

02nd November 2018



Re: FOI Request Response [IE_FOI_185]

Dear 

I refer to your request dated 04th 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:

I request the following non-personal records:

1. A copy of public tender 6797
2. A copy of the response to "Clarification Questions" This is the document where the awarding body responds to questions raised to the tenderers.

The document should be available on the e-Tenders website. It was published on 21/02/2017.

Rights of appeal

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

Should you have any questions or concerns regarding the above, please contact the FOI Officer on 01, 7034293.

Yours sincerely,



Decision Maker

Schedule of Records for IE_FOI_185 : 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	09/06/2017	Standard Conditions of tendering for the Purchase of Goods	39	Grant		
2	09/06/2017	Standard Contract for the Purchase of Goods	42	Grant		
3	09/06/2017	Technical Specification 6797	21	Grant		
4	09/06/2017	E mail tende issue	1	Grant		
5	09/06/2017	ITT Letter	1	Grant		
6	09/06/2017	Pricing Schedule/Document	11	Grant		
7	09/06/2017	Code of Conduct for Suppliers	5	Grant		
8	09/06/2017	Tender Acknowledgement Slip	1	Grant		
9	09/06/2017	Insurance Questionnaire	1	Grant		
10	09/06/2017	RFI Document	1	Grant		
11	09/06/2017	Tender label				
12	16/06/2017	Tender Addendum Email & attachments	11	Grant		
13	16/06/2017	Revised Pricing schedule/Documents	10	Grant		

Signed...

Date

12/11/18

Tender Acknowledgement

To:	Iarnród Éireann	From:	
F.A.O.:		Date:	
E-Mail		Ref:	6797

ACKNOWLEDGEMENT OF RECEIPT OF TENDER

Supply IP VSS CCTV HD Cameras and Associated Hardware and Software

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 9th June 2017
- ☐ 6797 Standard Conditions of Tendering for Contract for the Purchase of Goods
- ☐ 6797 Standard Contract for the Purchase of Goods
- ☐ Schedule F 6797 IE Technical Specification for the Supply of IP CCTV
- ☐ Schedule G 6797 Pricing and Compliance Document 09.06.2017 *(to be returned with Form of Tender and Pricing Document)*
- ☐ IE Insurance Questionnaire
- ☐ Code of Conduct for Suppliers and Business Partners
- ☐ Tender Acknowledgement Form
- ☐ RFI Enquiry Form
- ☐ Tender Return Label

I confirm that *(tick appropriate box)*

- ☐ I WILL SUBMIT A TENDER BY 12.00 ON FRIDAY 23rd JUNE 2017
- ☐ 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:

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.

NOMINATED MANUFACTURER OF CAMERAS PC SOFTWARE AND NVR SOFTWARE: SCORING

		Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
BULLET CAMERAS		2 MP			Y / N			
		3 MP			Y / N			
		5 MP			Y / N			
		Lamp Post Mount accessory						
		Accessory 1						
		Accessory 2						
		Accessory 3						

		Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD DOME CAMERAS		2 MP 3-9mm Approx			Y / N			
		2 MP 9-22mm Approx			Y / N			
		Accessory 1						
		Accessory 2						
		Accessory 3						

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD MICRO CAMERAS	2 MP			Y / N			
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD PTZ CAMERAS	2 MP						
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD Wide Angle / Panormaic CAMERAS	Camera 1 - Interlocking lenses			Y / N			
	Camera 2 - FishEye			Y / N			
	Accessory 1						
	Accessory 2						
	Accessory 3						

HD FIXED CAMERAS	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
	5MP						
	16 MP						
	24 MP						
	Accessory 1						
	Accessory 2						
	Accessory 3						

MODEL A REQUIREMENTS

CAMERA HOUSINGS	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies
	Camera Housing 24V AC			Y / N	
	Camera Housing PoE			Y / N	
	Pole Clamp			Y / N	
	Accessory 1				

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

LICENSE PLATE RECOGNITION	Average Dist to Target	Model Refs	No of Cameras required	Total € For Dual Lane Scenario - Price Break down on Sheet 3	SAME MANUFACTURER	MODEL A REQUIREMENTS
	10m					
	15m					
	25m					
	Accessory 1					
	Accessory 2					
	Accessory 3					
	IP 66 Steel Cabinet					

SUB TOTAL	0
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0

ANALYTICS	Item	Model Ref	€	Does Model fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
	IP Model						
	Composite Model						

SUB TOTAL	0
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0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

ENCODER		Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
		ENCODER			Y / N			
		PSU						
		Accessory						

JOYSTICK KEYBOARD		Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
		Joystick keyboard			Y / N			
		Accessory						
		Microphone			Y / N			

SUB TOTAL	0
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	0
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COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

NOMINATED MANUFACTURER OF TRANSMISSION:

TRANSMISSION	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
	Ethernet to Coax Converter. Rack Mount 16 Port			Y / N			
	Co Ax to Ethernet Converter. Rack Mount 8 Port			Y / N			
	Ethernet to Coax Converter.Converter4 Port			Y / N			
	Module 1 Port at camera (CoAx to Eth)			Y / N			
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						
	Ethernet to UTP Converter. Rack Mount 16 Port			Y / N			
	Ethernet to UTP Converter. Rack Mount 8 Port			Y / N			
	Ethernet to UTP Converter. 4 Port			Y / N			
	Module 1 Port at camera (UTP to Eth)			Y / N			
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						

SUB TOTAL	0
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0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
RECORDERS & PC's						
Recorders 30TB			Y / N			
Cost to expand to 60TB per Server			Y / N			
Liscence 4 Camaras						
Liscence 8 Camaras						
Liscence 16 Camaras						
Liscence 24 Camaras						
Recorder Small Location			Y / N			
Control Centre Viewing PC1 Quad Screen			Y / N			
Control Centre Viewing PC2 Dual Screen			Y / N			
Remote Viewing PC1 1 Screen			Y / N			
Microphone for Operator PC						
20"HD Monitor			Y / N			
24" HD Monitor			Y / N			
30" HD Monitor			Y / N			
Monitor Wall Bracket						

SUB TOTAL	0
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0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

AUDIO ANNOUNCING	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	MODEL A REQUIREMENTS	

	Speakers with Built in Amplifier			Y / N			
	Power Supply for Speaker with Built in Power Supply			Y / N			

SUB TOTAL	0
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SUB TOTAL	0
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TOTAL COST	0
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TOTAL	0
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Instructions for completing the Pricing Document:

- 1 The Pricing Document must be completed in the electronic format provided. The information will be taken directly from the completed pricing documents for use in the Cost evaluation.
- 2 Tenderers should submit their completed Excel Pricing Documents in readable electronic form along with 2 No. Hard copies and also a soft copy in PDF.
- 3 Tenderers must state if the proposed model fulfils IE's requirements as set out in the Technical Specification
- 4 Where the model does NOT meet with all of IE's requirements, the deficiencies should be listed.
- 5 All Cameras should where possible be manufactured by the same manufacturer. Please state the Manufacturer on the Excel Sheet Provided.
- 6 All Software will be manufactured by the same manufacturer Please state the Manufacturer and package on the Excel Sheet Provided.
- 7 Any proposed item that is not supplied by the system manufacturer should be stated in the Model Ref. of the Excel Spread Sheet.
- 8 All kit listed as "Transmission" should be manufactured by the same company. Please state this Manufacturer on the Excel Sheet Provided.
- 9 Tenderers should leave the columns marked "SCORING" blank- these will be completed by IE during the evaluation.
- 10 Tenderers must also complete and return the LPR Breakdown sheet
- 11 All prices must be listed in Euro
- 12 All prices will be fixed for the duration of the contract
- 13 All prices must include any potential upgrades during the term of the contract. i.e. should a product be upgraded during the term of the contract IE will receive the enhanced product at the agreed rate in the contract and will not be subject to any additional costs as a result

Scoring:

The total number of available marks is 1000.

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

- Cost 50%** (500 marks available)
- Technical Compliance 46%** (460 marks available)
- Lead Time 4%** (40 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 460.
- 2 The minimum required score in relation to Technical Compliance is 276 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:

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

COMPANY NAME: _____

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

NOMINATED MANUFACTURER OF CAMERAS PC SOFTWARE AND NVR SOFTWARE: _____

SCORING

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
BULLET CAMERAS	2 MP			Y / N			
	3 MP			Y / N			
	5 MP			Y / N			
	Lamp Post Mount accessory						
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD DOME CAMERAS	2 MP 3-9mm Approx			Y / N			
	2 MP 9-22mm Approx			Y / N			
	Accessory 1						
	Accessory 2						
	Accessory 3						

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD MICRO CAMERAS	2 MP			Y / N			
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD PTZ CAMERAS	2 MP						
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD Wide Angle / Panormaic CAMERAS	Camera 1 - Inerlocking lenses			Y / N			
	Camera 2 - FishEye			Y / N			
	Accessory 1						
	Accessory 2						
	Accessory 3						

COMPANY NAME: _____

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
HD FIXED CAMERAS	5MP						
	16 MP						
	24 MP						
	Accessory 1						
	Accessory 2						
	Accessory 3						

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	MODEL A REQUIREMENTS
CAMERA HOUSINGS	Camera Housing 24V AC			Y / N		
	Camera Housing PoE			Y / N		
	Pole Clamp			Y / N		
	Accessory 1					

COMPANY NAME: _____

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

LICENSE PLATE RECOGNITION	Average Dist to Target	Model Refs	No of Cameras required		Total € For Dual Lane Scenario - Price Break down on Sheet 3	SAME MANUFACTURER	MODEL A REQUIREMENTS
	10m						
	15m						
	25m						
	Accessory 1						
	Accessory 2						
	Accessory 3						
	IP 66 Steel Cabinet						

SUB TOTAL	0
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0

ANALYTICS	Item	Model Ref	€	Does Model fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
	IP Model						
	Composite Model						

SUB TOTAL	0
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0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
ENCODER	ENCODER			Y / N			
	PSU						
	Accessory						

JOYSTICK KEYBOARD	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
	Joystick Keyboard			Y / N			
	Accessory						
	Microphone			Y / N			

SUB TOTAL	0
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0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

NOMINATED MANUFACTURER OF TRANSMISSION: _____

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
TRANSMISSION	Ethernet to Coax Converter. Rack Mount 16 Port			Y / N			
	Co Ax to Ethernet Converter. Rack Mount 8 Port			Y / N			
	Ethernet to Coax Converter.Converter4 Port			Y / N			
	Module 1 Port at camera (CoAx to Eth)			Y / N			
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						
	Ethernet to UTP Converter. Rack Mount 16 Port			Y / N			
	Ethernet to UTP Converter. Rack Mount 8 Port			Y / N			
	Ethernet to UTP Converter. 4 Port			Y / N			
	Module 1 Port at camera (UTP to Eth)			Y / N			
	IP66 rated enclosure complete with Cable Glands						
	Spare PSU for Camera Module						
SUB TOTAL			0				0

COMPANY NAME:

Supply of IP HD VSS(CCTV) Cameras, Associated Hardware Software and Access Control System

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	SAME MANUFACTURER	MODEL A REQUIREMENTS
RECORDERS & PC's	Recorders 30TB			Y / N			
	Cost to expand to 60TB per Server			Y / N			
	Liscence 4 Cameras						
	Liscence 8 Cameras						
	Liscence 16 Cameras						
	Liscence 24 Cameras						
	Recorder Small Location			Y / N			
	Control Centre Viewing PC1 Quad Screen			Y / N			
	Control Centre Viewing PC2 Dual Screen			Y / N			
	Remote Viewing PC1 1 Screen			Y / N			
	Microphone for Operator PC						
	20"HD Monitor			Y / N			
	24" HD Monitor			Y / N			
	30" HD Monitor			Y / N			
	Monitor Wall Bracket						
SUB TOTAL			0				0

	Item	Model A Ref	Model A €	Does Model A fulfill requirements?	If NO list deficiencies	MODEL A REQUIREMENTS
AUDIO ANNOUNCING	Speakers with Built in Amplifier			Y / N		
	Power Supply for Speaker with Built in Power Supply			Y / N		
SUB TOTAL			0	SUB TOTAL 0		
TOTAL COST			0	TOTAL 0		

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

9th June 2017

Our Ref: 6797

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

Dear Sir/ Madam,

Further to your recent expression of interest in RFT 114336 and Contract Notice ref. 2017/S 037-067468, which was published on E-Tenders and in the OJEU on 21st February 2017 and your subsequent submission of completed Pre-Qualification Questionnaire, Iarnród Éireann now invites you to tender for the above referenced supply contract in accordance with the following documents:

- Tender Invitation Letter dated 9th June 2017.
- IE's Standard Conditions of Tendering for Contract for the Purchase of Goods
- IE's Standard Contract for the Purchase of Goods
- Schedule F 6797 IE Technical Specification for the Supply of IP CCTV
- Schedule G 6797 Pricing and Compliance Document 09.06.2017 (*to be returned with Form of Tender and Pricing Document*)
- Schedule I Code of Conduct for Suppliers and Business Partners
- Tender Acknowledgement Form
- RFI Enquiry Form
- Tender Return Label

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.

Tender Queries and Clarifications

All queries and RFIs must be submitted in writing no later than **12.00 hours on 16th June 2017.** All queries must be addressed to Ms. Sinead Leonard at e-mail sinead.leonard@irishrail.ie.

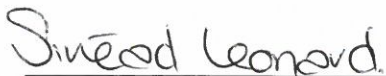
Insurances

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

Tender Returns

Your completed Tender Submission and any supporting documentation should be returned in a sealed envelope bearing the enclosed pre-addressed label no later than **12.00 hours on Friday 23rd June 2017.**

Yours sincerely,



Sinead Leonard
Procurement
Iarnród Éireann



Contract Ref. SET 6797

**Supply of Internet Protocol (IP) Video Surveillance
(VSS) Closed Circuit Television (CCTV) High Definition
(HD) Cameras, Associated Hardware & Software**

Technical Specification

**Tender Issue
June 2017**

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List of Acronyms

CCTV	Closed Circuit Television
CE	Conformite Europeenne
GUI	Graphical User Interface
HD	High Definition
HTTPS	Hyper Text Transfer Protocol Secure
ÍÉ	Iarnród Éireann (Irish Rail)
IP	Internet Protocol
IR	Infra Red
MP	Mega Pixel
NVR	Network Video Recorders
ONVIF	Open Network Video Interface Forum
PoE	Power over Ethernet
RAID	Redundant Array of Independent (or Inexpensive) Disks
ROHS	Restriction of Hazardous Substance
VSS	Video Surveillance Systems
WEEE	Waste Electrical and Electronic Equipment

Introduction

Iarnród Éireann (IE) is seeking to establish a 3 year contract (with the option to extend for up to two further years) for the supply of Internet Protocol High Definition Video Surveillance Systems Closed Circuit Television Cameras, Associated Hardware & Software.

This equipment is required to upgrade current Composite CCTV sites & integrate with current IP CCTV sites. CCTV will be upgraded as required only and subject to IE budget approval.

The cameras will be installed at stations around the country and managed locally or via a Control Centre over the Iarnród Éireann 1 Gig Network.

The contract will include the following:

- Supply of Internet Protocol (IP) High Definition (HD) Cameras
- Supply of License Plate Recognition System
- Supply of Analytics
- Supply of Associated Network Video Recorders (NVR)
- Supply of Associated Operating Computers
- Supply of Associated Software
- Supply of accessories;
 - Housing Complete
 - Camera mounting accessories
 - Transmission Encoders (Composite to Ethernet)
 - Transmission CAT5 Ethernet Extension Kits
 - Joystick Keyboards
 - Horn Speakers with built in voice Amplifier

Current System:

Iarnród Éireann currently uses the Combined Avigilon CCTV system for both Cameras and Software in the following applications:

- Station Security incorporating Alarm Analytics, Audio Announcing and recording
- Vehicle Licence Plate recording at level crossings
- Track Side Security
- Remote instillation and Station Security Monitoring
- Vehicle Bridge Impact monitoring
 - This requires remote access via a public 3G network.

Where an equivalent system is proposed, tenderers must demonstrate in their tender response, full functionality with IE's existing system.

Equivalent IP Camera solutions must demonstrate the following capabilities:

- Integration with IE's existing system without loss of any functionality of viewing software or camera functionality as set out in this technical specification.
- All cameras must be manufactured by the same company
- It is IE's preference to have the cameras and the control software manufactured by the same company to reduce the risk of incompatibility between the camera and the proposed software, potentially resulting in loss of functionality. Where tenderer proposes to supply a camera and control software from two different manufacturers, any loss of functionality or replacement of hardware to compensate for loss of functionality during the term of the contract, will be borne by the contractor
- The system must have a demonstrable bandwidth management system.

- A design development tool must be provided with the solution. The design tool will allow for the Install Height, Distance to Target Image and Target Width. The design tool will show Image Quality in pixels/m, scene width, camera and lens required. The design tool should also calculate the maximum number of cameras per NVR based on frame rate per camera and bandwidth.

Standards

All equipment and services provided under this contract must comply with the following standards:

- Electromagnetic Immunity EN 55024
- Electromagnetic Emissions EN 6100 & 55022
- EN 60950:2001 - Safety of information technology equipment.
- CE, ROHS, WEEE

Tender Submissions and Evaluation of tenders

- Tenderers are required to complete the attached Compliance Sheet /Pricing Document in strict accordance with the instructions provided. IE's technical requirements specification for each priced item is set out in this document.
- Tenderers must provide sufficient technical details for each item proposed in the tender submission in order to fully demonstrate technical compliance with IE's technical specification. The technical compliance evaluation will be based on the information provided in the Compliance Sheet /Pricing Document and any supporting information included in the tender.
- Any error in pricing or omission of hardware / software required by the proposed solution to meet the specification set out in this document will be borne by the contractor.
- Any additional accessories required by the camera in order to meet IE's requirements as set out in the technical specification but not listed in the pricing document must be provided by the contractor at no additional cost to IE.
- All equipment must be supplied already set up and configured according to IE's design requirements. Example of High level requirements are outlined in Appendix A.

Delivery:

All equipment should be delivered within 3 weeks of date of issue of Purchase Order by IE. Delivery will be to IE sites nationwide as specified in the Purchase Order, with all items configured as per Requirements in Appendix A and tested.

1. IP HD Cameras

1.1. HD Bullet Cameras

- Available in:
 - 2MP (Approx Mega Pixel)
 - Lens from 3 – 9mm (Approx (+ or – 3))
 - Lens from 9 – 22mm (Approx (+ or – 3))
 - 3MP (Approx Mega Pixel)
 - Lens from 9 – 22mm (Approx (+ or – 3))
 - 5MP (Approx Mega Pixel)
 - Lens from 9 – 22mm (Approx (+ or – 3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- 100 Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE & CE Compliant
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post and Wall mount Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.2 HD Dome Cameras

- Available in
 - 2MP (Approx Mega Pixel)
 - Lens from 3 – 9mm (Approx (+ or – 3))
 - Lens from 9 – 22mm (Approx (+ or – 3))
- H.264 Compression
- Audio IN / OUT
- IR Illumination
- Built In Analytics
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Wall Surface Mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.3 Micro HD Cameras

- Available in
 - 2 MP (Approx Mega Pixel)
- Size (+/-10mm) 50x50x50 mm
- Surface Mount
- H.264 Compression
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- IP66
- Audio In
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall and Ceiling Mount.
- *List any other accessories required on Excel Spread Sheet*

1.4 HD PTZ

- Available in
 - 2MP (Approx Mega Pixel)
- Lens from 4 – 80mm (Approx)
- Min 20 x Optical Zoom
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK08
- Privacy zones
- No less than 10 Number of pre- programmed Tours
- No less than 20 Number of Presets
- Alarm In / Out
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.5 Wide Angle / Panoramic Cameras

- Camera will have a wide angle of view
 - 2 models submitted
 - Multiple interlocking lenses on one camera over 1 cable
 - Single wide angle fish eye type camera
- 12MP
- H.264 Compression
- Audio IN / OUT
- Wide Dynamic Range
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Wall, Pole and Ceiling cross beam centre mount, Internal and External
- *List any other accessories required on Excel Spread Sheet*

1.6 Fixed Cameras

- Pole or wall Mounted in housing
 - Used for Station Platform Monitoring, Compounds & Open Spaces
 - Perimeter Intrusions / trespass with alarm analytics
 - Monitoring of Anti-Social activity
 - Used in extreme low light areas
- Available in
 - 5MP (Approx Mega Pixel)
 - 16MP (Approx Mega Pixel)
 - 24MP (Approx Mega Pixel)
- Audio IN / OUT
- H.264 Compression
- Automatic Iris Control
- Remote Zoom & Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Built In Analytics
- Operate in extreme low light areas without IR Illumination
- Privacy zones
- Secure Transmission of images to NVR, password protection, HTTPS, User access log, port based authentication
- Remote Upload of new Firmware as required
- Configuration file saved to Engineers File
- Remote configuration and setup
- Remote Zoom and Focus
- Fault Reporting to a Control PC
- Suitable for Lamp Post Internal and External
- Housings priced separately below
- Lens suitable for each models
 - Lens 8 – 48mm (Approx (+ or – 8))

1.7. Camera Housings complete with arm and pole bracket

- Suitable for cameras & lenses as above in sections 1.6 where required or equivalent
 - IP67 Saltwater resistant
 - IK10
 - Model A 24VAC
 - Model B PoE
 - Heater
 - Hinged Side Opening Locked with Security fixings
 - Space to house Encoder / Decoder internally in the housing
 - Cable managed bracket and Suncowl
 - Suitable for Pole or Wall Mount
 - Pole bracket – Inter changeable with either model
 - Cable managed Arm - Inter changeable with either model
 - List any other accessories required on Excel Spread Sheet

1.8. License Plate Recognition Camera System

- Capture License Plate in relatively all weather and light conditions
- Capture all Vehicle License Plate configurations in:
 - Ireland
 - UK
 - Europe
 - Arabic
 - Square & Rectangular Plates
- IR Illumination in White if possible
- System will capture Driver/ Vehicle also
- Data base will record License Plates and Alert operator upon detection using software in Section 7
- Automatic Iris Control
- Motorised Focus
- 100Base -t
- ONVIF S Compliant
- PoE
- ROHS, WEEE, CE
- Minimum Weather Rating of IP66, Impact Rating of IK10
- System will quote for Dual Lanes for the following Average Distance to target:
 - 10m (+ or – 2m)
 - 15m (+ or – 2m)
 - 25m (+ or – 2m)
- Suitable for Lamp Post External mounting
- Fault Reporting to a Control PC
- *For Pricing purposes a complete solution for each dual lane distance will be considered*
 - *Price to be broken down into each individual component*
 - *Price to include Hardware (excluding recorder), software and licence*
 - *IE may only employ the camera option for post incident analysis.*
 - *Assume that transmission components are all in place*
- Software will Alert operator when a plate on watch list is detected, operator will have task to complete on alarm page
- Software will allow for searches of Licence plates
- *List any other accessories required on Excel Spread Sheet*

- IP66 Steel cabinet to house any external kit (CAT5 Extension kit, PSU etc.) for LPR Camera. Priced separately from above
 - To include Glands
 - Lockable with key
 - Pole or wall mount

2. **ANALYTICS External Device**

- Analytics will be used to detect incursion to a secure area during set times e.g.
 - Detect Objects entering or leaving area
 - Loitering
 - Removed objects
 - Crossing a virtual line
 - Crowd levels
 - Differentiate between Human and Dog
 - False Alarm for Tree movement etc.
 - Object tracking
 - Composite model must demonstrate alarm upon fixed camera image change i.e. vandalism or movement of fixed camera.
- Incursion detection will register as an alarm on Operator PC.
- Will work in conjunction with supplied cameras above and software
- Audio Out
 1. *Supply 1 Model for IP Cameras*
 2. *Supply 1 Model for Composite Cameras – to include detection if camera image is out of commissioned alignment*

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. **CAMERA MICROPHONE**

- External Rated IP65 or greater discreet microphone suitable for the above cameras Audio IN
- Price to allow for secure fixing to camera include pole bracket if required

6. **TRANSMISSION**

- CoAx to Ethernet Converter (*Using CoAx Cable for IP Camera transmission*)
 - i. To Operate at distances up to 1500m @ 10Mbps & 500m @ 100Mbps
 - ii. With pass through PoE
 - iii. Connectors RJ-45 and BNC
- Available in the following models
 - i. Rack Mount 16 Port (Ethernet to CoAx)
 - ii. Rack Mount 8 Port (Ethernet to CoAx)
 - iii. Port (Ethernet to CoAx)
 - iv. Module 1 Port at camera (CoAx to Ethernet)
 - v. Camera module to operate at 12VDC or 24V AC
 - vi. Spare PSU for each Module
- Single Twisted Pair (*Ethernet CAT5 Extender*)
 - i. To Operate at distances up to 900m @10Mbps & 600m @100Mbps
 - ii. With pass through PoE
 - iii. Connectors RJ-45
- Available in the following models
 - i. Rack Mount 16 Port (Ethernet to UTP)
 - ii. Rack Mount 8 Port (Ethernet to UTP)
 - iii. Rack Mount 4 Port (Ethernet to UTP)
 - iv. Module 1 Port Pass with Pass thru POE at camera (UTP to Ethernet)
 - Camera module to operate at 12VDC or 24V AC
 - v. Spare PSU for each Module
- IP68 rated enclosure to house any kit listed in section 6 at the camera
 - Price to include suitable glands
 - Suitable to mount to Pole external, wall mounting, pole internal, or in manhole adjacent pole.

7. **SOFTWARE**

The software will be installed in all PC's and Recorders as required, and will be manufactured by the same company. The software will operate with all cameras as listed above and with the current Avigilon CCTV system in operation today with no loss of functionality. It will provide full functionality of all cameras and the requirements listed above and with all requirements listed below. It will also operate with all ONVIF S Compliant cameras and Composite cameras via Composite to IP Encoders.

The system will not require any annual licence fee or upgrade fee (Initial Licence fee allowed).

The software will be installed on machines with full functionality outlined.

The software (licence) can be transferred from a failed PC/Recorder to a new PC/Recorder without any charge.

The System will be GUI or list Based allowing an operator to Click and drag cameras.

There are currently 3 Control Rooms within IE controlling groups of stations. This will be complemented by a small number of self-controlled stations. These stations will be linked using IE's Gigabit IP Network.

The system must allow for mobile access over a 3G external provider connection. It must be compatible with iOS and Android as a minimum.

Initially the Software will be limited to operating with CCTV only, however it is envisaged that in years to come it will interface with Station Control Elements such as Ticket Validation Gates, Ticket Vending Machines, Help Points, Shutter & Gate Control, Intruder Alarm Panels and Fire Detection Panels. The software must be expandable to allow for control of these items, although for tender purposes the CCTV is only required at this time.

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

8. **RECORDERS & PC's**

Recorders & PC's will operate with equipment listed above:

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

Recorder Server

- Not less than 30 TB with ability to extend to 60 TB
- Must allow for 1 Recording device to record multiple stations via Iarnród Éireann's 1 Gig Network.
- Require Remote Viewing of all Cameras to a control centre or a regional office.
- Local Viewing for Engineering staff – VGA Accepted
- Provide Remote Play Back and remote archiving
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Minimum of 5 remote viewing clients
- Rack Mountable
- Fit into 42U 600x800 cabinet

- Minimum RAID 6
- Hot Swap Hard Drives and Power Supplies
- Preloaded with Software please see appendix 1 for details
- 4x Gigabit Ethernet Ports
- Secondary Redundant power supply pre- installed
- Fully loaded allow for Max 28 days recording at no less than 6 fps per camera
- Max Recording configurable
- Programmable images per second per channel
- Microsoft Win 7 or greater
- Set to update time with default gateway per day @0200hrs.
- DVD-RW
- USB
- Compatible with Control centre software and Local viewing Software
- RoHS Compliant, WEEE
- EN 60950 , EN 62311 , EN 55024
- Configuration settings can be backed up to USB and uploaded to a new NVR in the event of a failure
- Compatible with Anti-Virus software
- Fault Reporting to a Control PC
- Remote updates from Microsoft and CCTV Operating Software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured
- Where no licence is required please state clearly.
- Price separately for additional camera licence
 - 4 Cameras
 - 8 Cameras
 - 16 Cameras
 - 24 Cameras
- List any other accessories required on Excel Spread Sheet

Recorder Small Location

This recorder will act as both recorder and viewer for a small site of no more than 8 cameras.

- The system will operate with all 2MP cameras listed above.
- Will record 8 x 2MP cameras at no less than 25 images per second with a good image quality for no less than 28 days.
- System will incorporate a PoE switch with spare ports for recorder and connection to network
- 19" Rack mountable

Control Centre Viewing PC 1

- Viewing Software preloaded
- 4 X HDMI or DVI monitor outputs
- 64 Bit machine i5 processor or better
- Require regional viewing of all Locations

- Windows 7 or greater
- E5 processor or better
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator
- Audio Playback
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
- GUI
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Work in conjunction with Licence Plate Recognition if required
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Compatible with Anti-Virus software
- Alarm Search
- Remote export of recordings to CD or USB
- Software to export player with recordings
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured

Control Centre Viewing PC 2

- Viewing Software preloaded
- 2 X HDMI or DVI monitor outputs
- Windows 7 or greater
- 64 bit machine i5 processor or better
- Require regional viewing of all Cameras
- Provide Play Back (Video and Audio) and regional archiving
- Integrate with and Analytics and Alarm on detection
- Voice Announcements by operator 3
- Audio Playback
- Interact with Public Help Point Telephone Activation and Spot Monitor (set time)
- GUI
- Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Remote export of recordings to CD or USB

- Software to export player with recordings
- software Compatible with Anti-Virus software
- Support Video Wall
- Remote login from within the IE Network via Remote Desktop or similar

Remote Viewing / Engineer PC

- Viewing Software preloaded
- 1 X HDMI or DVI monitor outputs
- Viewing of cameras at a regional office
- Provide Play Back (Video and Audio) and regional archiving
- GUI
- 2x Gigabit Ethernet Ports
- Operator Monitors Keyboard & mouse
- Set to update time with default gateway per day @0200hrs.
- Pixel Search
- Thumbnail Search
- Config file saved to external device and uploaded to backup pc if main pc fails
- Alarm Search
- Preloaded with software
- Compatible with Anti-Virus software
- Remote login from within the IE Network via Remote Desktop or similar – Pre Configured.

Spare Microphone for Operator PC

8.7. To operate with PC's above

8.8. Goose Neck

8.9. GE approved

Monitors

- All monitors will be suitable for kit provided, can be wall or desk mount with Audio Out
- Approx 20" HD Monitor
- Approx 24" HD Monitor
- Approx 30" HD Monitor

Monitor Bracket

- Mounting monitors to a wall.
- Free movement in the Vertical and Horizontal
- Viewing angle can be locked in place using

9. **AUDIO ANNOUNCING**

- Speakers with built in Amplifier
 - Watt range from 1Watt to 5Watts
 - IP 65
 - Internal Volume Control
 - Suitable for Pole or Wall Mount
 - Suitable for connecting directly to Audio Out of Camera
- Spare Power Supply for Speakers with built in Amplifier – In line transformer

Appendix A

Minimum Kit Configuration Requirements

- Cameras, Recorders, PC'S, Encoders will have their own IP Address as directed by IÉ
- Cameras will have a new password as directed by IÉ
- PC Operator Profile will be set up under Operator or Administrator as follows:

Operator:

- Username password as directed by IÉ
- All USB turned off
- CD Burner operational
- No install privileges
- Remove Games
- Default to Avigilon Programme on Start Up

Administrator:

- Username password as directed by IÉ
- No Restrictions

- CCTV Software Profile will be set up under Operator or Administrator as follows:

Operator:

- Username password as directed by IÉ
- Staff can view cameras, control PTZ, view recorded images only.

Administrator:

- Username password as directed by IÉ
- No Restrictions



STANDARD CONTRACT FOR THE PURCHASE OF GOODS

**RE: SUPPLY OF INTERNET PROTOCOL (IP) VIDEO SURVEILLANCE
(VSS) CLOSED CIRCUIT TELEVISION (CCTV) HIGH DEFINITION (HD)
CAMERAS AND ASSOCIATED HARDWARE AND SOFTWARE**

CONTRACT REFERENCE NO: 6797

BETWEEN:

IARNRÓD ÉIREANN-IRISH RAIL ("Purchaser")

and

[]

[insert correct legal name of successful Tenderer] OR

[all names of winning consortium members where applicable]

("SUPPLIER")

and

CÓRAS IOMPAIR ÉIREANN ("CIE")

CIE Solicitor's Office
Bridgewater House
Islandbridge
DUBLIN 8
IRELAND
140608/26/24112016/

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

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

The Contract shall come into force on the date stated on page 4 of this Contract and will expire on the earlier of the date of completion of the supply of the Goods from the Supplier as certified in writing by IE, or 9TH day of July 2020 (the "Term"), unless either extended in accordance with Schedule B or terminated earlier in accordance with A19 of Schedule A.

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

SIGNED BY [.....insert name in block capitals.....] Duly Authorised for and on behalf of IE in the presence of: Authorised Signatory	SIGNED BY [.....insert name in block capitals.....] Duly Authorised for and on behalf of CIE in the presence of: Authorised Signatory
--	---

Title: [.....insert.....]	Title: [.....insert.....]
Witness:.....	Witness:.....
Address:.....	Address:.....
Occupation:.....	Occupation:.....

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

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

.....

Authorised Signatory

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

Witness:

Address:.....

Occupation:.....

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

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

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

{ affix seal }

.....
Director

.....
Director/Secretary

Witness:.....

Address:.....

Occupation:.....

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

SCHEDULES TO THE CONTRACT FOR PURCHASE OF GOODS

SCHEDULE A: CONDITIONS OF CONTRACT

A1 Execution by the Parties

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

A2 Interpretation

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

A3 Definitions

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

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

Brexit means the United Kingdom’s vote on 23 June 2016 in a national referendum to withdraw from the European Union, the making of a notification by the UK Prime Minister, UK Government or UK Parliament pursuant to Article 50 of the Lisbon Treaty and/or any exit

of the United Kingdom from the European Union, including the timing and term of any such exit;

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

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

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

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

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

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

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

Data Protection Legislation means the Data Protection Acts 1988 and 2003 (as amended from time to time) and any regulations made under the Data Protection legislation from time to time of Ireland, and including the General Data Protection Directive 2016/680 and the General Data Protection Regulation (EU) 2016/679, and any associated regulations or instruments relating to the GDP Directive or GDPR Regulation, and all applicable EU requirements relating to the processing of data, security of data and restrictions on transfers of data abroad, and including such guidelines and codes of practice as may be issued by the Data Protection Commissioner of Ireland from time to time;

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

Delivery means physical delivery of the Goods by the Supplier to IE and shall include unloading, stacking or installation of the Goods by the Supplier's personnel, subcontractors,

agents or carriers to the Delivery Points and/or at IE's premises or other place as IE may direct;

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

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

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

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

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

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

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

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

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

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

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

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

Ireland means the Republic of Ireland;

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

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

Month means calendar month;

Notice means a formal notice which must be in writing served by any Party on any other Party or Parties and delivered either personally or by hand/courier, or sent by pre-paid registered post which must be served in accordance with the provisions of Clause A23(1) of Schedule A of this Contract whereas a “notice” when used in this Contract means an informal notice which must be in writing served by any Party on any other Party or Parties which may be served by email or fax or using any of the methods referred to in Clause A23(1) of Schedule A;

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

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

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

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

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

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

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

Schedule means a Schedule of this Contract attached to this Contract unless expressly stated otherwise and the contents of each Schedule, which may be put on disc by IE or provided in

hard copy, shall be deemed to form an integral part of and be fully incorporated into the Contract and including any annexes, exhibits or attachments to them;

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

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

Supplier means the person/entity that is named as such in this Contract;

Supplier's Tender means the tender submitted by the Supplier to IE in response to IE's tender process for the award of this Contract;

Tax Clearance Certificate means a tax clearance certificate issued by the Revenue Commissioners of Ireland;

Term has the meaning given to it by paragraph 5 (page 5) of this Contract as may be extended by IE in accordance with Schedule B;

Utilities Directive means Directive 2014/25/EU of the European Parliament and of the Council dated 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC;

Utilities Regulations 2016 means the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, implementing Directive 2014/25/EU (Statutory Instrument No. 286 of 2016);

VAT means value added tax payable in Ireland under applicable Law;

Working Day means a day that is a weekday, weeknight, Saturday or Sunday, a bank holiday and/or a public holiday in Ireland but specifically excludes Christmas Day and St. Stephen's Day.

A4 Entire Agreement and Order of Priority

- (1) Entire Agreement: This Contract (which includes the documents referred to herein) is the entire agreement between the Parties for the supply of the Goods to IE from the Supplier, and supersedes and extinguishes any prior negotiations, understandings, arrangements, representations or agreements, written or oral, made between the Parties in relation to its subject matter. The Supplier acknowledges that it is bound by the terms and conditions of this Contract.
- (2) Order of Priority: In the case of any conflict between the documents constituting the Contract, they shall take the following order of precedence, such that those appearing higher on the list take precedence over those appearing lower down:
 - (i) the agreement between the Parties set out on pages 4-6 of this Contract;
 - (ii) any Contract extensions pursuant to Schedule B;
 - (iii) the Conditions of Contract (Schedule A);
 - (iv) the Special Conditions (Schedule C);
 - (v) Any Advance Payment Bond required (in the form set out in Schedule E);

- (vi) Contract-Specific Insurance Requirements (Schedule D);
- (vii) the Specification (Schedule F) and any documents listed in Schedule F;
- (viii) the Pricing Document (Charges) (Schedule G);
- (ix) IE Standards (Schedule I);
- (x) IE's Code of Conduct (Schedule H);
- (xi) A Purchase Order and any amended Purchase Order;
- (xii) any Post-Tender Clarifications; and
- (xiii) the Supplier's Tender.

A5 Supplier's Terms and Conditions

This Contract excludes all terms and conditions of the Supplier, whether pre-printed, produced, signed or stamped by any Party, whether written or oral, whether printed on any quotation, tender, specification, delivery note, invoice or similar document or referred to on such documents, or referred to or posted on any website or correspondence, and whether furnished or not to IE and all such terms and conditions are expressly disallowed and do not form part of the terms and conditions set out in this Contract, for the supply of the Goods to IE by the Supplier.

A6 Supply of Goods and Supplier's Obligations

- (1) The Supplier shall supply the Goods to IE for the Charges in accordance with (a) the terms and conditions of this Contract (which includes the Schedules), (b) Good Industry Practice (c) applicable Law, including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/services are provided, that have been established by EU Law, national law, collective agreements and by international, environmental, social and labour law listed in Annex XIV of the Utilities Directive, and (d) in compliance with IE Standards, at the times and on the dates and to the Delivery Points as set out in the Contract or as otherwise notified in writing by IE to the Supplier. The sale of the Goods to IE shall be deemed to include the provision to IE of all related manuals, technical instructions, log books, warranties, guarantees and other documentation provided by the Supplier or any other person on its behalf.
- (2) The Goods shall be deemed not to comply with the Specification if they are not capable of performing to the standard of performance required under the Specification. No payment shall be made by IE for Goods which are rejected by IE.
- (3) The Supplier shall have and maintain in force for the Term all consents, permissions, authorisations and licences as may be necessary to enable it to supply the Goods to IE.
- (4) No Goods shall be supplied unless a Purchase Order (or amended Purchase Order where applicable) is issued in respect thereof by IE to the Supplier. Unless otherwise stated in the Specification, there is no minimum amount of Goods that must be ordered by IE from the Supplier and IE makes no warranty, guarantee or representation in respect thereof. The

Supplier shall commence supplying the Goods on the date specified in the Purchase Order or such other date as IE shall notify in writing to the Supplier and continue to do so until all of the Goods have been delivered to IE or up to the expiry of the Term. The Supplier shall supply the Goods on Working Days unless the Specification states otherwise.

- (5) The Supplier shall comply with all of IE's reasonable requirements notified to it by IE during the Term. The Supplier shall provide IE with a safety statement (satisfactory to IE, in its absolute discretion) where specified under IE Standards, but if the designated IE Standards do not require a statement, Supplier must nevertheless provide IE with a safety statement (satisfactory to IE, in its absolute discretion), if IE requests one, prior to delivery of the Goods to IE.
- (6) IE recognises that the Supplier may from time to time, in the delivery of the Goods to IE, need the cooperation of IE in order to facilitate Delivery. IE shall use its reasonable endeavours to so facilitate the Supplier subject to the Supplier agreeing with all of IE's requirements concerning access to its premises or Delivery Points, including without limitation, safety and security arrangements, insurances, and permit to access permissions under applicable IE Standards.
- (7) Any equipment or materials used by the Supplier in the Delivery of the Goods to IE (for example, transport vehicles, loading or unloading equipment) shall be at the risk of the Supplier and neither IE nor CIE shall have any liability for loss or damage relating thereto. The Supplier shall remove its equipment and materials used by it in the delivery of the Goods, from any premises of IE/CIE and/or Delivery Points, promptly after Delivery, and shall leave such premises in a clean and tidy, safe and serviceable condition. The Supplier is liable to IE and/or CIE for making good any damage caused to any property or item at any premises of IE and/or CIE, fair wear and tear excluded, caused by the Supplier or any person acting on its behalf.
- (8) The Supplier's Contract Manager and IE's Contract Manager and such other authorised representatives of each Party shall meet or communicate on a regular basis during the Term, or at the times (if any) set out in the Specification, to review progress and address any issues arising. The Supplier shall, if requested by IE, shall meet formally for a review of Supplier's performance on such times and dates as may be specified by IE and shall comply with all reasonable directions from IE given at such review meetings or via any other communications from IE to the Supplier.
- (9) The Supplier is the prime contractor for the supply of the Goods to IE and is liable to IE for all of its obligations under this Contract and under Law however arising. In particular, the Supplier is liable to IE and CIE for all of the acts and omissions, negligence and errors, defaults, breach of duty and breach of statutory duty of each of its subcontractors, personnel, servants and agents as if they were the act, omissions, negligence, errors, defaults, breach of duty or breach of statutory duty of the Supplier. The Supplier shall ensure that all persons acting on its behalf under the Contract shall comply with all provisions of this Contract where relevant.
- (10) The Supplier shall, if requested by IE, supply a legal opinion from a practising lawyer acceptable to IE (in its sole discretion), in favour of IE, in respect of the due execution and enforceability of this Contract against the Supplier, such legal opinion to be in a form and content satisfactory to IE (in its sole discretion).

A7 Supplier's Warranties and Undertakings and Remedy of Defects

- (1) The Supplier warrants and represents to each of IE and CIE that:

- (a) it has all necessary right, power and authority to enter into and carry out its obligations under this Contract; its obligations under this Contract constitute legal, valid and binding obligations enforceable against it in accordance with their terms;
- (b) all consents, permits, authorisations and licences that are required for it to carry on its business and to supply the Goods to IE, including without limitation valid licences for all Intellectual Property rights, have been obtained and are valid and in full force and effect and have not been revoked, rescinded, suspended or terminated and copies will be made available to IE on request;
- (c) it will comply with all applicable Law and legal requirements (including relating to the manufacture and distribution process as they apply to the Supplier) and the terms and conditions of this Contract in supplying the Goods to IE and performing its obligations hereunder;
- (d) it will comply with IE Standards (including the Drug and Alcohol Policy) and IE's Code of Conduct;
- (e) it will comply with the applicable SMS-009 (applicable IE Standard for Approved Suppliers of Safety Critical Equipment) where this Standard is made applicable under Schedule I;
- (f) it will maintain its status as an "Approved Supplier of Safety Critical Equipment" within the meaning of the applicable IE Standard SMS-009, where this Standard is made applicable under Schedule I, and will do so for the duration of the Term and any contract extension that may be granted by IE under Schedule B;
- (g) it has sufficient title and ownership of the Goods to transfer an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions or impediments of any kind, in respect of the Goods, to IE;
- (h) none of the Goods supplied to IE under this Contract, or any spare parts or materials, documentation or data supplied to IE by the Supplier or on its behalf will infringe any third party's Intellectual Property rights;
- (i) it understands the nature of its obligations under this Contract and is capable of assuming any risks contained in it and applicable to it;
- (j) all information and documentation it has supplied to IE or CIE in connection with this Contract, or the tender process for the award of this Contract, was true, complete and accurate in all material respects at the date it was provided;
- (k) there is no claim against it, or litigation or arbitration or other form of legal proceedings involving the Supplier or judgement or award made against the Supplier which would adversely affect its ability to perform its obligations under this Contract;
- (l) neither it nor any person acting on its behalf has committed any offence under the Prevention of Corruption Acts 1889-2010, or the Ethics in Public Office Acts 1995-2001;
- (m) the status of the Supplier, as declared in the "Declaration of Eligibility" submitted by the Supplier at PQQ/ITT stage of the award of this Contract, which confirms that none of the exclusion grounds listed in Article 57 of the Public Sector Directive as

referred to in Regulation 89 of the Utilities Regulations 2016, are applicable and they remain unchanged.

- (2) The Supplier covenants and undertakes with each of IE and CIE that:
- (a) it will notify IE in writing by Notice of any material change to its status regarding any of the warranties and representations, covenants and undertakings set out in this Clause A7, and will comply with all reasonable directions of IE, which may include termination of this Contract;
 - (b) it will maintain in full force all necessary consents, permits, authorisations and licences required by it to perform its obligations under the Contract;
 - (c) it will act in a thoroughly competent and efficient manner, with all due speed and diligence, in the best interests of IE and CIE in supplying the Goods to IE and will exercise independent professional skill and judgment when doing so;
 - (d) it will supply the Goods in accordance with the terms and conditions of this Contract;
 - (e) it will take precautions for safe custody of any property of IE and/or of CIE in the possession or under the control of the Supplier or any person acting on its behalf, and ensure that it is adequately insured against any loss or damage during that time;
 - (f) it has clear and unencumbered title to the Goods and unrestricted power to sell, transfer and deliver to IE, an unencumbered title and full legal and beneficial ownership, free of all liens, restrictions, retention of title or any similar claim, or impediments of any kind, in respect of the Goods, from the Supplier, manufacturer or any other person, and any documentation containing any such retention of title or similar liens, restrictions or impediments on the title to the Goods from the Supplier or any other person shall be void and of no further effect;
 - (g) the Goods supplied to IE by it will (i) correspond to the description provided, (ii) be of sound materials and workmanship and be of merchantable quality, (iii) be equal in all respects to any samples or specifications (iv) be fit for any particular purpose made known to the Supplier by IE either expressly or by implication;
 - (h) the Goods shall be free from Defects in design and workmanship for the Remedy of Defects Period that is set out in Clause C2 (Schedule C) and the Supplier shall remedy all Defects at its cost (whether notified to it or not) during the Remedy of Defects Period. The Supplier also undertakes to remedy any Defect notified to it by IE prior to the expiry of the relevant Remedy of Defect Period notwithstanding that the actual Remedy of Defects Period may expire before the Defect in the Goods is remedied;
 - (i) IE obtains the benefit of all warranties, indemnities or guarantees which the Supplier or any person acting on its behalf has received from any of its suppliers or manufacturers relating to the Goods or any parts/components, including in respect of any Goods that are repaired or remedied by the Supplier, and which shall be capable of being assigned to any third party nominated by IE;

- (j) It will comply with all applicable environmental, social and labour law that applies at the place where the Goods are delivered, that have been established by EU Law, national law, collective agreements, and by international, environmental, social and labour law listed in Annex XIV to the Utilities Directive;
 - (k) it will give such general advice and assistance to IE in respect of the Goods as required by IE or as would be reasonably expected in accordance with Good Industry Practice.
- (3) None of the provisions in the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Contract.
 - (4) The Supplier acknowledges that each of IE and CIE are relying on the warranties and representations, covenants and undertakings set out in this Clause A7 which are continuing throughout the Term.

A8 Delivery and Acceptance / Title and Risk

- (1) The Supplier shall deliver the Goods to IE within the timescales set down by IE in any one of the Purchase Order, Specification, Pricing Document, or otherwise notified by IE by notice to the Supplier, to the specified Delivery Points. Time shall be of the essence in Delivery, only if specified to be so by IE under Clause C1 (Schedule C). A docket or delivery note prepared by the Supplier (and appropriate labelling documentation referred to in Clause A10) stating the quantities of the Goods delivered and the Purchase Order number, must accompany each Delivery.
- (2) IE shall not be obliged to pay for any Goods delivered in excess of the quantity ordered and any risk in any excess of quantity delivered to IE shall remain with the Supplier. Likewise, IE shall not be obliged to accept or pay for any Goods delivered earlier than the relevant Delivery Date(s) unless early Delivery is requested by IE, and in all other cases, payment will be made based on the scheduled Delivery Dates.
- (3) If the Goods have not been delivered to IE within the timescales required, IE may (in its sole discretion) purchase substitute Goods elsewhere and shall notify Supplier by Notice of its intention to do so by giving not less than ten (10) Working Days' notice in writing to the Supplier and the Notice shall indicate that the Supplier shall be liable for the costs of such purchase if it proceeds. If the Supplier has not delivered the Goods to IE before the end of such notice period, the Supplier shall be liable for all additional costs and expenses of IE if IE decides to purchase substitute Goods from a third party.
- (4) Any extension of time for Delivery of the Goods shall be at the sole discretion of IE and shall not constitute any waiver by IE of its rights under the Contract. Liquidated Damages for late Delivery of Goods will apply where made applicable in Clause C4 of Schedule C.
- (5) IE shall not have given any waiver of any of its rights, nor will IE have waived its right of rejection, by any acceptance of Delivery, unless such waiver(s) are given in writing.
- (6) IE shall cooperate with the Supplier where necessary in making its premises, car parks, loading bays or other places reasonably accessible to the Supplier on the Delivery Date(s) for the sole purpose of Delivery of the Goods to IE, provided that the Supplier shall comply with all reasonable requests of IE and any IE Standards applicable in relation to any such access.

- (7) Title in the Goods shall pass to IE on Delivery of the Goods to IE, without prejudice to any right of rejection IE has under Law or this Contract. Until Delivery, the Goods are at the risk of the Supplier and all risk in the Goods passes to IE upon Delivery.
- (8) All Goods shall be deemed delivered to IE free of encumbrances, lien or retention of title or similar provision and any condition from the Supplier or manufacturer (where the Supplier is not also the manufacturer) claiming a retention of title over Goods delivered to IE is hereby excluded and rejected and does not form part of the terms and conditions of this Contract. The Supplier acknowledges that full legal and beneficial title in the Goods vests in and remains in IE on Delivery and that it has no right, title, interest, reservation of title, lien, or other right of ownership whatsoever over the Goods once they have been delivered to IE.

A9 Right of Inspection / Right of Rejection / Records

- (1) Right of Inspection: IE's authorised representatives may inspect or test the Goods or any components or samples of them) free of charge, at any stage in the supply chain, including in the manufacture, processing or supply chain, and/or for verification purposes of the production and control process (including factory inspections) or under any requirements of applicable IE Standards, and may also inspect and review the performance of the Supplier or any person acting on the Supplier's behalf in relation thereto. The Supplier shall (and shall procure that its subcontractors and agents shall) allow IE's authorised representatives access at all reasonable times to the places where the Goods or any components or samples of them are being made or kept, including the Supplier's premises or those of any supplier manufacturers, subcontractors or agents of the Supplier, and shall procure the provision of suitable facilities for IE for this purpose.
- (2) Right of Rejection: IE may, by Notice in writing to the Supplier, reject any of the Goods which do not comply with the Specification or do not conform to samples, whether delivered to IE or not and whether in the course of manufacturing, supply, transit or otherwise. Where IE rejects any Goods, it may require the Supplier to (a) replace the rejected Goods free of charge to IE, with Goods that comply in all respects with the Contract, or (b) IE may purchase substitute Goods elsewhere at the Supplier's cost where the Supplier fails or refuses to replace the rejected Goods within the timescales required by IE or (c) furnish a full refund to IE where applicable, in respect of the rejected Goods. If IE does not reject any Goods delivered to it within thirty (30) calendar days of the Delivery Date(s) in respect thereof, it will be deemed to have accepted them without prejudice to the Supplier's obligations to remedy Defects in the Remedy of Defects Period. Any receipt note issued by IE on any Delivery or any acceptance of Goods by IE shall not constitute any waiver of any of its rights under this Contract or at Law, or any acknowledgement of condition, quantity or quality of Goods.
- (3) All Goods rejected by IE shall be removed by the Supplier at its cost, from CIE/IE's premises forthwith on notification from IE that they have been rejected and as soon as reasonably practicable and failure to do so shall be a material breach of the Supplier of this Contract, and IE shall be entitled to dispose of such rejected Goods in any manner IE may decide, at the Supplier's cost, in its absolute discretion. Rejected Goods shall be at the risk of the Supplier during this time until disposal.
- (4) Records: The Supplier shall keep adequate records of its performance of its obligations under this Contract and make them available to IE for inspection at any time and shall retain such records and reports, and documentation for a period of six (6) years from the date of the last Delivery of the Goods to IE under this Contract.

A10 Documentation / Packaging and Labelling

- (1) The Supplier shall at its cost, obtain any export or import licence or other authorisation necessary for the export/import of the Goods and/or transit through any country, and shall provide a certificate of origin and any other documentation which IE may require in order to take delivery of the Goods. The Supplier is liable for all costs and expenses relating to the carriage of Goods to the Delivery Point(s) including any customs duty or tax levied in Ireland on the import of any Goods into Ireland for delivery to IE from another country, unless otherwise agreed in writing.
- (2) The Supplier shall bear the cost of suitable packaging and labelling of the Goods having regard to their nature and all applicable requirements under Law and the Specification and any instructions contained in the Purchase Order. All packaging materials in which the Goods are delivered to IE will be considered non-returnable and the property of IE and will be destroyed or disposed of by IE unless otherwise agreed with the Supplier in respect of any particular Delivery.
- (3) The Goods shall be carefully packed and protected for safe and secure transit to the Delivery Points by the Supplier. The Goods shall be marked by the Supplier with the Purchase Order number and the net, gross and tare weights and containers clearly marked with the identity of their contents.
- (4) The Supplier shall inform IE by notice in writing, in advance of any Delivery, where any particular storage conditions are required for the Goods post-delivery and such informal notice shall issue in sufficient time to allow IE to prepare any special storage arrangements. IE shall not be liable to the Supplier if the Supplier breaches this provision, and the Supplier indemnifies IE for all costs, claims, loss or damages suffered or incurred by IE arising from not informing IE in time or correctly about specific storage arrangements for the Goods.
- (5) If the Goods or any part of them consist of any dangerous or hazardous substance as determined by Law, then the Supplier shall include the appropriate “material safety data sheets” in the smallest packing unit in which the Goods are delivered and such other documentation as is required by Law or the Specification. The Supplier indemnifies IE for any loss or damage, costs, claims or expenses suffered or incurred by IE arising from any breach by the Supplier of its obligations relating to handling, storage, manufacture (where applicable), documentation, information and supply and delivery of dangerous or hazardous substances to IE.

A11 Spare Parts / After Sales Service / Training

- (1) The Supplier shall supply such spare parts to IE in relation to the Goods as IE may reasonably request or as set out in the Specification, at reasonable cost and not exceeding that charged under like circumstances to other customers of the Supplier. The Supplier expressly permits IE to negotiate with and purchase spare parts for the Goods directly from suppliers to the Supplier, or in the market, free of any restrictions or impediments which may exist between the Supplier and its suppliers. The Supplier shall supply to IE free of charge all technical drawings, manuals, instructions, service and maintenance documentation, warranty documents, and specifications together with all updates to such documents which relate to the Goods and any spare parts.
- (2) The Supplier shall provide, included in the Charges, the cost of such after-sales service and such training to IE staff nominated by IE, in relation to the storage, handling, use, or maintenance of the Goods by IE for its own use or use by its nominees, as may be required by IE and/or set out in the Specification.

A12 Intellectual Property, Insurance and Indemnities

- (1) It is a fundamental condition of this Agreement and that none of the Goods supplied to IE shall infringe any Intellectual Property right of any third party. All patented Goods shall be marked in accordance with all applicable Law. Breach by the Supplier or any person acting on its behalf, of any of the provisions of this Clause A12 shall be deemed to be a material breach of contract.
- (2) The Supplier grants to IE a perpetual, royalty-free, irrevocable, unconditional, transferable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property rights in the Goods or in any materials including documentation accompanying the Goods, to the extent that it is necessary to supply the Goods to IE and for IE or any nominee of IE to use the Goods in the manner required by IE. The Supplier hereby waives and shall procure a waiver of any moral rights in any copyright that is part of any Intellectual Property in the Goods or documentation accompanying them.
- (3) The Supplier shall indemnify each of IE and CIE and each of their respective directors, officers, managers, employees, servants and agents against all proceedings, claims, costs, expenses (including legal expenses), losses and damages of any nature suffered or incurred by IE and/or by CIE as a result of any infringement or alleged infringement of any third party's Intellectual Property rights arising out of the supply of the Goods by the Supplier or any party acting on its behalf to IE, or the use of them by IE or any party nominated by IE.
- (4) In the event of any claim being made or threatened or pending against IE or CIE or both, in relation to claims or disputes in respect of Intellectual Property, the Supplier shall be immediately notified by Notice in writing by IE and shall, if requested and at its expense, assist IE and/or CIE in any such litigation or proceedings or disputes, or negotiations for settlement of same in such manner as IE and/or CIE may reasonably request, including conducting all negotiations for settlement of these disputes and/or claims, and provided that before doing so, the Supplier shall have given to IE and CIE such security for costs or otherwise as they may reasonably require to cover any compensation, costs or damages which may become payable by either or both of IE and CIE. The Supplier shall replace any Goods the subject of any Intellectual Property claims or disputes, forthwith on request at no cost to IE or CIE, with replacement Goods that are not the subject of any such claims or disputes and any replacement Goods shall be deemed to be covered under the warranties of the Supplier under Clause A7.
- (5) The provisions of this Clause A12 shall survive termination of the Contract.
- (6) Insurances: The Supplier shall take out and maintain the insurances required by the Specification, if any, and/or the Insurances set out in Schedule D with reputable insurers acceptable to IE (in its absolute discretion) and shall procure that each of its subcontractors shall do so and shall provide evidence satisfactory to IE at any time during the Term or on expiry or termination of the Contract, of taking out and maintaining such Insurances during the Term.
- (7) The Supplier is liable for the full amount of any deductibles or excess amounts in respect of the Insurances, in the event of any claim.
- (8) Indemnities: The Supplier shall indemnify and keep indemnified IE and CIE and each of their directors, officers, managers, employees, servants and agents from and against all actions,

liability, proceedings, expenses, costs, claims, damages and losses and demands whatsoever suffered or incurred by IE or CIE (a) arising out of the breach of contract, negligence, error, default, act or omission, recklessness, bad faith, wilful default, fraud, breach of duty or breach of statutory duty of the Supplier or its employees, servants, agents or sub-contractors in performing its obligations under this Contract; and (b) in respect of any disease, sickness or injury to, or the death of any person whatsoever, or in respect of any loss of or damage to any property or any part thereof of IE or of CIE or both, or of any third party, caused by any act, negligence, error, default, omission, wilful default, fraud, breach of contract, breach of duty or breach of statutory duty of the Supplier or its employees, servants or agents or sub-contractors in performing its obligations under the Contract or while present on the premises or any property of IE or of CIE.

- (9) No Party to this Contract shall in any circumstances be liable to any other Party for any indirect or consequential loss including but not limited to loss of profits, loss of contracts, loss of goodwill, loss of business opportunity, incurred by any Party arising out of or in connection with this Contract.
- (10) The liability of the Supplier to IE under this Contract shall be limited in the manner set out in Clause C5(B) of Schedule C only where C5(B) is selected by IE in Schedule C.

A13 Price, VAT and Payment Procedures

- (1) In consideration of the supply of the Goods to IE by the Supplier and subject thereto, IE agrees, subject to the provisions of this Clause A13, to pay the Charges to the Supplier in accordance with the Pricing Document. The Charges are exclusive of VAT and inclusive of all disbursements and expenses of the Supplier (including labour, parts and materials) in performing its obligations hereunder.
- (2) The Charges are fixed for the Term and are not subject to price adjustment, indexation, fluctuation or escalation of any kind during the Term.
- (3) CIE has no liability or responsibility to make payment of any Charges or of any amounts to the Supplier or any person acting on its behalf, under this Contract. IE has no liability or responsibility to make any payment of any kind to any subcontractors, personnel, servants or agents of the Supplier, which payments are the sole responsibility of the Supplier.
- (4) Payment of the Charges is subject to:
 - (a) compliance by the Supplier with the terms and provisions of this Contract and no payment will be made for Goods not Delivered or Goods rejected by IE;
 - (b) receipt by IE of a duly completed invoice from the Supplier complying with (8) of this Clause A13 together with any supporting documentation that IE may require;
 - (c) any deductions that may be required by Law;
 - (d) the Supplier being in receipt of an up to date Tax Clearance Certificate and making same available to IE;
 - (e) the application of Liquidated Damages, if any, as are made applicable by Clause C4 of Schedule C.

- (5) It is a condition precedent to this Contract and to any payments made under it that the Supplier furnish a current Tax Clearance Certificate to IE and keep it current and up to date for the Term and make it available for inspection by IE at any time during the Term. The Supplier shall procure that each of its subcontractors shall also have at all relevant times during the Term a current and up to date Tax Clearance Certificate.
- (6) The Supplier confirms that it is registered for VAT and shall be responsible for charging VAT at the appropriate rates including applications of exemptions where applicable.
- (7) Whenever any sum of money is recoverable from or payable by the Supplier to IE under this Contract (including any Liquidated Damages) and including any sum which the Supplier has to pay to IE for breach by it of this Contract, IE may unilaterally deduct such sum(s) from any amounts then due by it to the Supplier or which may at any future date be due, whether under this Contract or under any other agreement with IE.
- (8) The Supplier shall invoice IE monthly in arrears in respect of the supply of Goods to IE, or at such other times and dates as shall be specified by IE in the Purchase Order, or Specification or otherwise. All invoices must be in a form and content satisfactory to IE and comply with IE's requirements as notified to the Supplier (e.g. they must be dated, not be handwritten, must quote the official Purchase Order number, contain details of the Goods supplied, set out the VAT details) and the original invoice (i.e. not an electronic or soft copy version) shall be sent to: **Accounts Payable, Iarnród Éireann, Inchicore Works, Inchicore, Dublin 8, Ireland**, quoting the relevant Purchase Order Number and be accompanied by such verification documentation as IE may request. IE shall pay all undisputed invoices or any undisputed amount thereof at the end of the Month following the Month in which the invoice is received by IE.
- (9) Any payment to the Supplier by IE under this Contract shall be made in euro in the amounts set out by IE in the Pricing Document, **OR**, if another currency is specified in the Pricing Document, in the currency and at the exchange rate, and only at the exchange rate set out by IE in the Pricing Document (and not any other currency or exchange rate), by way of electronic funds transfer to the bank account of the Supplier full details of which must have been notified by the Supplier in advance in writing to IE by Notice. The Supplier acknowledges that the onus is on it to ensure that IE has at all times received the correct details of its bank account and that any changes are notified to IE in writing by Notice, and IE accepts no liability or responsibility whatsoever in relation to any payment to an incorrect account or payee, where the Supplier has failed to comply with this (9) of Clause A13.
- (10) Subject to rights of withholding and set off of IE and other deductions that may be made against any amounts due to the Supplier, if IE fails to make any payment when due, to the Supplier, IE shall pay interest in respect thereof to the Supplier in accordance with the provisions of the Prompt Payments Act 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012) and all subsequent amending regulations to the 2012 Regulations, made from time to time, including those made in 2013, 2014 and 2016.

A14 Advance Payment Bond

- (1) IE reserves the right, in its absolute discretion, without prejudice to any of its rights and remedies under this Contract or at Law, to make an advance payment to the Supplier of any amount of the Charges, PROVIDED that and subject to the condition precedent that any advance payment of Charges shall not be made by IE under this Contract unless IE is in possession from the Supplier of an Advance Payment Bond in the form set out in Schedule E,

executed under the seal of the Bond surety, for a Bond Amount (as defined in the Advance Payment Bond) and from a Bond surety in each case acceptable to IE in its absolute discretion.

- (2) IE reserves the right, in its absolute discretion, to seek a legal opinion from a practising lawyer acting for a Bond surety who is acceptable to IE (in its absolute discretion), in respect of the due execution and enforceability of any Advance Payment Bond required by IE, as a further condition precedent to making any advance payment of Charges under this Contract, such legal opinion must be in a form and content acceptable to IE (in its absolute discretion).

A15 Employment Law

- (1) The Supplier shall fully observe and comply with all applicable Law relating to employment and employment equality (both statute and common law and all applicable legislation or regulations), in relation to the performance of its obligations under this Contract. The Supplier shall maintain records evidencing its compliance with all such employment law and shall make same available to IE for inspection by IE on request. The Supplier acknowledges that it is responsible for all statutory requirements of an employer including employment conditions, remuneration, taxes, immigration and work permits of all relevant personnel and is responsible for its staff, employees, personnel, servants and agents and subcontractors.
- (2) The Supplier covenants and undertakes with each of IE and CIE that it shall not, for the duration of the Term plus a period of six (6) Months thereafter, solicit, entice or endeavour to do so, away from the employment of IE or of CIE, any person employed by IE or CIE in any capacity whatsoever, regardless of whether or not such an employee would commit of their employment contract in so leaving the service of IE/CIE.

A16 Data Protection and Freedom of Information

- (1) The Supplier covenants and undertakes to each of IE and CIE that it shall comply with all of the provisions of the Data Protection Legislation that is applicable to it in the carrying on of its business and supply of the Goods to IE, particularly in relation to all personal data (as defined in the Data Protection Legislation) and records held in respect of its employees, servants or agents or subcontractors or any personal data held in respect of any employee, servant or agent of IE or CIE.
- (2) The Supplier will indemnify and keep indemnified each of IE and CIE and each of their directors, employees, servants and agents indemnified against all liability, claims, damages, costs (including legal costs) and expenses incurred by any of them in respect of any breach of this Clause A16 by the Supplier or any person acting on its behalf.
- (3) The Supplier shall co-operate with IE and provide such information as IE may reasonably require in relation to any information required to be given by IE relating to this Contract to any party at any time under applicable Law, including for the avoidance of doubt, the Freedom of Information Act 2014 (the “2014 Act”), subject to the caveats and protections as may be afforded to IE in relation to the furnishing of such information under applicable Law. IE is a partially exempt body under the 2014 Act (Part 1, Schedule 1, paragraph (p) of the 2014 Act) and will comply with any obligations imposed on it under the 2014 Act in respect of its non-exempt activities. CIE is listed as one of the exempt bodies under Part 2, Schedule 1 of the 2014 Act and the 2014 Act does not apply to CIE. The Supplier shall identify to IE any information that it considers should not be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. IE will consult with the Supplier about this commercially sensitive information before making any decision on any request under

applicable FOI legislation, provided that nothing in this Contract shall prevent IE or CIE from disclosing any information or materials required under applicable Law.

A17 Conflicts, Corrupt Gifts, Payments of Commission

- (1) Conflicts of Interest: The Supplier shall not act in a conflict of interest with IE and/or CIE in the performance of its obligations under this Contract. The Supplier undertakes to disclose in writing to IE within forty-eight (48) hours of it coming to its attention, any conflict or potential conflict of interest with IE and/or CIE which it, or any person acting on its behalf, may have. IE shall, in its absolute discretion, decide on the appropriate course of action, which may include termination of this Contract, and the Supplier shall comply with such directions.
- (2) Corrupt Gifts/Commissions: The Supplier shall not give, offer or agree to give or offer any employee, servant or agent of IE or of CIE any gift or money or of any other kind (including without limitation any loan, fees, commission, reward, benefit, hospitality or other payment) unless it is provided for in the Contract. The Supplier shall not commit any offence under the Prevention of Corruption Acts, Ethics in Public Office Acts and Standards in Public Office Acts.
- (3) The Supplier shall comply, as a fundamental condition of this Contract, with IE's Code of Conduct set out in Schedule H.

A18 Force Majeure and Suspension

- (1) The following provisions apply to a Force Majeure Event:
 - (a) if any Party is affected by a Force Majeure Event (the “**Affected Party**”) it shall promptly notify the other Parties by Notice in writing in reasonable detail of the nature and extent of the circumstances in question. The Affected Party will not be in breach of this Contract or otherwise liable to the other Parties, for any delay in performance or the non-performance by it, to the extent that the delay or non-performance is due to a Force Majeure Event which it has notified to the other Parties by Notice in writing and the time for performance of the affected obligations shall be extended accordingly;
 - (b) the Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations hereunder and shall notify the other Parties immediately in writing by Notice in writing once the Force Majeure Event has ended and shall forthwith resume performance of all of its obligations under this Agreement;
 - (c) IE shall have the right, without prejudice to any of its rights herein, to make alternative arrangements for the supply of the Goods to it, if the Supplier is unable to do so in whole or in part due to a Force Majeure Event. Under those circumstances, the Supplier shall not be permitted to recommence supplying the Goods to IE until any contractual obligations of IE and/or CIE with a third party in making such alternative arrangements have ceased or expired;
 - (d) If the event of Force Majeure Event resulting in the delay in performance or the non-performance by any Party of its obligations hereunder continues for more than one (1) Month from the date of its notification under (1) of this Clause A18, any Party may terminate the Contract by Notice in writing pursuant to Clause A19(2).

(2) The following provisions apply to any suspension of this Contract by IE:

- (a) IE may, in its sole discretion, by Notice in writing to the Supplier, suspend the performance by the Supplier of all or any of its obligations under this Contract for such times and dates such a manner as may be specified by IE in the notice of suspension. Payment in respect of all obligations notified, is also suspended. IE may at any time to instruct the Supplier by informal notice in writing to resume performing the Contract.
- (b) Where IE suspends the Contract or any part thereof, the Supplier shall be entitled, on any resumption of obligations, to an extension of time for performance of its obligation(s) and to be reimbursed by IE in respect of any increased costs reasonably incurred by it by reason of such suspension in accordance with the Pricing Document (provided that such reimbursement shall not exceed the rates applicable in the Pricing Document referable to those obligations which were suspended) and provided that the suspension is not triggered as a result of any default or breach by the Supplier of its obligations under the Contract. Any suspension shall be without prejudice to any antecedent breach of this Contract and the Supplier shall be entitled to be paid for work done up to the date of suspension. The Supplier shall not be entitled to claim against IE or CIE for loss of profit, costs, expenses, damages, loss of contracts or for any other losses arising from or connected with any suspension of the Services or any part thereof.
- (c) Where the suspension continues for a period of six (6) Months, the Supplier shall be entitled to issue a Notice in writing to IE at the expiry of the six month period, requiring it to lift the suspension. If the suspension is not lifted within thirty (30) calendar days of IE receiving such Notice, either IE or the Supplier shall be entitled to terminate this Contract by serving not less than thirty (30) calendar days' Notice in writing served on all other Parties to this Contract.

A19 Termination and Consequences of Termination

- (1) Termination for Supplier's Default: IE may, without prejudice to any other right or remedy it may have, terminate this Contract without liability for compensation or damages of any kind, by giving the Supplier Notice in writing to take effect forthwith on the date of issue of the Notice or on such other time and date as is stated in the Notice, if any one or more of the following events occur:
 - (a) if the Supplier commits a material breach of contract or a persistent or recurring breach of its obligations under this Contract having a material effect, and fails to remedy the breach/breaches where capable of remedy, within ten (10) Working Days of being requested to do by IE;
 - (b) if the Supplier fails to hold or maintain a Tax Clearance Certificate;
 - (c) if the Supplier fails to maintain the Insurances;
 - (d) if the Supplier fails to comply with any of the Specification, IE Standards, or IE's Code of Conduct;
 - (e) if the Supplier fails to maintain, or loses its status (however arising) as an "Approved Supplier of Safety Critical Equipment" under the applicable IE Standard SMS-009, where such Standard had been made applicable to this Contract under Schedule I;

- (f) if the Supplier fails to maintain any consents, approvals, licences or authorisations as may be required under applicable Law to sell and deliver the Goods to IE;
 - (g) if the Supplier fails to perform any of its obligations under this Contract and/or fails to supply the Goods;
 - (h) if the Supplier ceases or threatens to cease carrying on business or abandons or repudiates this Contract;
 - (i) if Liquidated Damages of the aggregate amount specified in C4 (Schedule C) are imposed on the Supplier, in the manner referred to in C4, in any case where C4 is made applicable;
 - (j) where IE becomes aware that any of the exclusion grounds set out in Article 57 of the Public Sector Directive as referred to in Regulation 89 of the Utilities Regulations 2016 apply to the Supplier or to any of its subcontractors;
 - (k) if the Supplier is unable to pay its debts as they fall due, is wound up, becomes insolvent, becomes bankrupt, commences winding up, or if a liquidator, official assignee or similar official in bankruptcy is appointed, or a receiver, examiner or interim examiner, administrator or similar officer is appointed over the assets or undertaking of the Supplier, or if it is struck off by the Registrar of Companies (or under any analogous legislation under the laws of its country of incorporation).
- (2) Termination for Force Majeure: Any Party may terminate this Contract by Notice in writing pursuant to the provisions of Clause A18(1)(d), such termination to take effect on the time and date stated in the Notice, and no compensation or payment of any kind shall be payable to any Party in respect of termination for Force Majeure.
- (3) Termination for Suspension: IE or the Supplier may terminate this Contract by Notice in writing pursuant to the provisions of Clause A18 (2) (c).
- (4) Termination by IE: IE may, in its sole discretion, terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to the Supplier with a copy to CIE. Such termination shall be without prejudice to any claims any Party may have under the Contract. In the event that IE terminates the Contract under this Clause A19 (4) it will pay such of the Charges (less all deductions permitted by this Contract) in respect of the supply of Goods as are owing to the Supplier up to the date of termination but no other compensation or payment of any kind shall be payable to the Supplier.
- (5) Termination by Supplier: The Supplier may terminate this Contract by giving not less than thirty (30) calendar days' Notice in writing to IE with a copy to CIE, in the event that IE fails to pay any sum(s) lawfully due to it under this Contract (subject to all rights of withholding, set off and deduction hereunder) which have not been disputed by IE and remain unpaid for more than thirty (30) calendar days from receipt by IE of a non-disputed invoice from the Supplier.
- (6) Termination in the event of a challenge to contract award: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that a challenge to the award of this Contract to the Supplier or to any aspect of the

competition leading to award of this Contract is or has been made by any person on the grounds of non-compliance with EU public procurement rules. If IE exercises its right of termination pursuant to this Clause A19(6) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A19(6).

- (7) Termination in the event Contract is declared "ineffective": In the event that this Contract is declared "ineffective" pursuant to Regulation 9(1) (b) of the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010, neither IE nor CIE shall have any liability to the Supplier other than in respect of the aspects of the Goods provided prior to the date on which such "ineffectiveness" order takes effect, which cost shall be assessed in accordance with the Charges set out in Schedule G (Charges). Under no circumstances shall the Supplier be entitled to any payment or compensation for loss of profit for the Services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness". IE, CIE and the Supplier acknowledge and agree that it is intended that the provisions of this Clause A19(7) shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Contract notwithstanding any declaration of ineffectiveness of this Contract.
- (8) Termination under Regulation 98, Utilities Regulations: IE may, at any time, terminate this Contract early on such notice in writing to the Supplier as it considers appropriate in the event that any one or more of the circumstances set out in Regulation 98 of the Utilities Regulations 2016 applies. If IE exercises its right of termination pursuant to this Clause A19(8) it shall pay the Supplier only for such of the Goods as are provided up to the termination date in accordance with the Charges set out in Schedule G (Charges) and CIE shall have no liability whatsoever in respect of any such payments or to make any payment to the Supplier. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Contract in accordance with this Clause A19(8).
- (9) Consequence of Termination: In the event of termination for whatever reason (whether under any of the provisions of Clause A19 or not), the Supplier shall not be entitled to claim any compensation or payment of any kind and shall only be entitled to payment of such Charges as are calculated in accordance with this Contract and correctly due at the date of termination. No Party shall be liable to any other Party for any consequential or indirect loss (however arising) including loss of profit, loss of turnover, loss of contracts or revenues, financing costs, loss of goodwill, loss of business opportunity or anticipated saving or loss or use suffered or incurred by any Party arising out of in connection with this Contract for any reason whether on termination, expiry or assignment or during the Term. Termination of this Contract shall be without prejudice to the rights and remedies of any Party arising hereunder and to any provision expressed to survive termination.

- (10) On termination of this Contract however arising, the Supplier shall, and shall procure that its subcontractors, servants and agents shall, return or furnish forthwith to IE and/or CIE any property of IE or of CIE, any Goods due for Delivery to IE, and all documentation, records, manuals relating to the Goods as are due for delivery to IE, and shall execute and deliver all documentation, reports and records relating to the Goods and take any further steps that IE may reasonably require for the purpose of fully vesting in IE the Goods and all rights and benefits relating to them envisaged by this Contract.

A20 Assignment and Sub-Contracting

- (1) The Supplier may not transfer or assign, or subcontract, mortgage, charge, novate, create an interest in or any trust over, or otherwise dispose of the whole or any part of its rights, benefits or obligations under this Contract, directly or indirectly to any person whatsoever without the prior written consent of IE. IE may, in its sole and absolute discretion, withhold consent.
- (2) IE and CIE may transfer and assign all or any part of this Contract and shall give Notice in writing of such assignment or transfer thereafter to the Supplier. The Supplier shall do all acts and things and execute all documents necessary to give effect to such transfer or assignment.
- (3) The Supplier is strictly prohibited from subcontracting the whole of its obligations under this Contract, but may, only with the prior written consent IE, (at IE's absolute discretion under A20 (1)), subcontract any part of its obligations under this Contract.
- (4) If the Supplier wishes to appoint a subcontractor, it shall give not less than thirty (30) calendar days' notice in writing to IE by Notice, and shall furnish IE promptly and on request with such information and documentation concerning such appointment as IE may reasonably request, including but not limited to (a) evidence of the technical ability and resources of the proposed appointee to perform the intended obligations including copies of its audited accounts where requested, (b) evidence of compliance by the proposed appointee with all applicable Law and standards relating to this Contract, including evidence of a Tax Clearance Certificate and compliance with the insurance requirements, (c) full details of the proposed subcontractor, its registered office, date of incorporation, board of directors and management and staff, and (d) the intended commencement date and scope of work of the proposed subcontractor.
- (5) The Supplier shall, if requested by IE, and without prejudice to IE's rights as a contracting entity under Regulation 96(7) of the Utilities Regulations 2016, procure self-declarations from its sub-contractors appointed on the award of this contract in the manner provided for in Regulation 89(4) of the Utilities Regulations 2016, and any sub-contractors who are presented for approval to IE after the award of this contract must provide the certificates and other supporting documents instead of the self-declarations required, pursuant to Regulation 96(5) of the Utilities Regulations 2016.
- (6) Without prejudice to any other provision of this Contract or of the Utilities Regulations 2016, IE is entitled to seek verification from the Supplier at any time in respect of its sub-contractors whether any of the exclusion grounds exist in relation to any of its sub-contractors, referred to in Article 57 of the Public Sector Directive, as referred to in Regulation 89 of the Utilities Regulations. If IE, as contracting entity, determines or becomes aware at any time, that any of the exclusion grounds set out in Article 57 of the Public Sector Directive (as referred to in Regulation 89 of the Utilities Regulations) apply to any sub-contractor of the Supplier, IE reserves the right to require the Supplier to immediately

replace such sub-contractor and the Supplier shall comply immediately with such requirement. The Supplier shall also include in every sub-contract a right for the Supplier to terminate the sub-contract where any of the exclusion grounds referred to apply to the sub-contractor and also a requirement that the sub-contractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- (7) The Supplier is the prime contractor for the supply of the Goods to IE under Clause A6 (9), and is liable for all fees and charges of its subcontractors and their costs and expenses and neither IE nor CIE has any liability or responsibility in respect of them.
- (8) In no circumstances shall any subcontractor appointed by the Supplier, subcontract any part of the functions or activities subcontracted to it by the Supplier, and the Supplier shall ensure this provision is strictly observed. Any breach of this Clause A20 by the Supplier or any person acting on his behalf, shall be deemed a material breach of contract.

A21 Confidentiality and Announcements

- (1) Confidentiality: Each Party agrees to treat all Confidential Information disclosed to it by any other Party, whether orally or in writing, and whether disclosed before or after the date of this Contract, as strictly confidential and shall not disclose same to any third party unless permitted by the provisions of this Clause A21. No Party in receipt of Confidential Information shall, during the Term and at any time after termination or expiry of this Contract may use Confidential Information for any purpose other than in the performance of its obligations under this Contract or disclose Confidential Information to any person/third party except with the prior written consent of the (original) disclosing Party to it hereunder, or in accordance with this Clause A21.
- (2) Confidential Information may be disclosed by the Party in receipt of same only and to the extent that:
 - (a) it has come into the public domain or into the knowledge of any other Party through no breach by the receiving Party of this Clause A21 or breach of any other provision of this Contract;
 - (b) it is required to be disclosed by Law or by any court, tribunal or regulatory body of competent authority having jurisdiction;
 - (c) in the case of IE, it is required by CIE, and in the case of either IE or CIE, it is required by the Oireachtas, the Government of Ireland, a Minister or Department of the Government of Ireland;
 - (d) the disclosure is to professional advisers or auditors or bankers of any Party engaged by a Party and only to the extent that such disclosure is reasonably necessary.
- (3) Announcements: No media releases, public announcements or public disclosures relating to this Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Supplier without the prior written consent of IE (in its absolute discretion).
- (4) Nothing stated herein shall restrict IE from releasing appropriate information to potential tenderers in respect of the procurement of the Goods following the expiry or termination of this Contract.

A22 Disputes, Governing Law and Jurisdiction

- (1) **Disputes:** Subject to the Parties' rights to apply to the courts, and without prejudice to their rights and remedies under Law, the Parties shall seek to amicably resolve any disputes between them relating to this Contract, howsoever arising within thirty (30) calendar days from the date the dispute first arose as recorded by IE (the "**Dispute Date**"), and shall meet to do so if required by IE. The Parties may agree procedures and protocols for such dispute resolution from time to time such as mediation, or conciliation, which if they do, shall be recorded in writing and signed by the Parties as a contract variation of this Contract under Clause A23(3). Each Party shall bear their own costs and expenses in relation to resolving any dispute by amicable means, unless otherwise agreed in writing by the Parties. Performance of this Contract by the Parties shall continue during the dispute resolution process on a strictly without prejudice basis, i.e. without prejudice to the rights and remedies of the Parties, howsoever arising, at Law.
- (2) **Governing Law:** This Contract shall in all respects be governed by and construed in accordance with the laws of Ireland.
- (3) **Jurisdiction:** The Parties hereby irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any dispute however arising, out of or in connection with this Contract not resolved by the Parties pursuant to Clause A22(1) within thirty (30) calendar days of the Dispute Date. The Parties also agree that the persons named in paragraph 3 on pages 4-5 of the Contract are authorised to accept service of proceedings on their behalf respectively.

A23 General

- (1) **Notices:** Notices to be given under this Contract by any Party to the other Parties shall be in writing and shall be delivered either personally or by hand/courier, or sent by pre-paid registered post to the persons named as Notice parties in paragraph 3 on pages 4-5 of the Contract. Where this Contract requires service of a Notice, it shall be served in accordance with this Clause A23(1). The Parties may from time to time agree in writing any changes to the persons named as Notice parties. A Notice may not be served by email but a copy of a Notice may be sent by email for information purposes at the same time it is posted or delivered, but transmission by email does not constitute a valid service of a Notice under this Contract. Notices shall be deemed delivered: (a) if personally delivered, at the time of receipt, or (b) if posted, forty-eight (48) hours after the Notice was sent by registered post.
- (2) **Reorganisation of IE/CIE Group:** If IE, CIE or the Oireachtas or the Government of Ireland, or any Minister or any Department thereof should reorganise the business and/or the legal structure of IE, CIE or the CIE group, whether by dividing their businesses into separate corporate or statutory bodies or agencies, companies, subsidiaries, divisions or otherwise, ("Entities"), the Supplier shall thereafter deal with such Entities as if the parts of this Contract relevant to the business of Entities formed a contract between the Supplier and such Entities.
- (3) **Variations:** No changes, amendment or variation to this Contract or any part of it is valid unless it is in writing, stated to be an amendment to this Contract, and signed by or on behalf of each of the Parties, as a "Supplemental Agreement" or otherwise and any reference to the Contract in this document is a reference to it or any part of it that may be amended, varied, supplemented or novated as the case may be. Any variation, amendment or Supplemental Agreement to this Contract that is signed by each of the Parties, can only take effect after the issue of an amended Purchase Order by IE, where required by IE, and no invoice submitted by the Supplier will be paid in advance of the issue of an amended Purchase Order where it is required.

- (4) Severability: Each provision of this Contract is severable and distinct from the others, and if any term of provision of this Contract is found to be illegal or unenforceable, then such term or provision shall be deemed severed from the Contract and all other terms and provisions shall remain in full force and effect.
- (5) Waiver: No failure or delay by any Party to exercise any of its rights, powers or remedies shall operate as a waiver of them, nor shall any partial exercise preclude any further exercise of them or some other right, power or remedy available at Law.
- (6) Non-exclusivity: Nothing in this Agreement makes the Supplier the exclusive supplier to IE of the Goods or precludes IE from purchasing the Goods (or other goods or services) from any third party at any time during the currency of this Contract.
- (7) Cumulative Remedies: All remedies available to any Party to this Contract are cumulative and may be exercised separately or cumulatively, and the exercise of one remedy is not deemed to be an exclusion of other remedies available to that Party at Law.
- (8) Set Off: Without prejudice to any of its other rights or remedies, IE may set off any amount due to it however arising, from the Supplier, against any amount(s) payable by IE to the Supplier under this Contract.
- (9) No Authority/No Partnership: No Party shall have any right, power or authority to act on behalf of, act as agent for, or representative of, or otherwise bind any other Party unless expressly provided for herein.
- (10) Independent contractor: The Supplier is an independent contractor and not an agent of IE or of CIE.
- (11) Costs and Expenses: Each Party shall pay its own costs and expenses relating to the execution and implementation by it of this Contract and any document referred to in it.
- (12) Survival: The provisions of this Contract shall continue to bind each Party insofar as and for so long as necessary to give effect to their respective rights and obligations hereunder.
- (13) Representations: Each Party acknowledges to the other Parties that it has not been induced to enter into this Contract by any statement or promise which it does not contain. Nothing in this Contract shall have the effect of limiting or negating the liability of any Party arising as a result of fraud.
- (14) Duty to mitigate: Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which any other Party may be entitled to under this Contract or at Law however arising.
- (15) English Language: This Contract and all documentation, data and information, instructions or requirements issued, submitted, or supplied under this Contract whatsoever, shall be in the English language. Should a translation or interpretation be required, the Supplier shall provide it either to IE (where requested by IE) or to himself, at his own expense.

A24 Change Authorisation Procedure

- (1) IE may, at any time during the Term, reduce the Charges to reflect any reduction in the Goods ordered and purchased by IE, and any determination by IE (which shall be based on the Pricing Document) shall be final and binding on the Supplier save for manifest error. Neither the Supplier nor any person acting on its behalf shall be entitled to any compensation in respect of any reduction or removal of orders for Goods unless otherwise agreed in writing. For the

avoidance of doubt, any Goods reduced or omitted pursuant to Clause A24 may be procured by IE from another supplier.

- (2) Subject to (1) of this Clause A24 (which is a separate matter), and without prejudice to the rights and remedies of any Party under this Contract, either IE or the Supplier may propose a change to the Specification but only in respect of a change involved in the performance of the Supplier's obligations, and not any other aspect of the Specification, by serving a Notice in writing to each Party, called a "**Change Proposal Notice**", (served in accordance with Clause A23(1), and a copy may be issued by email) which must provide details of the changes proposed, the rationale for the change, the cost savings to IE, increased efficiencies, and an estimate of the time and cost required to prepare an impact assessment if required. Each Party shall bear its own costs and expenses in relation to dealing with and investigating any Change Proposal Notice, preparing cost estimates, impact assessments, and any other related documentation.
- (3) IE and the Supplier shall meet to discuss in good faith any Change Proposal Notice, subject to receipt of all details required by (2) of this Clause A24. Each of IE and the Supplier may accept or reject any Change Proposal Notice within ten (10) Working Days of the date of the Change Proposal Notice, or such other period as may be agreed and recorded in writing by IE and the Supplier as a contract amendment in compliance with Clause A23 (3).
- (4) If the change /changes proposed in any Change Proposal Notice are approved by both IE and the Supplier, this shall be recorded in writing and signed by the Parties in accordance with Clause A23(3) and the relevant changes implemented in accordance with any impact assessment that is approved, through the Specification and other relevant documentation. If IE and the Supplier do not agree to the changes proposed, the changes shall not take place and the Parties shall continue to perform their respective obligations under this Contract. Nothing in this Contract however shall operate as a restriction or impediment on any of the Parties from implementing any changes required by applicable Law that are mandatory, such as a change in Law or standards including IE Standards or from IE implementing a change to IE Standards that has been notified in writing to the Supplier.

SCHEDULE B: CONTRACT EXTENSIONS (IF ANY)

- (1) IE may, in its absolute discretion without any obligation thereto, decide to extend the Term of this Contract (set out in paragraph 5, page 5 of the Contract), by giving not less than six (6) Months' Notice in writing to the Supplier, for any period of Months up to a maximum of **twenty-four (24) Months** from the expiry of the Term, such that any extensions of this Contract granted by IE shall not exceed twenty-four (24) Months from the expiry of the Term. If IE agrees to any extension of the Term of this Contract, it shall be recorded in writing as a contract variation and signed by the Parties, in accordance with Clause A23(3) of Schedule A.
- (2) This Contract will expire on the expiry of the Term or on the expiry of any extension granted by IE, where a contract extension has been granted by IE, unless terminated earlier in accordance with the terms of the Contract.
- (3) The Charges shall be fixed for the entire duration of any Contract extension unless otherwise agreed with IE, and any changes to the Charges in respect of any Contract extension shall be at IE's sole and absolute discretion, and any determination of IE in respect thereof shall be final and binding on the Supplier save in the case of manifest error. There shall be no obligation on IE to agree to any changes to the Charges in respect of any Contract extension, but if changes to the Charges are agreed, they shall be recorded in writing as a contract variation in accordance with Clause A23(3) of Schedule A.

SCHEDULE C: CONTRACT-SPECIFIC SPECIAL CONDITIONS

[

C1: TIME OF THE ESSENCE

(A) “This Clause does NOT apply to this Contract.”

C2: REMEDY OF DEFECTS PERIOD (this Clause applies to this Contract)

“The Supplier shall remedy all Defects in the Goods to IE for a period of **thirty-six (36) Months** from the Delivery Date of the relevant Goods in each case (the “**Remedy of Defects Period**”), and in the case of any Goods that are replaced or repaired by the Supplier, the Remedy of Defects Period shall commence in each case from the date of acceptance by IE of such repaired or replaced Goods.”

C3: CONTRACT-SPECIFIC INSURANCES (this Clause applies to this Contract)

The Supplier shall obtain and maintain for the duration of the Term the Insurances specified in Schedule D.

C4: LIQUIDATED DAMAGES

- (A) “This Clause does **NOT** apply to this Contract.”

C5: CAP ON LIABILITY OF CONTRACTOR

- (B) “Subject to Clause A12(9) of Schedule A, the liability of the Supplier to IE and CIE in respect of claims, losses, or damages suffered or incurred by IE or CIE or both, arising from or in connection with the delivery of the Goods by the Supplier and the performance of its obligations, whether under the Contract, in tort or negligence, or at Law or in equity, shall be limited to and shall not exceed a sum in euro equal to **100% (one hundred percent)** of the total amount of the Annual Charges for the entire Term of the Contract.

PROVIDED however that this limit on liability of the Supplier shall not apply in the following circumstances:

- (i) liability of the Supplier under A12 of Schedule A concerning Intellectual Property, in such circumstances the liability of the Supplier shall be unlimited;
- (ii) liability of the Supplier for any sickness, injury to any person (fatal or otherwise), death or disease or any person resulting from any act, omission, error, negligence, default, breach of contract, breach of duty or breach of statutory duty of the Supplier or any person acting on behalf of the Supplier in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;
- (iii) any liability of the Supplier under A15 (Employment law) of Schedule A, in such circumstances the liability of the Supplier shall be unlimited;
- (iv) any liability of the Supplier in the event of fraud, fraudulent misrepresentation, corruption, wilful default, wilful misconduct on the part of the Supplier or any person acting on its behalf in the delivery of the Goods, in such circumstances the liability of the Supplier shall be unlimited;
- (v) any other liability of the Supplier that cannot be legally capped or excluded under applicable Law.”

C6: IE STANDARDS AND IE’S CODE OF CONDUCT (this Clause applies to this Contract)

The Supplier shall comply with the IE Standards set out in Schedule I and with IE’s Code of Conduct set out in Schedule H.

SCHEDULE D: CONTRACT-SPECIFIC INSURANCES

The Supplier shall maintain the following insurances for the following terms:

- 1 Public Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising out of the Supplier's performance of this Contract (Public Liability Insurance) for an amount not less than **€ 5,000,000.00 (Five Million euro)** per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 2 Employer Liability Insurance: A policy insuring against liability for any claims, damages, losses and expenses (including legal fees and expenses) arising out of the injury to, or disease or death of any person employed by the Supplier in the course of the Supplier's performance of this Contract (Employer's Liability Insurance) for an amount not less **€ 13,000,000.00 (Thirteen Million euro)** per occurrence to be maintained at all times during the Term of this Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 3 Product Liability Insurance: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising due to the products used by the Supplier in the performance of the Services under the Contract (Product Liability Insurance) for an amount not less **€ 5,000,000.00 (Five Million euro)** per occurrence to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 4 Pollution Liability: A policy insuring against a party's liability for any losses or damages due to damage or destruction of property or personal injury of any person arising out of sudden and unforeseen pollution due to the Supplier's performance of the Contract (Pollution Liability Insurance) for an amount not less **€ 5,000,000.00 (Five Million euro)** in the aggregate to be maintained at all times during the Term of the Contract to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 5 Motor TPPD: A motor vehicle insurance (as required by the Road Traffic Acts) and including third party property damage insurance policy having unlimited bodily injury cover and also covering third party property damage for an amount of not less than **€ 2,600,000.00 (Two Million, Six Hundred Thousand euro)** each and every claim to include an indemnity to principals clause specifically indemnifying each of CIE and IE.
- 6 Contractors All Risks: Contract Value plus 15%. Iarnrod Eireann and CIE to be included as Joint Insured.

SCHEDULE E: FORM OF ADVANCE PAYMENT BOND

[To be issued on the letterhead of a reputable insurance company licensed to carry on business in the European Union or an AA rated bank lawfully authorised to transact such business in the EU]

ADVANCE PAYMENT ON DEMAND BOND

DATED THE [INSERT DAY] OF [INSERT MONTH], 20[]

CONCERNING A CONTRACT FOR [INSERT DETAILS OF CONTRACT] BETWEEN [• INSERT NAME OF THE CONTRACTOR] (THE “SUPPLIER”), IARNRÓD ÉIREANN-IRISH RAIL (“IE”) AND CÓRAS IOMPAIR ÉIREANN (“CIE”) EVIDENCED INTER ALIA BY A CONTRACT AGREEMENT DATED THE [• INSERT DAY] OF [• INSERT MONTH] 20[•] (THE “CONTRACT”)

We, [insert name of bank/insurance company], having our registered office at [insert details of registered office] hereby irrevocably and unconditionally undertake and agree as primary obligor for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, to pay to IE any amount or amounts in aggregate not exceeding [insert relevant amount in euro in figures as well as in words] (the “**Bond Amount**”) upon IE’s first demand in writing (executed under the seal of IE) to us accompanied by IE’s declaration (executed under the seal of IE) that the Supplier has failed to comply with all or any of its obligations under the Contract.

More than one demand may be made under this bond provided that the aggregate of all demands made hereunder shall not exceed the Bond Amount.

Any demand in respect of this advance payment on demand bond shall be in the English language and shall specifically state the amount demanded and that it is a demand or declaration in respect of this advance payment on demand bond. Any such demand together with the accompanying declaration shall be delivered by hand or sent by prepaid registered post to our registered office set out above. Such demand and declaration shall be deemed to have been duly served on us at the time of delivery, if delivered by hand, and forty-eight (48) hours after it is sent, if sent by prepaid registered post.

This advance payment on demand bond shall be valid from the date first stated above until the date of [insert details of relevant date e.g. date of practical completion/delivery of the Goods, expiry of remedy of defects period] in accordance with the Contract provided that the expiry of this advance payment on demand bond shall not affect the validity of any demand made by IE prior to the date of expiration.

This advance payment on demand bond shall be governed by and construed in accordance with Irish law and the Irish Courts shall have exclusive jurisdiction hereunder.

[execution block – *bond to be executed as a deed*]

SCHEDULE F: THE SPECIFICATION

Attached

SCHEDULE G: PRICING DOCUMENT (CHARGES)

Attached

SCHEDULE H: IE'S CODE OF CONDUCT

Attached

SCHEDULE I: APPLICABLE IE STANDARDS (IF ANY)

N/A

**STANDARD CONTRACT
FOR THE PURCHASE OF GOODS**

SUPPLIER: []

CONTRACT REFERENCE NUMBER: 6797

IARNRÓD ÉIREANN-IRISH RAIL
PROCUREMENT DEPARTMENT
INCHICORE WORKS
DUBLIN 8
IRELAND



DATED: 9th June 2017

STANDARD CONDITIONS OF TENDERING

For

THE PURCHASE OF GOODS

Contract Reference Number: 6797

CIE Solicitor's Office
Bridgewater House
Islandbridge
Dublin 8
Ireland
140608/26/24112016/

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CONDITIONS OF TENDERING FOR CONTRACT FOR THE PURCHASE OF GOODS

1 INTRODUCTION AND INVITATION TO TENDER

- 1.1 Pursuant to a contract notice issued by Iarnród Éireann-Irish Rail ("**IE**"), IE invites tenders for the supply of the goods required by IE (the "**Goods**") which are described in, and which are provided in accordance with (a) the Specification (and Contract Drawings, if any) set out in Appendix 1 to these Conditions of Tendering (the "**Specification**"), (b) these Conditions of Tendering and (c) on the basis of the Contract for the Purchase of Goods (the "**Contract**") set out in Appendix 3 to these Conditions of Tendering.
- 1.2 Capitalised words and expressions used in these Conditions of Tendering and ITT shall have the same meaning as is ascribed to them respectively in the Contract unless expressly stated otherwise.
- 1.3 It is proposed that, in the event of any contract award, IE will enter into a contract with the Contractor substantially in the form of the Contract set out in Appendix 3 to these Conditions of Tendering.
- 1.4 A "**Tender**" is a tender for the provision of the Supply of the Goods to IE pursuant to these Conditions of Tendering and a person who submits a Tender is referred to as a "**Tenderer**".
- 1.5 ABOVE EU THRESHOLDS: Where the value of the Contract the subject of this tender process and ITT is at or above the applicable EU Thresholds in respect of a utility (exclusive of VAT) as set down from time to time under EU public procurement law, this tender competition is being run by IE in accordance with the negotiated procedure set out in the Utilities Directive 2004/25/EU of the European Parliament and Council dated 26 February 2014 (the "**Utilities Directive**") and the European Union (Award of Contracts by Utility Undertakings) regulations 2016 (Statutory Instrument No. 286 of 2016)(the "**Utilities Regulations**").

BELOW EU THRESHOLDS: Where the value of the Contract the subject of this tender process and ITT is below the EU Thresholds for a utility, this tender competition is being run in adherence with the principles of all applicable national guidelines for a competitive process as applicable to a utility in Ireland and in a transparent, fair and equitable manner.
- 1.6 Tenderers should note that IE may decide not to proceed with the competition at any stage and cancel the tender process.
- 1.7 Any contract awarded as a result of this procurement process shall be governed by the laws of Ireland.
- 1.8 Tenderers should note the provisions of Condition 11.4 of these Conditions of Tendering, and where a Tenderer is submitted by a group (more than one person or entity), the persons comprising the group (howsoever constituted), if that Tender is successful, will be required to be jointly and severally liable to IE and CIE for the performance of the Contract.

2 DEFINITIONS AND INTERPRETATION

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

3 INFORMATION IN THE CONDITIONS OF TENDERING

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

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

4 RECEIPT OF TENDERS AND TENDER ACKNOWLEDGEMENT SLIP

- 4.1 STATEMENT OF INTENTION TO SUBMIT TENDER: Tenderers should complete the enclosed tender acknowledgment slip confirming whether they intend to submit a completed Tender and return it to IE to the address specified within **five (5) Working Days** of receipt of tender acknowledgment slip.

5 COMPLETION OF TENDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.30 LOTS:

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

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

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

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

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

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

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

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

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

6 RETURN OF TENDERS

- 6.1 The completed Tender should be enclosed in a sealed envelope, bearing the pre-addressed label provided, and shall be delivered not later than **12 noon** (Greenwich Mean Time) on the closing date stated in the **covering letter** issued by IE to Tenderers with this ITT (the "**Closing Date**") to the person named in Schedule 8 to these Conditions of Tendering at the address specified in Schedule 8. Tenders not bearing the pre-addressed label provided may be rejected.
- 6.2 **Two (2)** completed hard copies of the Tender should be submitted, and **one (1)** soft (electronic) copy. IE is not responsible for any corruption in electronic documents and Tenderers shall ensure that electronic documents are not corrupt.
- 6.3 **LATE TENDERS:** It is IE's policy to open Tenders promptly. Late Tenders received after **12 noon** (Greenwich Mean Time) on the Closing Date and after the opening of other Tenders shall not be accepted by IE and shall be returned unopened to the Tenderer, who is fully responsible for the safe and timely delivery of its Tender. Late Tenders received after **12**

noon (Greenwich Mean Time) on 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.

- 6.4 COSTS OF PREPARATION OF TENDER AND ANY SITE VISITS: IE will not be responsible for and will not pay for any expense incurred or loss suffered by a Tenderer (which includes any costs or expenses of a Tenderer associated with a site visit or visits) in the preparation or submission of his Tender unless previously agreed in writing by IE. All costs or expenses incurred in the preparation of a Tender (including without limitation relating to tender clarifications, presentation meetings, furnishing verifications or information, site visits, trails, supply of samples, and demonstrations) shall be borne by the Tenderer and IE shall have no liability in relation thereto.

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

7 INFORMATION AND QUERIES

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

8 ALTERNATIVE TENDERS

- 8.1 COMPLIANT TENDERS: Except as expressly permitted in these Conditions of Tendering, Tenderers must submit a compliant Tender which is not qualified in any way. Tenderers

should describe in their Tenders any requirements with which they are unable to comply. IE reserves the right to reject a non-compliant Tender.

ALTERNATIVES (VARIANTS):

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

9 MODIFICATIONS TO/WITHDRAWAL OF TENDERS

The Tenderer may modify or withdraw its Tender after submitting it, if the modification or notice of withdrawal is received in writing before the prescribed time for submission of Tenders but not thereafter. The Tenderer's modification or notice of withdrawal shall be prepared, sealed and marked on the inner envelopes with the Tender Reference and the wording "MODIFICATION" or "WITHDRAWAL" as appropriate. In particular, the modification and notice of withdrawal shall be signed by a person or persons duly authorised to bind the Tenderer and proof of authorisation shall be annexed.

10 EVALUATION AND OPENING OF TENDERS

10.1 EVALUATION: IE reserves the right to conduct the evaluation of Tenders in successive stages, including the right to reduce the number of bidders by way of a shortlist and/or seek best and final offers ("BAFOs") from one or more of the Tenderers or to award the Contract without any further reference to, or communication with, any further reference or communication with any of the Tenderers.. IE reserves the right to enter into further negotiations with one or more preferred bidders. In the event that negotiations with the preferred bidder(s) do not result in the award of the Contract to any of the preferred bidder(s), IE reserves the right to negotiate with any one or more of the remaining Tenderers and finalise any outstanding issues in terms of contract schedules and to award the Contract without any further reference to or communication with any of the Tenderers. IE reserves the right not to award the Contract and to terminate or cancel, in its absolute discretion, the award procedure at any time. Where the Contract is divided into lots, the provision of this ITT relating to lots, including Appendix 4 to this ITT, shall also be taken into consideration.

10.2 CONFIDENTIALITY OF EVALUATION: After the official opening of Tenders, no information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of a contract shall be disclosed to Tenderers or other persons not officially concerned with such process.

10.3 IMPROPER INFLUENCE, CANVASSING AND INTERFERENCE AND COLLUSIVE TENDERING: If a Tenderer is found to have attempted to use, or used improper influence, then that will result in a Tender being automatically disqualified. Any attempt by a Tenderer to influence the process of tender evaluation and contract award through canvassing or other means shall result in that Tender being rejected. Examples of such improper influence would be collusion, price fixing, bid rotation or market division. If any Tenderer is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining or evaluation of its Tender, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tender, or has made arrangements with, or attempted to make arrangements with, other Tenderers in relation to its Tender or this tender process, the Tender submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

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

Errors in computation shall be corrected as follows:

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

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

10.5 CLARIFICATION OF TENDERS: To assist in the examination and comparison of Tenders, IE may ask Tenderers for clarification of any matter in their Tenders, including breakdowns of prices, fixed price fees or any tendered rates and reserves the right to do so and to seek written clarifications and/or verifications.

10.6 Tenderers may be asked to attend a post-tender clarification meeting in Dublin, Ireland. In such event the Tenderer shall bear all its costs and expenses in attending any such meeting(s).

10.7 PRICING DOCUMENT: Where a Tenderer fails to complete the Pricing Document in the Tender Form (as attached thereto) IE reserves the right to reject that Tender.

11 AWARD OF CONTRACT

11.1 AWARD CRITERIA: IE reserves the right, at its sole discretion, to accept or reject any Tender and to waive any irregularity or informality in any Tender. IE shall be under no

obligation to accept the lowest priced Tender or any Tender. IE reserves the right not to proceed with the tender process or any part of it or not to proceed with the award of the Contract, and may terminate or cancel the process or any part of it at any time, with or without engaging in a separate process or entering into separate arrangements in respect of any of the supply of the Goods required. In the event of termination of the process or any part thereof, IE will not be liable to any Tenderer or any other person. IE shall not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone.

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

12 CHANGE OF CONTROL / CHANGE OF CIRCUMSTANCE

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

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

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

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

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

13 ACCEPTANCE OF TENDERS AND CONTRACT AWARD

13.1 If a contract or contracts is/are awarded arising out of this tender process, written notification of acceptance of Tender will be given by IE to the successful Tenderer(s). No Tender shall be deemed to have been accepted unless such notification has been given.

13.2 IE reserves the right to make acceptance of a Tender conditional upon the Tenderer giving such security for the due performance of the Contract as IE has identified in this ITT and Contract, including without limitation, joint and several liability, legal opinions, a parent company guarantee(s) and/or bonds.

13.3 No contract(s) shall be deemed to be in existence between IE and the successful Tenderer until execution of the Contract(s) by the parties thereto.

13.4 STANDSTILL PERIOD:

AWARD OF CONTRACT ABOVE EU THRESHOLDS: IE will notify the successful Tenderer and all other Tenderers who have submitted an admissible Tender of its award decision. For the avoidance of doubt, and in circumstances where Directive 2007/66/EC (which amends

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

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

14 SECURITY AND COMPLIANCE

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

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

(Protection of Employees on Transfer of Undertakings) Regulations 2003, the Protection of Employees (Temporary Agency Work) Act 2012, and also compliance with any applicable legally binding sectoral agreements, registered employment agreements and/or employment regulation orders (where applicable) and compliance with all applicable health and safety legislation and regulations made thereunder.

15 STANDARDS, LICENCES AND PERMITS

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

16 DOCUMENTS

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

17 COMPLIANCE WITH CONDITIONS OF TENDERING

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

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



TENDER FORM (AND PRICING DOCUMENT ATTACHED)

TENDER FOR CONTRACT FOR THE PURCHASE OF GOODS BY IE

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

Contract Reference Number 6797

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

DATED:

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

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

	Cost Excluding VAT
Total Tendered Cost	€

Total Tendered Cost in words _____

- Unless otherwise stated, any capitalised terms and expressions used in this Tender Form and Prices shall have the same meanings as is assigned to them respectively by the Conditions of Tendering or the Contract as the case may be.

3. The Prices set out by us herein and on the Pricing Document duly completed by us and attached to this Form of Tender are based on a compliant Tender for the goods/services required based on the Specification and requirements of the ITT and are fixed for the duration of the Contract.
4. We acknowledge that IE reserves the right to award one or more contracts in respect of the Supply of the Goods to IE, or not to award any contract, and shall not be bound to award the Contract to one Tenderer. We confirm that we are tendering for the Contract for the Supply of the Goods to IE.
5. **We note that:**
 - **All Prices quoted shall be in euro (€).**
 - **All fees and charges quoted shall be stated in words as well as in figures and shall be exclusive of VAT but inclusive of all other costs, charges and levies.**
 - **Tenderers may be requested to provide a complete breakdown of the makeup of their Tender.**
 - **Charges quoted must include all preparatory work necessary to provide the Services.**
 - **Prices quoted should be stated in words as well as figures.**
6. If our Tender is accepted we will, if and when required, provide such security, including any guarantee or bond(s) and/or legal opinions relating thereto as IE may require, in a form and content satisfactory to IE and from an issuer approved by IE in advance, in its sole discretion.
7. We understand that IE is not bound to accept the most economically advantageous tender, the lowest, or any tender it may receive.
8. We confirm that this Tender represents a firm, unconditional and fixed offer, that our Prices shall remain fixed and shall remain open for acceptance by IE for the Tender Validity Period of **six (6) months** from the Closing Date.
9. In preparing this Tender, we have taken into account the obligations relating to employment protection and working conditions that are in force in Ireland, including obligations set out in the Contract.
10. We agree that, if successful, we and our subcontractors (if any), shall be comply with all applicable obligations in the field of environmental, social and labour law referred to in Regulation 35(4) of the Utilities Regulations 2016, that are established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Schedule 11 of the Utilities Regulations 2016.
11. Unless and until a formal agreement is prepared and executed, and exchanged between the parties, this Tender, together with IE's acceptance thereof, shall constitute a binding contract between us.

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

DATED :

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

(Name - IN BLOCK LETTERING)

Address

Signed by

Duly Authorised Signatory

[*insert name and title in Block Capitals*]

DULY AUTHORISED

For and on behalf

Of:

Person, Firm or Company

Witness:

Address:

Occupation:

Or/

PRESENT when the Common Seal of

]

Was affixed hereto:

Director

Director/Secretary

Witness:

Address:

Occupation:

Schedule 1

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

1. Signed and Sealed Tender together with duly completed Tender Form together and Pricing Document;
2. Compliant Tender and any Alternative Tenders (where alternative tenders are permitted by the Conditions of Tendering);
3. Information/Detailed Methodology/documentation or otherwise, as required to be produced in respect of any of the award criteria set out in Schedule 7 or Appendix 4 to this ITT;
4. Details of any subcontractors or specialist firms to be used by the Tenderer;
5. Confirmation that the Tenderer will provide the insurances as specified in the Contract and details of insurance which Tenderers hold or intend to use in compliance with the Contract;
6. Completed Insurance Questionnaire;
7. Completed Employee Declaration;
8. Current Tax Clearance Certificate;
9. VAT registration details (if applicable) ;
10. Completed Declaration of Conflicts and details of any conflicts of interest);
11. Completed Declaration of Eligibility **or** Letter of Confirmation re Declaration of Eligibility;
12. Completed Confirmation Regarding Information Provided During Pre-Qualification;
13. All other information expressly or implicitly required by the Conditions of Tendering, the Specification and the Contract.

SCHEDULE 2

IARNROD EIREANN INSURANCE QUESTIONNAIRE

ATTACHED

SCHEDULE 3

DECLARATION OF CONFLICTS

CONTRACT FOR THE SUPPLY OF GOODS TO IE (Contract Reference Number 6797)

CONFLICT OF INTEREST DECLARATION

DATED:

I _____ (insert full name)

Of _____ (insert company name)

(the “**Company**”)

Of _____ (insert Company address)

Declare, as follows:

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

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

Signed by [_____]

Duly Authorised

For and on behalf of:

[_____]

Authorised Signatory

[name and title in block capitals]

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

SCHEDULE 4

DECLARATION OF ELIGIBILITY in relation to the Exclusion Grounds

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

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

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

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

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

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

ADDRESS:

COUNTRY:

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

1. the Tenderer itself or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer has not been the subject of a conviction for one or more of the following reasons:
 - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the law of Ireland or the law of the Member State of the European Union, other than Ireland, in which the Tenderer is established;
 - (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
 - (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

- (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

2. the Tenderer:

- (a) is not in breach of its obligations relating to the payment of taxes or social security contributions;
- (b) in the performance of a public contract, has not failed to comply with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;
- (c) is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under the law of Ireland;
- (d) is not guilty of grave professional misconduct;
- (e) has not entered into agreements with other economic operators aimed at distorting competition;
- (f) is not aware of any conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
- (g) has not had any prior involvement in the preparation of the procurement process;
- (h) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- (i) has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EU;
- (j) has not undertaken to unduly influence the decision-making process of Iarnród Éireann-Irish Rail, to obtain confidential information that may confer upon it undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

SIGNATURE _____

DATE: _____

NAME: _____

TEL: _____

POSITION: _____

FAX: _____

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

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

FULL NAME (in block capitals): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

(Signature must be that of a Director/Principal)

Witness: _____

Name: (Block Capitals) _____

Occupation: _____

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

OR

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

(on letterheading of Tenderer)

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

DATED:

RE: **Tender for a Contract for the Supply of Goods to Iarnród Éireann-Irish Rail ("IE"), Contract Reference No 6797**

Dear Sirs,

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

Yours faithfully

DIRECTOR/PRINCIPAL

For and on behalf of []

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

Company Name

Block capitals

Position

Date

$$\{ \quad \quad \quad seal \quad \quad \quad \}$$

Director

Director/Secretary

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SCHEDULE 6

CONFIRMATION REGARDING INFORMATION PROVIDED DURING PRE-QUALIFICATION

To: Procurement Manager

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

**Re: Tender for Contract for the Purchase of Goods by IE
(Contract Reference Number 6797 (the “Contract”).**

DATED:

Dear Sirs,

We hereby confirm that:

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

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

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

[tenderers to insert relevant detail]

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

Yours faithfully

.....
[DIRECTOR/AUTHORISED SIGNATORY]

Name: []

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

Having its registered office at: []

And place of business at: []

SCHEDULE 7

AWARD CRITERIA AND WEIGHTINGS AND SCORING METHODOLOGY

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

AWARD CRITERIA AND WEIGHTINGS (INCLUDING ANY SUB-CRITERIA)

Cost 50% (500 marks)

Technical Compliance 46% (460 marks)

Lead Time 4% (40 marks)

SCORING METHODOLOGY

Cost:

Tenderers will be required to complete all elements of the Pricing Document and where indicated transfer the grand total to the Tender Form. Scores relating to the total cost will be evaluated against the following mathematical formula:

$$\frac{\text{Total Cost Maximum Score (1000)} \times \text{Lowest Total Cost of responsive valid tender}}{\text{Total Cost of actual tender (n)}} \quad \text{Tender (n) score under total cost}$$

Technical Compliance

Each item will be scored out of 10 as follows:

Compliance	Score out of 10
100%	10
70%	7
50%	5
30%	3
0% (Non Compliant)	0

Note: 1. Cameras that are not ONVIF S Compliant will receive 0 Points.

2. Tenderers must achieve a minimum of 60% of the total available marks i.e. 276 out of 460 in order to be included in the overall evaluation.

Tenderers should note:

- 1 "Lead Time" will be scored on the basis that where IE has specified a required lead time, bids which exceed meet this lead time will be awarded the maximum available score under this criterion. Tenders which exceed the required lead time but which do not exceed 5 weeks will be scored as per table below. Bids which propose a lead time of greater than 5 weeks will not be considered and shall be deemed non-compliant.

Tenderer's Proposed Lead Time	Score out of 40
3 weeks	40
4 weeks	25
5 weeks	15
Over 5 weeks	0

SCHEDULE 8

CONTACT DETAILS FOR TENDER PROCESS AND TENDER QUERIES

With reference to Condition 7.2 of the Conditions of Tendering, all queries regarding the ITT or Contract or any other element of the ITT should be addressed in writing by email only please to the following person:

Name: Sinead Leonard

Email: sinead.leonard@irishrail.ie

to arrive not later than **5 Working Days** before the Closing Date. It is the Tenderer's responsibility to ensure that all queries are received by IE.

With reference to Condition 7.3 of the Conditions of Tendering, copies of all queries submitted to IE pursuant to Condition 7.2 of these Conditions of Tendering and IE's answers will be circulated to all Tenderers not less than **3/ Working Days** before the Closing Date.

Appendix 1

TECHNICAL SPECIFICATION

for the Supply of Goods to IE

ATTACHED

APPENDIX 2

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

Code of Conduct – Attached

Applicable IE Standards - Attached

APPENDIX 3

FORM OF STANDARD CONTRACT FOR THE PURCHASE OF GOODS BY IE

Attached

APPENDIX 4

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

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

AWARD CRITERIA, WEIGHTINGS AND SCORING METHODOLOGY APPLICABLE TO EACH LOT:

[]

FURTHER INFORMATION AND REQUIREMENTS OF IE CONCERNING THE LOTS

[]

DATED 9TH JUNE 2017

CONDITIONS OF TENDERING

FOR

THE PURCHASE OF GOODS

BY

IARNRÓD ÉIREANN-IRISH RAIL (“IE”)

Contract Reference Number 6797

Iarnród Éireann-Irish Rail
Procurement Department
Inchicore Works
Dublin 8
Ireland
140608/26/SJK/