identified in this section is accountable for:
    - 3.5.1.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.6 **Manager Materials, Stores & Distribution**
  - 3.6.1 The Manager Materials, Stores & Distribution reports to the Railway Undertaking Procurement Manager and is accountable for all aspects of the management of the stores and inventory in the CME departments and for the Occupational Safety of all the CME Locations, under his control.
  - 3.6.2 This Occupational Safety accountability includes:
    - 3.6.2.1 Ensuring that Contractors working within the CME Location follow a Permit-to-Work system and work safely and that any visitors to the CME Location are supervised and safe.
- 3.7 **Railway Undertaking Procurement Manager**
  - 3.7.1 The Railway Undertaking Procurement Manager is accountable for ensuring that all aspects of the procurement of materials and services in the Operations and CME departments and for the Rolling Stock Safety, Bogie/Wheelset Safety, to the extent that these are affected by the procurement process and procurement decisions.
  - 3.7.2 Ensuring that components, parts, sub-systems and systems required by the Operations and CME departments are procured from suppliers that are appropriately certified to supply those components, parts, sub-systems and systems safely and to the appropriate technical standards, including ensuring that these suppliers have the appropriate quality systems in place to assure that such components, parts, sub-systems and systems will meet the appropriate specifications at the point of supply.
  - 3.7.3 Ensuring that Contractors tender for and contract properly in such a manner as to fully comply with the Safety requirements for Contractors as described in CME Safety Management Standard CME-SMS-005 – "Contractors and Permit-to-Work System".

## 4 Implementation

- 4.1 **Control of Contractors** - The Accountable Line Manager responsible for the CME Location is accountable for ensuring that all the Contractors doing work at the CME Location(s) he is responsible for are controlled and managed according to this Standard. Specifically:
  - 4.1.1 That the system for issuing Permits-to-Work as described in this Standard is implemented and fully operational for any scope of work by any Contractor in that CME Location.
    - 4.1.1.1 All Contractors must work strictly in accordance with the Permit-to-Work that the Contractor has been issued.
    - 4.1.1.2 No Contractor is allowed to do any work without a Permit-to-Work that has been properly issued by on behalf of the accountable Line Manager in that CME Location.
    - 4.1.1.3 All Contractors must report to the Line Manager responsible for the facility, depot, workshop or office on their first arrival to the CME Location.
  - 4.1.2 That every Contractor that is issued any Permit-to-Work has made a submission of "Safety Management" as described in this Standard and in the Contractor Safety Regulations as attached in Appendix 1 of this Standard,
  - 4.1.3 That an "CME Appointed Person" is identified and appointed per Permit-to-Work and that this person is made fully aware of his responsibilities under this Standard and the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
    - 4.1.3.1 It is within the Line Manager's control to delegate this responsibility to a specific member of staff to always act as the "CME Appointed Person" on all permits and would thus not require the specific appointment of an individual per permit.
  - 4.1.4 That no Contractor is issued any Permit-to-Work for work if that Contractor has not been authorised by the Line Manager (or by a competent member of staff that he has delegated this responsibility to) to do the scope of work in question.
    - 4.1.4.1 The Line Manager is responsible for ensuring that all the constituent parts of the "Safety Management" submission is evaluated by his own team in the CME Location and that it is complete and appropriately focussed and that it satisfies the Occupational Safety requirements of the work environment the Permit-to-Work is to be issued for.
    - 4.1.4.2 When the Line Manager is assured that the "Safety Management" submission is acceptable, that generic Risk Assessments and generic Method Statements have been replaced with documents specific to the actual work environment and that the "Contractor Safety Checklist" as attached in Appendix 2 is fully satisfied and complete, he can authorise a Contractor to do work in that CME Location by issuing the appropriate Permit-to-Work.
    - 4.1.4.3 The Line Manager is responsible for, in exceptional circumstances only, securing support from the Safety Manager CME should there be any uncertainty as to the appropriateness of a Contractor's "Safety Management" submission.
      - 4.1.4.3.1 It is not the responsibility of the Safety Manager CME to assess "Safety Management" submissions. However, when support is required to assess a submission for a scope of work that is not ordinarily done at a particular CME Location, e.g. a Method Statement for repairs to a roof, the Safety Manager CME must provide support either directly or through a contracted party.
      - 4.1.4.3.2 The Line Manager must direct his team and interested Contractors to avail of a third party "Competent Person Statement" (as described in this Standard) to secure certified opinions as to the appropriateness of submissions, thus limiting the requirement for the CME to search out certifications of Contractors' submissions.
  - 4.1.5 That every Contractor receives the Safety Induction as described in Appendix 3 of this Standard. The briefing must be conducted according to CME Safety Management Standard CME-SMS-003 - "Briefings".

- 4.1.6 That every Contractor follows and implements all the provisions, instructions, actions and guidelines as described in the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.1 The Line Manager is responsible for ensuring that control is exercised over a Contractor to the extent that the CME can verify that the Contractor adheres to the Contractor Safety Regulations as attached in Appendix 1 of this Standard. This is therefore not actual control of the Contractor's scope of work or of his procedures or of his staff, but it is a verification process that verifies that the Contractor follows and implements the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.1.6.2 In order to execute this verification duty, the Line Manager is responsible for ensuring that:
- 4.1.6.2.1 For any scope of work requiring Permits-to-Work for Confined Space, Working at Height, Asbestos Removal, Hot Work or Excavation Work, the CME Appointed Person" (as defined in the Contractor Safety Regulations as attached in Appendix 1 of this Standard) observes and monitors a sufficient scope of the actual work using the Safety Tour Form and process as described in CME Safety Management Standard CME-SMS-008 – "Safety Tours and Compliance Verification".
- 4.1.6.2.2 The Contractor displays a complete copy of the "Safety Management" submission at the place for work for access and review by CME staff or his own staff during the period of the Permit-to-Work.
- 4.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in soft copy to the CME before that Contractor can be considered as a supplier of services.
- 4.2.1 The Line Manager is responsible for ensuring that the submission is managed as follows:
- 4.2.1.1 A copy of the Safety Management Submission must be retained at the CME location for record keeping, The Safety Management Submission must also be made available for inspection and auditing purposes.
- 4.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 4.2.3 The "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 4.2.3.1 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 4.2.3.1.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 4.2.3.1.2 On request, the Safety Statements of sub-Contractors must be available.
- 4.2.3.2 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:

- 4.2.3.2.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step to the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.2.2 In such circumstances, the Line Manager must evaluate the scope of work outlined in the contractors method statement specifically taking into account the interface between the scope of work and the CME Location's staff, plant, equipment and operations.
- 4.2.3.2.3 To assist the line manager in evaluating a contractors method statement, a PRO-Forma Method Statement (as shown in appendix 3) maybe be used as a guidance document. This PRO-Forma Method Statement contains a non-exhaustive list of headings that should be considered by any contractor working in the CME department.
- 4.2.3.3 Contractors Insurance** - All Contractors must have adequate insurance cover.
- 4.2.3.3.1 If tendering tenders must submit for approval with their Tender, details of the terms of insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements specified by the Railway Undertaking.
- 4.2.3.3.2 Iarnrod Eireann Procurement Department will ensure that insurances are in place before a Purchase Order is raised.
- 4.2.3.3.3 A record of insurances checked should be maintained per contractor.
- 4.2.3.4 **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 4.2.3.5 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 4.2.3.5.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.5.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 4.2.3.6 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.7 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 4.2.3.8 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 4.2.3.9 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.

- 4.3 **Permits must be practicable and adapted to circumstances** – The requirements for access to the different CME Locations will vary and will require permits to be awarded in a flexible and practicable but consistent manner. As an explanation, please consider the following examples and principles:
- 4.3.1 The purpose of the Permit-to-Work system is to ensure that Contractors do only that work that they have convinced the Line Manager they can do safely and to prohibit Contractors from doing anything that they have not been approved to do. Thus the objective is not to issue many bureaucratic permits, but to issue permits for the purpose of controlling Contractor activities in a sensible and optimal manner.
- 4.3.2 As an example of low-risk activity Contractors, a courier company delivering small parcels to a CME Location would not require a Permit-to-Work as the inherent risk to this activity is low. However, if the courier company is delivering a small parcel of very hazardous material, a Permit-to-Work will be required as the inherent risk to the activity is high.
- 4.3.3 As an example of specific activity Contractors, a transport company that only delivers heavy material (e.g. wheelsets) must submit a simple Method Statement and Risk Assessment that convinces the Line Manager that the driver/operator can operate the vehicle-based crane and that every driver that visits the CME Location can safely unload his vehicle. Thus this company must request a Permit-to-Work and must not be allowed to do deliveries without such a permit.
- 4.3.4 As an example of repetitive activity Contractors, if the same transport company as in the example above is contracted to do several deliveries to a CME location over a period of time, that CME Location can issue a long period Permit-to-Work (e.g. a three-month permit) which the Contractor needs to show at Security to get access to the CME Location – instead of issuing several repeat permits on an ongoing basis. In such a case the long period Permit-to-Work must state specifically what the conditions of the Permit-to-Work are – e.g. deliveries only by competent Contractor personnel, deliveries to be done in accordance with the Safety Statement of the Contractor, Contractor has the full obligation to ensure deliveries are done safely, etc.
- 4.3.5 As an example of supervised Contractors, if a technical specialist or technical consultant (e.g. a rolling stock technical specialist, a system test engineer, an auditor, etc.) attends to a CME Location with the purpose of doing a specific technical or other scope of work but are doing so under the supervision of a CME Manager, the “Contractor” is considered a “Visitor” and that CME Manager takes full responsibility for the safety of such a “Contractor” or “Visitor”. In this case a Permit-to-Work is not required.

**End of Standard.**

**Appendix 1: Contractor Safety Regulations**

**CONTRACTOR SAFETY REGULATIONS**

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## 1 Introduction

This document provides guidelines to Contractors on the basic control measures the CME expects Contractors to have in place so that Contractors can ensure Occupational Safety is achieved during the execution of the scope of work the Contractor has a Permit-to-Work for.

It also provides guidelines of the type of safe working practices which will be required of Contractors and their personnel.

This document forms an integral part of the Terms of Contract.

The Contractor is responsible for implementing all the requirements, guidelines, actions and instructions included in these Contractor Safety Regulations and for taking all further precautions necessary to ensure the Occupational Safety of the Contractor's own employees and any other employees are ensured. The Contractor shall ensure that any costs associated with this implementation are included in the contract price.

CME is responsible only for providing resources where explicitly so stated.

## 2 Specific Safety Obligations for the Contractor

- 2.1 **To complete the sub-contracted scope of work safely** – The Contractor is obligated to plan, schedule, execute, monitor, control and deliver the scope of work safely and in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation.
- 2.2 **Controlling of Contractor's activities and Occupational Safety** – The Contractor shall ensure that the scope of work as authorised by the Permit-to-Work is controlled and completed in compliance with these Contractor Safety Regulations, the CME-SMS-005 and all the appropriate legislation. Specifically:
  - 2.2.1 The Contractor shall ensure that the Contractor's Safety Statement is adhered to during the duration of the contract and the duration of any Permits-to-Work issued to the Contractor and that a member of the Contractor's staff controls and reviews the daily activities to ensure that the Safety Statement is adhered to.
  - 2.2.2 The Contractor shall ensure that the tasks and activities as described in the written Method Statement is adhered to at all times and that a member of the Contractor's staff controls the tasks and activities to ensure that the intent of the Method Statement is achieved and adhered to.
  - 2.2.3 The Contractor shall ensure that the place of actual work and the proposed task to complete the scope of work is reviewed for Hazards and is properly Risk Assessed and that such Risk Assessments are briefed to all the Contractor's personnel. The Contractor shall ensure that a member of the Contractor's staff controls the activities to ensure that the Risk Assessments are adhered to.
  - 2.2.4 The Contractor shall ensure that only competent personnel are applied to those parts of the scope of work that require specific competencies and that a member of the Contractor's staff controls the activities to ensure that only competent personnel are properly deployed.
  - 2.2.5 The Contractor shall ensure that any tools, machinery or equipment used by the Contractor or the Contractor's personnel are suitable for the task and properly calibrated and certified and maintained.
  - 2.2.6 The Contractor shall ensure that the Contractor's personnel adhere to the Permit-to-Work authorising the Contractor to complete the specific scope of work and that a member of the Contractor's staff controls the activities to ensure that the Permit-to-Work is adhered to.



- 2.3 **Compliance with legislation** - Contractors must comply with all relevant Irish and EU safety legislation and Approved Codes of Practice.
- 2.3.1 Any company or Contractor that may present themselves as a "non-Irish" company must still adhere fully to this Standard and the legislation as applicable.
- 2.4 **CME Permits-to-Work may not be breached or varied** – The Contractor shall ensure that the Contractor's personnel completely and fully adhere to the Permit-to-Work issued for the work.
- 2.4.1 Should the Contractor be of the opinion that a change is required in the conditions, scope or limitations of the issued Permit-to-Work, he must request a new Permit-to-Work from the "CME Appointed Person". The Contractor is at no stage allowed to proceed with any work that is not approved on a valid CME Permit-to-Work.
- 2.4.2 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR (Contractor Safety Regulations).
- 2.5 **Controlling of Contractor's personnel' access** – The Contractor shall ensure that the Contractor's personnel will not enter any part of the site or CME Location that has not been approved on the Permit-to-Work. This includes offices, workshops, open areas, yard locations and any buildings.
- 2.5.1 Every site or CME Location is considered dangerous due to train movements and railway operations and any breach of the restrictions and guidelines of a Permit-to-Work is considered a fundamental breach of the Contractor's contract and of these CSR.
- 2.6 **Control of Sub-Contractors** - The provisions of these Contractor Safety Regulations apply to both the Contractor and to any sub-Contractors (this term also includes self-employed persons and agents of the Contractor) under the Contractor's control.
- 2.6.1 The Contractor shall ensure that any sub-Contractors employed by the Contractor execute their tasks, are managed, controlled, monitored and reviewed such that they are in full compliance with these Contractor Safety Regulations.
- 2.6.2 The names of all sub-Contractors employed under the Contract must be listed on the tender document.
- 2.6.3 The Contractor shall provide a written verification of every sub-Contractor's competence and evidence that the sub-Contractor will adhere to the same controls as in these Contractor Safety Regulations.
- 2.7 **Disciplinary procedure to be followed for unsafe practices** - In the event of unsafe practices by the Contractor's staff being identified, the Contractor shall implement the following disciplinary procedure:
- 2.7.1 In the first instance, a written warning will be given to the person by the end of the shift detailing the unsafe practice and the time/date concerned,
- 2.7.2 In the second instance, the person shall be permanently denied access to the site at the CME Location.
- 2.7.3 In particular serious circumstances, at the Judgement of the CME Line Manager, any person working for the Contractor may be denied access to any site without the above procedure being required.

- 2.8 **Iarnród Éireann Plant and Equipment will not be interfered with** – The Contractor shall ensure that, except where specifically authorised by the CME Appointed Person”, the Contractor’s personnel will not interfere with, adjust or otherwise tamper with any CME plant or equipment. Under no circumstances will “Hold-off Tags” or other similar attachments to plant be interfered with or removed.
- 2.9 **Contractor’s Personnel will adhere to Iarnród Éireann “Drugs and Alcohol Policy”** – The Contractor shall ensure that the Contractor’s personnel will not be under the influence or in possession of alcohol or illegal substances while on an CME site or CME Location.
- 2.9.1 The Contractor shall ensure that medication does not interfere with a person’s ability to carry out work safely. Contractors should have procedures in place to ensure compliance with this requirement.
- 2.9.2 The Contractor shall ensure that the Contractor’s personnel is briefed on the Iarnród Éireann “Drugs and Alcohol Policy” and advised that they are subject to the terms of this Policy while working on CME premises.
- 2.10 **Adhere to English as the working language** – The Contractor shall ensure that the use of language does not affect the Contractor’s obligations to execute the scope of work safely. Specifically:
- 2.10.1 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, a sufficient number of English speaking personnel are available to interface with the CME.
- 2.10.2 The Contractor shall ensure that, when non-English speaking personnel are employed by the Contractor, all the required safety documentation, safety instructions or safety signage will be translated effectively into the other language.
- 2.10.3 As a minimum, the Contractor’s site management personnel and the Contractor’s Safety Officer (where one is required under the Contract) shall be fluent in the English language.
- 2.11 **Young Persons and Special Needs Persons** – The Contractor shall obtain written permission from the CME before allowing persons aged 16 or 17 or any Special Needs Persons to work on any Permit-to-Work.
- 2.11.1 The Contractor shall submit a written Risk Assessment of the specific activities or the Young Persons or the Special Needs Persons to the CME that will include specific Risk Controls related to briefing, informing and controlling such activities.
- 2.11.2 The Contractor shall ensure that the CME’s permission for Young Persons or Special Needs persons to work on any Permit-to-Work is noted on the Permit-to-Work and countersigned by Iarnród Éireann.
- 2.11.3 Verbal approvals cannot be given by any CME personnel and, even if given, are invalid. The Contractor shall not attempt to solicit verbal approvals or rely on verbal approvals in this matter.
- 2.12 **Safety Consultation** – The Contractor shall make arrangements to consult with the Contractor’s personnel on safety matters. If representations have to be made by the Contractor to Iarnród Éireann on matters relating to site safety, the Contractor or the

"Contractor's Charge Person" or the Contractor's staff Safety Representative must approach the "CME Appointed Person".

- 2.13 **Personnel availability for matters related to safety** – The Contractor shall make his personnel available, at no additional contract cost, for any matters related to safety as would be expected in the normal running of any contract, for example:
- 2.13.1 Making Contractor's personnel available for CME safety induction at site (typically 1 – 2 hours or as required depending on the scope of work),
- 2.13.2 Making Contractor's personnel available for doing Risk Assessments, safety reviews and/or any other Safety Management task required under the contract or under the Permit-to-Work.
- 2.13.3 Suppliers of services and contractors to the CME Department designated as critical to the safe maintenance of rolling stock may be subject to assessment of their Management system(s) for Health & Safety, Training & Competence and Environmental & Quality.
- 2.14 **First Aid facilities** - Occupational First Aid facilities shall be provided by the Contractor.
- 2.15 **Accident reporting** – The Contractor shall report all accidents (whether minor or those incurring lost time), dangerous occurrences and "near misses" as soon as possible to the "CME Appointed Person".
- 2.15.1 Contractors must carry out their own formal investigation into all accidents, dangerous occurrences and "near misses", and submit written reports to the "CME Appointed Person". Such investigations shall identify both the direct and indirect root causes of the accident/incident. In addition, Contractors must co-operate with and assist the CME in its own investigation where it is deemed necessary to undertake one.
- 2.15.2 All accidents must be recorded by the Contractor in their Accident Book in accordance with the Social Welfare (Consolidation) Act 1981.
- 2.15.3 Reportable accidents and dangerous occurrences must be reported directly by the Contractor to the Health and Safety Authority in accordance with the Safety, Health and Welfare at Work (General Application) Regulations SI 44 1993. However, the Contractor must provide a copy of the statutory IRI or IR3 form (as appropriate) to the "CME Appointed Person".
- 2.16 **Contractor's Insurance** – Tenderers must submit for approval with their Tender, details of the terms of the insurance they propose to effect, or which they hold and intend to use, to meet any insurance requirements stated in the Contract.

### 3 Contractor Information

- 3.1 **CME Safety Statement** – The Contractor is entitled to examine the CME Safety Statement for the CME Location where the work is to be done. The Contractor can review the Safety Statement at the Safety Station or make a request to the Line Manager accountable for that CME Location.
- 3.2 **Liability** - For the avoidance of doubt, the submission of any documentation by the Contractor to the CME as required pursuant to this document or the Contract and the subsequent CME comments or lack of CME comments on any such documentation by CME

shall not absolve the contractor from any liability, in whole or in part, which it may have in relation to its scope of work pursuant to the legislation referred to in this document or any other relevant legislation.

#### **4 Specific Iarnród Éireann Rights**

- 4.1 **Breach of these Contractor Safety Regulations** – Any breach by the Contractor of any section or sub-section or part of these Contractor Safety Regulations gives CME an automatic right to terminate the contract without any recourse and without the Contractor having any rights to termination damages.
- 4.1.1 The “CME Appointed Person” or any CME Line Manager is empowered to stop the work if unsafe practices are being used, if the Contractor does not operate within the Permit-to-Work as issued or if the Contractor deviates from any aspect of these Contractor Safety Regulations.
- 4.1.2 Any time lost or costs associated with investigations or actions required by the CME to improve the Contractor’s execution of the task (e.g. revising and improving Risk Assessments, revising and improving the Method Statement, instructing Contractor’s personnel, issuing and using the appropriate tools as per the original tender, etc) will be for the Contractor’s account.

#### **5 Accountabilities and Responsibilities**

- 5.1 **“ CME Appointed Person”** – For every Permit-to-Work the Line Manager responsible for the CME Location will appoint a person, known as the “ CME Appointed Person”, with responsibility for the following:
- 5.1.1 To ensure that the local CME managers, supervisors and employees do not conduct activities that will affect the Occupational Safety of the Contractor personnel’s activities as under the authorised Permit-to-Work.
- 5.1.2 To ensure that the Contractor’s personnel are immediately informed if there is an operational condition that requires the Contractor’s work to be altered or the authorised Permit-to-Work to be withdrawn.
- 5.1.3 To respond to any safety related requests from the Contractor.
- 5.1.4 To allow work to start, as work may only be carried out with the permission of the “CME Appointed Person” who will arrange isolation of the plant for the purpose of work and will take any further operational precautions necessary to make the plant or work location safe.
- 5.2 **“Contractor’s Charge Person”** – For every Permit-to-Work the Contractor shall appoint a person, known as the “Contractor’s Charge Person”, with responsibility and accountability for the following:
- 5.2.1 To ensure the safety of all the Contractor’s personnel.
- 5.2.2 To ensure that the scope of work as authorised by the Permit-to-Work is executed according to any submissions and representations made by the Contractor under the Contract or under these Contractor Safety Regulations.
- 5.2.2.1 The “Contractor’s Charge Person” must be present at all times when work is being carried out by the Contractor’s personnel.

- 5.2.2.2 Where and when agreed with the "CME Appointed Person", the role of "Contractor's Charge Person" can be transferred to another competent person working for the Contractor.
- 5.2.3 To relay the instructions of the "CME Appointed Person" to the Contractor's personnel and for ensuring that these instructions are carried out.
- 5.2.4 To ensure that the scope of work is controlled, monitored and supervised to the extent that any Hazards and Risks can be identified and Risk Assessed and contained without resulting in an Accident, inclusive of hazards advised by the "CME Appointed Person".
- 5.2.4.1 Work must not commence until the Contractor's Charge Person has received a Permit-to-Work from the "CME Appointed Person" and until all required safety precautions have been taken by the Contractor.
- 5.2.5 To advise and inform the "CME Appointed Person" of any hazards that the Contractor's activities might pose to persons or to CME plant other than the Contractor's own personnel or plant.
- 5.3 **Communication** – Except by prior and mutual agreement or in cases of emergency, all communication on safety related issues must be between the "CME Appointed Person" and the "Contractor's Charge Person".
- 5.4 **Role of Client (Construction Regulations)** – Where work under the Contract is "construction work" under the Safety Health and Welfare at Work (Construction) Regulations SI 291 or 2013, the Client under this legislation is Iarnród Éireann, Connolly Station, Dublin 1. This Role is discharged through the Appointed Person (acting as agent or servant of Iarnród Éireann).
- 5.5 **Appointment of Project Supervisors (Construction Regulations)** - The Tender Stage Safety Form will specify whether the work involved is deemed "construction work" under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 or 2006 and will also specify whether the Contractor will be appointed as Project Supervisor Design Stage and/or Project Supervisor Construction Stage under the Contract.
- 5.5.1 Where the Contractor is appointed by Iarnród Éireann as Project Supervisor Design Stage and / or Project Supervisor Construction Stage, the Contractor shall nominate named competent individuals through which the Contractor's duties shall be discharged. These persons shall act as "agent or servant" of the Contractor. Unless otherwise agreed in writing, the duties of Project Supervisor Design Stage shall be discharged through the Contractor's Project Manager and the duties of Project Supervisor Construction Stage shall be discharged through the Contractor's Charge Person (Site Manager). Details of competence for these roles shall be included in the Tender.

## 6 Contractor "Safety Management" Submissions

- 6.1 **Purpose of the "Safety Management" submissions** – Every Contractor will, for every scope of work and against every Permit-to-Work issued, submit three copies of a "Safety Management" submission. The purpose of the submission is as follows:
- 6.1.1 For the Contractor to demonstrate to CME that the Contractor has a systematic approach to Safety Management on the contract.

- 6.1.2 For the Contractor to demonstrate exactly to what method the tasks are to be executed and to provide, where required, a certified opinion from a third party validating that the method is appropriate and safe.
- 6.1.3 For the Contractor to specifically show that Hazards and Risks associated with the scope of work is understood, assessed and that containments and precautionary actions are in place.
- 6.1.4 The purpose of the document does not require it to be either complicated or administratively expensive to produce. It needs to be concise and focussed.
- 6.2 **"Safety Management" submissions** – Any potential Contractor must submit a "Safety Management" submission in triplicate (i.e. three copies) to CME before that Contractor can be considered as a supplier of services.
- 6.2.1 The Line Manager is responsible for ensuring that the three submissions are managed as follows:
- 6.2.1.1 One copy must be sent to the Safety Manager CME for record keeping.
- 6.2.1.2 One copy must be available and displayed at the place of work for access by CME staff or his own staff during the period of the Permit-to-Work
- 6.2.1.3 One copy must be retained by the CME Location for record keeping.
- 6.2.2 The "Safety Management" submission can be made as part of the tendering process but need not be part of that tendering process. However, the submission must be made (and evaluated) before the Contractor is awarded the work or before the Contractor is allowed on CME premises.
- 6.2.3 Each of the three "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 6.2.4 **Written Safety Statement** – The Contractor will submit the current written and signed Safety Statement of his company which must identify the Contractor's process for managing Occupational Safety (should have similar mechanisms as CME-SMS-001), the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and the Contractor's person that will be responsible for Occupational Safety during the period of the Permit-to-Work.
- 6.2.4.1 It is not envisaged that the same Contractor submit several Safety Statements during a period of months. When a contractor executes a number of contracts or tasks over a period of several weeks or months it is practicable to have a single Safety Statement submission from the Contractor to cover all the work, on the condition that the Contractor must update the Contractor's Safety Statement as and when changes are made to it during the period in question.
- 6.2.4.2 On request, the Safety Statements of sub-Contractors must be available.
- 6.2.5 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:
- 6.2.5.1 A step-by-step explanation of how the scope of work is to be done with special reference at every step the safety considerations (should typically follow a recognised code of practice where available, e.g. use of PPE, safe use of tools and equipment, etc.). At tendering this may be generic, but these must be replaced with an actual description specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.5.2 An explanation of the procedures that will be followed to ensure the work will be carried out in a safe manner (e.g. procedure for the safe disposal of chemicals, etc.).

- 6.2.5.3 An explanation of the specific risk control measures (e.g. as per Risk Assessment) that will be active during the period of the Permit-to-Work and which will detect Hazards and Risks to safety (e.g. look-out for movements, etc.).
- 6.2.5.4 An explanation of how the Contractor will control the whole scope of work in order to ensure that the work is done safely and the provisions of the CME Permit-to-Work system will be adhered to and not breached,
- 6.2.5.5 A signed "**Competent Person Statement**" whereby a competent person acting on behalf of the Contractor certifies that the Method Statement is appropriate and safe. The details of the competent person's qualifications and right to certify the Method Statement must be provided.
- 6.2.5.5.1 The Line Manager must evaluate the scope of work and ensure that the Contractor provides a "Competent Person Statement" that is appropriate to the scope of work. For example, in the case of electrical rewiring work such a statement may be gained from a certified electrical engineer or an engineering certification body.
- 6.2.6 **Written and signed** (by the "Contractor's Charge Person") **Risk Assessments** that are task specific and specific to the environment where the contractor will be doing the work. At tendering these Risk Assessments may be generic, but these must be replaced with Risk Assessments specific to the actual work environment before a Permit-to-Work can be issued.
- 6.2.7 **Record of Competent Staff** - The Contractor shall ensure that trained, competent and medically/physically fit personnel that are properly certified are engaged to complete the scope of work as identified under the Permit-to-Work.
- 6.2.7.1 The Contractor shall provide evidence of procedures (e.g. medical examinations) and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.7.2 The Contractor shall submit details of how Contractor personnel will be managed during the duration of the Permit-to-Work. This will include a description of how changes in Contractor personnel will be notified to the CME.
- 6.2.8 **Personal Protective Equipment** - The Contractor shall describe in detail what PPE he will make available for his personnel and how that complies with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.9 **Contractor Emergency Procedures** - The Contractor shall describe how his team will respond to and manage any likely emergency as required in the Contractor Safety Regulations as attached in Appendix 1 of this Standard. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks (e.g. hanging from fall arrest system).
- 6.2.10 **Workplace Clean-up** - The Contractor shall describe how the work area will be cleaned up on completion of the work in accordance with the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
- 6.2.11 **Compliance with Contractor Safety Regulations as attached in Appendix 1 of this Standard** - The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations as attached in Appendix 1 of this Standard stating his compliance for the purposes of the Permit-to-Work.
- 6.3 **Preliminary Safety and Health Plan to be submitted** - Where the Contract scope includes work defined as "construction work" this document forms an element of the Preliminary Safety and Health Plan for those instances that such a Plan is required under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Other hazards and safety provisions will be advised by the CME prior to commencing work.

- 6.3.1 Any scope of construction work that, as a series of activities, presents a work environment as can be found on a construction site qualifies as "construction work" whatever CME Location it is at.

## 7 Specific Contractor provisions for Hazardous Work Activities

- 7.1 **Competence and Fitness for Work** – All Contractors' personnel shall be trained, competent and medically / physically fit to perform the duties assigned to them. Contractors should have procedures in place to ensure compliance with this requirement i.e. a pre-employment medical examination.
- 7.1.1 Prior to mobilising on site, the Contractor must submit a list of all staff (including those of sub contractors) that will be brought onto CME property. Where staff, other than those listed, are brought into the Works / Workshops/ Depots, their names must be notified to the CME Appointed Person and added to the list before they commence work.
- 7.1.2 Where the Contractor's staff are required to have Safety Awareness Scheme training (e.g. FAS Safe Pass Cards or a recognised equivalent), FETAC Construction Skills Certification (or a recognised equivalent) or other types of safety certification, details in writing must be provided to the "CME Appointed Person" prior to mobilising on site. Such details shall include the person's name, the type of training covered, the name of the certifying authority (e.g. FAS, CITB), the card/certificate registration number and card/certificate expiry date. In addition, the cards/certificates must be produced to the "CME Appointed Person" during the induction process.
- 7.1.3 If working on or near a running rail line contract staff should have a valid Personal Track Safety (PTS) Certificate for which they are required to be medically certified to hold. The standards for such medical certification are available from the CME who also issues the Certificates. The examination may be carried out by any qualified Medical Practitioner. It is the responsibility of the Contractor to have such medical examinations carried out for the certification process.
- 7.1.4 Contractors' personnel shall be informed of all hazards and given instruction in corresponding safe methods of work including the use of personal protective equipment.
- 7.1.5 All Contractors' personnel must have received training in manual handling within the previous three years.
- 7.1.6 Contractor's personnel carrying out construction work must be in possession of valid Safety Awareness Scheme Cards (FAS Safe Pass or a recognised equivalent). Where a Contractor's staff is involved in the installation, commissioning, Maintenance, repair or removal of mechanical, gas, compressed air, hydraulic, telecommunications and computer systems or similar services, A Safety Awareness Scheme Card is not required provided:
- 7.1.6.1 The person's home and place of work is normally outside Ireland.
- 7.1.6.2 The person does not work more than 20 working days on the project concerned in any 12 month period.
- 7.1.6.3 The Contractor provides a letter stating the work to be undertaken, the person's competence for this work and the start and anticipated finishing date for the person's work.
- 7.1.7 All personnel carrying out the following activities must be in possession of valid FETAC (Further Education and Training Awards Council) Construction Skills Cards or a recognised equivalent:
- 7.1.7.1 Basic Scaffolding
- 7.1.7.2 Advanced Scaffolding



- 7.1.7.3 Mobile tower scaffold – where the person is not already certified in basic of advanced scaffolding
- 7.1.7.4 Tower Crane Operation
- 7.1.7.5 Self-erecting tower crane operation – where the person is not already a tower crane operator
- 7.1.7.6 Slinging/signalling (required for anyone using an item of lifting gear attached to a lifting appliance in order to lift a load and also for persons directing lifting or reversing operations).
- 7.1.7.7 Telescopic handler operation.
- 7.1.7.8 Tractor/dozer operation.
- 7.1.7.9 Mobile crane operation
- 7.1.7.10 Crawler crane operation
- 7.1.7.11 Articulated dumper operation
- 7.1.7.12 Site dumper operation.
- 7.1.7.13 Site dumper operation
- 7.1.7.14 180° Excavator operation
- 7.1.7.15 Mini-digger operation – where the person is not already a 180° excavator operator
- 7.1.7.16 360° excavator operation
- 7.1.7.17 Roof and wall cladding/sheeting
- 7.1.7.18 Built up roof felting
- 7.1.7.19 Signing, lighting and guarding on roads
- 7.1.7.20 Locating underground services
- 7.1.7.21 Shotfiring
- 7.1.8 Trainees, who are not in possession of FETAC Construction Skills Certification Cards or a recognised equivalent, may work provided:
  - 7.1.8.1 Agreement in writing from the CME has been obtained for trainees to be engaged on work covered by the Contract
  - 7.1.8.2 The trainee is under the close personal supervision of a person who is in possession of the relevant card and
  - 7.1.8.3 The trainee has trainee identification and an associated training log book.
- 7.1.9 Trainee scaffolders shall be in a ratio of not more than one trainee to every one certified scaffolder.
- 7.1.10 Unless otherwise advised in writing by the CME, all certified scaffolders shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding” or a recognised equivalent.
- 7.1.11 A list of approved equivalents to the Safety Awareness Scheme and to FETAC Construction Skills Cards is available on the Health & Safety Authority website (e.g. at [www.hsa.ie](http://www.hsa.ie)).
- 7.1.12 The following shall also be covered by certified training to a recognised standard:
  - 7.1.12.1 Persons carrying out asbestos removal activities
  - 7.1.12.2 Persons operating mobile elevating work platforms
  - 7.1.12.3 Persons operating forklifts (ITSSAR accredited) and other similar plant.

- 7.1.12.4 Persons changing abrasive wheels on fixed and portable grinders
- 7.1.12.5 Persons undertaking first aid activities on site
- 7.1.12.6 Persons entering confined spaces
- 7.1.12.7 Persons using personal fall protection equipment
- 7.1.13 Contractors undertaking security duties shall be in possession of a valid Private Security Service Contractors Licence for the activity concerned, issued by the Private Security Authority in accordance with the Private Security Services Act 2004. In addition, any personnel employed by the Contractor on security duties shall be in possession of valid Private Service Employee Licence. Security personnel shall be in possession of valid Private Security Authority identification cards while on CME property.
  
- 7.2 **Safe Place of Work** - The Contractor shall ensure that the work location is safe for work and that safe means of access and egress are provided.
  
- 7.3 **Personal Protective Equipment** - Personal protective equipment appropriate to the risk shall be provided by Contractors and used by their personnel. Unless otherwise agreed with the "CME Appointed Person", this shall include as a minimum: overalls, safety helmet, safety footwear, gloves and ear protectors.
  - 7.3.1 Safety glasses to EN 166 Personal Eye Protection – Specifications, F standard (low energy impact) or higher shall be carried by all persons and worn in mandatory eye protection areas. Persons who normally wear corrective glasses shall wear safety glasses incorporating corrective lenses. Safety glasses are not a substitute for goggles or full face shields which are required for higher risk operations such as grinding and when using corrosive substances.
  - 7.3.2 Safety footwear must be worn at all times in the plant areas of the Works/ Workshops/Depots unless otherwise agreed with the "Iarnród Éireann Appointed Person".
  - 7.3.3 Other items of personal protective equipment shall be worn as required by risk assessment.
  - 7.3.4 Personal protective equipment is the last option for risk control and is only acceptable when all other options have been explored and are judged not reasonably practicable.
  
- 7.4 **Contractor's Emergency Procedures** - Contractors shall make provision for any likely emergency that could arise as a result of their activities. This shall include a method for raising the alarm with "CME Appointed Person" and/or emergency services, taking immediate action to mitigate the consequences of the emergency, and administering any specialist first aid treatment that may be required.
  - 7.4.1 Where work requires the use of personal fall protection equipment or where work is carried out in a confined space, the Contractor shall make provision for the rescue of personnel unless otherwise agreed in writing with the "CME Appointed Person". This shall include personnel trained in any necessary rescue techniques, the provision of rescue equipment and the provision of a written rescue plan.
  - 7.4.2 In addition, Contractors shall co-operate fully with the CME's emergency procedures. Contractors shall ensure that all personnel are familiar with their own and CME's emergency procedures.
  
- 7.5 **A clean work place** - The Contractor shall ensure that the work location is at all times clean and safe for any personnel, CME or the Contractor's own.

- 7.5.1 The Contractor shall, prior to completion of work, clean up, remove and dispose of safely and in an environmentally acceptable manner, all materials brought onto site and waste generated while on site. The work area shall be left in a clean condition to the satisfaction of the "CME Appointed Person".
- 7.5.2 Particular care must be taken during work to ensure that the area is kept as clean as possible, is free of tripping hazards and that no fire risk is created by a build up of combustible material or by contact of combustibles with possible sources of ignition. Under no circumstances shall fire points, emergency exits or emergency access be blocked.
- 7.6 **Work in the vicinity of Electrical Equipment** - Utmost care shall be taken where work is undertaken in the vicinity of switchgear, relays, control cabinets, cabling and similar equipment. Unauthorised interference with such equipment is strictly prohibited.
- 7.6.1 Work shall be conducted in a clean manner so as not to contaminate electrical equipment.
- 7.6.2 Unauthorised entry into switchgear rooms, relay rooms, computer rooms, control rooms and other locations containing electrical equipment is strictly prohibited.
- 7.7 **Work at Heights** - Where a person could fall a distance liable to cause personal injury from an unprotected edge during work, or while going to or from work, temporary means of safe access such as a scaffold, mobile elevating work platform, ladder, safety harness or some equivalent means must be used.
- 7.7.1 Ladders or safety harness should only be used where the provision of a scaffold, mobile elevating work platform or an equally safe means of access is shown by a specific written risk assessment to be impractical.
- 7.7.2 Persons working from mobile elevating platforms or involved in the erection or dismantling of scaffolds must wear a safety harness at all times, with the lanyard secured to a suitable anchor point in accordance with a written method statement.
- 7.7.3 Where a safety harness is required and the wearer is required to move position during the work activity, a double lanyard shall be used in order to ensure that the person is secured at all times. Safety harness may only be used where their use is justified by a written risk assessment and covered by a method statement. This shall include specific requirements for the type and length of lanyard required (e.g. fall restraints, fall arrest, double, etc).
- 7.7.4 A person may only carry out work from a ladder provided the work is of short duration and of such a nature that one hand is at all times free to secure a firm handhold or some other safe system of working from the ladder is employed. Not more than one person may work from a ladder at the same time. If the ladder is more than 3 meters long it must either be tied at the top, held at the bottom by a second person or secured by some other means to provide an equivalent level of safety.
- 7.7.5 Where overhead work places those below at risk from falling objects, access to the area below shall be delimited by means of proprietary steel fencing and warning signs unless a designated person is present at all times to enforce the exclusion zone. Such circumstances include lifting operations with cranes. The designated person shall hold FETAC Construction Skills Cards for Slings/Signalling or an equivalent recognised by FAS. The designated person shall be identified by means of high visibility jackets or a different colour to those worn by other site personnel.
- 7.7.6 Persons working on scaffolds, on open mesh grid platforms and in other locations from where small objects could fall on to persons below, shall use appropriate means to minimise the risk. This shall include the storage of materials in buckets/bins, the provision of suitable edge protection and minimising openings in platform surfaces through which objects could fall.

- 7.8 **Scaffolding** - Scaffolds constructed by the Contractor shall be in accordance with BS EN 12811-1: 2003 Temporary Works Equipment – Part 1 Scaffolds – Performance Requirements and General Design, or an equivalent code. An intermediate guard rail shall be fitted to all platforms.
- 7.8.1 Unless otherwise advised in writing by Iarnród Éireann, all scaffolds shall be regarded as “advanced scaffolds” as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. Persons engaged in the construction of such scaffolds shall hold FETAC Construction Skills Certification Cards for “advanced scaffolding”, or a recognised equivalent. All scaffolds requiring design calculations under BS EN 12811 – 1: 2003 shall be certified by a competent Chartered Engineer or equivalent (e.g. a degree qualified engineer with suitable experience).
- 7.8.2 System scaffolds shall be constructed in accordance with the manufacturer’s instructions except where these are being treated as “designed scaffolds”. In such cases the specific scaffolding design shall be approved in writing by a competent person. Copies of the manufacturers’ instructions for system scaffolds and drawings for “designed scaffolds” shall be held by those building the scaffolds and by the person inspecting the scaffold.
- 7.8.3 All scaffolders shall use safety harnesses with double lanyards while working above 1.5 meters unless an alternative is justified by a written risk assessment.
- 7.8.4 Permanent handrails shall not be used as load bearing supports for scaffolds.
- 7.8.5 All scaffolds with a working platform over 2 meters in height must be inspected by a competent person employed by the Contractor when first brought into use, following modification or exposure to bad weather, and within the previous seven days while in use. A written record of all inspections must be maintained by the contractor.
- 7.8.6 “Step-ups” (temporary platforms lower than 2 meters) shall be constructed to the same standard as scaffolds.
- 7.8.7 CME scaffolds shall be used by the Contractor only with the permission of the “CME Appointed Person”.
- 7.9 **Ladders** - All ladders must be to EN 131, Type 1 Industrial to BS 2037 (aluminium ladders), Type 1 Industrial to BS 1129 (wooden ladders), or equivalent. “Domestic type ladders are prohibited.
- 7.9.1 Ladders shall be marked with an identifying number and inspected at least every 3 months by a competent person with a written record made on the statutory WH 1 form or equivalent.
- 7.9.2 Aluminium ladders must not be brought into electrical compounds or used near electrical risks.
- 7.10 **Personal Fall Protection Equipment** - Personal fall protection equipment such as safety harnesses and lanyards shall be examined at least every 3 months by a competent person and a written record made on the statutory WH 1 form or an equivalent. In addition, personal fall protection equipment shall be inspected before use by the user and a written record made.
- 7.11 **Suspended Access Equipment** - Suspended access equipment shall comply with BS 5974 Code of Practice for Temporarily Installed Suspended Scaffolds and Access Equipment and with BS EN 1808 Safety Requirements on Suspended Access Equipment – Design Calculations, Stability Criteria, Construction – Tests.

- 7.12 **Confined Spaces** - A confined space is an enclosure where, by virtue of its enclosed nature, any of the following risks are reasonably foreseeable:
- 7.12.1 Loss of consciousness or asphyxiation arising from gas, fumes, vapour or the lack of oxygen.
  - 7.12.2 Drowning.
  - 7.12.3 Entrapment.
  - 7.12.4 Serious injury arising from an explosion or fire.
  - 7.12.5 Asphyxiation or entrapment by a free flowing solid.
  - 7.12.6 Loss of consciousness arising from an increase in body temperature.
  - 7.12.7 All tanks, condensers, de-aerators, pipes, culverts, bunkers, mills, fans, air heaters, boiler furnaces, boiler drums, ducts, chimneys, hoppers, grit arrestors, precipitators, penstocks, spiral casings, draught tubes and similar enclosures must be treated as confined spaces unless otherwise confirmed by the "CME Appointed Person".
  - 7.12.8 Prior to entry by Contractor's personnel into a confined space, the Contractor's Charge Person must consult with the "CME Appointed Person" who will arrange isolation of the plant concerned and will specify any further precautions necessary by means of a **Confined Space Entry Permit-to-Work**. The Contractor shall comply with all precautions specified.
- 7.13 **Hot Work** - Contractors shall notify the "CME Appointed Person" prior to carrying out welding, cutting, grinding, or any other activity involving a source of ignition. Where a fire risk exists, the "CME Appointed Person" will specify appropriate precautions to the Contractor and issue a **Hot Work Permit-to-Work**. Such precautions will include the provision of two persons at all times during hot work and a mandatory fire watch for at least an hour after completion of the hot work.
- 7.14 **Movement of Cranes, Tipper Trucks and Vehicles** - Vehicles entering the Works / Workshops /Depots must be in sound condition, loaded safely and must conform to the local speed limits. Vehicles shall be parked in authorised locations only.
- 7.14.1 Drivers must hold valid driving licenses for the classes of vehicles concerned.
  - 7.14.2 Where the Contractor requires bringing a crane, "Readymix" truck fitted with a conveyor, a tipper truck or a vehicle with a high load into the Works/Workshops/Depots, prior permission must be obtained from the "CME Appointed Person" in order to eliminate the risk of electrocution by contact with overhead power lines. Only routes and work locations that have been authorised by the "CME Appointed Person" shall be used.
- 7.15 **Removal of Machine Guards** - Machine guards must not be removed without the permission of the "CME Appointed Person". Any guards removed must be replaced on completion of the work and prior to the machine being made available for normal operation.
- 7.16 **Digging** - No digging or excavations by hand or machine shall be carried out without the prior agreement of the "CME Appointed Person". Where such work is authorised by the "CME Appointed Person", precautions must be taken to avoid causing damage to buried electrical cables, gas mains, fire water mains and other services. In addition, the risk of buried asbestos must be assessed in conjunction with the "CME Appointed Person".

- 7.16.1 The risk of collapse shall, where possible, always be eliminated by sloping the excavation sides to a suitable angle. Access to excavations shall be fenced off using proprietary steel mesh fencing and safety signs (plastic tape is not an acceptable alternative). Where vehicles are in use in the vicinity of the excavation, stop-logs shall be positioned to prevent vehicles from getting close to the excavation edge.
- 7.16.2 Where an excavation is over 1.2 meters in depth and a risk of the sides collapsing exists, the excavation must be inspected by a competent person before person/s first work in the excavation and within the previous seven days while in use. A record of all such inspections must be made on the statutory CR 9 form. Where such an excavation is more than 2 meters deep, an inspection must be carried out each day.
- 7.17 **Work in Areas of Inadequate Lighting** - Where existing lighting levels are inadequate for safe working, these shall be increased to a suitable level by the Contractor.
- 7.18 **Working in Areas of Bad Ventilation** - Where work can generate hazardous fumes or vapours, or result in a deficiency in oxygen, ventilation of the area affected must be increased until a safe breathing environment is created. Where ventilation is not reasonably practicable, fresh air hose breathing apparatus may be used.
- 7.19 **Working in High Noise Areas** - Where the Contractor's activities generate noise levels of 85 dB(A) or a peak sound pressure of 137 dB(C) in relation to 20  $\mu$  Pa, or greater than these levels, attempts must be made where practical, to reduce the noise level at source. In addition, access to the areas affected shall be limited and appropriate noise signs erected.
- 7.19.1 Where the noise level in the Works / Workshops / Depots is at or above 80 dB(A), or where the peak sound pressure level is 135 dB(C) in relation to 20  $\mu$  Pa, the Contractor shall issue ear protectors to all his affected personnel.
- 7.19.2 Wearing of ear protectors is mandatory where noise levels are 85 dB(A) or above.
- 7.20 **Work with Hazardous Substances** - The Contractor's Charge Person must advise the "CME Appointed Person" of all hazardous substances intended for use and advise on any hazards posed to CME personnel or plant. Safety Data Sheets must be provided by the Contractor for all hazardous substances and appropriate precautions put in place, based on risk assessment to ensure the safety of those who could be affected by their use.
- 7.20.1 Occupational exposure levels shall not exceed those set down in the latest HSA Code for the Chemical Agents Act 2008, No 13 or the relevant Safety Data Sheet (whichever is lower).
- 7.20.2 Flammable, explosive and toxic substances may only be brought into the station with the permission of the "CME Appointed Person". All such material must be stored safely in an agreed location. The Contractor shall ensure that only minimum quantities are stored at any one time. The Contractor shall erect a suitable fire or explosion risk warning sign at the storage location.
- 7.20.3 Asbestos and products containing asbestos are prohibited. Where plant or equipment within the Contractor's scope of supply is being installed, the Contractor shall demonstrate by means of a design risk assessment or some similar means that the equipment is asbestos free.
- 7.20.4 Category 1, 2 or 3 Carcinogens may only be used subject to the following conditions:
- 7.20.4.1 Written approval has been obtained from the "CME Appointed Person".

- 7.20.4.2 A job specific written assessment indicates that there is no safer alternative.
  - 7.20.4.3 A job specific written method statement for the substance concerned, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor.
  - 7.20.4.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeded the appropriate Occupational Exposure Limit, by use of sealed systems or other engineering controls.
- 7.21 **Work with Asbestos, general precautions** - Asbestos is classified as toxic and as a Category 1 Carcinogen. Inhalation of asbestos fibres may cause cancer.
- 7.21.1 The use of asbestos products for new applications is banned under Irish Safety Legislation. Products containing asbestos shall not be brought on to Iarnród Éireann sites.
  - 7.21.2 Old asbestos products can exist in a number of possible forms, for example:
    - 7.21.2.1 Asbestos insulation.
    - 7.21.2.2 Sprayed asbestos (e.g. on structural steelwork).
    - 7.21.2.3 Asbestos insulation board.
    - 7.21.2.4 Roofing felt containing asbestos.
    - 7.21.2.5 Asbestos coatings to metal wall cladding
    - 7.21.2.6 Asbestos cement products such as corrugated sheeting and pipes.
    - 7.21.2.7 Asbestos floor tiles, roof tiles and ceiling tiles.
    - 7.21.2.8 Buried asbestos waste.
    - 7.21.2.9 Asbestos joints/gaskets on pipe work flanges, pumps, compressors, internal combustion engines and similar equipment.
    - 7.21.2.10 Asbestos packing on valves and pump glands.
    - 7.21.2.11 Asbestos brake lining on vehicles.
    - 7.21.2.12 Asbestos arc chutes on high voltage switchgear
  - 7.21.3 Where asbestos in any form is suspected or is encountered during work, all activities directly connected with this work must cease immediately and the "CME Appointed Person" must be informed. The "CME Appointed Person" will assess the type and form of asbestos involved. Where small quantities of asbestos gaskets, rope, valve packing, gland packing, floor tiles, roof tiles (but not ceiling tiles), asbestos cement products and similar lower risk asbestos products are involved, work may be permitted subject to the following:
    - 7.21.3.1 A job specific written risk assessment shall be carried out and signed off by the Contractor's Charge Person. In addition a job specific Plan of Work (method statement) shall be produced. These shall be submitted to the "CME Appointed Person" for review. The Contractor's Charge Person and the Contractor's staff must be competent to carry out the work concerned.
    - 7.21.3.2 Written authorisation to proceed shall be received from the "Iarnród Éireann Appointed Person".
    - 7.21.3.3 Personnel involved shall be clean shaven (to allow proper fitting of a dust mask) and trained by the Contractor in the safe work methods required.
    - 7.21.3.4 Where possible, work shall be carried out in a well ventilated or outdoor location. Adequate lighting must be provided.

- 7.21.3.5 The work area shall be cordoned off by means of barriers approx. 3 meters back from the immediate work site. In addition, warning signs stating "Caution – Asbestos Work – No Unauthorised Entry – No Smoking, Eating or Drinking – Respiratory Protection must be worn" shall be placed at the barriers.
  - 7.21.3.6 A white Tyvek boilersuit with hood and shoe overalls shall be worn by all personnel involved in the work. Persons entering the cordoned-off work area but not carrying out work may wear their standard work clothing.
  - 7.21.3.7 A dust mask to EN 149 type FFP3 or a higher standard (depending on the risk assessment) shall be worn by all personnel entering the cordoned-off work area. The Tyvek boilersuit hood shall be worn over the elastic straps of the dust mask.
  - 7.21.3.8 A polythene sheet shall be placed under the work area in order to catch any asbestos debris. The polythene sheet shall be secured in position by duct tape or a similar method.
  - 7.21.3.9 The asbestos products and the surrounding area shall be thoroughly dampened using a suitable wetting agent (e.g. water /PVA or a water/detergent solution). As work progresses, application of the wetting agent shall continue as required.
  - 7.21.3.10 Hand tools only shall be used, never power tools or working techniques that generate dust. "Shadow vacuuming" techniques shall be used at the workface where this facilitates more effective recovery of small asbestos debris.
  - 7.21.3.11 Smoking, eating and drinking shall be prohibited during the working process and until personnel have changed out of their personal protective equipment, moved out of the work area and taken appropriate hygiene precautions (washed hands etc.).
  - 7.21.3.12 Further advice shall be sought from the "CME Appointed Person" if the asbestos material is in a disintegrating condition.
  - 7.21.3.13 Asbestos material shall be placed into a zip-lock plastic bag and then this bag shall be placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The asbestos waste sack must be kept under lock and key when not in immediate use.
  - 7.21.3.14 When work is finished, the work area shall be cleaned thoroughly. Where a vacuum cleaner is used, this shall be a Type H to BS 5415 fitted with a high efficiency particulate arrester (HEPA) filter. It shall have a test certificate from a competent person issued within the previous six months. Wet rags shall be used to wipe down surfaces, work equipment, etc.
  - 7.21.3.15 Before leaving the work area, persons involved in the work shall vacuum down their disposable white Tyvek boilersuit and footwear to remove any traces of asbestos. This personal protective equipment shall be removed before the person moves outside the work area.
  - 7.21.3.16 When work is finished, the white Tyvek boilersuit, shoe coveralls, the person's dust mask and any wet rags used for clean-up, shall be placed into a zip-lock plastic bag and then this bag placed into a proprietary asbestos waste sack (red inner bag, clear outer bag). The disposal of all asbestos waste shall be agreed with the "CME Appointed Person".
  - 7.21.3.17 Advise the "CME Appointed Person" that the work is complete and request him/her to carry out a visual inspection of the location to ensure that asbestos debris has been removed and the area is safe for normal access. This inspection will consider the need for a job specific Asbestos Clearance Certificate based on air monitoring. It will take account of any unexpected factors that may have arisen during the course of the work. In any event, this inspection will be based on the results of air monitoring test carried out for previous similar work. A record of this inspection must be kept.
  - 7.21.3.18 Finally, the warning signs and barriers shall be removed.
- 7.21.4 The above control measures may be modified for specific circumstances where this is supported by a job specific written risk assessment produced by a competent person.



These shall be submitted to the "CME Appointed Person" for review prior to any modified work method being implemented.

- 7.22 **Specialist Asbestos Removal Operations** - Work involving the removal of asbestos insulation, sprayed (limpet) asbestos, asbestos insulation board, asbestos ceiling tiles and similar higher risk asbestos products, involves a "particular risk" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 or 2006. The Construction Regulations SI 504 shall apply in full. Work with higher risk asbestos products can result in airborne fibre levels reaching or exceeding the Exposure Limit Value of 0.1 fibres/ml. Strict precautions must therefore be observed in compliance with the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Such work shall be carried out by specialist asbestos removal Contractors only and in accordance with the following provisions:
- 7.22.1 The Contractor shall act as the "designer" as defined by the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. A competent person employed by the Contractor shall produce a job specific written risk assessment and a detailed Plan of Work. Both of these documents shall be signed-off by the competent person and shall be submitted to the "CME Appointed Person" for review prior to work commencing. As a minimum, these shall explicitly cover the type and form of asbestos involved, air sampling, the anticipated exposure level, the competence of persons carrying out the work, the work techniques involved, requirements for delimiting the work area, the respiratory protective equipment required, the personal protective equipment required and waste disposal considerations.
- 7.22.2 The Contractor shall submit a notification of the intended work along with a copy of the Plan of Work to the Health and Safety Authority 14 days before work commences as required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 or 2006. Where a significant change to the work occurs, a revised notification must be re-submitted by the Contractor to the Health and Safety Authority.
- 7.22.3 All the persons involved in the work shall be trained in the work methods involved and be certified in writing by the Contractor as being competent. In addition they shall have valid medical certificates for asbestos removal, be clean shaven (to allow the proper fitting of respiratory protective equipment) and have "face fit" certificates for their individual respiratory protective equipment.
- 7.22.4 Access to the work site shall be cordoned-off by enclosures/barriers and warning signs in accordance with the Contractor's Plan of Work.
- 7.22.5 If tenting is required, it shall be made from impermeable flame-retardant sheeting and kept under negative pressure. Viewing panels shall be provided to facilitate monitoring of work activities by persons outside the enclosure. Where large scale asbestos removal is required, it is permissible to use the building as the enclosure, provided the building itself is suitably sealed. The enclosure shall be subjected to a smoke test and certified in writing by a competent person, before asbestos removal work commences. A differential pressure meter shall be provided at a suitable location to facilitate checking of the negative pressure condition in the enclosure. Enclosures and hygiene facilities shall meet the requirements of UK Health and Safety Executive Guidance Notes EH 47 *The Provision, Use and Maintenance of Hygiene Facilities for Work with Asbestos Insulation, Asbestos Coatings and Asbestos Insulation Board* and EH 51 *Enclosures Provided for Work with Asbestos Insulation, Coatings and Insulation Board*.
- 7.22.6 The number of persons inside the asbestos working area shall be kept to a minimum. A written record shall be maintained of the name, date and time for all persons entering and leaving the work area.

- 7.22.7 Smoking and the consumption of food and drink shall be prohibited in the work area and until such times as personnel have washed up and changed into their normal clothes.
- 7.22.8 Where burning methods are being used to remove plating in order to get at asbestos, respiratory protective equipment used shall be suitable for lead paint as well as asbestos.
- 7.22.9 Before asbestos removal work starts, all unnecessary movable items shall be cleared from the vicinity of the operation and the site shall be thoroughly cleaned with a Type H vacuum cleaner to BS 5415 equipment with a high efficiency particulate arrester (HEP A) filter. Following this, the work site floor and adjacent plant shall be covered and sealed as far as practicable with impermeable sheeting
- 7.22.10 Airborne asbestos fibres shall be reduced to as low a level as is technically possible. Techniques such as water injection, dampening down the work surface, the use of wetting agents, wrap and cut methods, glove bag techniques and shadow vacuuming shall be used where appropriate. Power tools, hammers, chisels or other percussive techniques shall not be used as these liberate dust.
- 7.22.11 Asbestos cement products such as sheeting shall be removed intact, by cutting bolts and fasteners. Structures containing asbestos products shall not be collapsed unless a job specific risk assessment, approved by the "CME Appointed Person", proves that the removal of asbestos with the structure still standing would present an insurmountable risk.
- 7.22.12 An occupational Exposure Limit Value for airborne asbestos of 0.1 fibres/ml. (8 hour weighted average) shall apply to all types of asbestos (white, blue and brown). Work methods shall be designed to ensure that the fibre count in the work area never exceeds 2 fibres/ml. (8 hour weighted average).
- 7.22.13 Power assisted respiratory protective equipment, conforming to EN 12942 type TM3 full face mask and P3 filter, or a higher standard shall be used by all personnel within the work area. Respiratory protective equipment shall be visually inspected and subjected to an air flow test on each occasion before entering the work areas. Written inspection records must be maintained. These shall be made available to the "CME Appointed Person". Other personal protective equipment shall be used in accordance with the written risk assessment.
- 7.22.14 Static and personal air sampling shall be conducted within the work area. Unless explicitly excluded from the Contract scope, air sampling shall be carried out by a competent person engaged by the Contractor and copies of the results shall be given to the "CME Appointed Person". Analysis of air samples shall be an approved laboratory. If the Contract scope excludes air sampling, this will be provided by the CME and copies of the results will be given to the Contractor.
- 7.22.15 Separate facilities for washing-up and changing clothes shall be provided. Protective clothing used in asbestos removal shall be removed from the work location. These shall be in properly marked plastic bags and either washed by an approved method or treated as asbestos waste. Dust or debris which gets onto clothing shall be removed by vacuum cleaning or an approved washing method, NOT BY SHAKING.
- 7.22.16 On completion of work, the cordoned-off area and plant within shall be thoroughly cleaned using a Type H vacuum cleaner to BS 5415 fitted with a high efficiency particle arrester (HEP A) filter. Where sprayed asbestos has been removed, the surface to which it was attached shall be thoroughly cleaned before further work is started.
- 7.22.17 When the contractor is satisfied that the asbestos removal work has been completed to the required standard, he shall inform the "CME Appointed Person" who will arrange for an asbestos clearance test to be carried out. The clearance standard required by the Contractor is for all the required asbestos to have been removed and for an airborne fibre count of less than 0.01 fibres/ml.

- 7.22.18 All asbestos containing materials that have been removed, including used filters from vacuum cleaners and respiratory protective equipment filters shall be placed into approved double asbestos waste bags (inner red bag, outer clear bag). Where an asbestos item is too large to fit into the asbestos bag it may be double wrapped in polythene, sealed and labelled asbestos waste with the appropriate warnings. The Contractor shall be responsible for disposal of asbestos waste unless this is specifically excluded from the Contract scope in writing. Where waste disposal forms part of the Contract, disposal arrangements in accordance with Irish Legislation, must be confirmed in writing to the "CME Appointed Person" before the material concerned leaves the CME site. Proof of transport to and disposal in a licensed hazardous waste facility in accordance with Irish Legislation shall be provided in writing to the "CME Appointed Person" as soon as the documentation is completed
- 7.22.19 The Contractor shall arrange for health monitoring for his staff and shall maintain the Occupational Health Register and Individual Medical Records required by the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations SI 386 of 2006.
- 7.22.20 Valid test certificates shall be provided to the Station Appointed Person for all air filtration equipment, ventilation equipment, respiratory protective equipment and for BS 5415 Type H vacuum cleaners.
- 7.22.21 These are the minimum safety requirements applying to asbestos removal. Further requirements may be specified as part of the Iarnród Éireann Specification or may be deemed necessary by the Contractor following risk assessment.
- 7.22.22 Some aspects of these control measures may also apply to the removal of larger amounts of asbestos cement products (e.g. corrugated sheeting), asbestos floor tiles, asbestos roof tiles and similar lower risk asbestos products. For such removal work, the Contractor shall be the designer under the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006. The specific safety requirements shall be determined by job specific written risk assessment and incorporated into a Plan of Work.
- 7.22.23 Asbestos removal work shall not commence until an **Asbestos Removal Permit-to-Work** has been issued by the "CME Appointed Person".
- 7.23 **Work with Refractory Ceramic Fibre** - Refractory Ceramic Fibre is toxic and is classified as a Category 2 Carcinogen. Inhalation of Refractory Ceramic Fibres may cause cancer. This material may only be used subject to the following conditions:
- 7.23.1 Written approval has been obtained from the "CME Appointed Person".
- 7.23.2 A written risk assessment indicates that there is no safer alternative.
- 7.23.3 A Job Specific written method statement, based on risk assessment, has been drawn up and approved by a competent person employed by the Contractor. This shall include provisions for waste disposal.
- 7.23.4 The exposure to personnel has been reduced to a level that is as low as is technically possible, and never exceeding the appropriate Occupational Exposure Limit, by the use of sealed systems or other engineering controls.
- 7.23.5 Appropriate safety signs or tags are fixed to the points where the material is installed.
- 7.23.6 **Safety of Work Equipment** - Under the Safety Health and Welfare at Work (General Application) (Amendment) Regulations SI 188 of 2001, all work equipment liable to deterioration in services, where such deterioration can affect safety, shall be inspected at regular intervals and be maintained in a safe condition.

- 7.23.6.1 Examples of such work equipment include portable electrical tools, portable air tools, ladders, portable grinders, welding equipment, compressors, high pressure hoses, vehicles and safety harnesses. Upon request, inspection records for work equipment shall be made available to the "CME Appointed Person".
- 7.24 Portable Electrical Tools - The work area shall, in the context of using portable electrical tools, be defined as a work of engineering construction. The relevant provisions of Part VIII of the Safety, Health and Welfare at Work (General Application) Regulations SI 44 of 1993 shall therefore apply:
- 7.24.1 Portable tools with a rating below 2kV A shall be at a voltage not exceeding 125 V ac.
- 7.24.2 Hand lamps shall be at a voltage not exceeding 25 V ac.
- 7.24.3 Transformers supplying 125 V ac shall be of the double wound type with the centre point of the lower voltage earthed.
- 7.24.4 Supplies at voltages exceeding 125 V AC shall be protected by one or more residual current having a tripping current not exceeding 30 mA. Cables carrying voltages exceeding 125 V ac shall be of the steel wire armoured type (e.g. Sylflex).
- 7.24.5 In addition, all portable electrical tools with a rating below 2 kVA shall be of the Class II (double insulated) type unless otherwise agreed with the "Iarnród Éireann CME Appointed Person".
- 7.25 **Electrical Welding Equipment** – Electric welding equipment must be in a safe working condition, in particular:
- 7.25.1 Welding leads and return cables must be of adequate cross section with continuous insulation over their entire length.
- 7.25.2 Joints between cable sections must be by means of proprietary shrouded insulated cable couplings.
- 7.25.3 The welding return cable must be connected to the work piece by means of a proprietary clamp. The welding return must not be made by connecting to steelwork or by any path other than the proper welding return lead.
- 7.25.4 The welding set itself must be earthed through the main supply cable.
- 7.25.5 Welding set main supply cables must be armoured.
- 7.25.6 The main point of electrical supply must be fitted with a switch.
- 7.26 **Gas Welding and Cutting Equipment** - Gas welding/cutting equipment must be in safe working condition, in particular:
- 7.26.1 Hoses must be in good condition, correctly colour coded and free from cracks and other defects.
- 7.26.2 Hoses must be connected to fittings by proprietary "one shot" type clips: "jubilee clips" are prohibited.
- 7.26.3 Oxygen and acetylene hoses must be fitted with check-valves and flash-back arrestors.
- 7.26.4 Oxygen regulators must be rated for an inlet pressure of at least 230 Bar.
- 7.26.5 Cylinders must be fitted with knobs or keys to allow outlet valve to be turned off in an emergency.

- 7.26.6 Gas cylinders must be stored, transported and used in an upright position and secured against falling.
- 7.26.7 When equipment is not in immediate use, cylinder valves must be closed and hoses tidied away.
- 7.27 **Lifting Equipment** - All lifting appliances such as cranes, winches, hoists, chain blocks, forklifts and mobile elevating work platforms and lifting gear must have current statutory certificates signed by a competent person. Such certificates shall be made available to the "CME Appointed Person".
- 7.27.1 Where "construction work" as defined by the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006 is carried out:
- 7.27.1.1 Cranes and winches must have been tested and examined by a competent person once in the previous year (or after first assembly on site where applicable) and a record kept on the appropriate statutory form CR3 or CR4 as appropriate.
- 7.27.1.2 All lifting appliances such as cranes, winches, hoists, forklifts and mobile elevating work platforms, must be inspected by the driver/operator (if competent to do so), or by some other competent person once every 7 days. A written record of the inspection must be kept on the appropriate statutory form CR 4 B.
- 7.28 **Pressure Vessels** - All steam and air receivers shall have current statutory inspection certificates signed by a competent person. Such certificates shall be made available to the "Iarnród Éireann Appointed Person".

**End of Appendix.**

## Appendix 2: Contractor Safety Induction



### Contractor Safety Induction

<b>Contractor</b>		<b>Contractor's Representative in charge Contact No.</b>	
<b>Contractor's Employee Name</b>			
<b>Permit to Work No.:</b>		<b>Location of Work:</b>	
<b>Scope of Work</b>			

**Briefing:** Tick applicable box to indicate contractor has been briefed, understands briefing and meets requirements.

<b>1. General Safety Rules (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>2. Evacuation Plan (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>3. Emergency Control Plans (Posted at Safety Station)</b>	<input type="checkbox"/> Yes	
<b>4. First Aid</b>	<input type="checkbox"/> Yes	
<b>5. How to report an Accident or Incident (CME-SMS-007)</b>	<input type="checkbox"/> Yes	
<b>6. Local Hazards (specify)</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>7. Trackside Safety:</b>	a) Is PTS required <input type="checkbox"/> Yes <input type="checkbox"/> No	b) Is PTS up to date <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>8. Safe Pass (if required)</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>9. PPE</b>	a) Safety Glasses <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) Footwear <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) High Viz. Vest <input type="checkbox"/> Yes <input type="checkbox"/> N/A	d) Bump Hat <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	e) Other (specific for job) <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>10. Housekeeping &amp; clean up procedures</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>11. Waste removal procedures</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>12. No smoking policy</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>13. Mobile Phone Usage</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>14. Site Access/egress</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>15. Sign in/Sign out</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>16. Introduction to</b>	a) Duty Manager/Supervisor <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) First Aider <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) Safety Representative <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>17. Local traffic rules and parking:</b>	Transport brought on site Vehicle _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>18. Environment</b>	a) Drainage / Interceptor Locations <input type="checkbox"/> Yes <input type="checkbox"/> N/A	b) Location of Spill Kits <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	c) Waste Management Procedure (Quality Station) <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
<b>In the event of a spillage contact IE Appointed Person and arrange for spill kit to be used. NO LIQUIDS to be disposed of in any drainage without prior consent of Safety &amp; Facilities Officer. NO ON-SITE DISPOSAL OF HAZARDOUS WASTE (oils, lubricants, paints, solvents, detergents, cleaners, etc.)</b>		

I confirm that I have received a briefing on the items ticked above and that I am clear on the procedures to be followed.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Contractor's Representative)

I confirm that I have briefed the above named person and I am satisfied that he/she has a clear understanding of the points covered.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
(I.E Appointed Person)

**Appendix 3: PRO-FORMA METHOD STATEMENT**

**NOTE: This document is for guidance purposes only, the content, detail, layout and any additional information required remain the responsibility of the permit applicant/contractor.**

**PRO-FORMA METHOD STATEMENT****Job Title & Contractor Name**

To include job description, sub-contractors details and related drawing numbers.

**Job Location**

Outline exact location of works.

**Commencement & Completion Dates** Give expected commencement date/time. Give expected completion date/time.

**Note.** Method Statements (including site specific risk assessments) must be submitted prior to the work commencement date to ensure effective review.

**Scope of Works**

Contractors are required to outline the full extent of the Works. Contractors are required to demonstrate their understanding of the complexity and extent of the works and whether other contractors or IE are affected by the scope of works outlined.

**Sequence of Works**

Provide detailed sequence of works and how works will be coordinated. Include details of supervision and sub-contractors used. Include details of supervisory and co-ordination arrangements between contractors during the works.

## Environmental Impact

Provide details of any potential environmental impact related to the works. Clearly outline what the risks are and how they will be controlled in order to safeguard the following as applicable;

- Impact to water courses and drainage systems
- Impact to soil
- Impact to flora and fauna
- Impact to air

The above considerations should be given to all aspects of the work including disposal routes required for the removal of hazardous and non-hazardous wastes from site and the potential impact on public routes used by site plant.

Provide a list of chemicals to be brought on site and their applicable MSDS sheets.

Applicable emergency response details and arrangements will be required when deemed necessary.

## Plant & Equipment and Certification Required

Identify all plant and equipment to be utilised in the scope of works. Provide statutory certification for all applicable Plant/Equipment i.e. cranes, lifting tackle, etc.

Staff Name	• Company	Certification

## Staff Involved and Certification Required

Give Names and contact numbers for on site supervisors and outline who will oversee the works. Provide full details of all personnel involved i.e. name, trade, etc, on the project and provide all training certification relevant to each employee e.g. Safe Pass/CSCS/PTS etc. NB: All staff certification to be submitted prior to commencement of works.

Staff Name	• Company	Certification



## Access and Egress Points

Outline Access and Egress points for both plant and staff. Where access routes are shared with IE plant and staff the contractor is responsible to ensure segregation and signage is in place.

### Interface (Railway, Public and Other Works) Railway

- Identify whether works will impact on the railway. State what control measures are in place for work on or near the rail line.
- Provide details of IE supervision during works. Public
- State if public interface is envisaged e.g. accessing plant/materials or work within public areas.
  - State whether exclusion zones shall be established and banks men provided to co-ordinate delivery with right of way given to the public at all times.
- Include all arrangements being instigated to protect the public from the construction activity.

### Other Works

- Identify whether other contractors are working close to or within the works.
- State what arrangements are in place where there is an interaction with other works on site.

## Authorisations/Permits

Provide details of Authorizations or Permits required to carry out the work e.g. Confined Space Entry, Work at Heights, Excavation, Asbestos removal, Prof of Isolation, Hot Work permits etc.

## Hazard Identification/Required Controls & PPE Requirements

A detailed hazard identification and risk assessment specific to the works being carried out must be conducted and control measures require to eliminate/reduce risk must be included. NO GENERIC DOCUMENTATION.

Identify all hazards and control measures relating to the works as outlined below.

### For your information:

Inchicore Works is a heavy engineering site with many hazards. The items listed below are to be considered as part of your submission (this list is not exhaustive):

- Train Movements
- Live Railway Lines
- Forklift movements
- Heavy Goods Vehicle Movement
- Parking restrictions

- Pedestrians have the right of way
- Speed restriction of 15kMh
- Level Crossings

Inside Workshops:

- Open Pits
- Overhead Cranes
- Interaction with IE Staff
- Forklift movements
- Areas of limited clearance

**Emergency Procedures**

Give specific details of who should be contacted during an emergency and how e.g. site security, contractor person in charge, IE person in charge.

In Inchicore Works, in case of Emergency dial 01 703 3999 or ext 3999. State your name; location and emergency service required and your contact number-do not dial 999 directly

**As works progress, emergency routes shall change. These must be identified and briefed to all staff involved in these works.**

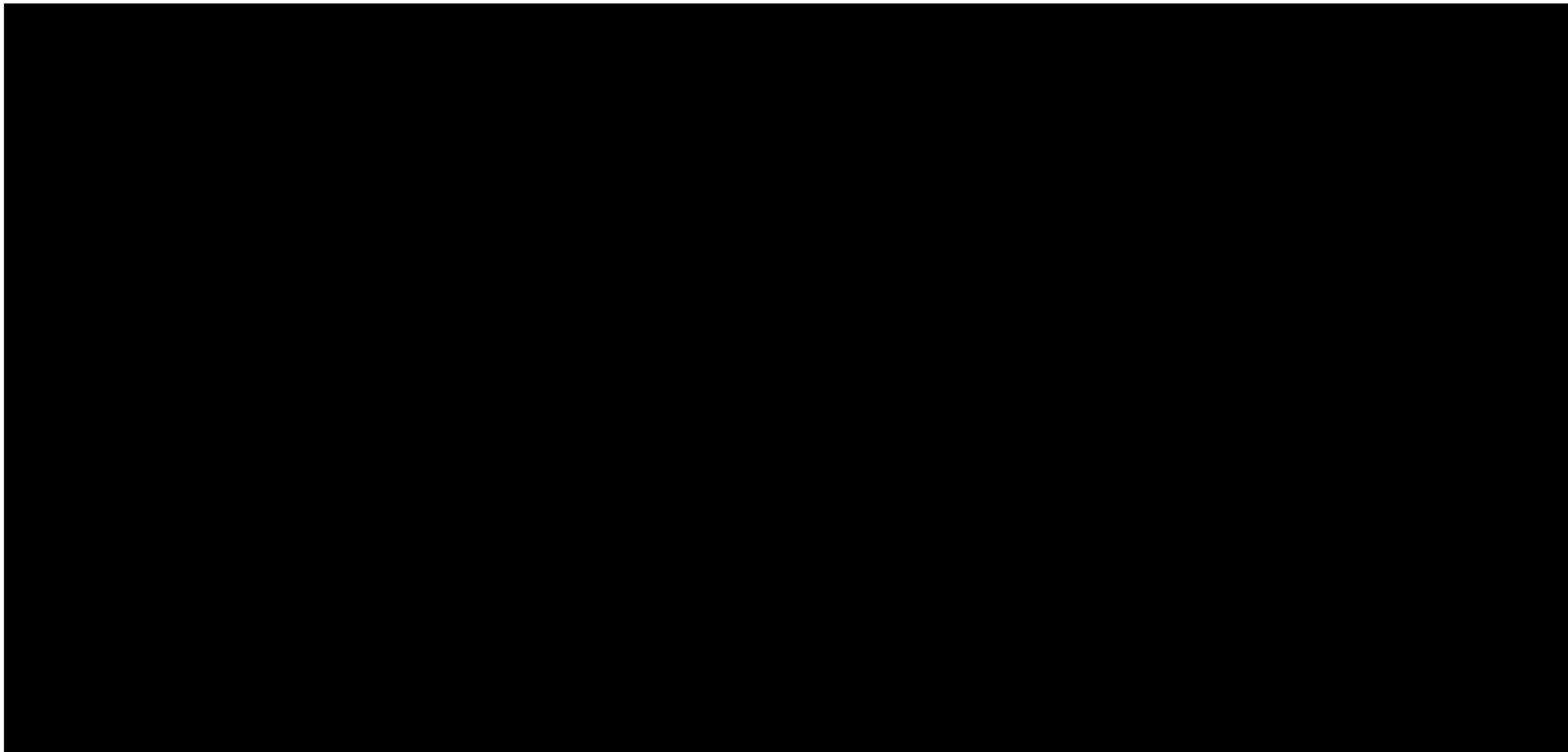
**Note;** This Method Statement pro-forma contains a non-exhaustive list of headings. It is suggested that all Method Statements are to be submitted as per Pro forma. Where appropriate, the contractor should input additional headings to include more detail in relation to how the task will be carried out.

**Briefing Arrangements**

**All staff involved in these works must be briefed on this Method Statement  
The nominated person responsible for briefing this Method Statement is**

Name	Company	Function

***I, the above signed have been briefed on the attached Method Statement and agree to carry out my work according to its content.***



**From:** [IE RFQ](#)  
**Cc:** [Conway Anthony](#)  
**Bcc:** [REDACTED]  
**Subject:** RFQ\_14461 CCTV Fairview DART- Time  
**Date:** Monday 18 November 2019 12:08:49  
**Attachments:** [image001.png](#)  
[Contractors and Permit-to-Work System.pdf](#)  
[DART Internal Complete.pdf](#)  
[Fairview DART depot cctv.pdf](#)  
[New sidings complete.pdf](#)  
[North yard lower complete.pdf](#)  
[North yard upper complete.pdf](#)  
[South yard complete.pdf](#)  
[DART CCTV UPGRADE.docx](#)  
[Pricing Document.xlsx](#)

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Apologies the site meeting time should be 10:30.

A mandatory site visit is to be held on Wednesday 20<sup>th</sup> November 2019 at 10:30 meeting at Fairview Station. Any changes to spec will be agreed at site meeting and all attendees given finalised spec.

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**From:** IE RFQ

**Sent:** 18 November 2019 09:52

**Cc:** Conway Anthony <[Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie)>

**Subject:** RFQ\_14461 CCTV Fairview DART

Iarnród Éireann invites you to submit a quotation for the below.

Fairview DART depot require the supply, installation and certification of a networked CCTV system for the depot.

Cost must include the breakdown and disposal of the existing CCTV system.

Specification is attached.

A mandatory site visit is to be held on Wednesday 20<sup>th</sup> November 2019 at meeting at Fairview Station. Any changes to spec will be agreed at site meeting and all attendees given finalised spec.

Fairview DART depot require the supply, installation and certification of a networked CCTV system for the depot.

Cost must include the breakdown and disposal of the existing CCTV system.

Specification is attached.

Please quote all prices in Euro excl VAT. Please advise the VAT rate(s).

A valid Permit is required before this work commences (See attached document).

I would be obliged if you would let me know if you intend to quote for this requirement.

Quotations to be **only** sent to [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie) by 12:00 noon on 25/11/2019 referencing

**RFQ\_14461** in the subject line of your email.

**Note: Quotations sent to any other address will not be considered and will be deleted.**

Questions can be sent directly to [Anthony.Conway@irishrail.ie](mailto:Anthony.Conway@irishrail.ie) , cc [RFQ@irishrail.ie](mailto:RFQ@irishrail.ie)

Regards

Karen Conroy

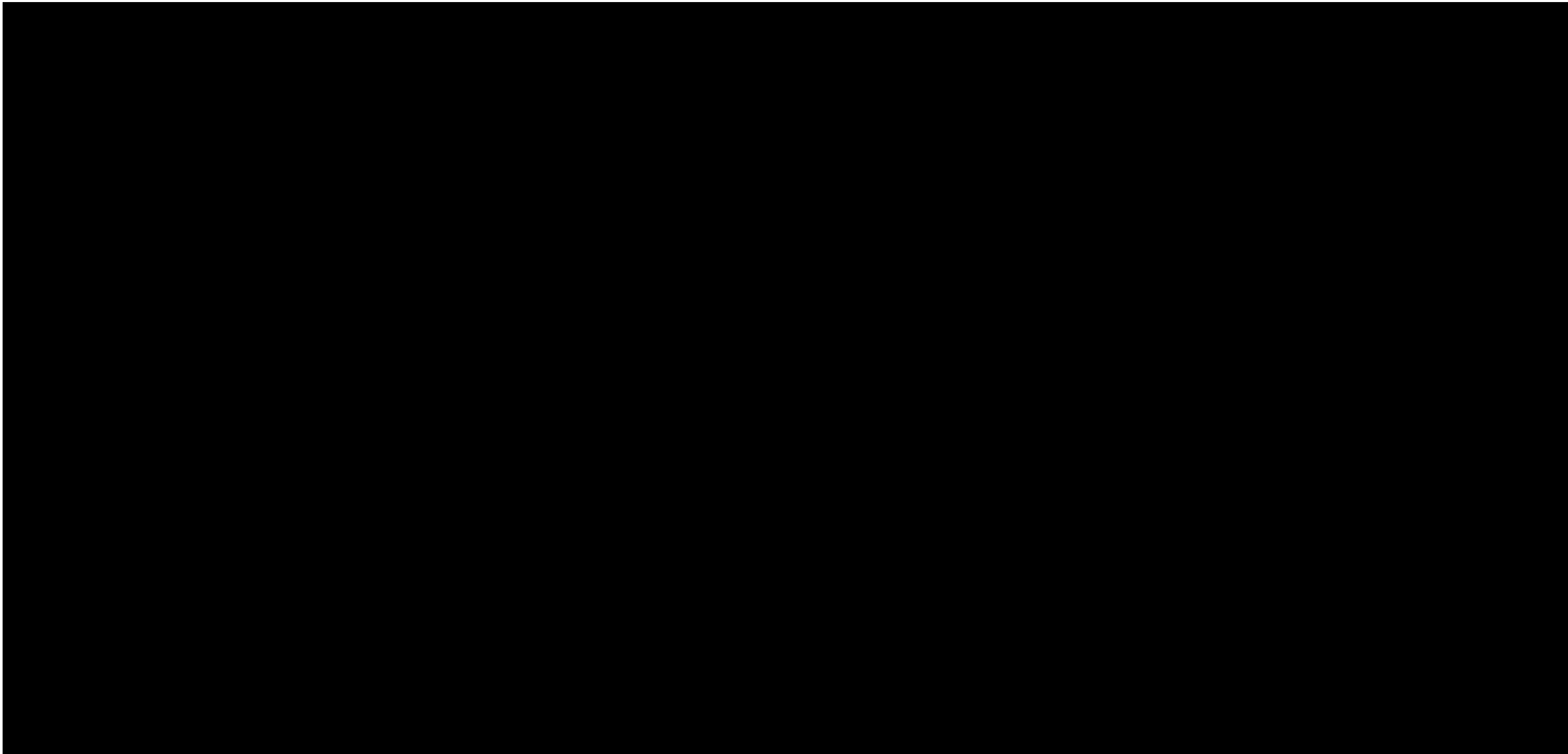
Procurement Department

Inchicore Works

Dublin 8

logo\_irishrail







<b>Reference No.</b>	CME/SPEC/001
<b>Version</b>	Issue
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<b>Prepared by</b>	
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<b>Approved by</b>	

## Depot CCTV Upgrade – Technical Specification



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## 1. Introduction & Current Arrangement

1.1 Irish Rail (IE) operate a railcar maintenance depot in Cork.

1.2 This location is operated by the Chief Mechanical Engineers Department (CME)

The CME department has a requirement to replace existing CCTV in CME Maintenance Depot, Water Street, Cork

1.3 Currently the depot work off an analogue platform that is no longer fit for purpose

1.4 There is general coverage in various locations on the site

## 2. Core requirement

**2.1** The core requirement is for the supply, install, commissioning and training of a high quality Enterprise CCTV system in the Depot.

**2.2** Allow for future expansion and redundancy

**2.3** The system will be in use 24 hours per day and should have a minimum life expectancy of 15 years.

## 3. General Requirements

### 3.1 Safety

Compliance with CME SMS-005 Contractors Permit to work is mandatory, therefore: All contractors' staff attending site for must have a valid Personal Track Safety card "PTS" which is available from Iarnród Éireann, a valid Safe pass, all relevant





certificates for operating machines and equipment on site. All Contractor staff must undergo a site induction as required.

## 4. Description of the Works

The scheme shall comprise the following,

- CCTV System
- Replacement of the existing CCTV system
- Replacement of, new Installation of, specified/existing Analogue CCTV cameras to HD IP Network CCTV cameras
- Installation of new viewing/operational location Workstations
- Installation of new VMS recording server / servers
- Design and implementation of new CCTV network incorporating a Fibre backbone
- CCTV Signage.

## 5. Description of the requirements

The general equipment list to be supplied includes, but is not limited to, the following.

- HD 5 Mega Pixel IP Network cameras
- HD 32TB NVR Server's (qty to be determined during design phase)
- HD 2 monitor viewing Workstations
- VMS Control Centre Software
- 21U 600mm x 780mm deep Comm's Cabinet c/w containment, power source and UPS (Rack Mount)
- LAN networked switches with combo ports for Fibre Integration
- Wall mount cabinets
- Pole mounted cabinets
- Full HD Monitors
- External Cat6 cable or equivalent
- Fibre cable and termination
- Containment if required



- Ancillaries

## 6. Existing CCTV Locations - Cork

Existing cameras are cabled in RG59 and in some cases twisted pair.

None of the existing infrastructure is fit for purpose and must all be replaced the Specialist Contractor shall allow for replacement of same within their network design.

Specialist Contractor shall also allow for the removal and correct disposal of existing equipment

## 7. New CCTV Locations

Please refer to Appendix 1

Cabling of new locations shall be included within the network design.

### ADAPTIVE IR ILLUMINATION

It is a requirement that all fixed cameras both internally & externally mounted have included an Adaptive IR feature within their design. The Adaptive IR feature shall provide uniform illumination in the dark under 0 lux up to a maximum of 30 meters. The IR feature shall provide illumination at all zoom positions ensuring internal integration within the camera between the final lens position and the IR intensity ensuring a balanced and even distribution of IR illumination, preventing image saturation and maintaining optimum scene illumination.

Irish Rail are to provide for all civil work associated with the proposed new pole location.

All containment will need to be provided by the Specialist Contractor and tenderers will need to detail in their return a preliminary design for the cable and containment layout for each of the new cameras along with proposed cable routes for the cameras and associated equipment.



## 8. Network Streaming

It is a requirement of this RFQ that the VMS must use/employ HDSM technology bandwidth management to reduce the overall network load. The system must intelligently manage streaming based on what users in Irish rail are viewing on Workstations. Specialist Contractors should include supporting documentation with their proposals regarding same.

## 9. Documentation

9.1 The manufacturer's Handbooks, appropriate to the user, to be supplied on handover of the system.

9.2 A System Record, describing the whole installation, to be provided on completion. This may be supplied as a schematic drawing.

9.3 Reference images are to be recorded during the handover of the system including those taken in low light conditions. Copies are to be included in the O&M manuals and handed to the Customer's representative and a copy retained by the Commissioning Engineer.

9.4 A site Log Book is to be provided. This should be held where it will always be available to the visiting engineer.

## 10. Working Hours

Access to site will be available throughout the duration of contract during normal working hours. Proposed Normal Working Hours (Mon – Fri 08.00 -17:00). The specialist contractor shall include in his quotation for any out of hours working required to ensure completion of the works within the agreed time scale.



## 11. Site Visits

For the purpose of preparation of your proposal, time on site will be allocated to the Specialist Contractor by appointment only. Questions relating to the specification, design and operation on the proposed system will be accepted in writing only. For the purpose of clarification responses if relevant will be copied to all Bidders.

## 12. Training

The Specialist Contractor shall provide comprehensive training for all purchasers nominated personnel. This shall include all the operational aspects of systems. This training shall include common troubleshooting of the system. The Specialist Contractor shall also provide details of all their available back-up facilities and contact numbers etc.

## 13. Maintenance

- 13.1 The Supplier shall provide all necessary maintenance and overhaul manuals and instructions to enable the NVR and any other equipment supplied to be maintained in the required condition throughout equipment. This includes all necessary documentation, instructions and technical manuals.
- 13.2 The Specialist Contractor shall include in his quotation for a full 36 months comprehensive maintenance contract for all equipment and associated components installed under this contract. This period shall start from the date of handover and shall be in addition to the commissioning. The maintenance period shall include two routine/preventative maintenance visits and are in addition to ongoing training visits.



## 14. General Notes

14.1 The client's preference is that all cameras, software, encoders & Server/NVR hardware are supplied by the same manufacturer

14.2 A detailed Risk Assessment and Method Statement must be submitted before commencement of work.

14.3 Lead time on delivery of materials to site.

14.4 Program of Works

- Camera installation
- Cable run
- Cable termination
- Commissioning

## 15. Optional or additional requirements

Within your proposal you should confirm how the system will integrate with 3rd party Central Stations for off-site monitoring. While this is not a requirement at this stage, it may be in the future. Specialist Contractors should specify what Central Stations are in a position to monitor the new system.

## 16. Operation and Maintenance Manuals

The Specialist Contractor shall include in his costs for the provision of comprehensive Operation and Maintenance manuals for the entire installation. A draft copy of the O & M manual shall be submitted for approval, and when approved, a further 2 No paper copies and an electronic copy of the manuals shall be provided.

Note data cut sheets will not be accepted.

The manuals shall contain the following:-



1. Index
2. General description of the installation, equipment used and method of Operation of the installation.
3. The configuration of all networked devices installed under this contract
4. Handbook, maintenance instructions, drawings and spare parts list for all components, plant and equipment used in the Works.
5. Line diagrams indicating the main features of the equipment, drawing attention to safety precautions etc.
6. Schedule of routine maintenance.
7. Schedule of periodic and preventative maintenance for specialised equipment.
8. Schedules of methods of adjustment, typical fault finding routines.
9. Wiring Diagrams of equipment, etc.
10. Service manual for all specialised equipment giving all details, as listed above.
11. Schedules of equipment, related to the "As Installed" Drawings and giving names of manufacturer, serial number of device, electrical supply and power rating.
12. Description of action which should be taken in the event of breakdown of equipment.
13. Telephone numbers of essential contacts shall be included.
14. Outline design data of plant.
15. Test and performance data.
16. Commissioning Certificate.

In addition, and separate from the Operating Manuals, supply two sets of manufacturer's catalogues relating to specialised plant and equipment



## 17. Applicable standards

All equipment and services provided under this contract must comply with the following standards:

- EN 50121-4:2004: Railway applications – Electromagnetic compatibility - Part 4: Emission and immunity of the signalling and telecommunications apparatus.
- EN 60950:2001 - Safety of information technology equipment.
- EN 50132 Alarm Systems – CCTV Surveillance Systems for use in Security Application.

## 18. Warranty

18.1 A 48 month fully inclusive remedy of defects warranty will be provided on all equipment supplied effective from the date of delivery to IE.

18.2 The Supplier shall ensure the availability of spare parts or replacement parts for a period of 15 years.

18.3 The equipment should have a minimum design life and operational life of 15 years.

## 19: Monitoring Locations

The Specialist Contractor shall provide 1 No. Monitoring Workstation and will allow for 2 other existing PC's to be able to remote access the server and applications. The workstation will be located in the Facility Managers office and will have 2 No. monitors.

A dedicated DELL or equivalent dual quad core workstation with 2 monitor outputs shall be provided here. 1 x HD 22" Monitor and 1 No. 27" HD Monitor are to be provided.

