

Procurement, Inchicore Works, Dublin 8

An Roinn Soláthar, Inse Chór, Baile Átha Cliath 8

T 01 703 3835 F 01 8860567 E louis.gilvarry@irishrail.ie W www.irishrail.ie

2nd November 2018




Re: Acknowledgement of FOI request IE_FOI_184

Dear 

I refer to your request dated 03rd October made under the Freedom of Information Act 2014, which was received by this office on that date seeking records held by Iarnród Éireann.

Request:

1. A copy of public tender SET5365
2. A copy of the response to "Clarification Questions" This is the document where the awarding body responds to questions raised to the tenderers.

I,  Decision Maker have now made a final decision to fully grant your request on 2nd November 2018.

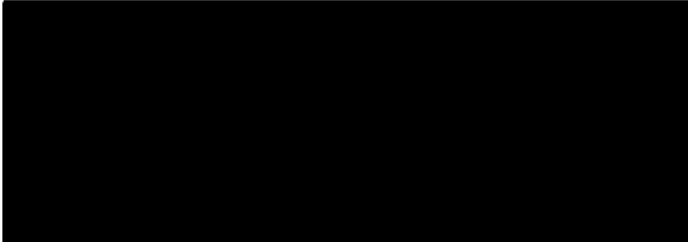
You have sought access to the records outlined above and I consider this an appropriate form of access in this case. Accordingly a copy of the records is now enclosed including a copy of the schedule to these records.

For your information the tender was issued on 14th April 2015, all documents issued with that tender have been included in this response, furthermore four clarifications were issued on 15th, 23rd and 29th April 2015 and on the 5th May 2015. I trust this answers your query.

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 in writing to the FOI Unit, Corporate Communications, Iarnród Éireann – Irish Rail, Connolly Station, Amiens Street, Dublin 1 or by email to FOI@irishrail.ie. You should make this 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 01 7034293.



Decision Maker

Schedule of Records for IE_FOI_184 : 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
1	14/04/2015	Cover letter	1	Grant		
	14/04/2015	Conditions of tendering	18	Grant		
	14/04/2015	Insurance questionnaire	1	Grant		
	14/04/2015	Technical specification for Design supply,install , commission and provide technical support for Internet Protocol video surveillance closed circuit television, high definition cameras, associated hardware & software and access control system	24	Grant		

	14/04/2015	Pricing document	7	Grant		
	14/04/2015	SET-SMS-005 Contractors permit to work system	39	Grant		
	14/04/2015	Railway safety requirements	11	Grant		
	14/04/2015	Extract of Station srvice CCTV requirements	10	Grant		
2	14/04/2015	Contract for the design, supply, Installation and vcommissioning of goods or equipment and related services	35	Grant		
3	14/04/2015	Code of Conduct for Suppliers	5	Grant		
4	14/04/2015	Drugs & alcohol policy	13	Grant		
5	14/04/2015	RFI enquiry form	1	Grant		
6	14/04/2015	Tender Acknowledgement Slip	1	Grant		
7	15/04/2015	Tender addedum nr 1	7	Grant		
8	23/04/2015	Tender addedum nr 2	3	Grant		
9	29/04/2015	Tender addedum nr 3	5	Grant		
10	05/05/2015	Tender addedum nr 4	3	Grant		

Signe

Date

02/11/18

Tender Acknowledgement

To:	Iarnród Éireann	From:	
F.A.O:	Sinéad Leonard	Date:	
E-Mail	sinead.leonard@irishrail.ie	Ref:	SET 5365

ACKNOWLEDGEMENT OF RECEIPT OF TENDER

Supply, Install, Commission and Provide Technical Support for Internet Protocol (IP) Video Surveillance (VSS) Closed Circuit Television (CCTV) High Definition (HD) Cameras, Associated Hardware & Software and Access Control System

I confirm receipt of the following tender documents for the above project. *(tick appropriate boxes to confirm receipt of each document)*

- ☐ Tender Invitation Letter dated 14th April 2015.
- ☐ Standard Conditions of Tendering for Contract for Design, Supply, Installation and Commissioning
- ☐ Standard Contract for Design, Supply, Installation and Commissioning
- ☐ SET 5365 HD Camera Technical Specification April 2015 incl. Appendices A -D
- ☐ IP CCTV Pricing Document - Compliance Sheet
- ☐ IE Insurance Questionnaire
- ☐ Code of Conduct for Suppliers and Business Partners
- ☐ IE Drug and Alcohol Policy
- ☐ Tender Acknowledgement Form
- ☐ RFI Enquiry Form

I confirm that *(tick appropriate box)*

- ☐ I WILL SUBMIT A TENDER BY 12.00 ON THURSDAY 30th APRIL 2015
- ☐ I WILL NOT SUBMIT A TENDER

Signed:

On behalf of:

Company stamp:

IARNROD EIREANN PRE-VETTING INSURANCE QUESTIONNAIRE

Contractor

Business Description on policies

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

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. No more than 2 different manufacturers will be allowed. Please state the Manufacturer on the Excel Sheet Provided.
- 6 All Software will be manufactured by the same manufacturer (the software manufacturer may be different to the camera manufacturer) but different packages are allowed per scenario as outlined. Please state the Manufacturer and package on the Excel Sheet Provided.
- 7 All NVR s should be manufactured by the same company. Please state the manufacturer on the Excel Sheet provided.
- 8 All PC's should be manufactured by the same company. Please state the manufacturer on the Excel Sheet provided.
- 9 Any proposed item that is not supplied by the system manufacturer should be stated in the Model Ref. of the Excel Spread Sheet.
- 10 All kit listed as "Transmission" should be manufactured by the same company. Please state this Manufacturer on the Excel Sheet Provided.
- 11 Tenderers should leave the columns marked "SCORING" blank- these will be completed by IE during the evaluation.

Scoring:

The total number of available marks is 2000.

Tenders shall be scored in accordance with the following criteria and weightings:

Cost 60% (1400 marks available)

Technical Compliance 40% (600 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 600.
- 3 The minimum required score in relation to Technical Compliance is 300 marks.
- 3 Marks will be awarded as follows:
A total of 10 points will be awarded per item for 100% Requirement Compliance; 7 points for 70% compliance; 5 for 50% compliance; 3 for 30% 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:
$$\frac{\text{Max Score} * \text{Lowest Tendered Cost}}{\text{Tender X}} = \text{Score for Tender X}$$
- 3 In the case of the Access Control System, the cost shall be evaluated as follows: 2 door Building, with existing Abloy Lock and HID Reader. Control Server and Software to be included.

IE REQUIREMENTS

RAILWAY SAFETY

Issue Date

October 2010

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SECTION 1 - INSTRUCTIONS ON USE OF SITE AND RAILWAY SAFETY

NOTE:

The following instructions are generic in nature and apply to all sites where a Contractor may be asked to undertake works for Iarnród Éireann. Some of the clauses will be specific to certain locations and for particular projects only. Should any doubt exist, regarding any of these instructions the Contractor must seek clarification from IE's Engineer responsible for the works.

1. Restrictions on use of Site

The Contractor shall confine his activities to the works included in the Contract and shall not allow his men or those of his Sub-contractor to trespass onto other parts of the site or onto adjacent lands. In the event of any claims arising due to failure to comply with this Clause, the Contractor shall be held entirely responsible and shall pay any costs in connection therewith.

2. Restrictions due to Railway Operations

Most Sites will be situated close to main railway lines with trains operating throughout the day and night. The dangers of working near the railway are in addition to those encountered elsewhere. In particular it should be noted that trains can be passing near the site at speeds up to 100 mph, and that all works must be carried out in such a manner that the railway is maintained in a safe operating condition at all times.

In this regard no item of plant, machinery or their appendices i.e. crane jibs, buckets of J.C.B.s etc. while stopped, moving or working may come within a distance of 3 metres of the running edge of any railway line (*on or near the line*) which is open to traffic without the permission of IE's Engineer. No excavation shall take place in the proximity of a railway line which is open to traffic without the permission of IE's Engineer. Tools and materials which might be struck or moved by the slipstream must be at least 2 metres (6 feet 6 inches) from the nearest rail.

3. Possessions

Rail traffic ceases to operate over a given railway line when the Engineer takes a "Possession" of that line. The Contractor shall note that all railway lines must be assumed to be open to railway traffic unless IE's Engineer clearly indicates that a possession has been taken of a particular line for a particular period. In the case where a possession has been taken, work may be carried out alongside the line in question under the supervision of the Engineer. It is important to note that Engineering trains, locomotives and track machines may still run during possession. Possessions are of two types:-

3.1 TII Possession

These possessions are periods given between train operations and do not normally involve diversions or cancellations of trains. They are given where work is to be carried out close to a line without interfering with the track itself, and are given on the basis that they may be cancelled at any time to allow a train to pass.

3.2 TIII Possessions

These possessions are periods when train operations over a given stretch of track are cancelled for a period, and may involve diversion or cancellation of trains.

While every reasonable effort will be made to facilitate the Contractor, there can be no guarantee that a possession requested will be granted. Four weeks' advance notice will be required for granting of all possessions. The Contractor is advised to make applications for possessions to the Engineer at the earliest possible date. In particular, the Contractor should note that extra trains are likely to be running at holiday periods and when special sporting or other events are taking place, thereby lessening the chance of possessions being available at these times.

It must be clearly understood that no overrun of possession times will be tolerated under any circumstances. The Contractor shall be responsible for paying directly to Iarnród Éireann the costs incurred by them by reason of damage to property, obstruction, interruption or hindrance of Rail services necessitating provision of alternative facilities for transport of passengers and or freight where

such costs shall arise by neglect or default of the Contractor, Sub-Contractor or their respective agents or servants or by their failure to observe any rules, regulations or instructions. The Contractor shall carefully plan the programme of operations for each possession to ensure that no overrun occurs.

4. Possessions and Speed Restrictions

Possession of the Site: Construction work at the relevant site will be subject to two types of restriction:-

4.1 Restriction due to movement of trains:

No construction work of any kind involving the positioning of men, plant or materials within 3 metres of a running line will be permitted while trains are operating on the line, unless a TII or a TIII possession is in operation.

4.2 Restrictions due to the presence of overhead power lines:

Elsewhere in this document, the restrictions due to the presence of overhead electric wires are described. Work which necessitates the de-energising of the overhead wire can be carried out on the issuing of a "Permit to Work". Permits to work will only be available between 00.45 and 05.30 Mondays to Saturdays and 00.15 to 08.45 on Sundays.

In addition to the above restrictions, to comply with the Safety, Health & Welfare Acts, certain weekends throughout the year are designate Black Weekends. During these weekends no member of Iarnrod Éireann's Civil Engineering Department is permitted to work between 17.00 on Friday to 08.00 on Monday. Therefore, on Black Weekends no Possessions or Permits to Work will be available.

5. Types of Protection Arrangements

5.1 Green Zone Working

A green zone is where work is arranged to take place without any personnel going on or near any line or siding, including in a possession, on which trains (or movements) may pass. A green zone means that the site of work is safeguarded by:-

- stopping trains on all lines (e.g. T11 Protection or T111 Absolute Possession) or
- separated from the nearest line open to trains, by a distance of at least 3 metres or
- fenced from the nearest line open to trains where one or more lines remains open to trains

5.2 Red Zone Working

Working in a red zone is allowed only:-

- when absolutely necessary and it is not practicable to arrange a green zone and
- lookout protection can be provided to give sufficient warning of all trains on the line(s) concerned

Where lookout protection is in place a Track Safety Co-ordinator (TSC) is responsible for implementing & maintaining the arrangements.

6. Overhead Electric Wires

IE's Overhead Line Equipment (O.H.L.E.) is electrified at 1500 volts D.C. and is dangerous to human life. You must assume that the O.H.L.E. is live at all times and keep at least 1.5 metres (5 feet) from any part of the equipment that is live (Prohibited Space). When handling tools, equipment or material, its length shall be added to the 1.5m stipulated above and this increased figure shall be the prohibited space which must not be encroached upon.

Working near Overhead Line Equipment

Overhead lines are charged at 1500 volts D.C. and the Contractor shall observe the following precautions:-

- 6.1 Work shall not be carried out, or cranes or other plant erected, operated or dismantled, or materials stores within the "Prohibited Space" which is that space within 1.5 metres of the nearest part of an overhead line structure, whichever is the greater, together with anywhere vertically above this space.
- 6.2 When persons are handling tools or materials adjacent to the Prohibited Space then the Prohibited Space shall be increased by the length of any tool or material being handled. However, normal work on the track station platform, walkways and the like, below the overhead equipment is permitted without special precautions, provided that tools or equipment are not at any time raised

above head height.

- 6.3** When scaffolding is being erected or dismantled the Prohibited Space shall be increased by the length of the longest individual unit of the scaffolding.
- 6.4** If a crane or other equipment is being used, crane stops, fencing, warning notices, etc. shall be provided by the contractor to ensure that there can be no encroachment on the Prohibited Space by the crane, its load, or other equipment even if the crane load, or other equipment even if the crane load or equipment slips, fails or overturns.
- 6.5** Portable ladders used in the vicinity of the overhead equipment shall be of timber or other non-conducting material and shall not be reinforced by metal attachments running along the stiles of the ladders. Ladders can lead to serious shocks if allowed to come close to overhead equipment and therefore, special precautions must be taken to ensure that the ladder cannot slip and encroach on the Prohibited Space defined in 6.1 above.
- 6.6** Any disturbances of or attachment to any equipment forming part of the overhead line equipment must only be carried out by Iarnród Éireann Staff.

When it is impractical to comply with any of the above requirements the contractor shall arrange with IE's Engineer for special precautions to be taken which could take one of the following forms:

The issue by IE's Engineer of a "Permit to Work" which assures the holder (can be the Contractor or a member of IE's staff) that the overhead line equipment is isolated and earthed between the specified limits of isolation, and will not be made live whilst the Permit is in the holders possession. When a "permit to work" has been issued, work cannot commence until the Possession (If required) is confirmed by IE's Engineer or appropriate protection is put in place.

The Contractor and his staff must confirm their understanding of and comply with the conditions and arrangements in the Permit to Work. It is the responsibility of the Contractor when a "Permit to Work" is issued to:-

- Confirm immediately to IE's Engineer his understanding of the limits of isolation.
- Ensure that each person employed on his behalf fully understands the limits of the isolation.
- Ensure that no work is commenced within the limits of isolation unless and until the "Permit to Work" has been issued.
- Ensure that on completion of the work requiring the isolation each person employed on his behalf withdraws from the protected area and that IE's Engineer is informed that the "Permit to Work" can be withdrawn. If the Permit was issued to the Contractor, the Contractor must sign and return the Permit at the end of the period specified.
- The provision of protection platforms and/or screens shall be the responsibility of the Contractor and the platforms and/or screens shall be erected so as not to encroach on the Prohibited Space.
- The provision of protection platforms and/or screens shall be the responsibility of the Contractor and the platforms and/or screens shall be erected to the requirements and satisfaction of IE's Engineer. The protection platforms and/or screens usually consist of tubular steel construction with steel mesh infill which will be required to be electrically bonded as prescribed. This bonding work will be carried out by Iarnród Éireann's staff at the expense of the contractor. The erection of these may need to be carried out under cover of a "Permit to Work" following which, work may be carried out behind the screens or on platforms without a further "Permit to Work".

7. On Site Safety Requirements

The following safety precautions are required to be taken on site during the contract period and the Contractor is deemed to have included in his Tender Sum for all costs and delays etc. in complying with these requirements:-

- Train drivers' views of signals, signs, notices, etc. must not be obstructed in any way, for any reason during the progress of the works.
- Precautions are to be taken to prevent vandalism and unauthorised access to the Railway while the works are in progress.
- All precautions are to be taken to ensure that no damage or accidental disconnections occur to the signals, signal control or to telephone cables etc. The location of the signal control cables will be pointed out on site and no interference whatsoever is allowed to these.

- Arrangements must be made to ensure that all construction plant and machinery used by the Contractor on site are immobilised when not in use so that they cannot be used by unauthorised persons or put in a position where they could endanger trains. They must be parked so that they or their appendages do not endanger train movements.
- Steps are to be taken to ensure that neither construction materials nor construction machinery cause electro-magnetic interference to the signal system, telephone systems, train-to-base radio, continuous automatic warning systems or to the guard-to-driver radio communications systems.
- The boundaries of the site are to be adequately secure at all times to deter trespassers and/or stray animals from gaining access to the site.
- During the progress of the works and when the site is unoccupied all loose materials, substances and chemicals on site are to be locked away in a secure place.
- Iarnród Éireann will appoint look-out men who will be on duty at the site during the course of the works. The instructions of these look-out men concerning work on or in the vicinity of the railway shall be obeyed immediately at all times. No work shall take place except under the supervision of look-out men. The lookout man is responsible for the safety of rail traffic only and is not responsible for the safety of the contractors personnel or plant.
- At no time are machines to be driven over the railway tracks. No persons are permitted to cross the tracks without the permission of look-out men. When lookout protection is in place all concerned must comply with the procedures as stated during Personal Track Induction training.
- When a train approaches the site or when instructed to do so by a look-out man all workmen, personnel, visitors etc. on or near the railway tracks must adhere to the following:-
 - Move to the pre designated position of safety that has been determined by IE's T.S.C or Lookout. A Position of Safety is a place allowing a clearance of at least 1.5 metres (5 Feet) between a person (Including anything that person is wearing or carrying) and the nearest rail of any line of which a train is approaching. It must be possible to be in the Position of Safety 10 seconds before the approach of a train.
 - Put down all tools 2 metres clear of the line (Under T11 Protection Arrangement only).
 - Acknowledge the audible warning given by the train crew by raising one arm above the head.
 - Only when IE's T.S.C. or Lookout indicates that it is safe to resume work, work may be resumed. In particular, care should be taken before resuming work that another train is not approaching on another line. It should be noted that at times trains may approach in either direction on either track.

8. Health and Safety

8.1 Legislation

Due precautions shall be taken by the Contractor, in accordance with the Health and Safety Act 1989, and at his own cost, to ensure the safety of his employees, contractors, IE staff, visitors and members of the public. In this connection the Contractor will be required to confirm in writing the existence of a valid Safety Statement in accordance with the Health and Safety Act 1989 or amending legislation, and submit same before commencing any works on site. The Contractor must comply with any Safety, Health & Welfare At Work Act, legislation appropriate to the work in question including the Safety, Health and Welfare at Work (Construction Regulations) 2001 & 2003 and any subsequent amendments.

On the award of the Contract, the successful Tenderer will be appointed by the Employer as Project Supervisor (Construction Stage) in accordance with the provisions of the Regulations. The Tenderer shall submit, with its tender, the name of a competent person to be employed by it as Health & Safety Co-ordinator for the construction stage pursuant to the provisions of

The Contractor shall include all costs which may be incurred by the successful Tenderer in compliance with its obligations pursuant to the Regulations including the role of the Health & Safety Co-ordinator (Construction Stage) where this is required under the Regulations and under this Contract.

During the detailed evaluations of Tenderers, the Tenderer shall, if requested, submit the following documentation:

- The proposed Health and Safety Plan for the Works.
- Method Statements

- **Hazard Identification and Risk Assessments**

These documents shall be accompanied by a written statement from the Contractor that they comply with the requirements of the regulations and a written confirmation by the Contractor that the Contract Period is adequate for the safe construction of the Works.

8.2 High Visibility Clothing

All personnel on site will be required to wear orange high visibility jackets at all times with either “Contractor” or the name of the Contracting organization clearly displayed on the clothing. The Contractor must ensure that all personnel on site are provided with the appropriate high visibility clothing and any person found not to be wearing an orange high visibility jacket on site will be instructed to leave the site forthwith. Persons on site must not wear red or green clothing, or red or green helmets.

8.3 Personal Protective Equipment

The Contractor will be required to ensure that his personnel on site, at all times, are provided with and wear their personal protective equipment, which shall include steel toe capped footwear in addition to hard hats, ear defenders, safety masks, safety goggles as appropriate to the tasks. Failure by staff/workmen to comply with this instruction will result in their removal from the site.

9. Personal Track Safety (PTS) Induction Training

The Contractor shall arrange with I.E. that he and his employees and agents shall attend an I.E. run course on railway safety prior to commencement of the Works. The cost of this training and attendance will be borne by the Contractor.

10. Safety Compliance

The Contractor will be required to sign an indemnity form prior to the commencement of work in the vicinity of the railway. The Contractor shall be fully responsible for any consequences of failure to comply with the requirements of Iarnród Éireann. The Tender rates and prices shall include for any costs and/or delays associated with or as a consequence of compliance with Iarnród Éireann regulations and requirements.

11. Site

The Contractor is deemed to have visited the site to ascertain all local conditions likely to affect the execution of the works. No claim arising from failure to do so will be considered. The Contractor should note that site visits must only be made via Iarnród Éireann’s Engineer.

12. Protection of the Environment

The Contractor must ensure that no spillage or dumping of materials or release of gases occurs on site which is harmful to the environment. If such event occurs the Contractor shall be fully responsible for rectifying the damage at his own expense to the satisfaction of IE’s Engineer.

SECTION 2 – PERSONAL TRACK SAFETY (P.T.S.) TRAINING

Personnel Safety on the Railway.

1. Safety is of prime importance to Iarnród Éireann and, to this end, Iarnród Éireann has developed Personal Track Safety (P.T.S.) Training to advise Iarnród Éireann staff and third party contractors on the specific dangers of working in an operational railway environment, and on safe working practices.
2. It is a condition of this Contract that all of the Contractor employees and agents as well as any sub-contractors employed on this site each possess a current and valid Contractor Induction (P.T.S.) Certificate before being permitted to work on or near the railway line.
Note: “On or Near the Railway” is a defined term – see page 2.
3. Contractor must note that none of the Contractor management, staff or employees nor a member of staff or employee of any of the Contractor’s sub-contractors and/or agents, will be allowed “on or near the Railway” unless he/she is in possession of a valid certificate confirming attendance of the P.T.S. Induction Course. Contractor Induction (P.T.S.) Certificates are required to be carried at all by times and must be produced for inspection on request of any officer of Iarnród Éireann.
4. A valid Contractor Induction (P.T.S.) Certificate can be obtained/updated by attending either a Personal Track Safety (P.T.S.) Induction or Refresher Training Course (current duration for both at present is 1 day) facilitated by Iarnród Éireann at the Inchicore Training Facility, or any other training facility nominated by the Employer.
5. The cost of this training (€200 for the 1 day course) must be borne by the Contractor and included for in the contract sum/schedule of rates as appropriate. All other costs associated with attending this course (employee time and travel etc.) must be borne by the Contractor.
6. Iarnród Éireann may amend and alter the criteria and training content and scope of PTS training. The Contractor is obliged to co-operate with this.

CONTRACTOR INDUCTION (PTS) APPLICATION FORM

Details to be faxed / posted to Training Centre Inchicore

Iarnród Éireann
Training Centre
Inchicore Railway Works
Dublin 8

Tel: 353 (0) 1 703 3954

Fax: 353 (0) 1 703 3942

niamh.mcdonnell@irishrail.ie**Contractor Details**

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

VAT Number: _____ Project Ref: _____

Method of Payment: ☐ Cheque
☐ Postal Order

Training Date Required: _____

Note: Details and payment to be submitted a minimum of 2 weeks prior to confirmed training date

Training Location: ☐ Dublin ☐ Limerick Junction ☐ Athlone

Attendee Details	
Name	Date of Birth

- Clearly PRINT all details
- Maximum of 10 persons per course
- Each attendee to bring 2 passport photographs on day of course

IE Responsible Engineer: _____ Phone Number: _____

Office use only

SAP reference: _____ Total Cost: _____

PO Number: _____ Payment Received: _____

Details forwarded to relevant location: ☐ Yes ☐ No Signed _____

Contractor Induction (PTS) Application Form**Application Guidelines**

- Contractor PTS Induction is a one day training programme (Time: 09.15-16.00)
- Contractors or Third Parties requiring Contractor PTS Induction training must sponsor candidates.
- Minimum age for attending Contractor PTS Induction training is 18.
- Contact Iarnród Éireann Training Centre Inchicore for details for training dates and locations
- Bookings are only confirmed once the Contractor PTS Induction Application Form is received by Iarnród Éireann Training Centre Inchicore and the Contractor or Third Party accepts the terms and conditions associated with training.
- A course fee of €200 per person is applicable (subject to change with notification).
- Payment is by cheque, bank draft or postal order only, made payable to 'Iarnród Éireann'. Cash will **NOT** be accepted.
- Payment must be received by the Training Centre Inchicore prior to the confirmed training date.
- Where payment is not received for the confirmed training date participants will **NOT** be permitted to attend the course.
- Cancellations are accepted up until 24 hours prior to the confirmed training date, after which full course fee will apply.
- Where less nominated participants attend than places reserved, full course fee will apply for number of reserved places.
- The Contractor or Third Party must bear all other costs associated with attending Contractor PTS Induction training (employee time and travel, etc.)
- Participants must have a good working knowledge of English language.
- Participants are required to supply 2 passport quality photographs.
- Participants must partake in an end of course assessment, upon successful completion of the Contractor PTS Induction Training Course participants will be registered with Iarnród Éireann and issued with a registration card it is a condition of renewal of the Contractor PTS Induction registration card that participants must update their safety awareness training every 3 years.
- Contractor PTS Certificates remain the property of Iarnród Éireann.
- Neat dress essential.

Assessment Information

- 27 Multiple Choice Questions
- Pass mark 24
- Those who receive a mark of 21-24 can be re-assessed
- Those who receive a mark of 20 or less are referred for further training, where further training is required the Contractor or Third Party will incur full course fee per person. After referral where a candidate does not meet the minimum pass mark further training cannot be offered.

Completed Application Forms to be submitted with payment to

**Iarnród Éireann
Contractor PTS Induction
Training Centre
Inchicore Railway Works
Dublin 8**

General Enquires

Tel +353 (0) 1 703 3954

Fax +353 (0) 1 703 3942

contractor.pts@irishrail.ie

Course Title	Contractor Induction
Delivered by	Infrastructure Training Team
Duration	1 Day (09.15 to 16.00)
Class Size	Maximum of 10 Participants
Venue	All Training Locations
Who Should Attend?	All contractors who in the course of their work take them “On or Near the Line”, under the control Iarnród Éireann Employees
Learning Objectives	<p>At the end of this course you will be aware of the working guidelines as specified by the following as laid down by Iarnród Éireann</p> <ul style="list-style-type: none"> ▪ Hazards ▪ Railway environment & track terminology ▪ Safe systems of work ▪ Emergency action ▪ D.C. Electrified lines ▪ Introduction to the Safety, Health and Welfare at Work Act 1989
Course Overview	This course is designed to familiarise contractors whose duties require them to be ‘On or Near the Line’ with the relevant safety procedures as laid down by Iarnród Éireann

APPLICATIONS
FOR
CONTRACTOR PTS INDUCTION TRAINING

Operating Procedure Contents:

1	Scope	3
2	Implementation	4
Appendix 1	Contractor PTS Induction Application Form	6

1 Scope

1.1 This operating procedure provides a process for Contractors or Third Parties who are contracted to undertake work for or on behalf of Iarnród Éireann (IE), to apply for Contractor PTS Induction training.

1.2 Pre- Course Requirements:

- 1.2.1 Primarily, only companies who are contracted to work for Iarnród Éireann are eligible to nominate people to attend this course. However, the exception to this rule is for companies, who are not contracted by IE, that are required to carry out work 'on or near the line', such as County Councils and ESB, etc.
- 1.2.2 Attendees of each company must be passed medically fit to the standard (Level 3) specified by Iarnród Éireann Chief Medical Officer (CMO):
 - 1.2.2.1 The process for arranging a medical assessment is shown in Engineering Quality Management System Operating Procedure ENG-QMS-014-021 -'Medical Fitness Standard for Personal Track Safety Certification'.
 - 1.2.2.2 Confirmation of medical fitness must be received by the Training Centre prior to the confirmed training date.
- 1.2.3 Attendees must be at least 18 years of age. In the case that attendees are not 18 years of age e.g. apprentices, please contact the Training Centre Inchicore.
- 1.2.4 Attendees must have a working knowledge of English
- 1.2.5 Individuals (not employed by a company to work on behalf of IE or working for a company required to carry out work 'on or near the line', such as County Councils and ESB, etc) are not permitted to attend PTS induction training.

1.3 Training Requests

- 1.3.1 An average of 6 courses per period are scheduled (4 Inchicore, 1 Athlone, 1 Limerick Junction) subject to change. Contact the Training Centre Inchicore for availability by e-mail at contractor.pts@irishrail.ie
- 1.3.2 Requests for additional or ad hoc training must be kept to a minimum.
- 1.3.3 The training course is delivered through English.
- 1.3.4 Consideration must be given to companies from non-English speaking countries who are contracted by IE for specialist work. In this instance the Contractor/ Third Party and/or IE project manager must present a business case for a dispensation for the attendees to have a good working knowledge of English. Once approved by the Head of Engineering Safety and/or Head of Strategy/ HR training may be delivered by using an interpreter, the Contractor/ Third Party must bear all additional associated costs.

2 Implementation

2.1 **An application form as shown in Appendix 1 must be submitted to the Training Centre to enable registration for training.**

2.1.1 The form can be obtained from the Training Centre.

2.2 **APPLICATION PROCESS:**

2.2.1 Once a provisional training date is offered (recorded on the Contractor Booking Spreadsheet) ensure that the following are posted or emailed to the company:

2.2.1.1 Contractor PTS Induction- Course Registration Form

2.2.1.2 Medical Report

2.2.1.3 New Customer Form (if required)

2.2.1.4 IE Bank Details (if required)

2.2.2 The following must be returned to the Training Centre prior to the provisional training date offered.

2.2.2.1 Contractor PTS Induction- Course Registration Form

2.2.2.2 Medical Report

2.2.2.3 Payment

2.3 **PAYMENT PROCESS:**

2.3.1 Per person fee of €200

2.3.2 Payment is by Electronic Fund Transfer (EFT), Company Cheque, Bank Draft or Postal Order made payable to Iarnród Éireann.

2.3.2.1 If payment is by EFT, the Training Centre will supply IE bank details to the Contractor or Third Party.

2.3.3 Personal or third party cheques, i.e. FAS or Dept of Social Welfare, are not acceptable

2.3.4 Payment must be received by the Training Centre prior to the confirmed training date.

2.3.5 Where payment is not confirmed prior to the training taking place, individuals will not be permitted to attend.

2.4 **RIGHT OF REFUSAL:**

2.4.1 Iarnród Éireann reserves the right to refuse attendance to the training course on following grounds:

2.4.1.1 No confirmation of medical fitness to work

- **No one is permitted to attend this training course if they are not medically fit**
- **There are no exceptions to this rule.**

2.4.1.2 Contractor PTS Induction- Course Registration Form NOT received

- **No one is permitted to attend this training course if this form is not received**

2.4.1.3 No Payment

- **No one is permitted to attend this training course if payment is not received**


2.4.1.4 No Photograph

- **No one is permitted to attend this training course if the photograph is not received**

2.4.1.5 No PPS Number

- **No one is permitted to attend this training course if the PPS Number is not received**
- **Must be received on day of training at the latest (Employer will be aware of PPS Number)**

APPENDIX 1: Contractor PTS Induction Application Form

 CONTRACTOR PTS INDUCTION		COURSE REGISTRATION FORM																	
EMPLOYING COMPANY DETAILS <small>(Print Details)</small>		IE Customer Number: <i>If a new sponsoring company please request 'New Customer- Application' Form</i> <div style="border: 1px solid black; padding: 2px;"> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px; text-align: center; line-height: 15px;">9</div> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px; text-align: center; line-height: 15px;">7</div> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid red; display: inline-block; width: 15px; height: 15px;"></div> </div>																	
COMPANY NAME <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>		ORGANISER'S NAME <small>(Print Details)</small> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>																	
ADDRESS <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>		TELEPHONE NUMBER - include area code <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>																	
<div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>		EMAIL ADDRESS: <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>																	
TRAINING VENUE Dublin: <input type="checkbox"/> Athlone: <input type="checkbox"/> Limerick Junction: <input type="checkbox"/>																			
TRAINING DATE <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px;">D</div> <div style="border: 1px solid black; padding: 2px;">D</div> <div style="border: 1px solid black; padding: 2px;">M</div> <div style="border: 1px solid black; padding: 2px;">M</div> <div style="border: 1px solid black; padding: 2px;">Y</div> <div style="border: 1px solid black; padding: 2px;">Y</div> <div style="border: 1px solid black; padding: 2px;">Y</div> <div style="border: 1px solid black; padding: 2px;">Y</div> </div>		Contact Iarnród Éireann for available training dates. Your first choice may not always be available. Training dates are ONLY confirmed once all the necessary applications and payment are received and validated.																	
PAYMENT DETAILS Payment is in Euro by Company Cheque, Bank Draft, Postal Order (made payable to Iarnród Éireann) or by EFT (request IE bank details). Personal Cheques, Third Party Cheques or Cash are not accepted.		Send completed applications & Payment to: Iarnród Éireann Contractor PTS Induction Training Centre Inchicore Railway Works Dublin 8 General Enquiries Tel +353 (0) 1 703 3954 Fax +353 (0) 1 703 3942 Email contractor_pts@irishrail.ie																	
Total Amount Payable € <div style="border: 1px solid red; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></div>																			
Terms & Conditions: <ol style="list-style-type: none"> Contractor P.T.S. Induction is a one day training programme (Time: 09.15-17.00)- Registration Time 09.00 Attendees must be employed by a company are contracted to work for or on behalf of Iarnród Éireann A course fee of €200 per person is applicable (subject to change with notification)- Payment must accompany this form One passport photograph per attendee (print name on back of photograph)- Photographs must accompany this form-see overleaf Each attendee must be passed medically fit to a standard specified by the Iarnród Éireann Chief Medical Officer- Medical report must accompany this form Employing companies who fail to provide payment, photographs, PPS Numbers, Medical Report will result in non admittance to the course for the attendee(s) As an employing company, if you are paying for a subcontractor to attend training a separate application form for Contractor PTS Induction Training Course must be submitted for the subcontractor. Include a cover letter stating that you are making payment for the specified sub contractor. Cancellations are accepted in writing up to 24 hours prior to the confirmed training date, after which full course fee will apply Where participants do not show for training, full course fee will apply Participants must have a good working knowledge of English Participants must partake in an end of course written assessment. On successful completion of the Contractor P.T.S. Training Course, participants will be registered with Iarnród Éireann and issued with a registration card Registration card is valid for a period of 3 years, after which the holder must attend and successfully complete a refresher programme Registration card must be carried at all times and produced when requested Replacement registration cards are issued at a cost of €25 Registration cards remain the property of Iarnród Éireann Registration cards will be issued within 10 working days The employing company must bear all other costs associated with attending Contractor P.T.S. Induction training (employee time and travel, etc.) Neat dress is expected while attending training Each attendee must have a High Visibility Vest (Orange colour) and Safety Footwear on the training course. These are NOT supplied by Iarnród Éireann. 		CHECK LIST: Please ensure that the following is completed on your application: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Payment : €200 per person</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Passport Photograph: Name on Back of photograph</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Medical Report Fit for work</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Attendee Details: Name, DOB</td> <td><input type="checkbox"/></td> </tr> <tr> <td>PPS Number:</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Training Venue:</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Customer Number:</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Training Date:</td> <td><input type="checkbox"/></td> </tr> </table>		Payment : €200 per person	<input type="checkbox"/>	Passport Photograph: Name on Back of photograph	<input type="checkbox"/>	Medical Report Fit for work	<input type="checkbox"/>	Attendee Details: Name, DOB	<input type="checkbox"/>	PPS Number:	<input type="checkbox"/>	Training Venue:	<input type="checkbox"/>	Customer Number:	<input type="checkbox"/>	Training Date:	<input type="checkbox"/>
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Training Venue:	<input type="checkbox"/>																		
Customer Number:	<input type="checkbox"/>																		
Training Date:	<input type="checkbox"/>																		
Office Use Only: Sales Order: _____ Invoice: _____ Clearing Document: _____																			

IE Contractor PTS Ver. 1 (April 2013)

ATTENDEE DETAILS
(PRINT DETAILS)

COPY THIS SHEET IF YOU HAVE MORE THAN 6 ATTENDING AND ATTACH TO YOUR APPLICATION

ATTACH WITH
SELLOTAPE A PASSPORT
QUALITY PHOTOGRAPH

ENSURE THE ATTENDEE
NAME IS PRINTED ON
THE BACK OF THE
PHOTOGRAPH

ATTENDEE DETAILS (Print Details)

Name:

Date of Birth:

DD - MM - YYYY

PPS Number:

A High Visibility Vest (Orange colour) and Safety Footwear are required for each attendee on the training course, these are NOT supplied by Iarnród Éireann.

Office Use Only:

I N F A

ATTACH WITH
SELLOTAPE A PASSPORT
QUALITY PHOTOGRAPH

ENSURE THE ATTENDEE
NAME IS PRINTED ON
THE BACK OF THE
PHOTOGRAPH

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Office Use Only:

I N F A

Appendix C

Extract for Station Services CCTV Requirements

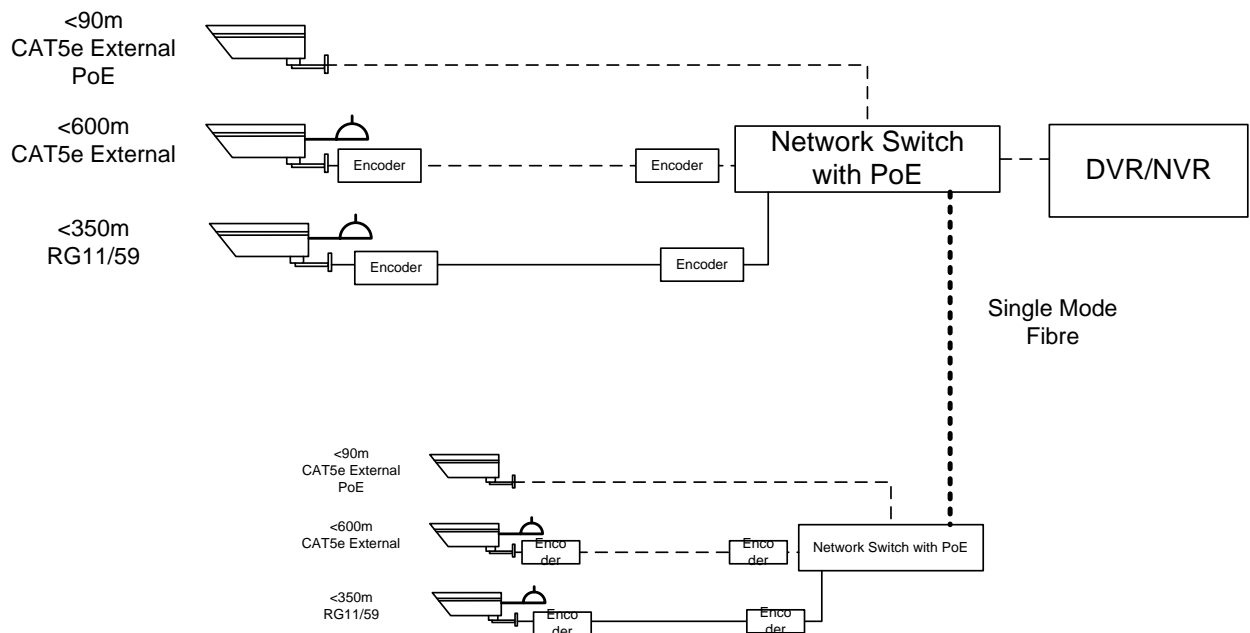
1 **CCTV/VSS – Station Security**

1.1 Station CCTV provides Station Camera Security to Platforms, Buildings and Car Parks.

1.2 It is a separate system to DOO and Level Crossing CCTV.

1.3 Station CCTV consists of the following components:

- Fixed Camera and Housing
- Fixed Vandal Dome Camera
- PTZ Camera
- DVR / NVR
- Monitor
- Keyboard
- Fibre Optic Kit for both Image and Telemetry
- Ethernet to CoAx Converters
- Ethernet to Twisted Pair Converters



1.4 CCTV systems are intended to enhance the safety and security of members of the public and staff at Iarnród Éireann Stations and car parks only.

CCTV may usefully be deployed for a variety of purposes. These may be broadly grouped as follows:

- To deter and prevent crime/terrorist activity
- To detect crime/terrorist activity
- To assist the emergency services
- To investigate crime/terrorist activity

- To investigate accidents and incidents
- To support prosecutions / defence cases against Iarnród Éireann
- To reassure and give confidence to the public and staff
- To meet statutory requirements, including those for subsurface stations
- For operational purposes including:
 - Monitoring and management of passenger flows
 - Crowd control
 - Aiding decisions on train movements particularly following disruption including contingency management following terrorist activity

In the vast majority of cases, a station based CCTV system will be intended to address most, if not all, of the above and in general the requirements of each in terms of system design and capability is similar. However, there will be some differences of priority between different stations and also between different locations within the same station and hence some flexibility of approach may be appropriate. For example, the quality of images needing to be captured and retained to support criminal investigations and prosecutions will be considerably greater than those needed to assist in the management of crowds.

A list of approved IE CCTV/VSS equipment can be found in Appendix A.

1.5 As a minimum, station CCTV coverage shall be provided at the following locations:

- All Station Entry and Exit Points
- All Ticket Validation Gates (Coverage of both sides)
- All Ticket Vending Machines / Car Park Pay Machines
- Ticket Office Window
- Ticket Office Entry door
- At Risk Office Door
- At Risk Office Door & surrounding Area
- Car Park Entry/Exit Points -Pedestrian
- Car Park Entry/Exit Points –Vehicular, Incorporating Licence Plate Recognition.
- All Help Points
- All Platform Areas and Platform Ends
- All Lift Entry Points
- Internal to Lift
- Station Staircases
- Walkway/Subways
- Bike Sheds / Lockers

- Open Concourse
- Open Car Park
- Sidings that require monitoring

All CCTV coverage shall be provided to a minimum height of 2m from floor level.

Blind Spots larger than 4msq floor space shall be avoided where possible at the design stage. If this is not possible without the excessive use of cameras then a risk assessment will be carried out at the design stage which shall be agreed with Iarnród Éireann prior to additional cameras being included in the design.

2 Camera Coverage / Image Quality

Station Area	Image Quality Pixels /m	Notes
Station Entry Exit Points	Identity 250 pixels/m	
Ticket Validation Gates	Identity 250 pixels/m	All Gates to be covered, including Mag Lock Gate and Staff Position if any. Both Directions to be covered.
Ticket Vending Machines Car Park Pay Machines ATM	Identity 250 pixels/m	
Ticket Office Window	Identity 250 pixels/m	
Ticket Office Door	Inspect 250 pixels/m	
At risk Office Door	Inspect 1000 pixels/m	
At risk Office Door Surrounding Area	Recognize 125 pixels/m	
Ticket Office Queues	Recognize 125 pixels/m	
Large Booking Halls / Concourse	Detect 25 pixels/m	
Lost Property/ Luggage/	Recognize	

Lockers	125 pixels/m	
Public Toilet Entrance	Identity 250 pixels/m	
Station Frontage	Observe 62.5 pixels/m	
Car Park Entry/Exit Points - Pedestrian	Identity 250 pixels/m	If Possible Inspect @ 1000pixels/m
Car Park Entry/Exit Points - Vehicular, Incorporating License Plate Recognition.	N/A See Note	Camera set up to capture Vehicle and License Plate according to camera requirements.
All Help Points	Identity 250 pixels/m	CIS Sign Incorporated to the Image where a Help Point is located on the CIS Pole
All Platform Areas and Platform Ends	No less than Detect, No less than 25 pixels/m	
All Lift Entry Points	Identity 250 pixels/m	
Internal Lift	Identity 250 pixels/m	
Station Staircase	Recognize 125 pixels/m	
Walkway / Subway	Recognize 125 pixels/m	
Bike Sheds / Lockers	Recognize 125 pixels/m	
Waiting Room / Shelter	Recognize 125 pixels/m	
Open Concourse	Detect 25 pixels/m	Mega Pixel camera can be used to cover large areas with good line of sight. This can be augmented with the use of PTZ cameras.
Open Car Park, Open Walkway	Detect 25 pixels/m	Mega Pixel camera can be used to cover large areas with good line of sight. This can be augmented with the use of PTZ cameras.

Sidings that require monitoring	Observe 62.5 pixels/m	Mega Pixel camera can be used to cover large areas with good line of sight. This can be augmented with the use of PTZ cameras.
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See Appendix 2 Explaining Camera Image Quality.

2.1 Cabling & Transmission

- 2.1.1 All cabling will follow Platform Ducting and Cable Trunking / Tray / Conduit.
- 2.1.2 CCTV /VSS Network will consist of a Gig Node and 1 or more Network CCTV/VSS Switches. These switches will be connected via SM or MM Fibre.
- 2.1.3 Cameras <90m from the Switch will utilize CAT5e Cable allowing for PoE. External Graded cable will be used for external runs.
- 2.1.4 Cameras >90m but <600m from the switch will use a CAT5e cable with a Twisted Pair Encoder. A power supply at the Camera will be required for both Camera and Encoder. Encoder & PSU will be housed in a suitable IP rated enclosure and labeled.
- 2.1.5 Cameras >600m will use Fiber Optic Cable. A power supply at the Camera will be required for both Camera and Encoder. Encoder & PSU will be housed in a suitable IP rated enclosure and labeled.
- 2.1.6 Alternatively Network Switches may be connected via Single Mode Fiber.
- 2.1.7 IP Cameras may also use existing CoAx cable combined with a suitable encoder. A power supply at the Camera will be required for both Camera and Encoder. Encoder & PSU will be housed in a suitable IP rated enclosure and labeled.
- 2.1.8 All cables will be labeled according to the camera number as per the GA Drawing at the following locations, eg Camera 12 will be labeled as C12.
 - Switch
 - Camera
 - Any Patch Panel / Interface Device
- 2.1.9 Fiber link cables will be labeled as Link IN / OUT
- 2.1.10 Equipment cables will be labeled accordingly, eg DVR, Keyboard.
- 2.1.11 All Distribution Boards and Plugs will be labeled.
- 2.1.12 Encoders will be labeled according to Camera Number.

2.2 Equipment Fixing Locations

- 2.2.1 Cameras will be where possible positioned so as to allow for ease of access for Maintenance Staff without the need for MEWP's or Isolation from Overhead line Cables. But out of reach from Vandals.
- 2.2.2 Equipment will be fixed at a height AFF in compliance with I-PWY-1101.
- 2.2.3 Networking Equipment located outside of the Primary Station Equipment room will be housed in a suitable rack in a suitable locked room. This room will have a standard Iarnrod Eireann Telecoms lock to allow for easy access to maintenance staff.

2.3 Commissioning

2.3.1 Cameras will be commissioned as per design and according to:

- *Camera Image Requirements & Level of Image Detail*
- *Analytics if Any*

2.3.2 Commissioning Documentation will be produced as follows:

- a) Block Schematic of entire system
- b) CCTV Album showing Snap shot of each image with Rotakin Test Target. Where Images are in excess of Identity (250 Pixels/m) an additional snap shot will be shown without the Rotakin Test Target.

2.3.3 Information for each camera will be supplied as follows:

- a) Camera Number
- b) Camera Type and Model
- c) IP Address
- d) IP Address of NVR
- e) Transmission, CAT5, Twisted Pair or Coax
- f) PoE or PSU, If PSU Distribution Board Location and Device Number
- g) Level Of Image Achieved
- h) Frames Per Second
- i) IR If any
- j) Analytics if any

2.3.4 Recording Equipment will be set up as no less than 14 days recording and no more than 28 days to comply with Irish Data Protection Requirements.

2.3.5 Cameras will record at an average of 6frames per second. At risk areas will have the frame rate adjusted as required.

2.3.6 Backup configuration of DVR's and PC's will be saved to an external device.

2.4 Signage

2.4.1 Notices strategically located around stations shall be provided to inform customers that the CCTV system is being continuously monitored and recorded.

Table 1: Levels of image detail


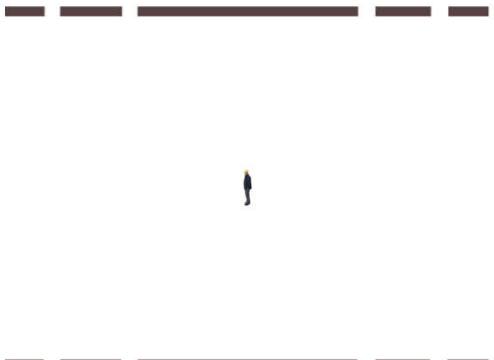
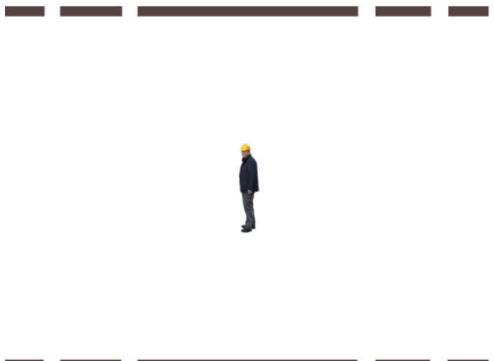
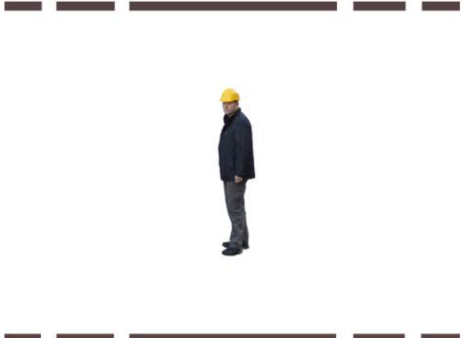


Purpose	Description (Equivalent pixels/m at target distance)	Relative View (The dashed lines represent the top and bottom of a viewing screen)
Monitor	<p><i>To enable viewing of the number, direction and speed of movement of people across a wide area, providing their presence is known to the operator.</i></p> <p><i>12.5 pixels/m</i></p>	
Detect	<p><i>To enable the operator to reliably and easily determine whether or not any target (e.g. a person or vehicle) is present.</i></p> <p><i>25 pixels/m</i></p>	
Observe	<p><i>To enable characteristic details of an individual, such as distinctive clothing to be seen, whilst allowing a view of activity surrounding an incident.</i></p> <p><i>62.5 pixels/m</i></p>	

Table 1 – Continued

Purpose	Description (Equivalent pixels/m at target distance)	Relative View (The dashed lines represent the top and bottom of a viewing screen)
Recognise	<p><i>To enable the operator to determine with a high degree of certainty whether or not an individual shown is the same as someone they have seen before.</i></p> <p>125 pixels/m</p>	
Identity	<p><i>To enable identification of an individual beyond reasonable doubt.</i></p> <p>250 pixels/m</p>	
Inspect	<p><i>To enable characteristic details of an individual, such as distinctive clothing to be seen, whilst allowing a view of activity surrounding an incident.</i></p> <p>1000 pixels/m</p>	



Reference No.	SET-SMS-005
Version	1.0
Operative Date	30/11/2010
Status	Live
Prepared by	Phil Verster
Checked by	Willie Morrin
Approved by	Phil Verster

SET DEPARTMENT

SAFETY MANAGEMENT STANDARD

SET-SMS-005

Contractors and Permit-to-Work System

This SET Department Standard sets out the requirements for the management of Contractors within the SET Department.

This SET 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 SET Department.

Signed 

Chief Engineer SET

This standard, along with all SET Department Standards is available from the SET 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 stamped in red ink
“Approved Copy” on all pages.**

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1 Policy, Scope and Principles

1.1 Policy

- 1.1.1 It is the policy of the SET Department of Iarnród Éireann to meet the statutory and Iarnród Éireann obligations regarding the management of Contractors and to implement processes and procedures that enables the SET Department to manage Contractors in the safe execution of their contracts.

1.2 Scope

- 1.2.1 This Standard describes how the SET Department implements, in the absence of a specific Company Safety Standard or a specific Railway Safety Standard, a systematic approach to the management of Contractors.
- 1.2.2 This Standard covers the management of Contractors in all the SET Department workplaces at all SET Locations.

1.3 Principles

- 1.3.1 All SET managers have a duty to promote a safety culture.
- 1.3.2 Accountable Line Managers and Supervisors in the SET Department are directly accountable for the Occupational Safety for those workplaces under their control and also for the quality of work that affects OHLE Safety, Signalling Safety and Telecommunications Safety.
- 1.3.3 Accountable Line managers and Supervisors 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 and Supervisors responsible for the SET Locations. They are supported in achieving this accountability through professional advice and direction on statutory obligations provided by the Safety Manager who also monitors compliance through regular audit. 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 SET Location that they are accountable for by adhering to a programme of specific Safety Tours.
- 1.3.7 Contractors are contracted to deliver “turn-key” type work for Iarnród Éireann, managing and supervising their own teams as they deem appropriate to ensure workplace Safety. Iarnród Éireann retains a due diligence type overview of Contractors, but Contractors are fully accountable for ensuring that they and their staff execute their tasks safely and in accordance with all the applicable statutory guidelines and Safety legislation.
- 1.3.8 Accountable Line Managers are accountable for the inspection and monitoring of Contractors, through Safety Tours, at the SET Location he is responsible for. In addition but separately to this accountability, local Safety Executives are responsible for inspecting and monitoring Contractors for compliance with their “Safety Management” submissions.
- 1.3.9 The Contractor Safety Executive and his team is accountable for “Accepting” suppliers as fit to work for Iarnród Éireann, which approval does not amount to an approval of how the Contractor executes his scope of work. The Contractor is fully accountable for executing his tendered scope of work in a Safe manner.
- 1.3.10 Terminology such as “his” or “manager” in this Standard is not gender specific.

2 Definitions

- 2.1 **Accident** – Any unplanned, uncontrolled, undesired event that results in harm to persons (including first-aid related Incidents, minor Accidents and Lost Time Accidents (LTA)), or that results in damage to property (including to SET Infrastructure), the environment, or that results in a loss of process or production time.
- 2.2 **Accountable** – A duty that cannot be delegated. However, several other managers or members of staff can have delegated responsibilities (from the accountable manager) associated with the accountable duty.
- 2.3 **Buildings & Facilities** – All the Iarnród Éireann owned non-station buildings (e.g. gatekeeper accommodation, CTC building, office buildings, patrol gangers huts, SET Buildings, etc.), freight yards (including plant and structures), station buildings, car parks (as specifically identified as CCE Locations in CCE Safety Management Standard CCE-SMS-001) and station platforms (up to platform coping, and all the associated station services and facilities such as surfaces, paint, boundary fencing, lighting systems, lifts, escalators, signage, passenger aspects of foot bridges, passenger aspects of under passes, fire protection systems, heating systems, electrical systems, etc.).
- 2.4 **CESET** - Chief Engineer (Signalling, Electrification and Telecommunications)
- 2.5 **Company Safety Standard** – An authorised document setting out mandatory company-wide arrangements.
- 2.6 **Compliance Verification** – A process of audit to monitor and verify compliance with SET Departmental Standards.
- 2.7 **Control Room** – A visualisation room where the local supervisory/management team can make prioritised decisions on production planning, defect repair or modification priorities, suitability of production resources, Signalling Safety Risks, Telecommunications Safety Risks, OHLE Safety Risks, Occupational Safety Risk, all Risk mitigation actions, workplace and/or worksite Safety and workplace and/or worksite improvement action plans.
- 2.8 **Contractor** – A firm or its staff undertaking work specified by Iarnród Éireann and the work is executed on Iarnród Éireann property at the SET Location.
- 2.9 **Hazard** – A condition, event or practice with the potential to cause an injury, damage or loss.
- 2.10 **Incident** - Any unplanned, uncontrolled, undesired event that which under slightly different circumstances would have resulted in harm to persons, damage to property (including to SET Infrastructure), loss of process or loss of production time.
- 2.11 **Line Manager** – The Signalling Manager, Regional Signalling Manager or any other manager or supervisor that is accountable for a SET Location and/or for any activity that relates to Occupational Safety or Signalling Safety or Telecommunications Safety or OHLE Safety as defined in SET Safety Management Standard SET-SMS-001.
- 2.12 **Maintenance** – Any activity whereby OHLE, Signalling or Telecommunications systems are being maintained inspected, examined, modified, overhauled, serviced, rectified, tested, renewed or replaced.
- 2.13 **Occupational Safety** – The workplace and/or worksite Safety of employees in a SET Location, including; working in offices, in workshops, on the line, in road vehicles, at sites, etc.
- 2.14 **OCS** – Overhead Contact System; equipment suspended over the railway line for the delivery of electricity to electric trains and includes the overhead wires, insulators, support structures and associated equipment.
- 2.15 **OHLE** – All the systems and equipment provided for OCS and Traction sub-systems.
- 2.16 **OHLE Safety** – The operation of all OHLE in a manner that is safe with regard to Occupational Safety, passenger Safety and the Safety of the public.

- 2.17 **Operational Competencies** – Those operational skills required in the workplace and/or worksite to deliver workplace and/or worksite tasks in a safe and competent manner.
- 2.18 **Professional Head** – The head of a discipline with responsibility to set policy, strategic planning, define technical standards and monitor compliance.
- 2.19 **Regional Manager** – Responsible for programming and completing SET maintenance and SET renewal as required by standard in the area assigned.
- 2.20 **Risk** – The chance that harm will result from a Hazard; the combination of the severity of the Hazard with the likelihood of its happening, the probable consequence of potential harm or damage resulting from an unmanaged Hazard.
- 2.21 **Risk Assessment** – A structured assessment to identify the likelihood of a Risk event, the severity of the adverse consequences should the event come about and the mitigating risk control actions required.
- 2.22 **Safety** – The avoidance of death, injury, or poor health to people, or damage to property or the environment.
- 2.23 **Safety Critical** – Critical to and a direct influence on the safe operation of OHLE, Signalling or Telecommunications.
- 2.24 **Safety Critical Competencies** – Those technical skills required by SET staff to execute tasks that are critical to the safe operation of SET systems, in an effective and correct manner.
- 2.25 **Safety Responsibility Statement** – A specific list of the Safety responsibilities of an Accountable employee.
- 2.26 **Safety Review Workshops** – A workshop-type meeting, open to all employees, held at SET Locations that reviews Safety activities and documents, such as Risk Assessments, Safety Tours and Accident Investigations at those locations; ensuring that the appropriate corrective actions are identified and implemented.
- 2.27 **Safety Station** – A physical station within a SET Location where the Safety Statement, Risk Assessments, Safe Systems of Work, Hazard Reports and other important Safety information and forms are accessible to employees.
- 2.28 **Signalling** - Systems and equipment provided for the purpose of regulating the safe movement of trains; including, interlockings, train detection systems, level crossing control systems, point operating systems and all associated cabling, power supplies and lineside equipment
- 2.29 **Signalling Manager** - The senior Line Manager responsible for OHLE or Signalling or Telecommunications or project activities in those specific SET Locations as specified in this standard.
- 2.30 **Signalling Safety** – The operation of the Signalling and all Signalling-related sub-systems in a manner that is safe with regard to passenger Safety.
- 2.31 **SET Department Standard** – An instruction issued by the SET in order to control or standardise specific activities.
- 2.32 **SET Documentation** – Any document issued by the SET Department that has the purpose of directing work; including but not limited to Risk Assessments, Safe Systems of Work, SET Department Standards, Technical Documentation, Material Safety Data Sheets, etc.
- 2.33 **SET Location** – A grouping of activities or workplaces, typically organised either geographically and/or organisationally, that are considered as a single area of accountability within the SET Department. The specific SET Locations in the SET Department are specified in Section 3.3 of SET-SMS-001.
- 2.34 **Supervisor** – The OCS, Signalling, Telecommunications, Traction or Project Supervisor that is accountable for an SET Location and/or any activity that relates to

Occupational Safety, OHLE Safety, Signalling Safety or Telecommunications Safety in that SET Location as defined in this standard.

- 2.35 **Technical Documentation** – Any document required for doing and recording the maintenance of OHLE, Signalling or Telecommunications systems.
- 2.36 **Telecommunications** – Operational telecommunications systems and equipment used for authorising and safeguarding the movement of trains, and communications systems and equipment provided for safety purposes in the direct operation of the railway.
- 2.37 **Telecommunications Safety** – The operation of Telecommunications systems on the Iarnród Éireann railway network in a manner that is safe with regard to passenger Safety.
- 2.38 **Traction** – Section of electrification whereby electrical power is supplied to power electric trains at a suitable voltage via the overhead contact system.
- 2.39 **Weekday** – All the normal weekdays, excluding Bank Holidays.
- 2.40 **Work Instruction** – An instruction describing how to carry out a task.

3 Accountabilities and Responsibilities

The full listing of the safety accountabilities and safety responsibilities of all SET employees are shown in SET Safety Management Standard SET-SMS-001. The following accountabilities and responsibilities listed here are only those that are specific and related to this Standard.

3.1 Chief Engineer SET

3.1.1 The CESET is accountable for setting Occupational Safety, OHLE Safety, Signalling Safety and Telecommunications Safety objectives and for providing resources to all the parts of the SET Department to achieve those objectives.

3.1.2 The CESET is accountable for:

3.1.2.1 Occupational Safety of all the activities in the whole SET Department, and for

3.1.2.2 OHLE Safety, Signalling Safety and Telecommunications Safety and the Safety of all the assets under the SET Department's control.

3.1.3 This Occupational Safety accountability includes:

3.1.3.1 Ensuring that the SET Department's employees, contracted employees, Contractors and visitors are safe in their activities in the SET Department and that these activities are executed in accordance with the SET Safety management systems and SET Documentation. Specifically, Occupational Safety in the whole SET Department is your accountability.

3.1.3.2 Ensuring that Contractors working within the SET Location follow a permit-to-work system and work safely and that any visitors to the SET Location are supervised and safe.

3.1.4 This OHLE Safety, Signalling Safety and Telecommunications Safety accountability includes:

3.1.4.1 Ensuring that the SET Department's workloads are prioritised according to a risk management process such as to ensure that workload objectives are achieved while risks are optimally controlled. You are specifically accountable for removing access and/or withdrawing unsafe OHLE systems, unsafe Signalling systems or unsafe Telecommunications systems in the event that such OHLE system, Signalling systems or Telecommunications systems pose an intolerable Safety Risk.

3.1.4.2 Ensuring that a comprehensive Risk management process is in place to manage OHLE Risk, Telecommunications Risk and Signalling Risk and to ensure that all OHLE , Signalling and Telecommunications in all the SET locations is at all times safe for the duty it is expected to achieve.

3.1.4.3 Ensuring regular Safety Tours are done to verify that Contractors using contracted or their own equipment does so in a manner consistent with their method statement and in accordance with the intended purposes and in a manner consistent with safe operation for the application and use in question.

3.2 Technical Manager (Signalling & OHLE)

3.2.1 The Technical Manager (Signalling & OHLE) is accountable for OHLE Safety and Signalling Safety for the entire Iarnród Éireann railway network. The Technical Manager (Signalling & OHLE) is the Professional Head for the Signalling discipline in the SET Department and he is supported by a Principal Engineer OHLE who is the Professional Head for OHLE. The Technical Manager (Signalling & OHLE) achieves the required Signalling Safety and OHLE Safety through the Risk management and actions taken by himself and his team to manage any/all Signalling Risks and OHLE Risks, specifically the identification, mitigation, resolution and control of these Risks.

3.2.1.1 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as

required by the SET Documentation (as defined in SET Department Safety Management System) as it affects OHLE Safety and Signalling Safety.

3.2.2 The Signalling Safety and OHLE Safety accountability includes:

3.2.2.1 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.3 Technical Manager (Telecommunications)

3.3.1 The Technical Manager (Telecommunications) is accountable for Telecommunications Safety for the entire Iarnród Éireann railway network. The Manager DART Signalling & National Telecommunications is the Professional Head for the Telecommunications discipline in the SET Department. The Technical Manager (Telecommunications) achieves the required Telecommunications Safety through the Risk management and actions taken by himself and his team to manage any/all Telecommunications Risks, specifically the identification, mitigation, resolution and control of these Risks. As required, he secures the contribution of the Professional Head.

3.3.1.1 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Telecommunications Safety.

3.3.2 The Telecommunications Safety accountability includes:

3.3.2.1 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.4 Accountable Technical Specialists

3.4.1 The Accountable Technical Specialists are accountable for OHLE Safety or Signalling Safety or Telecommunications Safety for those parts of the Iarnród Éireann railway network within the SET Locations that are his accountability

3.4.2 This OHLE Safety, Signalling Safety or Telecommunications Safety accountability includes:

3.4.2.1 Reviewing and investigating any and all OHLE Hazards and OHLE Incidents, Signalling Hazards and Signalling Incidents or Telecommunications Hazards and Telecommunications Incidents, on a daily basis, assessing the Risk associated with each Hazard or Incident and advising the Accountable Line Manager accountable for these SET Locations of the appropriate precautionary/mitigation actions to follow.

3.4.2.2 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.5 Safety Manager SET

3.5.1 The Safety Manager SET reports to the Chief Engineer SET and is accountable for:

3.5.1.1 Monitoring and reviewing, through audits as appropriate, the implementation of all SET Safety Management Standards and ensuring corrective actions are taken by SET Locations if there is any deviation from these Standards.

3.6 Signalling Manager (South & West) and Signalling Manager (North & East)

3.6.1 The Signalling Manager is responsible for all aspects of the management of production activities within an area made up of a number of geographic regions and several SET Locations. The Signalling Manager is accountable for all the aspects of Signalling Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:

3.6.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for

- 3.6.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety.
- 3.6.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.7 Manager DART Signalling & National Telecommunications

- 3.7.1 The Manager DART Signalling & National Telecommunications is responsible for all aspects of the management of production activities within an area made up of a number of regions and several SET Locations. The Manager DART Signalling & National Telecommunications is accountable for all the aspects of Signalling Safety, Telecommunications Safety, Traction Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:
 - 3.7.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for
 - 3.7.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety.
 - 3.7.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.8 Regional Signalling Manager (West), Regional Signalling Manager (South), Regional Signalling Manager (North & East), Regional Signalling Manager (Heuston)

- 3.8.1 The Regional Signalling Manager is responsible for all aspects of the management of production activities within a region made up of a number of SET Locations. The Regional Manager is accountable for all the aspects of Signalling Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:
 - 3.8.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for
 - 3.8.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety.
 - 3.8.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.9 Regional Signalling Manager DART

- 3.9.1 The Regional Manager DART is responsible for all aspects of the management of production activities within a region made up of a number of SET Locations. The Regional Manager DART is accountable for all the aspects of Signalling Safety, Traction Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:
 - 3.9.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for
 - 3.9.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety.
 - 3.9.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.10 Telecommunications Maintenance Manager

3.10.1 The Telecommunications Maintenance Manager is responsible for all aspects of the management of production activities within a region made up of a number of SET Locations. The Telecommunications Maintenance Manager is accountable for all the aspects of Telecommunications Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:

- 3.10.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for
- 3.10.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety.
- 3.10.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.11 Construction Manager SET

3.11.1 The Construction Manager SET is responsible for all aspects of the management of production activities within an area made up of a number of geographic regions and several project-oriented SET Locations. The Construction Manager SET is accountable for all the aspects of Signalling Safety, Telecommunications Safety and Occupational Safety of all the production operations and supplier operations associated with the SET Locations under his control, specifically:

- 3.11.1.1 Occupational Safety of all SET work conducted within these SET Locations, and for
- 3.11.1.2 Ensuring that employees/Contractors under the control of these SET Locations correctly complete all the technical, production and maintenance tasks as required by the SET Documentation (as defined in SET Department Safety Management System) as it affects Signalling Safety and Telecommunications Safety.
- 3.11.1.3 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely.

3.12 Stores & Inventory Manager

3.12.1 The Stores & Inventory Manager reports to the Head of Engineering Procurement and is accountable for all aspects of the management of the stores and inventory in the SET, SET and CME departments and for the Occupational Safety of all the CME Locations, SET Locations and SET Locations under his control.

3.12.2 This Occupational Safety accountability includes:

- 3.12.2.1 Ensuring that Contractors working within the SET Location follow a Permit-to-Work system and work safely and that any visitors to the SET Location are supervised and safe.

3.13 Competency Manager

3.13.1 The Competency Manager reports to the Head of Engineering Safety and is accountable for all aspects of the management of competency in the SET, CCE and CME departments.

3.14 Training Manager

3.14.1 The Training Manager reports to the Head of Engineering Strategy/HR and is accountable for all aspects of the management and delivery of training in the CCE, SET and CME departments.

3.15 Contractor Safety Executive

3.15.1 The Contractor Safety Executive reports to the Head of Engineering Safety and is the owner of this Standard. The Contractor Safety Executive is accountable for all aspects of the management of this standard and specifically:

- 3.15.1.1 To manage a process to review Contractor "Safety Management" submissions and to qualify Contractors as "Accepted".
- 3.15.1.2 To issue Permits-to-Work to Contractors and to record and make accessible the records of such permits.
- 3.15.1.3 To maintain a complete record of Permits-to-Work (issued and lapsed) and associated "Safety Management" submissions for a period of 6 years.
- 3.15.1.4 To manage, control and implement an audit programme to audit Contractors on an ongoing basis.
- 3.15.1.5 To ensure that audit findings are implemented and that corrective actions are taken with regard to Contractors.

3.16 Safety Representatives

3.16.1 Safety Representatives must pro-actively promote Occupational Safety including undertaking training with regard to participating in Risk Assessments, identifying Hazards and supporting management actions to improve workplace Safety.

4 Implementation

- 4.1 **Qualify Contractors as “Accepted”**– The Contractor Safety Executive is responsible for qualifying Contractors as “Accepted” to do work for Iarnród Éireann. Specifically:
- 4.1.1 That a Permit-to-Work is only issued if the following two conditions are met:
- 4.1.1.1 The conditions of the “Contractor Safety Checklist” are achieved and the “Contractor Safety Checklist” is signed by both the Contractor Safety Executive and the Contractor Charge Person.
- 4.1.1.2 A “Safety Management” submission (as described in both this Standard and in the Contractor Safety Regulations as attached in Appendix 1 of this Standard) has been made and evaluated as “Accepted”.
- 4.1.1.2.1 That the “Safety Management” submission is evaluated as follows:
- 4.1.1.2.1.1 That the “Method Statement” and associated “Risk Assessments” contained in the Safety Management submission is evaluated by the Accountable Line Manager for suitability of the Contractor to do that scope of work when interfacing with local Iarnród Éireann activities. This evaluation is not a review or an approval of the Contractor’s own activities, but an evaluation to ensure the Contractor’s method of working is “Accepted” to the extent that it will not transfer Safety risks to activities outside the Contractor’s permitted scope of work.
- 4.1.1.2.1.2 That the other parts of the “Safety Management” submission are reviewed by the appropriate resources within the Contractor Safety Executive’s team for suitability. This review for suitability will not prescribe safe systems of work to the supplier, but will be an overview-type review of those parts of the “Safety Management” system that is reviewed.
- 4.1.1.2.1.3 That the proposed plant to be used is properly certified in accordance with the appropriate Iarnród Éireann standards.
- 4.2 **What accountability goes with “Accepted” status of Contractors** – A Contractor that is qualified as “Accepted” to do work for Iarnród Éireann retains total accountability for the Safety of his employees and the works he is doing. Specifically:
- 4.2.1 The “Accepted” status of a Contractor is not an approval by Iarnród Éireann of the Contractor or of his work practices. Such an “Accepted” status is simply an assessment that Iarnród Éireann regards the Contractor as having submitted a “Safety Management” submission that, if followed properly, should enable the Contractor to execute his work safely.
- 4.2.2 By qualifying a Contractor as “Accepted”, Iarnród Éireann is not accepting any liability or any Safety responsibility for the Contractor or the Contractor’s activities and no Safety accountability transfers to Iarnród Éireann. The Contractor stays fully accountable to the full extent of any legislation for the Safety of his employees and the work he executes.
- 4.3 **“Safety Management” submissions** – Every potential Contractor must submit a “Safety Management” submission to Iarnród Éireann.
- 4.3.1 The “Safety Management” submission must be made (in electronic “soft” copy) as part of the tendering process. The submission must be made (and evaluated by the Contractor Safety Executive) before the Contractor is awarded the work and before the Contractor is allowed on Iarnród Éireann premises.
- 4.3.2 The “Safety Management” submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 4.3.3 **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, the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and a detailed description of the role of the "Contractor's Charge Person" (the person in the Contractor's employ that will be responsible for Safety during the period of the Permit-to-Work).

- 4.3.3.1 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.
- 4.3.3.2 The Contractor's Safety Statement must comprehensively deal with the Contractor's management of his own sub-Contractors to the full extent of the applicable statutory requirements.
- 4.3.4 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:
 - 4.3.4.1 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.).
 - 4.3.4.2 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.).
 - 4.3.4.3 An explanation of the specific risk control measures (e.g. as per Risk Assessments) that will be active during the period of the Permit-to-Work and which will detect Hazards and Risks to safety.
 - 4.3.4.4 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 Iarnród Éireann Permit-to-Work system will be adhered to and not breached.
 - 4.3.4.5 A detailed explanation of how the Contractor will control particular risks (e.g. work at height, work in confined spaces, hot work, work over or adjacent to water, etc.) in order to ensure that the work is done safely and the provisions of the Iarnród Éireann Permit-to-Work system will be adhered to and not breached.
 - 4.3.4.6 An explanation of how the written "Method Statement" and all other Safety information (e.g. Risk Assessments, Method Statement, etc) will be communicated to all the Contractor's staff.
- 4.3.5 **Written and signed Risk Assessments** – The Contractor will submit written and signed (by the "Contractor's Charge Person") Risk Assessments that are specific to the work activities and for all the work activities. The Contractor will ensure that all the appropriate Risk mitigations are adopted and followed and that all the Contractor's staff are fully informed on these Risk Assessments and Risk mitigations.
- 4.3.6 **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.
 - 4.3.6.1 The Contractor shall provide evidence of procedures and training/certification that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
 - 4.3.6.2 The Contractor shall provide copies of all certification relating to people, plant and machinery that satisfies the requirements of the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
 - 4.3.6.3 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 Iarnród Éireann.

- 4.3.7 **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.
- 4.3.8 **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.
- 4.3.9 **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.
- 4.3.10 **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.
- 4.4 **What does a Permit-to-Work mean to a Contractor** – Having been issued with a Permit-to-Work, the Contractor does not have the right to start any works or go “on or near the line”. Work can only be started with the approval of the local Accountable Line Manager or his representative on site.
- 4.5 **Maintaining a Permit-to-Work system** – The Contractor Safety Executive is responsible for maintaining a register of all the Permits-to-Work and “Safety Management” submissions as required under this Standard. Specifically:
- 4.5.1 That a Contractor is issued a Permit-to-Work for work only if that Contractor has been evaluated as “Accepted” and signed off as such by the Contractor Safety Executive.
- 4.5.2 To notify Accountable Line Managers per SET Location, through an accessible list or database, which Contractors have live permits; and to maintain such list or database.
- 4.5.3 That a complete record of Permits-to-Work (issued and lapsed) and associated “Safety Management” submissions are kept for a period of 6 years.
- 4.6 **Control of the Safety of work done by the Contractor** – The Contractor is accountable for the safe execution of the work that he has contracted for, Specifically:
- 4.6.1 That the complete scope of work delivered by the Contractor and/or the resources under his control are fully compliant with the “Safety Management” submission and all the applicable safety legislation and safety practices.
- 4.6.2 That all the work activities that form part of the scope of work are controlled, supervised, managed and assured as being in compliance with the “Safety Management” submission by a Contractor Charge Person from the Contractor’s organisation.
- 4.6.3 That only work activities and resources as permitted under a valid Permit-of-Work is engaged in and that the Contractor Charge Person will, at any time while work is being done for Iarnród Éireann, be in possession of the valid Permit(s)-to-Work.
- 4.6.4 That any employees or resources used by the Contractor secure the appropriate Safety briefings, namely either the daily Site Safety Briefing (for “on the line” work sites) or the Contractor Induction briefing (for depot-type locations, as in Appendix 3) or any other briefings as appropriate.
- 4.6.5 That any changes to safe work methods as proposed in the Method Statement are resubmitted to Iarnród Éireann before such changes are adopted.
- 4.6.6 That any changes to Risk Assessments are resubmitted to Iarnród Éireann immediately.

- 4.7 **Monitoring and Inspecting of Contractors** - The Accountable Line Manager responsible for the SET Location is accountable for ensuring that all Contractors working in or at that SET Location are regularly monitored and inspected according to this Standard and SET-SMS-001. Specifically:
- 4.7.1 That Contractors are regularly inspected on Safety Tours (as in SET-SMS-008) to ensure they work strictly in accordance with the Permit-to-Work that the Contractor has been issued.
 - 4.7.2 That no Contractor is allowed to do any work without an in-date and properly scoped Permit-to-Work.
 - 4.7.3 That the Contractor adheres to the submitted Method Statement appropriate to the scope of work.
- 4.8 **Auditing of Contractors** - The local Safety Executive for the SET Location is accountable for regular audits of those Contractors working in or at the SET Location.
- 4.8.1 The Contractor Safety Executive will manage, control and implement a Contractor Audit programme. Local Safety Executives for the SET Locations as part of their normal auditing programme will do unannounced audits on Contractors; recording findings and advising the Contractor Safety Executive as to findings from these audits.
 - 4.8.2 Specifically, the local Safety Executives will verify through audit that the Contractor follows and implements all the provisions, instructions, actions and guidelines as described in both the "Safety Management" submission and the Contractor Safety Regulations as attached in Appendix 1 of this Standard.
 - 4.8.3 The Contractor Safety Executive ensures that corrective actions arising from the audits are implemented and/or that appropriate actions (commercial or otherwise) are taken with regard to Contractors that are in breach.
- 4.9 **Permits must be practicable and adapted to circumstances** - The requirements for access to the different SET Locations will vary and will require permits to be awarded in a flexible and practicable but consistent manner. As an explanation, consider the following examples and principles:
- 4.9.1 The purpose of the Permit-to-Work system is to ensure that Contractors do only that work that 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 regulating Contractor activities in a sensible and optimal manner.
 - 4.9.2 As an example of specific activity of Contractors, a transport company that only delivers heavy material (e.g. rails) 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 SET 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.
 - 4.9.3 As an example of repetitive activity of Contractors, if the same transport company as in the example above is contracted to do several deliveries to a SET location over a period of time, that SET Location can issue a long period Permit-to-Work (e.g. a 6 month permit) which the Contractor needs to show as required to get access to the SET 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.
 - 4.9.4 As an example of supervised Contractors, if a technical specialist or technical consultant (e.g. specialist surveyor, a system test engineer, an auditor, etc.) attends to a SET Location with the purpose of doing a specific technical or other scope of work but are doing so under the supervision of an Iarnród Éireann Manager, the "Contractor" is considered a "Visitor" and that Iarnród Éireann Manager takes full

responsibility for the safety of such a "Contractor" or "Visitor". In this case a Permit-to-Work is not required.

- 4.10 **How to complete Contractor Safety Checklist** – A copy of the Contractor Safety Checklist is shown in Appendix 2. This form must be completed by the Line Manager before any Permit-to-Work is issued and is completed as follows:

4.10.1 Contractor's name, serial number of the checklist and the date.

4.10.2 Proposed Works - Give a brief description of the proposed works to be carried out by the contractor.

4.10.3 Section 1 – Safety Documentation. Tick the appropriate box either "Yes" or "No" to indicate a "Safety Statement has been submitted by the Contractor"; that it "addresses the work being carried out"; A "Method Statement has been received for all activities." That Risk Assessments have been submitted which includes a detailed description of the use of PPE." A list of personnel proposed for work, including sub contractors has been supplied". "That Emergency Procedures have been supplied". "That a Workplace Clean Up Plan has been supplied". That a "clause by clause submission" of compliance to Appendix 1 of the Standard been received. That copies of all relevant plant certification (including lifting equipment have been received).

4.10.4 Section 2 – Tick the appropriate box either "Yes" or "No" to the question regarding the Contractor's Insurance Cover.

4.10.5 Section 3 - Where Work is Deemed "Construction Work" under the Safety Health & Welfare at Work (Construction) Regulations SI 504 of 2006, tick the appropriate box either "Yes" or "No" to indicate that "Safety Awareness Scheme Cards (e.g; FAS Safe Pass or equivalent) been checked for all operatives". That "FETAC Construction Skills Cards or equivalent have been checked for all relevant operatives". That if "Construction Work" and if more than 20 persons are under the control of the "Contractor", that a Safety Officer been appointed by the Contractor

4.10.6 The checklist must be signed and dated by the Line Manager and forwarded to the Contractor Safety Executive advising that a Permit-to-Work may be issued.

4.10.7 Section 4 – Identification of Hazards and Assessment of Risk. Tick the appropriate box either "Yes" or "No" to confirm that the Contractor has met the provisions of the Contractor Safety Regulations. That the Risks posed by the work activity have been assessed, that the Risks posed to the Contractor's staff by IE plant and activities have been assessed, that Risks to IE personnel and plant have been assessed, that the Contractor's emergency procedure has been explained to their staff and that the Contractor has fully briefed their staff and sub-contractors of the hazards specific to the work location.

4.10.8 The checklist must be signed by the Contractor Charge Person with contact numbers and dated.

4.10.9 Section 5 - The IE Contractor Safety Executive signs and dates the checklist, including their contact number.

4.10.10 Contractor Safety Checklist Register –The Checklists must be listed in numerical order and if, for any reason where non-compliant submissions result in the non-issuing of Permits to Work, then not issued "not issued" must be written beside "Name of Contractor" opposite the relevant "Serial Number".

- 4.11 **How to complete a Contractor Permit-to-Work** - A Contractor Permit-to-Work is shown in Appendix 4. The form is completed as follows:

4.11.1 The Contractor Safety Executive ensures that the Contractor complies with the Contractor Safety Regulations as in Appendix 1 of this Standard and that the Contractor has fully satisfied all the deliverables in the Contractor's Safety Checklist.

4.11.1.1 If any deliverable required on the Contractor's Safety Checklist is not available, a Permit-to-Work cannot be issued.

- 4.11.2 The Contractor Safety Executive completes the Permit-To-Work form and issues the digital PDF Permit-to-Work to the Line Manager. The Line Manager and the Contractor's "Charge Person" will then sign and date the form. The Line Manager will issue a copy of the form to the Contractor and will forward the scanned signed copy of the Permit-to-Work to the Contractor Safety Executive.
- 4.11.2.1 Enter Permit Unique Number. On the next line complete "Contractor" i.e. Contractor's business name, e.g. "O'Connor & Sons" and not "Joe O'Connor and relevant "Method Statement number". On the next line enter the "Work Description" e.g. "provision of plant and people for signalling work". On the next line enter the "Work Location" e.g. "Cork Line between the 34MP and 35MP" On the next line enter the duration e.g. "Permit Start Date 30th October 2010 Permit End Date 6th January 2011". On the next line enter the "Charge Persons Details" i.e. "Name and Contact Number".
- 4.11.2.2 In the section "Heavy Plant" enter details of all plant submitted for works as follows "Plant Type, Registration Number, Serial Number, GA 1 Expiry Date and Safe Working Load (SWL)".
- 4.11.2.3 In the section "Lifting Equipment" enter details of all lifting equipment submitted for works as follows "Type, Serial Number, Safe Working Load (SWL)" and GA 1 Expiry Date".
- 4.11.2.4 In the section "People" enter details of all people submitted for works as follows "Name, PTS Expiry Date, Safe Pass Expiry Date, Manual Handling confirmation, and Abrasive Wheels confirmation, etc.
- 4.11.2.5 In the section "CSCS" enter details of CSCS certification submitted for works as follows, "360 Excavator expiry date, 180 Excavator expiry date, Mini-Digger expiry date, Site Dumper expiry date".
- 4.11.2.6 In the section "Permit Commencement" enter the "Contractors Charge Person" name and the date. Enter the Contractor Safety Executive" name and the date.
- 4.11.2.7 In the section "Permit Termination" enter the "Contractors Charge Person" name and the date. Enter the Contractor Safety Executive" name and the date.
- 4.11.2.8 Identify any "Work Restrictions" necessary and write them in the space provided.
- 4.11.3 Authorisation to commence work is not given until the Contractor or the "Contractor's Charge Person" confirms and verifies the information written on the form is correct and that the necessary precautions have been taken to carry out the work as defined. He must also accept responsibility to inform all workers involved and accept responsibility for the work. The form must be signed, dated and time inserted by both the Contractor or the "Contractor's Charge Person" and the Line Manager
- 4.11.4 The Copy 1 of the Permit-to-Work should be given to the Contractor for display at the work location.
- 4.11.5 Hand Back and Termination - When work is complete the Contractor or the "Contractor's Charge Person" will sign and date the Permit-to-Work to confirm that the work has been completed and the area is in a safe condition. The "Iarnrod Éireann Line Manager" will sign and date the Permit-to-Work to confirm he has inspected the completed work and forward a scanned copy of the cancelled Permit-to-Work to the Contractor Safety Executive.
- 4.11.6 Any time extensions to issued Permit-to-Work must be notified to the Contractor Safety Executive so that a revised permit may be issued.
- 4.11.7 Permit-to-Work Register -. The Permits must be listed in numerical order and if, for any reason a Permit-to-Work is not issued "not issued" must be written in the "Location of Work" column opposite the relevant "Serial Number".
- 4.12 On the reverse of the permit titled "Other Information" enter all other relevant information relating to the works e.g. additional plant certification where required, additional CSCS certification where required, any specific work restrictions such as

limited working hours, areas where it is not permitted to access without Iarnród Éireann supervision.

5 Contractor Safety Review Workshop

- 5.1 **"Contractor's" Safety Review Workshops** – A "Contractor's" Safety Review Workshop is held once every two months. This review is recorded in minutes. The "Contractor's" Safety Review Workshop is chaired by the Head of Engineering Safety and is conducted as an active workshop with the following key objectives:
- 5.1.1 To identify the "Contractor's" related Hazards through either findings from Safety Tours, Hazard Report Forms, Accident Reports, findings from Risk Assessments, audits of contractors, employee feedback or any other source (e.g. audits).
 - 5.1.2 To review all "Contractor's" Hazard Report Forms and agree on the appropriate action to be taken, per "Contractor's" Hazard. Also, to review the progress with the implementation of all the related actions for any other "Contractor's" Hazards previously identified.
 - 5.1.3 To review and update the programme of "Contractor's" Risk Assessments so as to ensure that higher priority "Contractor's" Hazards or "Contractor's" Risks are resolved in a timely manner.
 - 5.1.4 To agree on the appropriate precautionary/mitigation actions per "Contractor's" Risk Assessment and to review the progress with the implementation of all the related precautionary/mitigation actions for any other "Contractor's" Risk Assessment previously identified.
 - 5.1.5 To review all contractor specific Safety Tour Forms and to agree on the appropriate precautionary/mitigation actions per contractor specific Safety Tour finding. Also, to review the progress with the implementation of all the related precautionary/mitigation actions for any previous Safety Tours.
 - 5.1.6 To review all audits related to this Standard and to agree on the appropriate precautionary/mitigation actions per audit. Also, to review the progress with the implementation of all the related precautionary/mitigation actions as identified on previous audits.
 - 5.1.7 To review all proposed "Contractor's" Safe Systems of Work and to agree on the implementation actions for those "Contractor's" Safe Systems of Work. Also, review the progress with the implementation of all "Contractor's" Safe Systems of Work.
 - 5.1.8 To identify, implement or/and act upon any further actions that will improve "Contractor's" Safety, whether improvements in training, improvements in the vehicles, improvements in systems of work, or improvements in communication and briefings.
 - 5.1.9 The "Contractor's" Safety Review Workshops should be set for specific dates during the year and these dates should not be varied. The Head of Engineering Safety will determine the dates of all "Contractor's" Safety Review Workshops.

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 Iarnród Éireann expects Contractors to have in place so that Contractors can ensure Occupational Safety is achieved during the execution of the scope of work for which the Contractor has a Permit-to-Work.

This document forms an integral part of the Contractor's 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. The Contractor shall ensure that any costs associated with this implementation are included in the contract price.

The Contractor accepts full accountability for the Safety of the scope of works he is awarded and for the Safety of his staff. The Contractor accepts that Iarnród Éireann's safety responsibility in relation to the Contractor's activities is limited to only verify the Contractor's "Safety Management" submission and that it is the Contractor's duty to ensure the works are executed safely and in accordance with all the applicable legislation.

Iarnród Éireann is responsible only for providing resources where explicitly so stated.

Any breach by the Contractor of any section or sub-section or part of these Contractor Safety Regulations or of SET-SMS-005 gives Iarnród Éireann an automatic right to terminate the contract without any recourse and without the Contractor having any rights to termination damages. Breaches of a minor nature will be subject to sanctions such as liquidated damages retained by Iarnród Éireann as stipulated in the contract terms and conditions or if not specifically stated of up to €800 per breach.

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 SET-SMS-005 "Contractors and Permit-to-Work System" 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 SET-SMS-005 "Contractors and Permit-to-Work System" 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 nominated competent member of the Contractor's staff controls the activities to ensure that the Risk Assessments are adhered to. This staff member must be made known to the Iarnród Éireann work site supervisor prior to the commencement of work.

- 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 competent 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, 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 competent 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 legislation as is appropriate to the scope of work.
 - 2.3.1 Any company or Contractor that may present as a "non-Irish" company must still adhere fully to this Standard and the legislation as applicable.
- 2.4 **Iarnród Éireann 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 Contractor Safety Executive. The Contractor is at no stage allowed to proceed with any work that is not approved on a valid Iarnród Éireann Permit-to-Work.
 - 2.4.2 Every site or SET 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 Contractor Safety Regulations (CSR).
- 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 SET 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 SET 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 Contractor Safety Regulations.
- 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.
 - 2.6.4 The Contractor shall ensure that a nominated competent member of the Contractor's staff controls sub-Contractor activities to ensure that the Risk Assessments are adhered to. This staff member must be made known to the Iarnród Éireann Accountable Line Manager or his representative on site prior to the commencement of work.

- 2.6.5 The Contractor shall ensure that the tasks and activities as described in the written Method Statement are adhered to by sub-contractors at all times and that a competent member of the Contractor's staff controls the tasks and activities to ensure that the intent of the Method Statement is achieved. This staff member must be made known to the Iarnród Éireann Accountable Line Manager or his representative on site prior to the commencement of work.
- 2.7 **Disciplinary procedure to be followed for unsafe practices** - In the event of unsafe practices by the Contractor's staff being identified, Iarnród Éireann shall implement the following disciplinary procedure:
- 2.7.1 A written Corrective Action Notice will be issued to the nominated member of the Contractor's staff and a formal response must be returned to the Iarnród Éireann Contractor Safety Executive within 48 hours of issue. (the time detailed on the Corrective Action Form initiates the 48 hour time frame)
- 2.7.2 The Corrective Action Notice will document the type, level and nature of the breach and will include corrective actions required. The Corrective Action Notice will also include sanctions which may include liquidated damages of €800 per breach.
- 2.7.3 Corrective Action Notices will be monitored for persistent non-compliances and further sanctions may be imposed.
- 2.7.4 Corrective Actions Notices may be issued subsequent to reported breaches where an investigation has shown that a breach has occurred.
- 2.7.5 In particular serious circumstances, at the judgement of the Contractor Safety Executive, 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 Permit-to-Work, the Contractor's personnel will not interfere with, adjust or otherwise tamper with any Iarnród Éireann plant or equipment.
- 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 Iarnród Éireann site or SET Location.
- 2.9.1 The Contractor shall ensure that medication does not adversely 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 are briefed on the Iarnród Éireann "Drugs and Alcohol Policy" and advised that they are subject to the terms of this Policy while working on Iarnród Éireann 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 Iarnród Éireann.
- 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 Iarnród Éireann before allowing persons under the age of 18 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 Iarnród Éireann that will include specific Risk Controls related to briefing, informing and controlling such activities.
- 2.11.2 The Contractor shall ensure that Iarnród Éireann'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 Iarnród Éireann 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 Iarnród Éireann Accountable Line Manager or his representative on site.
- 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 Iarnród Éireann's 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.
- 2.14 **First Aid facilities** - Occupational First Aid facilities shall be provided by the Contractor.
- 2.15 **Accident reporting** – The Contractor shall immediately report all accidents (whether minor or those incurring lost time), dangerous occurrences and "near misses" as soon as possible to the IE Line Manager or his representative on site.
- 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 Contractor Safety Executive. Such investigations shall identify both the direct and indirect root causes of the accident/incident. In addition, Contractors must co-operate with and assist Iarnród Éireann in its own investigation.
- 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 Part X of 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 Contractor Safety Executive.
- 2.16 **Contractor's Insurance** - All Contractors must have minimum insurance cover as required by the procurement documentation.
- 2.16.1 Certificates detailing the Contractor's insurance cover must be made available by the Contractor for examination by Iarnród Éireann and should be checked with the Contractor and Supplier Insurance Procedure.

3 Contractor Information

- 3.1 **Iarnród Éireann Safety Statement** – The Contractor is entitled to examine the Iarnród Éireann Safety Statement for the SET 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 SET Location.
- 3.2 **Liability** - For the avoidance of doubt, the submission of any documentation by the Contractor to Iarnród Éireann as required pursuant to this document or the Contract and the subsequent Iarnród Éireann comments or lack of Iarnród Éireann comments on any such documentation by Iarnród Éireann 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 Iarnród Éireann an automatic right to terminate the contract without any recourse and without the Contractor having any rights to termination damages. Breaches of a minor nature will be subject to sanctions such as liquidated damages retained by Iarnród Éireann as stipulated in the contract terms and conditions or if not specifically stated of up to €800 per breach.
- 4.2 Any Iarnród Éireann 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.
- 4.3 Any time lost or costs associated with investigations or actions required by Iarnród Éireann 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 **"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:
- 5.1.1 To ensure the safety of all the Contractor's personnel.
- 5.1.2 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.
- 5.1.2.1 The "Contractor's Charge Person" must be present at all times when work is being carried out by the Contractor's personnel.
- 5.1.2.2 Where and when agreed with the Iarnród Éireann Accountable Line Manager or his representative on site, the role of "Contractor's Charge Person" can be transferred to another competent person working for the Contractor, provided his details are documented on the Permit-to-Work.
- 5.1.2.3 To relay the instructions of the Iarnród Éireann Accountable Line Manager or his representative on site to the Contractor's personnel and for ensuring that these instructions are carried out.

- 5.1.2.4 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 Iarnród Éireann Accountable Line Manager or his representative on site.
- 5.1.2.5 Work must not commence until the Contractor's Charge Person has received a Permit-to-Work from the Contractor Safety Executive or his representative and until all required safety precautions have been taken by the Contractor.
- 5.1.2.6 To advise and inform the Contractor Safety Executive of any hazards that the Contractor's activities might pose to persons or to Iarnród Éireann plant other than the Contractor's own personnel or plant.
- 5.2 **Communication** – Except by prior and mutual agreement or in cases of emergency, any work related issues that the Contractor believes are for Iarnród Éireann's interest must be communicated by the "Contractor's Charge Person" to the Iarnród Éireann Accountable Line Manager or his representative on site.
- 5.3 **Role of Client (Construction Regulations)** – Where work under the Contract is deemed to be "construction work" under the Safety Health and Welfare at Work (Construction) Regulations SI 504 of 2006, the Client under this legislation is Iarnród Éireann, Connolly Station, Dublin 1. This role will be discharged by Iarnród Éireann in accordance with these regulations.
- 5.4 **Appointment of Project Supervisors (Construction Regulations)** - The tender stage documentation will specify whether the work involved is deemed "construction work" under the Safety, Health and Welfare at Work (Construction) Regulations SI 504 of 2006 and will also specify whether the Contractor will be appointed as Project Supervisor Design Process and/or Project Supervisor Construction Stage under the Contract.
 - 5.4.1 Where the Contractor is appointed by Iarnród Éireann as Project Supervisor Design Process 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 Process 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). In both cases a Safety Co-ordinator must be appointed. 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, make a "Safety Management" submission. The purpose of the submission is as follows:
 - 6.1.1 For the Contractor to demonstrate to Iarnród Éireann that the Contractor has a systematic approach to Safety Management of the scope of work.
 - 6.1.2 For the Contractor to demonstrate the safe methods according to which the tasks are to be executed.
 - 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** - Every potential Contractor must submit a "Safety Management" submission to Iarnród Éireann.

- 6.2.1 The "Safety Management" submission must be made (in electronic "soft" copy) as part of the tendering process. The submission must be made (and evaluated by the Contractor Safety Executive) before the Contractor is awarded the work and before the Contractor is allowed on Iarnród Éireann premises.
- 6.2.2 The "Safety Management" submissions will consist of a single file that contains the following documents under the chapter headings shown in bold below:
- 6.2.3 **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, the Risks his personnel will be exposed to, the Risk Assessments that will apply and which will be followed, and a detailed description of the role of the "Contractor's Charge Person" (the person in the Contractor's employ that will be responsible for Safety during the period of the Permit-to-Work).
- 6.2.3.1 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.
- 6.2.3.2 The Contractor's Safety Statement must comprehensively deal with the Contractor's management of his own sub-Contractors to the full extent of the applicable statutory requirements.
- 6.2.4 **Written Method Statement** – The Contractor will submit a written "Method Statement" for the work activities which shall include, as a minimum:
- 6.2.4.1 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.).
- 6.2.4.2 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.).
- 6.2.4.3 An explanation of the specific risk control measures (e.g. as per Risk Assessments) that will be active during the period of the Permit-to-Work and which will detect Hazards and Risks to Safety.
- 6.2.4.4 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 Iarnród Éireann Permit-to-Work system will be adhered to and not breached.
- 6.2.4.5 A detailed explanation of how the Contractor will control particular risks (e.g. work at height, work in confined spaces, hot work, work over or adjacent to water, etc.) in order to ensure that the work is done safely and the provisions of the Iarnród Éireann Permit-to-Work system will be adhered to and not breached.
- 6.2.4.6 An explanation of how the written "Method Statement" and all other Safety information (e.g. Risk Assessments, Method Statement, etc) will be communicated to all the Contractor's staff.
- 6.2.5 **Written and signed Risk Assessments** – The Contractor will submit written and signed (by the "Contractor's Charge Person") Risk Assessments that are specific to the work activities and for all the work activities. The Contractor will ensure that all the appropriate Risk mitigations are adopted and followed and that all the Contractor's staff are fully informed on these Risk Assessments and Risk mitigations.

- 6.2.6 **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.
- 6.2.6.1 The Contractor shall provide evidence of procedures and training/certification that satisfies the requirements of the Contractor Safety Regulations.
- 6.2.6.2 The Contractor shall provide copies of all certification relating to people, plant and machinery that satisfies the requirements of the Contractor Safety Regulations.
- 6.2.6.3 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 Iarnród Éireann.
- 6.2.7 **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.
- 6.2.8 **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. The Contractor will specifically explain how his staff will be rescued in the case of emergencies during tasks.
- 6.2.9 **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.
- 6.2.10 **Compliance with Contractor Safety Regulations** – The Contractor shall include a paragraph-by-paragraph compliance statement to the Contractor Safety Regulations, 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 Iarnród Éireann 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 SET 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 Iarnród Éireann property. Where staff, other than those listed, are brought into SET Locations, their names must be notified to the Contractor Safety Executive 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 Contractor Safety Executive 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 Iarnród Éireann Accountable Line Manager or his representative on site during the induction process. Hard copies of all cards and certificates must be submitted in a format that is legible and where necessary both sides of the certification must be submitted where expiry dates or competencies are detailed on the reverse side.

- 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 Iarnród Éireann. 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 Shot-firing
- 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 Iarnród Éireann 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 Iarnród Éireann, 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).
- 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 Iarnród Éireann 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 Contractor Safety Executive, 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.
- 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 the Iarnród Éireann Accountable Line Manager or his representative on site 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 Contractor Safety Executive. 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 Iarnród Éireann's emergency procedures. Contractors shall ensure that all personnel are familiar with their own and Iarnród Éireann'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, Iarnród Éireann 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 Iarnród Éireann Accountable Line Manager or his representative on site.
 - 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, signalling, 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 and/or signalling equipment.
 - 7.6.2 Unauthorised entry into switchgear rooms, relay rooms, computer rooms, control rooms and other locations containing electrical or signalling 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 Iarnród Éireann scaffolds shall be used by the Contractor only with the permission of the Contractor Safety Executive.
- 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 GA 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 GA 3 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 Prior to entry by Contractor's personnel into a confined space, the Contractor's Charge Person must consult with the Contractor Safety Executive 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 Contractor Safety Executive prior to carrying out welding, cutting, grinding, or any other activity involving a source of ignition. Where a fire risk exists, the Contractor will specify appropriate precautions to the Contractor Safety Executive 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 Contractor Safety Executive 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 Contractor Safety Executive shall be used.
- 7.14.3 All plant and equipment must be adequately secured and stored at the end of each shift. All mobile heavy plant e.g. excavators, site dumpers etc must be fitted with an immobiliser and immobilised and locked when left unattended by an operator. Where necessary anti-vandal guards and grids should be used to secure the machine. All keys to mobile heavy plant must be secured in a location either on or off site.
- 7.14.4 Fuelling may only take place within the confines of a designated area and from an appropriate bowser tank. All contractors must adequately secure bowser fuel tanks at the end of each shift. All fuel spillages must be cleaned immediately. Adequate fire fighting equipment must be in place in any area where fuelling is taking place.
- 7.15 **Digging** - No digging or excavations by hand or machine shall be carried out without the prior agreement of the Contractor Safety Executive. Where such work is authorised by the Contractor Safety Executive, 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 Contractor Safety Executive.
- 7.15.1 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.
- 7.15.2 Where an excavation is over 1.25 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 AF 3 form. Where such an excavation is more than 2 meters deep, an inspection must be carried out each day.
- 7.16 **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.
- 7.17 **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.
- 7.18 **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 μ 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.
- 7.18.1 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 μ Pa, the Contractor shall issue ear protectors to all his affected personnel.
- 7.18.2 Wearing of ear protectors is mandatory where noise levels are 85 dB(A) or above.
- 7.19 **Work with Hazardous Substances** - The Contractor must advise the Contractor Safety Executive of all hazardous substances intended for use and advise on any hazards posed to Iarnród Éireann 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.

7.19.1 Occupational exposure levels shall not exceed those set down in the latest HSA Code of Practice for the Chemical Agents Act 2008, No. 13 or the relevant Safety Data Sheet (whichever is lower).

7.19.2 Flammable, explosive and toxic substances may only be brought into the Location with the permission of the Contractor Safety Executive. All such material must be stored safely in an agreed area. 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.

7.19.3 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.

7.19.4 Category 1, 2 or 3 Carcinogens may only be used subject to the following conditions:

7.19.4.1 Written approval has been obtained from the Contractor Safety Executive

7.19.4.2 A job specific written assessment indicates that there is no safer alternative.

7.19.4.3 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.

7.19.4.4 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.

7.20 **Safety of Work Equipment** - Under the Safety Health and Welfare at Work (General Application) Regulations SI 299 of 2007, 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.

7.20.1.1 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 Contractor Safety Executive.

7.21 **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 3 of the Safety, Health and Welfare at Work (General Application) Regulations SI 299 of 2007 shall therefore apply:

7.21.1 Portable tools with a rating below 2kVA shall be at a voltage not exceeding 125 V ac.

7.21.2 Hand lamps shall be at a voltage not exceeding 25 VAC.

7.21.3 Transformers supplying 125 VAC shall be of the double wound type with the centre point of the lower voltage earthed.

7.21.4 Supplies at voltages exceeding 125 VAC shall be protected by one or more residual current having a tripping current not exceeding 30 mA. Cables carrying voltages exceeding 125 VAC shall be of the steel wire armoured type (e.g. Sylflex).

7.21.5 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 Contractor Safety Executive.


7.22 **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 Contractor Safety Executive

- 7.22.1.1 Cranes, winches and excavators or loaders used as cranes must have been tested and examined by a competent person once in the previous 12 months (or after first assembly on site where applicable) and a record kept on the appropriate statutory form GA1 as appropriate.
- 7.22.1.2 Weekly inspections must be carried out as appropriate and recorded on a GA 2 form.
- 7.22.1.3 All lifting appliances such Lifting accessories including chains, ropes, rings, hooks, shackles, clamps, swivels, spreader beams and spreader frames, vacuum lifting devices

End of Appendix.

Appendix 2: Contractor Safety Checklist

Contractor Safety Checklist

		
Contractor Safety Checklist		
Contractor	Serial Number	Date
Proposed Works:		
1 Safety Documentation Please Tick Where Appropriate		
(a) Has a Safety Statement been submitted by the Contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(b) Is the Safety Statement relevant to the work being carried out & the hazards involved?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(c) Have Method Statements been received for activities of a significant hazardous nature?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(d) Have Risk Assessments been received?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(e) Has a record of competent staff for the work (including subcontractors) been supplied?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(f) Has the Emergency Procedures been supplied?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(g) Has a work place Clean Up Plan been supplied?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(h) Has a clause by clause submission (step by step) of Compliance to Appendix 1 of The Standard been received?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(i) Have copies of all relevant plant certification (including lifting equipment) been received?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Contractor Insurance		
(a) Have copies of insurance certificates been provided to Irish Rail?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Where Work is Deemed "Construction Work" under the Safety Health & Welfare at Work		
3 (Construction) Regulations SI 504 of 2006		
(a) Have Safety Awareness Scheme Cards (e.g. FAS Safe Pass or equivalent) been checked for all operatives?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(b) Have FETAC Construction Skills Cards or equivalent been checked for all relevant operatives?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(c) If "Construction Work" and if more than 20 persons are under the control of the "Contractor", has a Safety Officer been appointed by the Contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="display: flex; justify-content: space-between;"> <div>(A) Signed IÉ Line Manager</div> <div> Tel: _____ Tel: _____ </div> <div> Work: _____ Mobile: _____ </div> </div> <div style="text-align: center; margin-top: 5px;">Date: _____</div>		
4 Identification of Hazards & Assessments of Risk (Statement by Contractor)		
(a) Have you fully met the provisions of the Contractor Safety Regulations and have you addressed the hazards of the specific job & work location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(b) Have you fully assessed the risks posed by the work activities & work location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(c) Have you fully assessed the risks posed to the your (i.e. Contractor's) personnel by IÉ Plant & activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(d) Have you fully assessed the risks to IÉ personnel & plant posed by your (i.e. Contractor's) activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(e) Have you fully explained the procedures in the event of fire, accident & other emergencies to your (i.e. Contractor's) staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(f) Have you fully briefed your (i.e. Contractor's) staff & your sub contractor's employees on the hazards specific to the work location & what precautions need to be taken on emergency procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="display: flex; justify-content: space-between;"> <div>(B) Signed: Contractor's Charge Person</div> <div> Tel: _____ Date: _____ </div> <div> Work: _____ Mobile: _____ </div> </div>		
5 This Contractor has been qualified as "Accepted" to execute the work scope he has tendered for.		
<div style="display: flex; justify-content: space-between;"> <div>Signed: IE Contractor Safety Executive</div> <div> Tel _____ Date _____ </div> <div> Work: _____ Mobile: _____ </div> </div>		

Appendix 3: Contractor Safety Induction

All briefings to contractors are to take place before work begins. Briefings must include the following:

1. General Safety Rules – Under the Safety Health & Welfare at Work Act 2005 (Section 13) employees must comply with a number of general safety rules. These are posted at the Safety Station.
2. Evacuation Plan – A plan of the SET Location is posted at the Safety Station. The various facilities and sections within the SET Location can be pointed out from this document.
3. Emergency Control Plans – The procedures to be followed in the event of fire or other emergency evacuation are posted at the Safety Station.
4. First Aid – Occupational First Aid facilities shall be provided by the Contractor as per SET-SMS-005
5. How to report an Incident or Accident are shown in SET-SMS-007.
6. Local Hazards – The local hazards e.g. moving rolling stock, overhead lines, etc. should be pointed out and the precautions necessary to the person being briefed.
7. Personal Track Safety (if applicable) – A person working on or near a rail running line must attend a PTS (Personal Track Safety Course). The reasons why this is necessary must be pointed out.
8. PPE – The personal protective equipment required should be discussed.

Appendix 4: Contractor Permit-to-Work



SET CONTRACTOR PERMIT to WORK

Contractor:	O'Connor Construction	Permit Unique Number:	1234
Work Description:	Provision of plant and people for signal Work		
Work Location:	Cork line from the 34mp to the 35 mp.		
Work Duration:	3 Months commencing on 30th of October 2010 to 6th January 2011		
Charge Person Details:	Name: Mick Smith	Contact No 087 - 1234567	

Heavy Plant					Lifting Equipment				
Plant Type	Reg No	Serial No	GA 1Exp Date	SWL	Type	Serial No	SWL	GA1 Exp Date	
Case	98 D 2145	25178416	12 12 2012	4 TON	Chain	1254SD	5 Ton	20 Jan 11	
Hitachi	10 D 2145	12178416	12 12 2012	5 TON	Chain	1254SD	5 Ton	21 Jan 11	
Case	09 D 2145	25178416	12 12 2012	5 TON	Chain	1254SD	5 Ton	22 Jan 11	
Liebherr	10 D 2145	26578416	12 12 2012	5 TON	Sling	1254SS	3 Ton	23 Jan 11	
Case	10 D 2145	25178454	12 12 2012	10TON					
Case	10 D 2145	25178416	12 12 2012	2 TON					
Case	10 D 2145	25178416	12 12 2012	5 TON					
Liebherr	10 D 2145	87178416	12 12 2012	11TON					
Case	07 D 2145	25178416	12 12 2012	5 TON					
Case	08 D 2145	25178416	12 12 2012	5 TON					

People					CSCS			
Name	PTS Exp. Date	Safe Pass Exp. Date	Manual Handling	Abrasive Wheels	360 Exc Exp. Date	180 Exc Exp. Date	Mini Digger Exp. Date	Site Dumper Exp. Date
Mick Griffin	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
Willie Morrin	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
O Crangle	Exp Mar 12	Exp Mar 12	Yes	Yes	Exp Jan 12	Exp Jan 12	Exp Feb 12	Exp Feb 13
Paul Brady	Exp Mar 13	Exp Mar 13	Yes	Yes	Exp May 11	Exp Jan 12	Exp Feb 12	Exp Mar 13
V Corcoran	Exp Mar 14	Exp Mar 14	Yes	No	Exp May 12	Exp May 11	Exp Feb 12	Exp Jan 11
J Redmond	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
Mick Logan	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
Francis Dunne	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
Gerry Cooper	Exp Mar 12	Exp Mar 12	Yes	Yes	Exp Jan 12	Exp Jan 12	Exp Feb 12	Exp Feb 13
Brian Sullivan	Exp Mar 13	Exp Mar 13	Yes	Yes	Exp May 11	Exp Jan 12	Exp Feb 12	Exp Mar 13
Paul Dunne	Exp Mar 14	Exp Mar 14	Yes	No	Exp May 12	Exp May 11	Exp Feb 12	Exp Jan 11
Ed Buckley	Exp Jan 11	Exp Jan 11	Yes	Yes	Exp Jan 11	Exp Jan 11	Exp Feb 12	Exp Feb 13
Andy Pratt	Exp Mar 12	Exp Mar 12	Yes	Yes	Exp Jan 12	Exp Jan 12	Exp Feb 12	Exp Feb 13
John Murphy	Exp Mar 13	Exp Mar 13	Yes	Yes	Exp May 11	Exp Jan 12	Exp Feb 12	Exp Mar 13
Phil Morgan	Exp Mar 12	Exp Mar 12	Yes	Yes	Exp Jan 12	Exp Jan 12	Exp Feb 12	Exp Feb 13
Paul Smith	Exp Mar 13	Exp Mar 13	Yes	Yes	Exp May 11	Exp Jan 12	Exp Feb 12	Exp Mar 13

Authorisation and Acceptance

I confirm and verify the above information and ensure that the necessary precautions have been taken to carry out the work as defined above using only the plant and people detailed on this permit and in accordance with the Safety Submission issued to Iarnród Éireann. The permit information is explained to all workers involved. I accept responsibility for this work.

Permit Commencement	
Contractors Charge Person: _____	Date: _____
IE Contract Safety Executive: _____	Date: _____
Permit Termination	
Contractors Charge Person: _____	Date: _____
IE Line Manager: _____	Date: _____



SET CONTRACTOR PERMIT to WORK

Permit Unique Number

1234

Other Information(Work Restrictions, etc.)

--

Code of Conduct for Suppliers & Business Partners

Iarnród Éireann – Irish Rail

Procurement & Materials Department
Inchicore Railway Works
Dublin 8
IRELAND

January 2008

1. Guiding Principles

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

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 Iarnród Éireann expectations of in relation to conducting business or seeking to conduct business with Iarnród Éireann.

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

Iarnród Éireann'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 Iarnród Éireann 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 Iarnród Éireann.

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. Under the Iarnród Éireann Employees Code of Business Ethics the maximum total value of gifts that can be accepted by an Iarnród Éireann 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.
- Iarnród Éireann employees are prohibited from soliciting gifts or favours from Business Partners and any such requests should be advised to Iarnród Éireann (see 4g below).

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

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

- Iarnród Éireann employees and Business Partners must avoid any situation that is, or may be perceived as, a Conflict of Interest.
- Iarnród Éireann employees must represent Iarnród Éireann'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 Coras Iompair Éireann / Iarnród Éireann name or logo

1. Business Partners may not use the names or logos of Coras Iompair Éireann or Iarnród Éireann 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 Iarnród Éireann, 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. Iarnród Éireann will treat substantiated contraventions of this Code of Conduct as a serious matter.

i. Contracts / Purchase Orders

1. It is Iarnród Éireann'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. Iarnród Éireann pays only on verified receipt of goods, works or services.

j. Drugs and Alcohol Policy

1. Suppliers and business partners are bound by the Iarnród Éireann'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 Iarnród Éireann 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 Iarnród Éireann 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 Iarnród Éireann'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.

Appendix 1

Statement of Commitment to Iarnród Éireann Code of Conduct for Suppliers and Business Partners

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 Iarnród Éireann and Coras Iompair Éireann.

We understand that the Code applies to our employees, agents and sub-contractors.

We confirm our acceptance of the Iarnród Éireann 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: _____

POSITION IN COMPANY: _____

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.

Railway Safety Standard 30 - Drugs and Alcohol Policy

Reference No.	RSS 30
Issue	3.00
Operative Date	30 th August 2007
Status	Effective
Prepared by	Richard Lindop
Checked by	Audrey Bradley
Approved by	SRG Sept. 2007



SAFETY MANAGEMENT SYSTEM

Railway Safety Standard 30 Drugs and Alcohol Policy.

This Railway Safety Standard addresses the implementation of Iarnród Éireann's Drugs and Alcohol Policy.

This Standard has been approved by the Safety Review Group and therefore constitutes mandatory Safety Standard practices which will apply throughout the company.

The implementation of this Standard will be audited by the Audit Team on my behalf.

Signed :

Chief Safety & Security Officer

Issue Control Sheet

The issue of this Standard has been recorded in a document control system if an appropriate coloured endorsement label is affixed below. The label will show the name of the issuing authority and the name of the recipient, together with a control number.

This endorsement is an assurance that the named issuing authority:

- maintains a record of eligible recipients of controlled copies of this document and
- will ensure that revisions and updates are re-issued to those recipients whenever required.

Uncontrolled copies of this and other safety Standards, may be obtained from the Chief Safety and Security Officer, Connolly Station, Dublin 1. Holders of uncontrolled copies of this document are responsible themselves for obtaining revisions or other updates as appropriate. **NO record is maintained of holders of uncontrolled copies.**

THIS COPY IS UNCONTROLLED

Railway Safety Standard 30 - Drugs and Alcohol Policy

Document Control Sheet

Issue	Pages	Effective from	Revisions
1.00	1 to 9	1 st January 1998	First Issue
3.00	1 to 15	30 th August 2007	Effective

THIS STANDARD IS MANDATORY WITH EFFECT FROM THE ABOVE DATE

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GLOSSARY OF TERMS AND CONDITIONS.

See Railway Safety Standard No. 40 for full list of Definitions and Glossary of Terms and definitions.

1 Purpose and Definitions

1.2 Purpose & Scope

- 1.2.1 This Railway Standard implements the Drugs and Alcohol Policy and describes how Managers will enact the requirements of the Policy
- 1.2.2 We will ensure that the safety of our customers, staff and the public is not compromised through the misuse or abuse of drugs or alcohol by:
 - Informing our staff of the Drugs and Alcohol Policy;
 - Enforcing compliance with the policy;
 - Supporting our staff in accordance with the Policy.
- 1.2.3 This Railway Standard applies to all staff of Iarnrod Eireann, to Contractors working for IE and their Sub- Contractors.

1.3 References

- a) This Railway Standard will be read in association with the Iarnrod Eireann Drugs and Alcohol Policy.
- b) This Railway standard complies with the requirements of the Railway safety Act 2005.

1.4 Objectives

- 1.4.1 To ensure that all individuals working for Iarnrod Eireann, whether staff or contractors, are aware of and adhere to the Drugs and Alcohol Policy.
- 1.4.2 To ensure that there is a clear process for managers to follow in implementing the Policy.

1.5 Key Elements

- 1.5.1 These will be:
 - Advising Staff, contractors and potential employees of the Policy
 - Testing staff as required by the Policy.
 - A clear process to follow up tests
- c) A Voluntary Disclosure process and commitment by management to support staff who use the Voluntary Disclosure process.

1.6 Definitions

Chain of Custody	A process used to maintain and document chronological history of a drugs and alcohol sample in order to guarantee the identity and integrity of the sample from collection through to reporting of the test results, carried out in accordance with current European guidelines, and which leads to the production of a legally defensible report.
Drug	For the purpose of this standard, a drug excluding alcohol means any substance that could affect a person's ability to carry out their duties safely. This includes medication either prescribed by a medical practitioner or purchased over the counter.
"For Cause"	<p>Drugs and Alcohol testing to identify whether or not drugs or alcohol are present in a relevant person where there are</p> <p>Reasonable grounds to suspect that the fitness of that person:</p> <ul style="list-style-type: none">a) has contributed to, or is likely to have contributed to the cause of an incident or accident.b) is likely to compromise the safety of the relevant person or others.
Positive Result	<p>For the purpose of this document, this means that testing for</p> <p>Drugs or alcohol shows:</p> <ul style="list-style-type: none">a) the presence of drugs for which there is no legitimate medical reason for either their use or the quantity of their use.b) the level of alcohol in the blood, urine or breath in excess of that specified in the Railway Safety Act 2005. (see Appendix C)
Safety Critical Post	A post requiring the post- holder to undertake duties that may affect the safe operation of the Railway or the safety of staff or Passengers, as defined by the Railway Safety act 2005.

2 RESPONSIBILITIES

2.1 Chief Safety and Security Officer

- 2.1.1 The Chief Safety and Security Officer is responsible for overseeing with this Railway Safety Standard.

2.2 All members of staff

- 2.2.1 Each member of staff is responsible for ensuring that:
- They do not report for duty under the influence of alcohol or performance impairing drugs;
 - They do not consume alcohol or performance impairing drugs whilst on duty;
 - They make themselves aware of the effects of any medication they may be taking, whether prescribed or purchased over the counter, and advise their supervisor of this before taking duty;
 - They advise their Manager / Supervisor if they believe that they, or a colleague, may have a problem with consumption of drugs or alcohol.

2.3 Senior Management

- 2.3.1 Senior Management shall ensure that this standard is applied through:
- Providing support to their line managers in implementing the requirements of this standard;
 - Ensuring that line managers are aware of the requirements of the drug and alcohol policy and this standard, have the skills and training necessary to implement these and recognise and manage staff who may be at risk;
 - Ensuring that arrangements are in place to provide medical assistance and counselling;
 - Ensuring that staff required to be on-call, or available for duty at short notice, comply with this standard;

Railway Safety Standard 30 - Drugs and Alcohol Policy

- Promoting local campaigns to raise awareness of the risks associated with drugs and alcohol;
- Creating an open and non-discriminatory environment and encouraging a culture of voluntary disclosure.

2.4 Line Management

2.4.1 Line Managers shall implement this standard through:

- Ensuring that staff, contractors and sub-contractors under their control are aware of the requirements of the Drugs and Alcohol Policy and this Standard;
- Preventing any individual under the influence of drugs or alcohol from commencing or remaining on duty;
- Making an assessment of any individual under their control who is taking medically required drugs and determine if their fitness for duty is impaired (taking into account the nature and location of their work role);
- Arranging for drugs and alcohol testing to be carried out on staff under their control in the following circumstances as required by this standard:
 - a) "For Cause" Testing
 - b) Random Sampling (Drugs only)
 - c) On transfer to a safety critical post;(Drugs)
- Supporting individuals who make Voluntary Disclosures, through counselling and rehabilitation as appropriate.

2.5 Chief Medical Officer

- 2.5.1 The Chief Medical Officer has overall responsibility for the testing programme, including random, "for cause" and post incident testing.
- 2.5.2 The Chief Medical officer is responsible for ensuring that testing is conducted in accordance with prescribed standards.
- 2.5.3 The Chief Medical Officer is responsible for ensuring that professional advice and support is

available to line managers when dealing with questions of the effects of medically required drugs, Voluntary Disclosure and fitness to return to work.

2.6 Human Resources Managers in each of the business's

2.6.1 The Human Resources Manager's are responsible for:

- Arranging pre-employment testing;
- Advising new employees of the Drugs and Alcohol Policy and the requirements of the standard;
- Providing training to line managers to enable them to implement this standard;
- Arranging support services so that employees who may be at risk through use of alcohol or drugs can receive appropriate advice and assistance.

3 Implementation.

3.1 Induction and Training

- 3.1.1 All new employees will be made aware of the Drugs and Alcohol Policy and the requirements of the standard;
- 3.1.2 All current employees are expected to understand and comply with this standard and to attend periodic refresher training regarding drugs and alcohol awareness as may be required.
- 3.1.3 Any manager responsible for procuring the services of contractors shall ensure that, before starting work, they and their sub-contractors fully understand the Drugs and Alcohol Policy and this standard, and have systems in place to ensure compliance.

3.2 Use of Medication

- 3.2.1 Employees using medication must inform themselves regarding the safety of taking such

Railway Safety Standard 30 - Drugs and Alcohol Policy

medication, whether prescribed or purchased over the counter.

- 3.2.2 Employees taking medication shall advise their supervisor and provide details of any effects of taking such medication to their supervisor before taking duty.
- 3.2.3 The supervisor / line manager must be satisfied that the medication will not adversely affect the performance of the employee before allowing them to take duty. Where necessary, advice should be sought from senior management or the Chief Medical Officer.
- 3.2.4 An employee taking medication may be assigned to duties other than their normal duties, if the supervisor/line manager considers that safety would otherwise be affected.

3.3 Voluntary Disclosure

- 3.3.1 Any employee who considers that they may have a problem with alcohol or drug consumption shall advise their manager /supervisor and refer themselves to the Chief Medical officer.
- 3.3.2 Arrangements will be in place to provide support measures for any employee who makes such a voluntary disclosure. These will include:
 - Counselling
 - Time off work to attend treatment and counselling
 - Assignment to alternative duties if there are safety implications in continuing in their normal job.

Railway Safety Standard 30 - Drugs and Alcohol Policy

- 3.3.3 Any employee who has voluntarily declared an alcohol or drug dependency problem and then fails to take the prescribed course of treatment may be moved to alternative duties and will be subject to disciplinary procedures, including dismissal.
- 3.3.4 Any employee who makes a voluntary disclosure following a drugs and alcohol test will not be deemed to have voluntarily disclosed the problem if the test results are positive.

3.4 Testing

- 3.4.1 Testing for alcohol and drugs shall be carried out:
- Following a safety critical incident (whether an accident or other incident) where there are reasonable grounds to suspect that the actions or omissions of an individual were pertinent to the incident.
 - Where there is reason to suspect that a person is unfit to perform normal duties through the effects of alcohol or drugs.
- 3.4.2 Testing for drugs shall be carried out on:
- A random selection of at least 5% of Iarnrod eireann employees in each 12 month period
 - Every person applying for employment within Iarnrod Eireann
 - Any existing employee transferring to a safety critical post.
- 3.4.3 Collection and testing of samples shall be conducted in accordance with European Guidelines for Legally Defensible Workplace Drug Testing, version 1.0, 2002.
- 3.4.4 Testing shall only be carried out by authorised individuals approved to perform this task by the Chief Medical Officer

Railway Safety Standard 30 - Drugs and Alcohol Policy

- 3.4.5 Testing shall follow recognised evidential chain-of-custody procedures. Two samples shall be taken, one of which will be sent to a laboratory for analysis by competent staff. The employee has the right to have the other sample independently analysed by a recognised laboratory.
- 3.4.6 Employees chosen for random screening will be advised at the end their shift or hours of duty and requested to attend for testing at the start of their following shift or day's work. Staff will take up their normal duties following a random test.
- 3.4.7 Employees who are required to take a "for cause" test will not be allowed to perform safety critical duties while awaiting the results of the test.
- 3.4.8 Records of test results will be held in a secure system. Individual files held in Personnel Offices will only record date and reason for tests.

3.5 Action following a Positive Test Result

- 3.5.1 When a test produces a positive result, the employee will be removed immediately from safety critical duties. The employee will then be subject to disciplinary procedures up to and including the sanction of dismissal.
 - In some cases where deemed appropriate the employee may be referred for a course of medical treatment and/or counselling,
 - An alternative appropriate action plan may be developed.
- 3.5.2 The employee's manager, in conjunction with the Chief Medical Officer shall determine the appropriate course of action taking into account the need for safety in the workplace and the welfare of the individual concerned.
- 3.5.3 Any person applying to Iarnrod Eireann for employment who fails a pre-employment drugs test will have their test results retained on file indefinitely. Any such person will not be considered for employment for three years after failing the test.
- 3.5.4 An Employee who fails to participate in a drugs and alcohol test will be treated as if they had been tested and the test had produced a positive result.

4 Review and Audit

4.1 Review and Monitoring Requirements

- 4.1.1 This Railway Safety Standard will be reviewed by the CS&SO annually in conjunction with the Monitoring Committee responsible for reviewing the Drugs and Alcohol Policy.
- 4.1.2 Compliance with this standard will be monitored through the Heads of Department and ultimately by the Chief Safety and Security Officer.

4.2 Management of improvements in the implementation of this standard.

- 4.2.1 Any recommendations for improvements in the implementation of this Standard will be evaluated by the CS&SO, who if appropriate will require Heads of Department and/ or Managers to take action.

4.3 Audit of this Standard

- 4.3.1 The Chief Safety and Security Officer (CSSO) will arrange for compliance with this Railway Standard to be audited on a regular basis and not less than annually.

Infrastructure Procurement , Inchicore Works , Dublin 8
An Roinn Soláthar, Inse Chór, Baile Átha Cliath 8
T 01 7031727 E sinead.leonard@irishrail.ie W www.irishrail.ie

14th April 2015

Our Ref: SET 5365

Re.: Design, Supply, Commissioning and Technical Support of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software and Access Control System

Dear Sirs,

Further to my e-mail of 27th February 2015, please note that Iarnród Éireann has carried out a review of the tender documentation and now invites you to tender for these services in accordance with the following documents:

- 5365 Standard Conditions of Tendering for Contract for Design, Supply, Installation and Commissioning
- 5365 Standard Contract for Design, Supply, Installation and Commissioning
- IP HD CCTV CAMERAS Technical Specification
- IP CCTV Pricing Document/Compliance Sheet
- IE Insurance Questionnaire
- Code of Conduct for Suppliers and Business Partners
- IE Drug and Alcohol Policy
- Tender Acknowledgement Form
- RFI Enquiry Form

Tender Queries and Clarifications

All queries and RFIs must be submitted in writing no later than **12.00 hours on Friday 24th April 2015**. All queries must be addressed to Ms. Sinead Leonard at e-mail sinead.leonard@irishrail.ie.

Insurances

Please note that successful tenderer must provide evidence of the following minimum insurance levels prior to contract award (please note that the levels below are indicative of the required levels, which will be confirmed during the tender stage).

- €6.5m Public Liability & Products Liability
- €13m Employers Liability
- Both with specific indemnity to CIE/IE*
- €2.6m Motor
- €1m Professional Indemnity

Please note that the successful candidate must state specific indemnity to IE and CIE in respect of the liability policies.

Acknowledgement of Receipt of Tender

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

Evaluation of Tenders

Tender returns will be evaluated in accordance with the award criteria set out at Clause 10.2 of the Standard Conditions of Tendering for Consultancy Services and the Instructions set out in the Pricing Document/ Compliance Sheet.

There are a total of 2000 marks available as follows:

- **Cost 60%** (total of 1400 marks available)
- **Compliance with Technical Specification 40%** (total of 600 marks available; tenderers must score a minimum of 300)

Tender Returns

Your completed Tender Submission and any supporting documentation should be returned in a sealed envelope clearly marked with the Tender Reference and for the attention of Sinead Leonard, at the following address: Iarnród Éireann, IM Procurement, Engineering & New Works Building, Inchicore, Dublin 8, by **12.00 hours on Thursday 30th April 2015**.

Yours sincerely,



Sinead Leonard
Procurement
Iarnród Éireann



Contract Ref. SET 5365

**Design, Supply, Install, Commission and Provide
Technical Support for Internet Protocol (IP) Video
Surveillance (VSS) Closed Circuit Television (CCTV)
High Definition (HD) Cameras, Associated Hardware &
Software and Access Control System**

Technical Specification

**Tender Issue
April 2015**

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List of Acronyms

CCTV	Closed Circuit Television
CE	Conformite Europeenne
DOO	Driver Only Operated
DVR	Digital Video Recorders
HD	High Definition
ÍÉ	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
PSU	Power Supply Unit
ROHS	Restriction of Hazardous Substance
VSS	Video Surveillance Systems
WEEE	Waste Electrical and Electronic Equipment

Introduction

Iarnród Éireann is seeking to establish a 4 year contract for the design, supply, commissioning and technical support of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software and Access Control System.

This equipment is required to upgrade & integrate with current Composite CCTV sites.

It is intended to establish a 4 year contract for this equipment and the associated services.

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 scope of contract will include the following:

- Design of the following but not limited to
 - Upgraded Complete IP CCTV Solution using existing RG11 Cable and 24V AC / 230V Power
 - Upgraded Hybrid IP CCTV & Composite CCTV Solution using Composite to IP converters & new recorders.
 - New Station Fresh Canvas
 - Image requirements will be as per Design Document in Appendix C
 - This does not include Driver Operated Only CCTV or Level Xing CCTV.
- 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 accessories;
 - Housing Complete
 - Camera mounting accessories
 - Transmission Encoders (Composite to Ethernet)
 - Transmission CAT5 Ethernet Extension Kits
 - Joystick Keyboards
 - Compact voice Amplifier
 - Compact Horn Speakers
- Staff Training
- Equipment Installation / Commissioning / Technical Support

The Access Control System will operate using the same software as the CCTV.

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 50125-3:2004: Railway applications - Environmental conditions for equipment - Part 3: Equipment for signalling and telecommunications.
- EN 60950:2001 - Safety of information technology equipment.

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. 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.

- A design development tool should be provided for the cameras. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The development 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 and camera.

1. Station Surveillance

1.1. HD Bullet Cameras

- Available in:
 - 1MP (Approx. Mega Pixel)
 - 2MP (Approx. Mega Pixel)
- Lens from 5 – 15mm (Approx. (+ or – 3))
- 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
- Fault Reporting to a Control PC
- Suitable for Lamp Post, Wall and Ceiling Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.2 HD Dome Cameras

- Available in
 - 2MP (Approx. Mega Pixel)
- Lens Model A 3 – 9mm (Approx. (+ or – 3))
- Lens Model B 9 – 22mm (Approx. (+ or – 3))
- 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 and Ceiling Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.3 Micro HD Cameras

- Available in
 - 1 or 2 MP (Approx. Mega Pixel)
- Size (+/-10mm) 110x65x45 mm
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- 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*

1.4 HD PTZ

- Available in
- 1MP (Approx. Mega Pixel)
- 2MP (Approx. Mega Pixel)
- Lens from 4 – 80mm (Approx)
- Min 20 x Optical Zoom
- 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 Lamp Post, Wall and Ceiling Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.5 Wide Angle / Panoramic Cameras

- A minimum of 2 Models should be submitted
- Data Sheets for both models to be submitted for review
- Cameras will have a wide angle of view
- 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 and Ceiling Mount, , Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.6. Fixed Cameras

- Pole Mounted
 - Used for Station Platform Monitoring
 - Perimeter Intrusions / trespass with alarm analytics
 - Monitoring of Anti-Social activity

- Used in low light areas
- Available in
 - 2MP (Approx. Mega Pixel)
 - 5MP (Approx. Mega Pixel)
- Audio IN / OUT
- Automatic Iris Control
- Remote Zoom & Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Built In Analytics
- 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, Wall and Ceiling Mount, Internal and External
- Lens suitable for each models
 - Lens Model A 3 – 9mm (Approx. (+ or – 3))
 - Lens Model B 8 – 48mm (Approx. (+ or – 8))
- IR Illumination lamp accessory
 - Controlled remotely via software pack REF Section 7
 - 12v DC or 24V AC
 - IP67
 - Suitable for distance between 20m to 150m(Approx.)
 - Will not be mounted on camera housing
 - IEC/EN60825-1 Eye Safety
 - IEC/EN60598-2-5
 - EN55022:1998 Radiate & Conducted Emissions
 - Wall mount Bracket for IR Illuminator
 - Hex Pole Mount Bracket for IR Illuminator
- *List any other accessories required on Excel Spread Sheet*

1.7. Open Spaces e.g. Compounds, Car Parks and Concourses

- Available in
 - 8MP (Approx. Mega Pixel) with lens

- Audio IN / OUT
- IR Illumination
- Automatic Iris Control
- Remote Focus & Zoom
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- 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, Wall and Ceiling Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.8. Camera Housings

- Suitable for cameras & lenses as above in sections 1.6 & 1.7 where required or equivalent
 - IP67 Saltwater resistant
 - IK10
 - Model A 12V DC or 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
 - List any other accessories required on Excel Spread Sheet
 - Pole bracket
 - Cable managed Arm

1.9. License Plate Recognition Camera

- 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
- 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:
 - 7m (+ or – 2m)
 - 10m (+ or – 2m)
 - 15m (+ or – 2m)
 - 20m (+ or – 2m)
 - 30m (+ or – 2m)
 - *State Number of cameras required*
- Suitable for Lamp Post, Wall and Ceiling Mount, Internal and External
- Fault Reporting to a Control PC
- *List any other accessories required on Excel Spread Sheet*

1.10. Thermal Cameras

Model 1

- Primary use to detect trespass onto railway tracks and into secure compounds and car parks.
- Required to work in conjunction with operator software to alarm operator during incursion to monitored zone. Operator will then make a series of Audio Announcements.
- Audio IN / OUT
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Max detection for Human 1500m
- Remote Manual upload of new Firmware
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Suitable for Wall and Ceiling Mount, , Internal and External
- Compatible with Analytics
- *List any other accessories required on Excel Spread Sheet*

Model 2

- As above plus added functionality of:
 - Dual visual and thermal stream if possible
 - PTZ Functionality
- External Rated IP65 or greater discreet microphone suitable for the above cameras

2. SUPPLY OF ANALYTICS

- 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
- Incursion detection will register as an alarm on Operator PC.
- Will work in conjunction with supplied cameras above
- Audio Out
 1. *Supply 2 Models for IP Cameras*
 2. *Supply 2 Models for Composite Cameras, this will integrate to Operator Software*

Note: Where external Analytic devices are not required, please state this with your solution. E.g. if the Analytics are part of a camera and fulfil the requirements as above, €Zero additional Cost will be applied.

3. ENCODERS

Composite to IP 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*

4. JOYSTICK KEYBOARD

- Used in conjunction with viewing software
- *List any other accessories required on Excel Spread Sheet*

5. OTHER ITEMS

5.1. External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN

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. IP66 rated enclosure complete with Cable Glands to house 1 Port Module and PSU.
To be housed in Lamp Post Access Chamber or adjacent Manhole.
 - vi. Camera module to operate at 12VDC or 24V AC
 - vii. Spare PSU for Camera 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)
 - v. IP66 rated enclosure complete with Cable Glands to house 1 Port Module and PSU.
To be housed in Lamp Post Access Chamber or adjacent Manhole.
 - vi. Spare PSU for Camera Module

7. SOFTWARE

The software will be installed all PC's and Recorders as required, and will be manufactured by the same company however different packages are allowed per scenario. The software will operate with all cameras and access control listed above. It will provide full functionality of all

cameras and the requirements listed above and with all requirements listed below to each scenario. 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 Based allowing an operator to Click and drag cameras.

It is envisaged that there will be 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 and Access Control (Section 11) 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 and Access Control is only required at this time.

The software will be installed on machines & requirements as listed in Section 8.

8. RECORDERS & PC's

Recorders & PC's will operate with equipment listed above in the following three situations:

Recorders & PC's will be delivered with all the necessary software installed, however for pricing purposes the software will be priced separately.

8.1 Small Unmanned Stations

- 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
- 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 5
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software
- 2x 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
- 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
- Preloaded with necessary software
- 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
- List any other accessories required on Excel Spread Sheet

8.2 Small to Medium Station

- Require Local viewing of all Cameras (<20 Cameras)
- Expandable by adding additional device via switch
- Provide Play Back and local 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 5
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software
- 2 x Gigabit Ethernet Ports
- 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.
- USB
- Compatible with Control centre software and Remote viewing Software
- 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
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured
- Fault Reporting to a Control PC
- *Please state if a PC is required for local viewing and include this as an additional item in Cost sheet. PC Spec will be as per (Section 9.3 Remote Viewing PC) Total cost for Model A € will show total cost of solution. Cost breakdown shown in additional Colum.*
- *List any other accessories required on Excel Spread Sheet*

8.3 Large Station

- Require Local viewing of all Cameras (45+ Cameras)
- Expandable by adding additional devices by switch
- Provide Play Back and archiving (Local & Remote)
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Interact with HelpPoint Activation and Spot Monitor(set time)
- GUI
- 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 5
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software
- 2x 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
- 30 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
- EN 60950 , EN 62311 , EN 55024

- Configuration settings can be backed up to USB and uploaded to a new device in the event of a failure
- Preloaded with necessary software
- 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
- Fault Reporting to a Control PC
- *Please state if a PC is required for local viewing and include this as an additional item in Cost sheet. PC Spec will be as per (Section 9.3 Remote Viewing PC) Total cost for Model A € will show total cost of solution. Cost breakdown shown in additional Column.*

9 REMOTE VIEWING COMPUTERS

9.1 Control Centre Viewing PC 1

- Require regional viewing of all Cameras (120 Cameras)
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
- GUI
- 2x Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Licence Plate Recognition
 - Alert operator when a plate on watch list is detected, operator will have task to complete on alarm page
 - Allow for searches of Licence plates
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Software preloaded
- Compatible with Anti-Virus software
- Alarm Search
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured

9.2 Control Centre Viewing PC 2

- Require regional viewing of all Cameras (120 Cameras)
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
- 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
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar

9.3 Remote Viewing PC

- 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.

9.4 Engineering PC

- As per 8.3 but ability to view all cameras
 - With Monitors Keyboard & mouse
- Remote programming of all CCTV Equipment
- Remote saving of configuration files of all cameras and equipment
- Manual upload of Firmware to all equipment as required
- Receive fault reporting
- Run fault reporting on all cctv cameras, Recorders

9.5 Spare Microphone for Operator PC

9.6 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

10 AUDIO ANNOUNCING

- Supply of a suitable 100V Line Amplifier to integrate with above equipment for live voice announcing from a control centre.
 - 100V Line
 - Rack Mountable
 - Suitable for 16 speakers @ 2.5Watts per speaker.
 - Volume Control
- 100V Line Speakers
 - Watt range from 1Watt to 5Watts
 - IP 65
 - Suitable for Pole or Wall Mount
- 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

11 SUPPORT

All staff attending IÉ sites must:

- Have a valid Safe Pass, PTS cards, all relevant certificates for operating machines and equipment and will undergo Site Induction as required.
- Comply with documents in Appendix A and Appendix B

11.1 Training

Training of Irish Rail Staff will take place in the IÉ Training Centre located in Inchicore or at an alternative training centre in Dublin nominated by the tenderer.

Training will cater for 10 students at time

Training will cover all aspects of the supplied kit as listed above, under the following headings:

Frontline Maintenance

- Brief description
- Instillation
- Commissioning
- Fault Finding
- Replacement of components
- Licence Plate Recognition System
- IR Illumination Lamps

Higher Level Maintenance

- As per Frontline Maintenance
- NVR Training
- Software training
- Configuring PC's, NVR's, Servers with CCTV Software
- Backing Up PC's, NVR's, Servers with CCTV Software
- Operating PC's, NVR's, Servers with CCTV Software
- Firm ware Updates
- Configuring Analytics
- Adding Devices to the System
- Software Licence

Operator Training will take place at IE Nominated Location (Connolly, Heuston, Mallow or Athlone) and will include:

- Basic Introduction
- Archiving
- Camera Searches
- Analytic Alarms
- Licence Plate Recognition System
- Alarm Events
- Voice Announcing
- Fault Correction

10.2 Site Commissioning

- Cameras and Cables will be installed by a third party
- Price will be for 2 technicians per day, MEWP will be provided by a third party.
- IE will not be billed for transport to and from site or accommodation.

- Cameras will be commissioned as per design according to:
 - Level of Image Detail (Monitor to Inspect)
 - Target Image
 - Analytics if any
 - Night focusing.

- NVR Commissioning (to include back up file to USB)
- PC/ Server Commissioning incorporating GUI, Voice Announcing, Alarms & Analytics(to include back up file to USB)
- Commissioning Documentation will be produced as follows:
 - Each Camera will have the following information
 - Snap Shot of Image with & without CCTV Test Target
 - Camera Number, IP Address of Camera, IP Address of NVR
 - Level Of Image Detail per camera
 - Camera Type & Model
 - Frames Per Second

- IR if any
- Analytics if any
- Copy of NVR Config Files
- Copy of PC Config Files
- Operator Manuals of the system.

10.3 Maintenance Support

- Remote Support – per 12 months
 - Telephone Support
 - Remote Log on to PC's via Irish Rail Network
- Call Out Support – Per Call Out
 - Within 1 Working Day
 - Within 2 Working Days

12 ACCESS CONTROL

- System will operate with CCTV Software
- System will consist of 1 National Server
- System will operate with an interruption to the network
- System will be compatible with ASSA ABLOY locks and HID Card Readers and fobs
- Will allow for remote opening of doors
- Forced Entry will alarm to Monitoring PC and External Alarm Bell on Building. CCTV will give live feed of Door.
- Tenderers are invited to cost for the supply of a solution that will encompass the following:
 - Scalability
 - Support for multiple vendors access control systems (Paxton, Mercury, etc)
 - Support for non-propriety protocols to ensure future system flexibility (OSDP, etc)
 - A minimum of 5 Client Access Interfaces will be required to facilitate local control & Monitoring
- All data sheets to be supplied per item

13 DESIGN

- 13.1 The attached documentation in Appendix C is an extract from IE Station Services Design requirements for CCTV / VSS.
- 13.2 Pricing will be based on meeting the outlined Design Requirements for a station of 30 Cameras.
- 13.3 IE will supply CAD Drawings of the station outlining cable routes and equipment rooms.
- 13.4 The contractor will supply the following documents for approval by IE
- Cad Drawing showing camera locations, each camera identified by a unique number
 - Camera details, Model No., Network details, Cabling, PoE, PSU etc.
 - Image Detail
 - Camera Install height & any access issues.
 - Any voice announcing equipment.
 - Analytics
- 13.5 Once agreed IE will arrange install of cables

Appendix A

IE Railway Safety Requirements

Appendix B

Applications for Contractor PTS Induction Training

Appendix C

Station Services CCTV/VSS Design Install Commission extract.

Appendix D

SMS-005 Contractors and Permit to Work System

SET 5365 IP HD CCTV TENDER

No.	Document	Query/ Comment	IE Clarification
1	Technical Specificatio	In the technical specification, there are a number of references to "Installation" of the equipment. However, Sect 10.2 of spec states installation of cameras and cable by a third party. Please confirm if installation is also required.	Cabling will be carried out by a third party. Final instillation of the cameras and commissioning of the cameras will be carried out by the CCTV Contractor where required under instillation. The document is divided between supply and installation. Installation will be priced separately.
2		If IE are installing cameras and transmission infrastructure, who will install, Servers, Racks, Monitoring PC's, Monitors etc..?	The document is divided between supply and installation. Installation will be priced seprately under installation.
3	Technical Specificatio	Will IE provide either local power at camera points and/or provide POE from switches?	IE will provide power or PoE
4	Technical Specificatio	Refer Sect 8.1/8.2/8.3. In order to accurately calculate the server/recorder requirements for storage at each of the typical stations, we require guidance on how many cameras we must base our calculations on per site. Sect 8.1 does not state any quantity to base calculations on, Sect 8.2 states base on <20 cameras (less than 20) and sect 8 3 states 45+ cameras. Referring to appendix C: Sect 1.5 Lists areas as a minimum where cctv coverage is required, so if we assume that a typical unmanned small station has all of these locations which must be covered, a typical small unmanned station may have at least 19 cameras. Please offer guidance, as to how many cameras per station we must base hardware/storage calculations on.	There is no need to know how many cameras there will be per site as this will vary considerably. Please supply quote as per spec. If the number of cameras exceeds the quantity per storage device another storage device will be added.
5	Technical Specificatio	Further to above, if we are to base the quantity of cameras per station on appendix c minimum requirements, must we use the defined required pixels per metre per location, for example appendix C: Sect 2: Station entry points require identity at 250 pixels/m.	Correct
6	Technical Specificatio	Refer sect 10.3 of tech specification - Can you advise on the scope of requirements regarding the service level required? i.e. is remote support required on 9-5pm basis and is out of normal working hours support needed? Also, please give guidance on level of remote support i.e are we to assume that a qualified system engineer is required to perform on-line second line systems diagnoses and repair?	Monday to Friday 9-5 for remote tech support.

[illegible]

SET 5365 IP HD CCTV TENDER

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7		Refer sect 1.7 of tech specification - States 8MP camera (approx megapixel) with lens - There is no specification given for lens Can you advise on the focal lenght / Lens requirement ?	The requirement will be telephoto lens approx 5mm- 15mm.

[illegible]



DATED 2015

**(1) CONTRACTOR
(the “Contractor”)**

and

**(2) IARNRÓD ÉIREANN – IRISH RAIL
 (“IE”)**

**CONTRACT FOR DESIGN, SUPPLY, INSTALLATION
AND COMMISSIONING OF GOODS OR EQUIPMENT
AND RELATED SERVICES**

Manager, Procurement
Iarnród Éireann
Inchicore
Dublin 8

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CONTRACT FOR DESIGN, SUPPLY INSTALLATION AND COMMISSIONING OF GOODS OR EQUIPMENT AND RELATED SERVICES

PARTIES

- (1) **THE PERSON, FIRM OR COMPANY DESCRIBED IN SCHEDULE NINE** (the “Contractor”);
- (2) **IARNRÓD ÉIREANN - IRISH RAIL**, Connolly Station, Amiens Street, Dublin 1 (“IE”).

WHEREAS:-

- A. IE requires the supply of certain goods or equipment.
- B. The Contractor is engaged in the business of offering the goods or equipment and related services required by IE, and has the requisite skill, knowledge and experience in that field.
- C. In reliance upon that skill, knowledge and expertise, IE wishes to engage the Contractor upon the terms and conditions set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Contract, unless the context otherwise requires:

“**Certificate of Acceptance of Delivery of Goods**” means a certificate in the form set out in Schedule Two signed and dated by the Project Engineer;

“**Certificate of Commissioning and Handover**” means a certificate in the form set out in Schedule Three signed and dated by the Project Engineer;

“**Certificate of Final Acceptance**” means a certificate in the form set out in Schedule Four signed and dated by IE;

“**Change Authorisation Order**” means the document required to be completed by the Contractor in accordance with Clause 10 in the form set out in Schedule Five;

“**Change in Control**” means a change in the possession, whether directly or indirectly, of the power to direct or cause the direction of the Contractor’s management or policies, whether through ownership of shares, by contract or otherwise;

“**Charges**” means the charges specified in Schedule Six payable to the Contractor in accordance with Clause 8.1;

“**Commencement Date**” means the date for commencement of the Contract Works described in the Project Programme or such other date as shall be agreed between the Contractor and IE;

“**Commissioning Date**” means the date specified in Schedule Eight on or before which the Goods must be successfully commissioned in accordance with Clause 12.5;

“**Contract Documents**” means and includes this Contract for Design, Supply, Installation and Commissioning of Goods or Equipment and Related Services, the Contract Drawings (if any), the Conditions of Tendering (if any) attached to the Invitation to Tender (“Conditions of Tendering”), the Invitation to Tender (if any) issued by IE in respect of the Contract Works (the “Invitation to Tender”) and the Contractor’s Tender (if any);

“Contract Drawings” means the drawings (if any) issued with the Conditions of Tendering, including any modification made therein (and agreed by IE) before acceptance of the Contractor’s Tender;

“Contract Works” means the design, supply, installation and commissioning of the Goods and the provision of the Services and any other works, materials or services which can be reasonably inferred as being required for the proper execution of the same;

“Contract” means this contract between the Contractor and IE contained in the Contract Documents;

“Contractor’s Designed Element” means the elements of the Goods in respect of which the Contractor takes full design and development responsibility as set out in the Specification and all technical documents required from the Contractor specified in the Specification including the drawings, designs, details, plans, specifications, levels, dimensions, calculations or other information necessary to adequately define and describe the Contractor’s Designed Element;

“Contractor’s Tender” means the tender (and all documents comprising same) issued by the Contractor in response to the Invitation to Tender and any clarifications thereof issued by the Contractor and accepted by IE;

“Delivery Date” means the date specified in Schedule Eight on or before which the Goods must be delivered to the Location;

“Goods” means the goods to be provided by the Contractor described in the Contract Documents;

“IE” means Iarnród Éireann- Irish Rail and includes its successors and assigns;

“Intellectual Property” means trademarks, servicemarks, tradenames, logos (whether registered or not), patents, inventions, registered and unregistered design rights, copyrights (including rights in computer software), typography rights, rights of extraction relating to data bases, data base rights and all other similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registration;

“Know How” means know how, trade secrets, confidential technical and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and micro film), including (without limiting the foregoing) drawings, reports, plans, specifications, notes of meetings, photographs, instruction and training manuals and any similar proprietary rights which anyway subsist anywhere in the world;

“Location” means the Location to which the Goods are to be delivered, installed and commissioned, as more particularly described in the Specification;

“Method Statement” means the method statement (if any) for completion of the Contract Works supplied by the Contractor with the Contractor’s Tender and any amendments thereto agreed with IE;

“Month” means calendar month;

“Person” includes firms and corporations;

“Project Engineer” means the individual nominated by IE as Project Engineer to represent IE in relation to this Contract or such other person as IE may appoint with notice in writing to the Contractor from time to time and including the authorised representatives of the Project Engineer;

“Project Programme” means the programme for completion of the Contract Works (if any) supplied by the Contractor with the Contractor’s Tender and any amendments thereto agreed with IE;

“Regulations” means any applicable regulations made pursuant to the Health, Safety and Welfare at Work Act, 1989;

“Remedy of Defects Period” means a period of twenty-four (24) months commencing on the date a Certificate of Commissioning and Handover is issued under Clause 12.7 and any extension of the period in accordance with Clause 13.5;

“Retention Amount” means an amount equal to 10% of the Charges as set out in Schedule Five;

“Safety Statement” means any Preliminary Health and Safety Plan provided by the Contractor to IE with the Contractor’s Tender and any amendments thereto agreed between IE and the Contractor;

“Services” means the design services (including the provision of the Contractor’s Designed Element) and other services to be provided by the Contractor in accordance with the Contract;

“Specification” means the specifications (if any) of the Goods and the Services issued by IE with the Conditions of Tendering and any amendments thereto or other specifications agreed in writing between the Contractor and IE, a copy of which are set out in Schedule One;

“State” means Ireland;

“Testing Procedures” means the procedures for testing and commissioning of the Goods agreed between the Contractor and IE and any amendments thereto agreed with IE or in the absence of such procedures being specified, such tests as are reasonably required to demonstrate the successful commissioning of the Goods;

“Working Day” means any day other than Saturday or Sunday or a bank or public holiday in the State; and

“Working Hours” means the normal working hours of 9am to 5pm (inclusive) on any Working Day, subject to the restrictions on hours of working described in the Specification and subject to Clause 7.1.1 and any suspension in accordance with Clause 23.

1.2 In this Contract, a reference to:

- 1.2.1 a statutory provision includes a reference to the statutory provision as amended, modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision;
- 1.2.2 references to clauses, sub-clauses, paragraphs, sub-paragraphs and schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs and schedules to this Contract;
- 1.2.3 a person includes a reference to a body corporate, association or partnership;

- 1.2.4 a person includes a reference to that person's legal personal representatives, successors and lawful assigns; and
- 1.2.5 a document is a reference to that document as from time to time supplemented or varied.
- 1.3 Headings to clauses are for convenience only and do not affect the interpretation of this Contract.
- 1.4 In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be as follows:
 - 1.4.1 this Contract for Design, Supply, Installation and Commissioning of Goods or Services and Related Services;
 - 1.4.2 the Specification;
 - 1.4.3 the Contract Drawings;
 - 1.4.4 the Conditions of Tendering;
 - 1.4.5 the Invitation to Tender; and
 - 1.4.6 the Contractor's Tender.

2 AGREEMENT TO SUPPLY

- 2.1 In consideration of the payments to be made to the Contractor by IE as hereinafter mentioned, the Contractor agrees with IE to perform and provide the Contract Works in a good and workmanlike manner exercising all reasonable skill, care and diligence and in accordance with and upon and subject to the terms of this Contract.
- 2.2 In carrying out the Contract Works, the Contractor agrees to comply with:
 - 2.2.1 the requirements of this Contract using equipment and materials and exercising workmanship of the quality, kinds and standards herein specified; and
 - 2.2.2 all applicable laws and requirements.

3 CONTRACTOR'S DESIGN OBLIGATIONS

- 3.1 This Clause 3 shall apply in respect of the Contractor's Designed Element.
- 3.2 The Contractor shall provide the Contractor's Designed Element in accordance with the Contract Documents and within any time limits agreed with IE.
- 3.3 The Contractor represents and warrants that it will exercise the standard of care described in Clause 4.1.11 in providing the Contractor's Designed Element.
- 3.4 The Contractor warrants that the Contractor's Designed Element will satisfy in all respects the performance specifications and requirements included or referred to in the Contract.
- 3.5 The Contractor shall comply with the relevant provisions of the Specification relating to the procedures for submission and approval of the Contractor's Designed Element by IE and shall do so at the times provided in the Project Programme.

3.6 The Contractor shall, if so instructed by the Project Engineer, issue such further information as may be required to amplify any materials comprising the Contractor's Designed Element.

3.7 The Contractor shall indemnify IE against any cost, liability, loss, damage, claim or proceedings suffered or incurred by IE whatsoever and howsoever arising out of or in connection with any error, discrepancy, omission or divergence in the Contractor's Designed Element.

4 CONTRACTOR'S GENERAL OBLIGATIONS

4.1 The Contractor shall:

4.1.1 carry out and perform the Contract Works in such a way and to such an extent as is necessary to achieve a safe, efficient, proper and economic operation of the Goods;

4.1.2 perform the Contract Works only during Working Hours insofar as such works are required to be performed at the Location;

4.1.3 in carrying out its obligations under this Contract, observe generally acknowledged technical rules and stipulations required by law including, but not limited to, regulations regarding the prevention of accidents in force in Ireland from time to time;

4.1.4 provide sufficient skilled and competent staff and resources in order to properly perform and carry out the Contract Works;

4.1.5 supply and install the Goods in compliance with the quality assurance testing, commissioning and acceptance procedures described in the Specification and the Contract generally;

4.1.6 notify IE immediately if the Contractor or any of its representatives observes any deficiency or damage outside the scope of this Contract which may jeopardise the operational readiness or safety of the Goods or would require the de-commissioning of the Goods;

4.1.7 be deemed to have full knowledge of the conditions, extent and nature of the Location and the Contract Works and shall be deemed to have allowed for all items of work shown upon, described by or referred to in this Contract or which are necessary to complete the Contract Works and no such matters shall give rise to a claim against IE for loss or expense or additional Charges;

4.1.8 liaise and co-operate with the Project Engineer at all stages in carrying out the Contract Works and particularly where such co-operation and liaison is required under the Specification;

4.1.9 attend such site meetings or engage in such consultation processes as may be reasonably requested by the Project Engineer;

4.1.10 as and when requested to do so by the Project Engineer, provide the Project Engineer with all such information in regard to the Contract Works as the Project Engineer may reasonably require;

4.1.11 exercise in the carrying out of the Contract Works hereunder all the skill, care and diligence to be expected of a properly qualified and competent contractor experienced

in undertaking the tasks and designing, supplying and installing goods and equipment of a similar scope, nature and size to the Contract Works;

- 4.1.12 not specify for use any material known to be deleterious or affecting the durability of the Goods or any material not in accordance with codes of practice and the standards set out in the Specification. The Contractor shall forthwith report to the Project Engineer if he knows, or has reason to suspect that any deleterious materials have been or are intended to be used in the Goods;
 - 4.1.13 while carrying out the Contract Works, keep the Location free from all unnecessary obstruction and equipment and surplus materials;
 - 4.1.14 comply with all requirements of IE relating to access of the Contractor and his employees and agents to the Location and shall, at the request of IE, remove from the Location any person under the Contractor's control who misbehaves or acts in a manner contrary to the provisions of this Contract;
 - 4.1.15 indemnify, keep indemnified and hold harmless, Córas Iompair Éireann ("CIE"), IE and their respective officers, employees, contractors and agents from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of any sickness or injury to or the death of any person whatsoever or in respect of any loss of or damage to property of any person caused or arising from any act, neglect, default or omission of the Contractor, its employees or agents in relation to the performance of this Contract; and
 - 4.1.16 indemnify and keep indemnified IE in respect of any loss incurred by IE by reason of any damage caused by or to the Goods or the Location as a result of any act, neglect or default of the Contractor, its employees or agents in relation to the performance of the Contract.
- 4.2 As a pre-condition to the issue of the Certificate of Commissioning and Handover the Contractor, without further charge to IE, shall supply to IE the manuals, plans, designs, drawings and other information as IE may reasonably require for the proper operation and maintenance of the Goods or as may be required under the Specification. The Contractor shall comply with any procedures for submission and approval of such information by IE, set out in the Specification. The Contractor shall also supply such information as the Project Engineer may specify for inclusion within the "Health and Safety File" to be prepared pursuant to the Regulations.
- 4.3 The Contractor represents and warrants to IE that:
- 4.3.1 it has all necessary power and authority to execute, deliver and perform its obligations under this Contract and any bonds required to be procured by the Contractor under this Contract;
 - 4.3.2 the execution, delivery and performance by it of the Contract and any bonds required to be procured by the Contractor under this Contract has been authorised by all necessary action on its part; and
 - 4.3.3 each of the obligations of the Contractor under this Contract constitute legally binding obligations.
- 4.4 The Contractor shall, if requested by IE, at the Contractor's expense, procure the provision of a written legal opinion of a qualified barrister or solicitor certifying that:

- 4.4.1 the Contractor has all requisite corporate power to execute, deliver and perform its obligations under the Contract and any bonds required to be procured by the Contractor under the Contract;
- 4.4.2 such execution, delivery and performance of the Contract and any bonds required to be procured by the Contractor under the Contract have been duly authorised by appropriate corporate action; and
- 4.4.3 the Contract and any bonds required to be procured by the Contractor under the Contract constitute legally binding obligations on the Contractor or the surety as the case may be.
- 4.5 Any legal opinion requested by IE in accordance with Clause 4.4 shall have such form and content as shall be approved by IE.
- 4.6 Upon the issue of a Certificate of Commissioning and Handover by the Project Engineer, the Contractor shall clear away and remove from the Location all of the Contractor's materials and equipment together with any surplus material, rubbish and debris relating to the Contract Works and leave the Location in a clean and safe condition.
- 5 **INSURANCE**
- 5.1 The Contractor agrees to maintain the insurance set out in Schedule Seven for the particular term specified with insurers approved by IE:
- 5.2 At the request of IE the Contractor shall increase the insurance limits set out in Schedule Seven or obtain additional coverage at IE's expense.
- 5.3 Prior to the execution of this Contract and at any time thereafter if requested by IE, the Contractor shall provide IE such evidence as it shall require to verify that all insurance referred to in Schedule Seven is in force for the periods specified. The Contractor shall notify IE immediately in the event that any of the insurances cease to be available or maintained.
- 5.4 Any public liability and employer's liability insurance policies described in Schedule Seven shall include an indemnity to principals clause specifically indemnifying IE and Coras Iompair Éireann ("CIE"). None of the insurance policies described in Schedule Seven shall include any terms or conditions to the effect that the Contractor must discharge any liability before being able to recover from the insurers.
- 5.5 The Contractor agrees, represents and warrants to IE that the insurance policies set out in Schedule Seven will also indemnify IE and CIE against any acts, omissions, negligence or breach of any employees, sub-contractors or agents of the Contractor or that such sub-contractors or agents will carry insurance to the same levels and on terms at least as favourable to IE and CIE as those required from the Contractor. The Contractor shall indemnify IE for any loss suffered by IE due to the failure the Contractor to comply with this obligation.
- 5.6 If the Contractor fails to provide the insurance cover specified in Schedule Seven, IE may do so for the whole or part of the period for which such cover is required, without being under any obligation so to do, and may deduct any costs it incurs in obtaining such cover from any sums due to the Contractor under the Contract, or otherwise recover such sums from the Contractor.

- 5.7 The Contractor shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to in Schedule Seven in the event of a claim under any of the policies.
- 5.8 Where the level of indemnity to be provided under any insurance policy referred to in this Clause 5 is an aggregate amount, the Contractor shall notify IE of any claims made under such policy forthwith. 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 this Contract.
- 5.9 Nothing in this Clause 5 limits the obligations, liabilities or responsibilities of the Contractor or IE under the other terms of this Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Parties in accordance with such obligations, liabilities and responsibilities.

6 CONTRACT DOCUMENTS AND OTHER INFORMATION

- 6.1 If the Contractor shall find any ambiguity or discrepancy in the Specification or between the Contract Documents, the Contractor shall immediately notify the Project Engineer accordingly. The Project Engineer shall issue an instruction as to the manner in which any such ambiguity or discrepancy shall be resolved. If and insofar as such instruction requires the Contract to be varied, it shall be treated as a Change under Clause 10 unless such ambiguity or discrepancy could reasonably have been found or foreseen at the date of this Contract by a contractor exercising the standard of skill and care referred to in Clause 4.1.11.

7 IARNRÓD ÉIREANN OBLIGATIONS

- 7.1 IE shall :
- 7.1.1 provide the Contractor and its personnel, with full and free access to the Location during Working Hours on Working Days in accordance with the Project Programme, for the purposes of enabling the Contractor to provide the Contract Works, provided that such access may be restricted by IE, the Project Engineer in accordance with safety or security requirements of IE notified to the Contractor from time to time;
- 7.1.2 use the Goods only in accordance with such instructions and recommendations relating to the care and operation of the Goods or any part thereof as may be issued in writing by the Contractor;
- 7.1.3 provide the Contractor with such information concerning the Contract Works and the application, use, location and environment of the Goods as the Contractor may reasonably request in order to enable it to carry out its duties hereunder, provided such information is requested in a timely manner sufficient to allow IE to reply.

8 CHARGES

- 8.1 In consideration of the carrying out of the Contract Works in accordance with this Contract, IE shall pay to the Contractor the charges agreed between the Contractor and IE and described in Schedule Six less the Retention Amount.
- 8.2 All Charges and other sums payable by IE under this Contract are exclusive of any applicable value added tax.
- 8.3 The obligation of IE to pay the Charges is conditional upon:

- 8.3.1 IE having in its possession a current Tax Clearance Certificate or a statement from the Revenue Commissioners in respect of the Contractor in accordance with Clause 21;
- 8.3.2 the Contractor providing an invoice addressed to “Accounts Payable”, Iarnród Éireann, Inchicore, Dublin 8 at least sixty (60) days prior to payment; and
- 8.3.3 any other conditions to payment of Charges set out in Schedule Six being satisfied.
- 8.4 All invoices shall be accompanied by such additional information as IE may reasonably request to verify the amounts so involved.
- 8.5 Unless expressly stated in this Contract, the Charges represent the full charge payable to the Contractor in consideration for completion of the Contract Works and are fixed and not subject to any price adjustment (or escalation) formula to reflect variations in currency, exchange rates, taxation, the cost of labour, overheads or any other expenses incurred by the Contractor in completing the Contract Works.
- 9 EXECUTION AND QUALITY OF THE GOODS**
- 9.1 The Contractor represents and warrants to IE that:
 - 9.1.1 the Goods (including the Contractor’s Designed Element) will be suitable and fit for the purposes described in the Specification;
 - 9.1.2 the Goods will be capable of any standard of performance specified in the Contract Documents, but in any event shall at a minimum be of merchantable quality; and
 - 9.1.3 the Goods supplied shall be manufactured and constructed in the best and most workmanlike manner with materials of the best quality.
- 9.2 The Contractor shall be responsible for the quality, suitability and fitness for purpose of the whole of the Goods supplied, whether or not any part thereof is manufactured or supplied by any other party.
- 10 CHANGE OF CONTRACT WORKS**
- 10.1 The Project Engineer shall have the right to propose from time to time during the performance of the Contract any change, addition or deletion to, in or from the Contract Works (a “Change”).
- 10.2 The Contractor may from time to time during its execution of the Contract Works propose to the Project Engineer any Change set out in a Change Authorisation Order which the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Contract Works. The Project Engineer may approve or reject any Change proposed by the Contractor.

- 10.3 Notwithstanding Clauses 10.1 and 10.2 above, no change, addition or deletion to, in or from the Contract Works made necessary due to any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change and any such change, addition or deletion to, in or from the Contract Works shall not result in any adjustment of the Charges or the times for completion of Contract Works.
- 10.4 If the Project Engineer proposes a Change pursuant to Clause 10.1 above, the Contractor shall submit within 28 days of receipt of the Project Engineer's proposal pursuant to Clause 10.1 a Change Authorisation Order which shall contain:
- 10.4.1 a description of work, if any, to be performed, in order to implement such Change and a method statement for its execution;
 - 10.4.2 the programme for execution of such work together with its proposals for any modifications to the times for delivery and commissioning of the Goods and completion of the Services which the Contractor believes to be necessary;
 - 10.4.3 such modifications of its obligations under the Contract as the Contractor believes to be necessary; and
 - 10.4.4 the effect on the Charges resulting from the Change.
- 10.5 Within 14 days of receipt of the completed Change Authorisation Order supplied by the Contractor, the Project Engineer shall notify the Contractor whether it wishes the Contractor to carry out the Change in principle. If so, the Project Engineer and the Contractor shall each take reasonable steps to agree the terms of the Change Authorisation Order.
- 10.6 If the Project Engineer and the Contractor agree the terms of the Change, the Change Authorisation Order with any agreed amendments shall be signed by the Contractor and the Project Engineer.
- 10.7 On execution of any such Change Authorisation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to the terms and conditions of the Contract in so doing as if such change was required under the Contract.

11 INSPECTION

- 11.1 Throughout the term of this Contract, the Project Engineer or his authorised representative (s) shall be entitled to inspect, examine and test the work being carried out under or for the purposes of the Contract, including the components used or intended for use in the construction of the Goods, and for this purpose the Contractor shall grant the Project Engineer or obtain permission for him to have access at all reasonable times to all places where any part of such work is being carried out or the Goods are being made or kept.
- 11.2 The Contractor shall comply with all reasonable directions given by IE or the Project Engineer as to the manner of the execution of the Contract Works.

12 TESTING, COMMISSIONING AND HANDOVER

- 12.1 The Contractor shall deliver the Goods to the Location by the Delivery Date and shall install and commission the Goods at such times and in such manner as to ensure successful commissioning of the Goods by the Commissioning Date.
- 12.2 Upon the delivery and acceptance of the Goods at the Location, the Project Manager shall sign and issue to the Contractor a Certificate of Acceptance of Delivery of Goods.

- 12.3 The Contractor shall be responsible for the execution of the Testing Procedures in relation to the Goods. The Contractor shall provide the Project Engineer with reasonable notice of the proposed commencement time of any Testing Procedures and shall agree a mutually convenient time with the Project Engineer to carry out the Testing Procedures.
- 12.4 The Project Engineer, may, on, before or within a reasonable time of the Commissioning Date give to the Contractor a schedule of any incomplete items of work or minor defects in the Goods outstanding as demonstrated by the Testing Procedures. The Contractor shall be responsible at its own cost for promptly carrying out any modifications necessary to rectify any short fall in performance, incomplete items or defects revealed by the above tests.
- 12.5 If upon completion of all the Testing Procedures carried out in accordance with the Goods, the Project Engineer is satisfied that the Goods meet the requirements set out in the Specification and this Contract generally and that all defects thereby revealed have been rectified, the Project Engineer shall notify the Contractor that the Goods have been successfully commissioned. If at the end of the Testing Procedures the Project Engineer is not so satisfied that the Goods meet the requirements of the Specification and the Contract generally, he may reject the same. The Contractor will be allowed a reasonable time to correct any defects noted. The Project Engineer may request the Contractor to repeat the Testing Procedures until satisfied that the Goods have satisfactorily performed the tests and will then notify the Contractor that the Goods have been successfully commissioned.
- 12.6 If the Goods fail to pass any of the Testing Procedures to which they have been subjected, the Contractor shall be liable to reimburse IE for all reasonable expenses incurred by IE resulting from the repetition of such tests.
- 12.7 Upon the Project Engineer notifying the Contractor that the Goods have been successfully commissioned in accordance with Clause 12.5, and the Contractor complying with all its obligations under Clause 4.2, the Project Engineer shall issue a Certificate of Commissioning and Handover to the Contractor.
- 12.8 The issue of a Certificate of Commissioning and Handover under this Clause shall not be deemed an admission that the Goods do in fact conform to the Contract, nor shall it be relied upon as evidence as to the reliability of the Goods or their capacity for sustained performance or service.
- 12.9 Without limiting any other rights of IE, if the successful commissioning of the Goods is delayed for any period in excess of 4 weeks of the Commissioning Date and such delay is due to a breach by the Contractor (including non-conformity of the Goods with the requirements of this Contract), IE may charge and the Contractor shall be liable to pay IE all reasonable costs, expenses and charges incurred by IE arising out of or relating to such delay and shall indemnify and keep indemnified IE against any such costs, expenses and charges.
- 12.10 If there is a delay in the successful commissioning of the Goods that is not caused by the negligence, omission, default, breach of the Contract or breach of statutory duty or applicable laws by the Contractor, then IE shall provide such extension of the Commissioning Date as shall be reasonable and necessary in the circumstances.

13 REMEDYING OF DEFECTS

- 13.1 If, during the Remedy of Defects Period, any defect should appear in the Goods which is caused by or arises out of a failure by the Contractor to comply with its obligations under the Contract, the Contractor shall, upon being notified by the Project Engineer, promptly and at the cost and risk of the Contractor repair, replace or otherwise make good such defect as well as any damage caused by such defect. The Contractor shall provide the Project Engineer with as much prior notice of the proposed time and method of remedying the defects as the

circumstances reasonably permit. The Contractor shall comply with any directions of the Project Engineer in relation to its proposed time and method of completion of remedying the defects and shall remedy such defects in accordance with its obligations under this Contract.

- 13.2 When, in the opinion of the Project Engineer, any defects the Project Engineer may have required to be made good shall have been made good, the Project Engineer shall issue notice in writing that such defects have been made good and completion of making good the defect shall be deemed for the purposes of this Contract to have taken place on the day named in such certificate.
- 13.3 If due to the fault of the Contractor, any defect is not remedied promptly after the Project Engineer has notified the Contractor of the defect, IE may, without prejudice to any other right or remedy and at the risk, cost and expense of the Contractor, remedy the defect or procure the remedying of the defect.
- 13.4 If, during the Remedy of Defects Period, a defect is discovered in the Goods which can be rectified by a part replacement, IE may remedy the defect through making such replacement and the costs of the replacement, installation and/or testing shall be paid by the Contractor. The Contractor shall not be liable for defects or damage to the Goods arising solely due to faulty installation of such part by IE or its agents or consultants unless attributable to advice or instructions given by the Contractor.
- 13.5 Where a notice that a defect has been remedied is issued by the Project Engineer in accordance with Clause 13.2 or a defect is remedied by IE in accordance with Clauses 13.3 or 13.4, and such defect shall have caused all or a significant part of the Goods to fail to operate, IE shall be entitled to deem the Remedy of Defects Period to recommence from the date of issue of the notice or remedy of the defect by IE as the case may be, PROVIDED THAT in any event the Remedy of Defects Period shall not exceed thirty-six (36) months from the date of issue of the Certificate of Commissioning and Handover.
- 13.6 Upon the expiry of the Remedy of Defects Period, IE shall sign and issue to the Contractor a Certificate of Final Acceptance provided all defects in the Goods for which the Contractor is liable hereunder have been remedied. If the Remedy of Defects Period is extended in accordance with Clause 13.5, IE shall issue a Certificate of Final Acceptance once the extended Remedy of Defects Period expires provided all defects in the Goods for which the Contractor is liable hereunder have been remedied.
- 13.7 To the extent that the Contractor has received the benefit of any warranties from any sub-contractor or vendor of any goods which extends beyond the Remedy of Defects Period, the Contractor shall, and to the extent that the Contractor is legally able to do so, assign the benefit of all such warranties to IE if requested to do so by IE.
- 13.8 Notwithstanding the expiry of the Remedy of Defects Period, the Contractor shall remain liable for the making good of any defect notified to the Contractor prior to the Remedy of Defects Period expiring.

14 BONDS

- 14.1 Within 14 days of the execution of this Contract, the Contractor shall at its expense procure the execution and delivery to IE of any bonds specified in the Invitation to Tender (if any) or otherwise agreed in writing between the Parties to be provided by the Contractor in a form approved by IE, by a bank or other financial institution acceptable to IE.

14.2 The Contractor shall ensure that such bonds are valid and enforceable for the periods specified. Payment by IE of the Charges to the Contractor shall be conditional upon the execution and delivery of the bonds (if any) referred to in Clause 14.1.

14.3 IE shall return any such bond to the Contractor (or nominee) within 21 days of the expiry of the bond in accordance with its terms (as approved by IE).

15 SAFETY

15.1 The Contractor shall ensure that it, its employees and agents abide by the terms of the Safety Statement.

15.2 If the Goods or any part thereof consist of any dangerous substance or preparation, the Contractor shall include one copy of the appropriate "Material Safety Data Sheet" in the smallest packing unit in which the Goods are delivered.

15.3 The Contractor shall comply with all applicable health and safety legislation and regulations in force in Ireland from time to time during the course of the Contract.

15.4 The Contractor undertakes to comply with any reasonable safety requirements of IE notified to the Contractor from time to time and to ensure compliance by its employees, agents and subcontractors of such requirements.

16 RETENTION AMOUNT

16.1 IE shall be entitled to withhold the Retention Amount for the Remedy of Defects Period.

16.2 IE may have recourse to the Retention Amount for the purposes of recovering losses suffered by IE as a result of the Contractor's failure to perform its obligations under this Contract including, but not limited to, any losses suffered by IE due to the failure of the Contractor to perform its obligations under Clause 13 of this Contract.

16.3 IE shall pay the Retention Amount (less any deductions made in accordance with Clause 16.2) to the Contractor within seven (7) Working Days of expiry of the Remedy of Defects Period or at such earlier time as the Project Engineer shall in his sole discretion deem appropriate.

17 RISK AND TITLE TO GOODS

17.1 Title and ownership to the Goods (and the component parts thereof) shall be transferred to IE upon delivery of the Goods to IE at the Location.

17.2 Notwithstanding the transfer of title and ownership to the Goods, the risk in, and responsibility for care and custody of, the Goods shall remain with the Contractor until the issue of a Certificate of Commissioning and Handover in accordance with Clause 12.7 whereupon it shall pass to IE.

17.3 Prior to the transfer of risk in the Goods under Clause 17.2, IE shall be liable for any loss or damage to the Goods caused by the breach, negligence or wilful misconduct of IE.

18 INTELLECTUAL PROPERTY

18.1 All proprietary rights to any Know How or any works in which Intellectual Property subsists created by the Contractor in the carrying out of the Contract Works shall be the joint property of the Contractor and IE provided that upon termination or expiry of the Contract each Party

shall grant to the other a non-exclusive, irrevocable, royalty free licence to use, copy, alter, modify and maintain such Intellectual Property or Know How. The Contractor shall procure that its officers, employees and agents shall be subject to the same obligations and restrictions as the Contractor hereunder.

- 18.2 The Contractor shall indemnify IE, its officers, employees and agents against any action, claim or demand, costs (including legal costs), liabilities, damages or expenses arising from or incurred by reason of any infringement of any third party's Intellectual Property in respect of the carrying out of the Contract Works or the use of the Goods by IE.
- 18.3 In the event of any claim being made or actually brought against IE in respect of the aforementioned matters, the Contractor shall be immediately notified thereof and may, with the assistance of IE, if required, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same, or any litigation that may arise therefrom, provided before undertaking the conduct of such negotiations or litigation the Contractor shall have given to IE such security as shall reasonably be required to cover any compensation, damages, expenses and costs which might become payable or be incurred by IE in respect of or as a result of such negotiations or litigation.
- 18.4 The Contractor agrees on request at any time to give IE or any person authorised by IE access to the Intellectual Property or Know How referred to in Clause 18.1 above and to provide copies of it at IE's expense.
- 18.5 The provisions of this Clause will continue to apply notwithstanding the termination of this Contract for any reason and notwithstanding the completion of the Contract Works.

19 EMPLOYMENT

- 19.1 The Contractor shall be required to fully observe and comply with the provisions of all applicable employment legislation and regulations in force in Ireland from time to time during the term of this Contract including, and without limitation, any Employment Regulation Orders issued by a Joint Labour Committee pursuant to Section 42 of the Industrial Relations Act 1946 or Registered Employment Agreements as provided by Section 27 of the Industrial Relations Act, 1946.

20 NON - SOLICITATION

- 20.1 The Contractor agrees that, both during the continuance of this agreement and for a period of six months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of IE any person employed by IE in any capacity whatsoever, whether or not such an employee would commit a breach of his employment contract in so doing.

21 TAX CLEARANCE

- 21.1 If the Contractor is resident in Ireland or its business is registered in Ireland, this Contract is conditional on the production of a current Tax Clearance Certificate from the Revenue Commissioners to IE and any payment under this Contract is conditional on IE having in its possession at the time of payment a current Tax Clearance Certificate.
- 21.2 If the Contractor is not resident or its business is registered outside of Ireland, this Contract shall be conditional on the production to IE of a statement from the Revenue Commissioners as to their suitability on tax grounds to be awarded a Contract.

22 DURATION AND TERMINATION

22.1 This Contract shall come into force on the Commencement Date and shall expire following a period of three (3) years following the issuing of a Certificate of Commissioning and Handover, unless otherwise terminated as set out hereunder.

22.2 If the Contractor:

22.2.1 fails to comply with an instruction under Clause 11 requiring him to improve or remedy the Contract Works being carried out within 21 days of receipt of such instruction;

22.2.2 contravenes the provisions of Clause 34;

22.2.3 abandons the Contract or otherwise commits a material or persistent breach thereof and fails to remedy the breach (if capable of remedy) within (21) days of receipt of written notice from IE giving details of the breach and requiring it to be remedied;

22.2.4 becomes bankrupt, or makes any composition or arrangement with, or conveyance or assignment for the benefit of his creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of his estate, or a trustee is granted by him on behalf of his creditors, or if the Contractor, being a company, enters into voluntary or compulsory liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of its assets is appointed; or

22.2.5 undergoes a Change of Control and IE does not give its prior written consent to such Change of Control;

IE may, without prejudice to any other right or remedy, terminate the Contract by giving the Contractor written notice thereof to take effect in accordance with Clause 35.1 or upon such other day as may be specified in the notice.

22.3 Should conditions arise which, in the opinion of IE in IE's absolute discretion, make it advisable and necessary to terminate this Contract, IE may terminate this Contract upon 10 working days notice to the Contractor. Such termination shall be effective in the manner specified in the said notice and shall be without prejudice to any claims which either Party may have against the other under this Contract. In the event of such termination by IE, IE shall pay to the Contractor a reasonable proportion of the Charges for the Contract Works properly completed hereunder at the date of termination.

22.4 Upon termination of this Contract, the Contractor shall on request by IE execute and deliver all documentation prepared by the Contractor and all other documentation in its custody or control relating to this Contract and take such further steps as IE may require for the purpose of fully vesting in IE all rights and benefits of the Contractor arising therefrom. All such documentation shall be presented in such a form as to be capable of beneficial use by IE or on its behalf. The Contractor shall also, if required by IE, assign to IE the Contractor's entire benefit and any interest in any sub-consultancy or supply agreements made by it in the performance of this Contract. Unless IE agrees otherwise in writing, the Contractor shall be liable for any and all obligations, commitments or expenses assumed or incurred by it after the effective date of termination.

22.5 Without prejudice to any other rights of the Contractor, IE shall pay the reasonable expenses of the Contractor complying with Clause 22.4 as a result of any termination of this Contract by IE pursuant to Clause 22.3, or in the event of lawful termination of this Contract by the

Contractor. The Contractor shall, if requested by IE, provide IE with supporting documentation verifying expenses claimed under this Clause 22.5.

- 22.6 Upon termination of this Contract for any reason and without limiting any other rights and obligations of the Parties hereunder, the Contractor shall deliver and, to the extent legally possible, assign to IE all right, title and benefit of the Contractor in the Goods or part thereof to the extent not already assigned hereunder as at the date of termination, if requested to do so by IE. Where IE requests such delivery and assignment, IE shall pay to the Contractor the portion of the Charges (not already paid to the Contractor or otherwise payable under this Clause 22) properly attributable to the Goods or part thereof delivered and assigned to IE.
- 22.7 Without limiting any IE's other rights or security under this Contract or otherwise, in the case of termination of this Contract by IE under Clause 22.2, the Contractor shall pay to IE any reasonable additional costs, expenses and charges incurred by IE in completing or procuring the completion of the Contract Works not completed by the Contractor in accordance with this Contract.
- 22.8 IE shall not be liable to the Contractor for any loss of profit, loss of contracts or other economic losses and/or expenses suffered or incurred by the Contractor arising out of or in connection with this Contract.
- 22.9 Notwithstanding termination of this Contract, the provisions of this Contract shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

23 SUSPENSION

- 23.1 The Contractor shall, upon receipt of a notice of suspension from the Project Engineer or IE, suspend the performance of such of its obligations and for such time and in such manner as IE or the Project Engineer shall set out in its notice of suspension. During such period of suspension, the Contractor shall properly protect the Goods or such part thereof insofar as is necessary in the opinion of the Project Engineer.
- 23.2 Unless such suspension is necessary by reason of some default of or breach of this Contract by the Contractor for which it is responsible, the provisions of Clause 23.3 shall apply.
- 23.3 Where the Project Engineer suspends performance of any of the Contractor's obligations pursuant to Clause 23.1, the Contractor shall be entitled to:
- 23.3.1 an extension of time for performance of the obligation(s) to which the suspension relates in accordance with Clause 23.4; and
- 23.3.2 to be reimbursed by IE in respect of any increased costs incurred by the Contractor by reason of such suspension.
- 23.4 If, in the opinion of the Project Engineer, the completion of all or part of the Contract Works will be delayed by reason of the suspension of the Contractor's obligations under Clause 23.1, the Project Engineer shall, as soon as it is possible for him to do so, make a fair and reasonable extension of the Delivery Date and Commissioning Date.
- 23.5 Where the suspension continues for a period of three (3) months, at the expiration of three months the Contractor shall be entitled to issue a written notice to the Project Engineer requiring the Project Engineer to lift the suspension of the obligation(s). If the suspension is not lifted within 30 days of the Project Engineer receiving the written notice from the Contractor, the Contractor shall be entitled to terminate this Contract.

24 FORCE MAJEURE

- 24.1 “Force Majeure” in this Clause 24 means, in relation to either Party, an event beyond the reasonable control of that Party involving an act of God, war, riot, civil commotion, malicious damage, strike, lock-out, go-slow, accident, fire, flood or storm 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 and all other relevant factors, it ought reasonably to have taken but did not take.
- 24.2 If either Party is affected by a Force Majeure (the “Affected Party”) it shall promptly notify the other Party of the nature and extent of the circumstances in question.
- 24.3 Notwithstanding any other provisions of this Contract, the Affected Party shall be deemed not to be in breach of this Contract, or otherwise liable to the other Party, for any delay in performance or the non-performance of any of its obligations under this Contract to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party in accordance with Clause 24.2 and the time for performance of the affected obligations shall be extended accordingly.
- 24.4 If, in the opinion of the Project Engineer, the Delivery Date or the Commissioning Date will be affected by the occurrence of Force Majeure, the Project Engineer shall, as soon as it is possible to do so, make a fair and reasonable extension of the Delivery Date or the Commissioning Date and notify the extension in writing to the Contractor.
- 24.5 The Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure on the performance of its obligations under this Contract.
- 24.6 The Affected Party shall notify the other Party immediately in writing once the Force Majeure has ended shall forthwith resume performance of all of its obligations under this Contract.
- 24.7 If the Force Majeure resulting in the delay or non-performance of obligations under this Contract continues for more than three months after the date on which the Force Majeure begins, either Party may by notice in writing to the other Party terminate this Contract forthwith. The provisions of Clauses 22.4-22.9 shall apply in respect of any termination hereunder.
- 24.8 If, because of an event of Force Majeure, in the opinion of the Project Engineer, the Commissioning Date will be delayed, IE shall have the right to make alternative arrangements for the supply of the Contract Works. Under those circumstances, IE shall not be obliged to resume its obligations under this Contract and the Contractor shall not be permitted to recommence performing this Contract until any contractual obligations of IE with a third party in making such alternative arrangements have ceased or expired.

25 CONFIDENTIALITY

- 25.1 “Confidential Information” means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (the “Disclosing Party”) to the other Party/another Party (the “Receiving Party”) whether before or after the date of this Contract including, without limitation, information relating to the negotiation, provisions and subject matter of this Contract or the Disclosing Party’s operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs.
- 25.2 Subject to Clause 25.3, during the term of this Contract and at any time after the termination or expiry of this Contract (for any reason) the Receiving Party:

- 25.2.1 may not use any Confidential Information for any purpose other than in the performance of its obligations under this Contract;
- 25.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 25.3; and
- 25.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.
- 25.3 The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that:
- (i) it is required by law;
 - (ii) in the case of IE, disclosure is required by its parent company, or shareholder, or a Minister of the Government of Ireland;
 - (iii) the information has come into the public domain, otherwise than through a breach of this Clause by the Receiving Party;
 - (iv) it is required by existing contractual obligations of which the Disclosing Party is aware;
 - (v) it is required by any securities exchange or regulatory or governmental body to which it is subject; or
 - (vi) the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Contract.
- 25.4 The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a Party to this Contract.
- 26 ANNOUNCEMENTS**
- 26.1 Subject to Clause 26.2, no announcement concerning the transaction contemplated by this Contract or any ancillary matter shall be made by the Contractor, without the prior written consent of IE.
- 26.2 Clause 26.1 does not apply to a public announcement, communication or circular to be made or sent by the Contractor, if it is required by law, or any securities exchange, or regulatory or governmental body, to which it is subject.
- 27 COSTS AND EXPENSES**
- 27.1 Except where this Contract expressly provides otherwise, each Party shall pay its own costs and expenses relating to the negotiation, preparation, execution and implementation by it of this Contract and any document referred to herein.
- 28 RE-ORGANISATION OF IARNRÓD ÉIREANN**
- 28.1 Notwithstanding anything to the contrary in this Contract, if IE or the Government of Ireland should re-organise the business of IE (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of IE may be divided between such bodies and the Contractor shall thereafter deal with such bodies as if the parts of this Contract relevant to

the business of such bodies formed a contract between the Contractor and such corporate bodies.

29 FURTHER ASSURANCE

- 29.1 Each Party shall, at its own cost, from time to time and being required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other Party as the other Party may reasonably consider necessary, to give full effect to this Contract.

30 VARIATIONS

A variation of this Contract is valid only if it is in writing and signed by or on behalf of each Party

31 WAIVERS AND ALTERNATIVE REMEDIES

- 31.1 No delay, omission or forbearance on the part of either Party to this Contract in exercising any right, power, privilege or remedy provided by law or under this Contract shall operate to or be construed or interpreted as operating to:

- (i) impair such rights, power, privilege or remedy; or
- (ii) operate as a waiver thereof.

- 31.2 The single or partial exercise by IE of any right, power, privilege or remedy provided by law or under this Contract shall, whether or not exercised, not preclude any other or further exercise thereof.

- 31.3 The rights, powers, privileges and remedies of IE provided in this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies it would otherwise be entitled to under common law or statute.

- 31.4 IE shall be entitled to withhold and set-off monies owing to the Contractor in accordance with this Contract in the event and to the extent the Contractor owes any monies, damages, costs or expenses to IE as result of or in connection with the Contractor's performance or failure to perform its obligations under this Contract.

32 NO PARTNERSHIP

- 32.1 Nothing in this contract and no action taken by the Parties pursuant to this Contract shall create, or be interpreted or construed as creating a partnership, association, joint venture or, other co-operative entity between the Parties.

33 SCOPE OF AUTHORITY

- 33.1 Neither Party shall have any right, power or authority to enter into any agreement, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided otherwise in this Contract.

34 ASSIGNMENT/SUB-CONTRACTING

- 34.1 Except as provided for in Clause 28, this Contract is personal to the Parties and neither of them may without the written consent of the other, assign, sub-contract, mortgage, charge (otherwise than by floating charge), create an interest in any trust over, or dispose of any of its rights or obligations under this Contract.

34.2 If the Contractor wishes to apply for the consent of IE to appoint or change a sub-contractor, the Contractor shall give IE not less than fourteen (14) days' notice of:

34.2.1 the intended appointment of the sub-contractor, with detailed particulars which shall include its relevant experience; and

34.2.2 the intended commencement date and scope of the sub-contractor's work.

34.3 The Contractor shall be responsible for the acts or defaults of any sub-contractor, its agents or employees, as if they were the acts or defaults of the Contractor.

35 NOTICES AND SERVICE

35.1 Any notice required or authorised by this Contract to be given by either Party to the other shall be in writing and may be given by hand or sent by first-class pre-paid post or fax transmission to the other Party to the addresses and facsimile numbers and marked for the attention of the persons specified in Schedule Nine:

35.2 Any notice or other information given by post under Clause 35.1 which is not returned to the sender as undelivered shall be deemed to have been given on the fourth day after the envelope containing the same was so posted (or in the case of air-mail or overseas post, on the sixth day after the envelope containing the same was so posted) and proof that the envelope containing any such notice or information was properly addressed and sent by prepaid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice of information has been duly given.

35.3 Any notice or other information sent by fax transmission shall be deemed to have been duly sent on the date of transmission (provided that such date is a Working Day).

35.4 Either Party may, by notice to the other, (in compliance with this Clause 35.1), change the address, fax or the person to which such notice is to be sent or delivered.

36 COUNTERPARTS

36.1 This Contract may be executed by the Parties in any number of counterparts and on separate counterparts, but shall not be so effective until each Party has executed at least one counterpart.

36.2 Each counterpart shall constitute an original of this Contract, but all the counterparts shall together constitute but one and the same instrument.

37 SEVERANCE

37.1 Each of the provisions of this Contract is severable and if any provision of this Contract is held by any court or other competent authority to be illegal, void or unenforceable in whole or in part, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected or impaired thereby.

38 ENTIRE AGREEMENT

38.1 This Contract contains the entire agreement between the Parties and contains all the terms which the Parties have agreed with respect to its subject matter and this Contract supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the Parties.

- 38.2 The Contractor acknowledges that it has not been induced to enter into this Contract by a statement or promise which this Contract does not contain.
- 38.3 IE is not liable in equity, contract or tort or in any other way for a representation that is not set out in this Contract.
- 38.4 Nothing in this Clause 38 shall have the effect of limiting or restricting any liability of a Party arising as a result of any fraud.
- 39 **GOVERNING LAW**
- 39.1 This Contract shall in all respects be governed by and construed in accordance with the laws of Ireland.
- 40 **JURISDICTION**
- 40.1 Each Party irrevocably agrees for the benefit of IE that the courts of Ireland have exclusive jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes which may arise out of or are in connection with this Contract, (respectively “Proceedings” and “Disputes”) and, for these purposes, irrevocably submits to the jurisdiction of the courts of Ireland.
- 40.2 The submission to the jurisdiction of the courts of Ireland does not limit IE’s right to take proceedings against the other Party in another court of competent jurisdiction, nor does the taking of proceedings by IE in any one or more jurisdictions preclude IE taking proceedings in another jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

IN WITNESS whereof this Contract is duly executed the day of 2015 first here and before written.

SIGNED for and on behalf of by
CONTRACTOR

in the presence of:

Witness to signature

Witness' address

Witness' occupation

SIGNED for and on behalf of by
IARNRÓD ÉIREANN –
IRISH RAIL

in the presence of:

Witness to signature

Witness' address

Witness' occupation

SCHEDULE ONE

Specification

SCHEDULE TWO

Certificate of Acceptance of Delivery of Goods

To: Contractor

In accordance with Clause [●] of the Contract dated the [●] day of [●] 200[●] between IE and Contractor the Project Engineer hereby confirms delivery of the Goods.

Signed:

for and on behalf of Project Engineer

(Name)

for and on behalf of Contractor

(Name)

Dated the [●] day of [●] 200[●]

SCHEDULE THREE

Certificate of Commissioning and Handover

To: Contractor

In accordance with Clause 12.7 of the Contract dated the [●] day of [●] 200[●] between IE and Contractor, the Project Engineer hereby confirms that the Goods have been successfully commissioned and handed over to IE.

Signed:

for and on behalf of Project Engineer:

(Name)

for and on behalf of Contractor:

(Name)

Dated the [●] day of [●] 200[●]

SCHEDULE FOUR

Certificate of Final Acceptance

To: Contractor

In accordance with Clause 13.6 of the Contract dated the [●] day of [●] 200[●] between IE and Contractor, IE hereby confirms that the Remedy of Defects Period in respect of the Goods has expired and such Goods have been finally accepted by IE.

Signed:

for and on behalf of IE:

(Name)

for and on behalf of Contractor:

(Name)

Dated the [●] day of [●] 200[●]

SCHEDULE FIVE
Change Authorisation Order

CHANGE AUTHORISATION ORDER (“C.A.O.”)

Date:

C.A.O. No:

Re: Contract for Design, Supply Installation and Commissioning of Goods or Equipment and Related Services (“Contract”)

To: [name of Contractor]

You are authorised under Clause [●] (Change of Contract Works) of the Contract to make a Change to the Contract Works noted below.

Project Engineer _____

Dated: _____

Contractor’s duly authorised representative _____

Dated: _____

Nature of the Change:

1. Originator of Change Request: _____
2. Reason for Change _____
3. Description of Change _____
4. Contractor shall enclose:
 - ⇒ Method Statement for execution of Change
 - ⇒ Programme for Execution of Change
 - ⇒ Modifications (if any) to:
 - ⇒ Delivery Date
 - ⇒ Commissioning Date
(as defined in Contract)
 - ⇒ Other Modifications to Contract (if any)

5. This Change results in the following adjustment to the Charges.

Price of Change:

net increase / decrease resulting from previous C.A.O.s

net increase/decrease resulting from this C.A.O.

Total Charges now due to the Contractor

NB: This C.A.O. shall become effective on the date of signing by the Project Engineer.

SCHEDULE SIX

Charges

SCHEDULE SEVEN

Insurance

The Contractor agrees to maintain the insurances set out below for the particular term specified with insurers approved by IE:

1. a policy insuring against either 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 Contractor's performance of the Contract (public liability insurance) for an amount of not less than euro six million five hundred thousand (**€6,500,000**) per occurrence to be maintained at all times during the continuance of this Contract;
2. 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 Contractor in the course of the Contractor's performance of the Contract (employer's liability insurance) for an amount of not less than euro thirteen million (**€13,000,000**) per occurrence to be maintained at all times during the continuance of this Contract;
3. a policy insuring against liability for claims, damages, losses and expenses arising out of the acts, defaults or omissions of the Contractor in the course of the Contractor's performance of the Contract (professional indemnity insurance) for an amount of not less than euro one million (**€1,000,000**) 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 later of six years from:
 - (a) the date of the completion of the Services; or
 - (b) termination of the Contract for whatever reason
4. a policy insuring against either 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 Goods supplied by the Contractor under the Contract (product liability insurance) for an amount of not less than euro six million five hundred thousand (**€6,500,000**) to be maintained at all times during the continuance of this Contract and for a period of six years following Acceptance of the Goods; and
5. Motor Vehicle insurance insuring against either party's liability for any losses or damages due to damage or destruction of property caused by the vehicle of a third party for an amount of not less than euro two million six hundred thousand (**€2,600,000**) to be maintained at all times during the continuance of this Contract.

SCHEDULE EIGHT

Delivery Schedule

SCHEDULE NINE

The Contractor

Company:

Incorporated under the laws of:

Registration Number:

Address of Registered Office:

Notices

If to the Contractor, to:

Address:

Fax:

Marked for the attention of:

If to IE, to:

Address:

Fax:

Marked for the attention of:

DATED

2015

**(1) THE CONTRACTOR
(the “Contractor”)**

and

**(2) IARNRÓD ÉIREANN – IRISH RAIL
 (“IE”)**

**CONTRACT FOR DESIGN, SUPPLY,
INSTALLATION AND COMMISSIONING
OF GOODS OR EQUIPMENT AND RELATED
SERVICES**

Manager, Procurement
Iarnród Éireann
Inchicore
Dublin 8



DATED 14TH APRIL 2015

**STANDARD CONDITIONS OF TENDERING FOR DESIGN, SUPPLY, INSTALLATION AND
COMMISSIONING OF GOODS OR EQUIPMENT AND RELATED SERVICES
TENDER REF: SET 5365**

MANAGER, PROCUREMENT
Iarnród Éireann
Inchicore
Dublin 8
Ireland

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Standard Conditions of Tendering for Design, Supply, Installation, Commissioning and Testing of Goods or Equipment and Related Services

1 INVITATION TO TENDER

- 1.1 Iarnród Éireann-Irish Rail ("IE") invites Tenders for the design, supply, installation, commissioning and testing of the Goods and provision of related Services ("the Contract Works") required by IE in accordance with:

1.2.1 the Specification set out in Appendix 1 to these Conditions of Tendering;

1.2.2 the Pricing Document and Compliance Sheet set out in Appendix 2 to these Conditions of Tendering;

and on the basis of the Contract for Design, Supply, Installation and Commissioning of Goods or Equipment and Related Services (the "Contract") set out in Appendix 3 to these Conditions of Tendering.

2 DEFINITIONS

- 2.1 Save where the context otherwise requires, words and expressions used in the Contract shall, when used in these Conditions of Tendering, have the same meaning as therein ascribed to them.
- 2.2 The documents supplied to Tenderers herewith shall be referred to collectively as the Invitation to Tender.

3 RECEIPT AND RETURN OF TENDERS

- 3.1 STATEMENT OF INTENTION TO SUBMIT TENDER: Tenderers should complete the enclosed acknowledgement slip confirming whether they intend to submit a completed Tender and return it to IE to the address specified as soon as possible.

4 COMPLETION OF TENDER

- 4.1 DOCUMENTS TO BE SUBMITTED BY THE TENDERER: Tenders shall be submitted on the enclosed Tender Form together with the other documents referred to in Condition 15 hereunder and any additional information which the Tenderer believes necessary to clarify its bid.
- 4.2 Tenders must be duly completed and signed in ink by the Tenderer. Tenders shall be in English.
- 4.3 The Tender Form must be signed or sealed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The name of each person signing should be typed or written in block capitals below his signature. The official capacity or authority of the persons signing should be shown.

- 4.4 IE may require the Tenderers to procure a formal legal opinion at IE's cost certifying that:
- 4.2.1 the Tenderer has all requisite corporate power to execute, deliver and perform its obligations under these Conditions of Tendering, the Contract and any bonds required to be procured by the Tenderer under the Contract;
 - 4.2.2 such execution, delivery and performance of the Conditions of Tendering, Contract and any bonds required to be procured by the Tenderer under the Contract have been duly authorised by appropriate corporate action; and
 - 4.2.3 the Conditions of Tendering, the Contract and any bonds required to be procured by the Tenderer under the Contract constitute legally binding obligations on the Tenderer.
- 4.5 Tenders should be complete and all details requested should be submitted. Incomplete Tenders may be rejected.
- 4.6 **TIME FOR DELIVERY, INSTALLATION AND COMMISSIONING:** The times for delivery of the Contractor's Design (if any) and delivery, installation, and commissioning of the Goods shall be the dates agreed between CIE and the successful Tenderer (if any).
- 4.7 **SUBCONTRACTORS AND SUPPLIERS:** Tenderers are not permitted to subcontract or assign the whole or any part of their obligations under the Contract without the prior written consent of IE, such consent not to be unreasonably withheld. 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. 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.
- 4.8 **INSURANCE DETAILS:** 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. 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 €12,698 shall not be approved.
- 4.9 Tenderers shall complete the Insurance Questionnaire set out in Schedule 2.
- 4.10 Where the level of indemnity under any insurance policy which Tenderers hold or intend to use in compliance with this Contract is an aggregate amount, Tenderers shall notify IE of any claims made under such policy by completing the Insurance Questionnaire. 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 this Contract.
- 4.11 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.
- 4.12 IE reserves the right at its sole discretion to reject any Tender where the terms of insurance which is proposed to be provided is not to IE's satisfaction.

- 4.13 **CONFLICTS OF INTEREST:** Tenderers are required to disclose with their Tenders details of any relationships that they, their employees, shareholders or immediate families have with any member or employee of IE which would or could potentially result in a conflict of interest in bidding for or performing the Contract.
- 4.14 **VALIDITY OF TENDERS:** Unless previously withdrawn, unaccepted tenders shall remain valid for three months from the Closing Date for receipt of tenders. No Tender may be withdrawn after its acceptance.
- 4.15 **PRICE BASIS:** The Tender shall be a fixed price tender and not subject to price adjustment or any price variation formula. The price shall include all items specified in the Tender Form and for all items not specifically mentioned in the Tender Form but described in the Invitation to Tender and necessary to complete the Contract.
- 4.16 [Where requested by IE, the Tenderer shall also provide estimates for spare parts and ongoing maintenance of the Goods as set out in the Specification and provided for in the Schedule of Rates. IE may enter into a separate contract in relation to the same or decide not to proceed with the procurement of these works. The Tenderer shall also provide details of their service department and its capability in providing service and parts for the Goods in a timely fashion.]
- 4.17 **RATES AND PRICES:** The rates and prices used in the compilation of the Tender shall include all customs duties clearance charges, freight, cartage and packing and unpacking charges and levies in operation at the date of Tender but shall be exclusive of Value Added Tax.
- 4.18 **CURRENCY:** Tenders shall be in Euro unless a different currency is expressly authorised by IE.
- 4.19 The Tenderer shall provide a clause by clause commentary on the Specification and the Contract outlining their agreement/ability to comply with each clause or the nature of their disagreement/inability to comply (as appropriate). IE reserves the right to reject non-compliant Tenders.
- 4.20 Tenderers shall take no advantage of any apparent errors or omissions in the Invitation to Tender. In the event that Tenderer discovers any such error or omissions, Tenderer shall immediately notify IE.

5 RETURN OF TENDERS

- 5.1 The completed Tender should be enclosed in a sealed envelope, bearing the tender reference and addressed F.A.O. Sinead Leonard, IM Procurement, Iarnród Éireann, Inchicore, Dublin 8 and shall be delivered not later than 12.00 noon on the closing date stated in the covering letter ("Closing Date"). The envelope should not include any details that would identify the tenderer.
- 5.2 Two completed hard copies and one soft copy of the Tender should be submitted.
- 5.3 Late Tenders received after the Closing Date and after the opening of other Tenders shall not be accepted by IE under any circumstances and shall be returned unopened to the Tenderer, who is fully responsible for the safe and timely delivery of his Tender. Late Tenders received after the Closing Date but before the opening of other Tenders may be accepted at IE's sole discretion, provided that the Tenderer can satisfy IE that such Tender was dispatched prior to the Closing Date.

5.4 **COSTS OF PREPARATION OF TENDER:** IE will not be responsible for and will not pay for any expense incurred or loss suffered by a Tenderer in the preparation or submission of his Tender. Further, IE shall not be responsible for any travel or accommodation costs incurred by the Tenderer unless previously agreed in writing by IE.

5.5 **CONFIDENTIALITY OF INVITATION TO TENDER:** The Invitation to Tender shall be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to Tender to third parties other than on a confidential basis to those who have a legitimate need to know or with whom they need to consult for the purpose of preparing the Tender.

6 INFORMATION AND QUERIES

6.1 The Tenderer must satisfy himself as to the nature and requirements of the Contract.

6.2 All queries regarding the Contract or any other element of the Invitation to Tender should be addressed in writing and sent by facsimile or email transmission to Sinead Leonard, IM Procurement, Iarnród Éireann, Inchicore, Dublin 8, Ireland at E-mail: sinead.leonard@irishrail.ie to arrive not later than 7 days before the Closing Date. It is the Tenderer's responsibility to ensure that all queries are received by IE.

6.3 Copies of all queries submitted pursuant to Condition 6.2 above and IE's answers will be circulated to all Tenderers no later than 3 days before the Closing Date.

7 ALTERNATIVE TENDERS

7.1 **COMPLIANT TENDERS:** Except as expressly permitted in these Conditions of Tendering, Tenderers must attempt to submit a fully compliant Tender which is not qualified in any way. IE reserves the right to reject a non-compliant Tender.

7.2 **ALTERNATIVES:** In addition to a compliant bid, a Tenderer may submit alternative proposals for all or part of the Contract which offers additional economic, financial or technical benefits. Such alternative proposals will be given consideration provided they are submitted with full particulars, including specifications and proposed methodologies to enable a complete evaluation to be made. IE reserves the right to accept or reject any alternative proposals.

8 EXAMINATION OF SITE

8.1 Site inspections are available on request, at the cost of the Tenderer. Tenderers shall be deemed to have made a thorough examination of the Site to familiarise themselves with all aspects of the Contract.

9 EVALUATION AND OPENING OF TENDERS

9.1 **EVALUATION:** IE reserves the right to arrive at a short list of Tenderers or to award the Contract without any further reference to or communication with any of the Tenderers.

9.2 **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.

9.3 **CANVASSING AND INTERFERENCE:** 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. Tenderers are advised that the use of improper influence will also result

in a Tender being automatically disqualified. Examples of such improper influence would be collusion, price fixing, bid rotation or market division.

- 9.4 **COLLUSIVE TENDERING:** 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 of its Tender, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tender, the bid submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

- 9.5 **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.

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 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 9.5, a Tenderer not accepting the correction of their Tender as outlined shall have their Tender rejected.

- 9.6 Any descriptive sizes in the Invitation to Tender are given in the nearest metric sizes to correspond with present available imperial sizes. No allowances will be made for slight changes in size when metric equivalents are manufactured.

- 9.7 **CLARIFICATION OF TENDERS:** To assist in the examination and comparison of Tenders, IE may ask Tenderers for clarification of their Tenders, including breakdowns of prices.

- 9.8 Tenderers may be asked to attend a post-tender clarification meeting. In such event the Tenderer shall bear all his costs and expenses in attending any such meeting.

10 **AWARD OF CONTRACT**

- 10.1 **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 or any Tender.

- 10.2 Tenders will be evaluated on the basis of the most economically advantageous proposal submitted by a Tenderer, by reference to the following criteria which are listed in decreasing order of importance:

- (a) Technical Compliance with IE's Specification 40%
- (b) Cost 60%

- 10.3 If a Tender is submitted by a group (more than one) of contractors, then those contractors, if their Tender is accepted, will assume such legal form by incorporation, partnership or otherwise, as will entitle them to contract as a single entity. It will be necessary for any group of contractors wishing to submit a joint bid to state a single addressee who will be responsible for the receipt and processing of the participating orders and for resolving any problems relating to the Tender and the Contract, if awarded.

11 ACCEPTANCE OF TENDERS

- 11.1 If a contract is awarded arising out of this Tender process, written notification of acceptance of the Tender will be given by IE to the successful Tenderer. No Tender shall be deemed to have been accepted until such notification has been given.
- 11.2 IE reserves the right to make acceptance of any Tender conditional upon the Tenderer giving such security for the due performance of the Contract as IE may require.
- 11.3 The successful Tenderer will ultimately be required to enter into a formal agreement which is intended to reflect substantially the terms of the Contract attached hereto.

12 COMPLIANCE

- 12.1 TAX: It will be a condition of the award of the Contract that the Tenderer and any subcontractors (domestic or otherwise) appointed by the Tenderer will be required to produce for inspection by IE a current Tax Clearance Certificate or C2 Certificate (in the case of Irish contractors) or a Statement of Suitability (in the case of non-Irish contractors), issued by the Irish Revenue Commissioners.
- 12.2 The Tenderer and any subcontractors shall continue to hold current issues of all such certificates until the 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.
- 12.3 EMPLOYMENT LEGISLATION: It will be a condition of the award of this Tender that the Tenderer and any subcontractors (domestic or otherwise) shall observe all applicable employment legislation in force in Ireland during the course of the Contract including, without limitation, all Employment Regulation Orders and Registered Employment Agreements.

13 STANDARDS

- 13.1 [Where appropriate, the Tenderer's attention is drawn to the provisions of the Contract and the Specification relating to:
- 13.2.1 the standards to be complied with in respect of the quality of the Goods and the Contractor's Design to be supplied;
- 13.2.2 the technical standards with which the Goods and the Contractor's Design must comply; and
- 13.2.3 the Tenderer's warranties under the Contract.]

14 AMENDMENTS

IE may modify any documents in the Invitation to Tender in any respect by way of clarification, addition, deletion or otherwise prior to the Closing Date.

15 **DOCUMENTS**

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



TENDER FORM

Tender for the Design, Supply, Installation and Commissioning of Goods or Equipment and Related Services

Tender Ref: SET 5365

**To: The Manager
IM Procurement
Iarnród Éireann – Irish Rail
Inchicore
Dublin 8**

- 1 In accordance with and subject to the Standard Conditions of Tendering for Design, Supply, Installation and Commissioning of Goods or Equipment and Related Services (“Conditions of Tendering”), we hereby tender for the contract to design, supply, install, test and commission the goods and provide the related services (“the Contract Works”) required by Iarnród Éireann-Irish Rail (“IE”) as described in:

- (a) the Specification set out in Appendix 1 to the Conditions of Tendering;
- (b) the Pricing Document and Compliance Sheet set out in Appendix 2 to the Conditions of Tendering;

and on the basis of the Contract Design, Supply, Installation and Commissioning of Goods of Equipment and Related Services set out in Appendix 3 to the Conditions of Tendering (the “Contract”) for the price set out below and detailed in the enclosed Appendix (please set out detailed pricing in separate Appendix and attach to this Tender Form)*

*** Prices quoted should be stated in words as well as figures and should be exclusive of VAT.**

- 2 We undertake to deliver the Goods to IE within the number of weeks stated hereunder after receipt of an order for the Goods:

Delivery	Number of weeks for delivery after receipt of order for the Goods

- 3 If our Tender is accepted we will, if and when required, obtain the bonds from a Bank or Insurance Company (to be approved in either case by you) specified in the Contract in a form approved by IE in advance.

- 4 Unless and until a formal agreement is prepared and executed this Tender, together with IE's acceptance thereof, shall constitute a binding contract between us.
- 5 We understand that IE is not bound to accept the lowest or any tender it may receive.
- 6 We confirm that this Tender shall be valid for three (3) months from the Closing Date.

Name of Person, Firm or
Company Tendering _____
(IN BLOCK LETTERING)

Address _____

Signed for and on
behalf of Person, Firm
or Company _____

or _____

The Common Seal of

_____ was hereunto affixed in the
presence of :

Director

Director/Secretary

Witness's Signature

Witness's Address

Witness's Occupation

DATED the ____ day of _____ 2015

SCHEDULE 1

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

- Completed Tender Form and Schedule of Rates;
- Compliant Tender and any Alternative Tenders;
- Times for delivery, installation and commissioning of the Goods;
- Comments on Clauses of Specification and the Contract;
- Details of specialist firms and subcontractors to be used by Tenderer;
- Details of insurance which Tenderers hold or intend to use in compliance with the Contract;
- Insurance Questionnaire;
- Current Tax Clearance Certificate or Statement of Suitability;
- Details of any conflicts of interest; and
- All other information expressly or implicitly required by the Conditions of Tendering, the Specification, the Contract Drawings and the Contract.

SCHEDULE 2

Insurance Questionnaire

APPENDIX 1

Specification

APPENDIX 2

Pricing Document and Compliance Sheet

APPENDIX 3

Supply and Installation Contract

DATED 14TH APRIL 2015

**STANDARD CONDITIONS OF TENDERING FOR DESIGN,
SUPPLY, INSTALLATION AND COMMISSIONING OF
GOODS OR EQUIPMENT AND RELATED SERVICES**

MANAGER, PROCUREMENT
Iarnród Éireann
Inchicore
Dublin 8
Ireland