

**Institute of Technology, Tallaght,
Tallaght,
Dublin 24**

Invitation to Tender for a Backup Solution.

Issued 22nd June 2009

Tender Document CS-090601-HEANet

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CONTENTS

1. INTRODUCTION	4
2. TENDER CONDITIONS	4
2.1 RESPONSE TO INVITATION TO TENDER DOCUMENT	4
2.2 TENDER DEADLINE AND SUBMISSION DETAILS	4
2.3 CLARIFICATIONS OF INVITATION TO TENDER	5
2.4 VALIDITY OF TENDER	5
2.5 TENDER CURRENCY	5
2.6 FIXED PRICE	5
3. CONTRACT CONDITIONS	5
3.1 CONTRACT	5
3.2 TRANSFER OF OWNERSHIP	6
3.3 PAYMENT TERMS	6
3.3.1 <i>Payment</i>	6
3.3.2 <i>Note on Commissioning</i>	6
3.4 WARRANTY	6
3.4.1 <i>Minimum Warranty</i>	6
3.4.2 <i>Extended Warranty</i>	6
3.5 INSURANCE	6
3.5.1 <i>Public and Employers Liability Insurance</i>	6
3.5.2 <i>All-Risks Equipment Insurance</i>	7
3.5.3 <i>Validity of Insurance Cover</i>	7
3.6 PROJECT SCHEDULE	7
3.7 DEPENDENCIES	7
3.8 INTEROPERATBILITY WITH EXISTING SYSTEMS	8
3.9 HEALTH AND SAFETY	8
3.10 REVIEW	8
3.11 DURATION OF CONTRACT	8
3.12 CRITERIA FOR QUALITATIVE SELECTION AND TAX CLEARANCE	8
3.12.1 <i>Criteria for Qualitative Selection</i>	8
3.12.2 <i>Tax Clearance Certificate</i>	9
3.13 FREEDOM OF INFORMATION	9
4. TENDERING COMPANY DESCRIPTION	10
4.1.1 <i>Tendering Company Description for Evaluation</i>	10
4.1.2 <i>References to similar work</i>	10
4.1.3 <i>Quality Assurance</i>	10
4.1.4 <i>Information Security</i>	10
4.1.5 <i>Equipment and Software proposed</i>	10
4.2 TENDER EVALUATION	11
4.2.1 <i>General</i>	11
4.2.2 <i>Qualification of Company and Tender</i>	11
4.2.3 <i>Evaluation against Award Criteria</i>	11
4.2.4 <i>Clarifications during Evaluation</i>	12
4.3 SUB-CONTRACTORS	12
5. TECHNICAL SPECIFICATIONS	13
5.1 DETAILS OF CURRENT HEANET/ ITT DUBLIN BACKUP INFRASTRUCTURE	13
5.2 CURRENT BACKUP SOLUTION	13
5.3 REQUIREMENTS	14
5.4 CLOSING DATE	14
5.5 ADDITIONAL INFORMATION	14
5.6 NORMAL HOURS	14
5.7 24-HOUR	15
5.8 LIFE CYCLE OF OFFERED EQUIPMENT	15

5.8.1	<i>Upgrades.....</i>	15
5.9	COMPLIANCE STATEMENTS.....	15
5.9.1	<i>EMC.....</i>	15
5.9.2	<i>CCITT/RFC Standards and Recommendations.....</i>	15
6.	INSTALLATION, TESTING, COMMISSIONING, DOCUMENTATION & TRAINING.....	15
6.1	INSTALLATION	15
6.1.1	<i>Installation Schedule.....</i>	16
6.1.2	<i>Installation Working Hours</i>	16
6.1.3	<i>Site Survey.....</i>	16
6.1.4	<i>Supervision.....</i>	16
6.1.5	<i>Testing.....</i>	16
6.1.6	<i>Commissioning.....</i>	16
6.1.7	<i>Documentation.....</i>	16
6.1.8	<i>Training</i>	16
6.1.9	<i>Licenses.....</i>	18
7.	ITEMS TO BE SUBMITTED WITH THE TENDER	19
APPENDIX I		20
	<i>CONDITIONS OF TENDER.....</i>	20

1. INTRODUCTION

Keywords:

Invitation to Tender for the HEANet Backup System.

Background

Institute of Technology, Tallaght (ITT Dublin) is a third level College situated in South County Dublin. It was established as a Regional Technical College in 1992. There are now over 4,300 students enrolled, of whom, 1,800 are pursuing their studies on a part time basis.

ITT Dublin maintains a number of key systems for HEANet. This Tender calls for options on the replacement of hardware and options on the replacement or extension of service of the existing Backup System installation.

The following schedule is envisaged for the project:

22 nd June 2009	Dispatch of Contract notice to E-Tenders
10 th July 2009	Deadline for request for documentation
4 th August 2009	Deadline for receipt of Tenders (12:00 noon)
12 th August 2009	Successful supplier chosen
19 th August 2009	Contract formulation
1 st September 2009	Contract Starts

The tender and contract conditions together with technical specifications are given in the following sections. ***ITT Dublin reserves the right not to accept the lowest or any tender or part thereof.*** Tenders will be judged on the criteria as outlined in section 4.2

2. TENDER CONDITIONS

2.1 RESPONSE TO INVITATION TO TENDER DOCUMENT

Each clause of this Invitation to Tender document shall be responded to by referencing the clause number and stating, as appropriate to the context, whether or not the clause is complied with (Comply / Do not Comply), accepted (Accepted / Not Accepted) or noted (Noted). Absence of statements will imply compliance, acceptance or noted as appropriate to the context.

Data supporting the statements of compliance and non-compliance shall be given in each case.

2.2 TENDER DEADLINE AND SUBMISSION DETAILS

The deadline for receipt of tenders is **12:00 noon, 4th August 2009.**

Tenders shall be clearly marked “Invitation to Tender for the HEANet/ITT Dublin Backup Solution.” and be addressed and delivered to:

**Pauline Byrne,
Computing Services,
Institute of Technology, Tallaght,
Tallaght,
Dublin 24.**

3 individual copies of the tender shall be submitted along with a soft copy on CD / DVD.

2.3 CLARIFICATIONS OF INVITATION TO TENDER

Requests for clarification of any issue in the Invitation to Tender Document should be made to:

Contact:	Martin McCarrick Nigel Hughes
Phone:	+ 353 (0)1 4042002
Fax:	+ 353 (0)1 4042700
Email:	Tender2009@itttdublin.ie

2.4 VALIDITY OF TENDER

During the lifetime of the contract the Institute may wish to add, remove, upgrade or downgrade equipment based on usage profiles and tenderers must indicate how they will allow for this. The contract may be terminated by either party giving three months written notice.

2.5 TENDER CURRENCY

All prices given in the tender shall be in Euro's. The current VAT rates that apply shall be indicated in the pricing schedule.

All pricing should indicate the VAT rate, Gross price and Nett price.

2.6 FIXED PRICE

The tender shall be on a fixed price basis.

3. CONTRACT CONDITIONS

3.1 CONTRACT

The Contract Document shall include this Invitation to Tender document, the Institutes “General Conditions of Tender for Supplies” dated 31/04/2006, (and as included as Appendix V) the contractor’s tender, all related correspondence and clarifications, agreed amendments and undertakings documented during the evaluation, a priced Order Document, and an agreed Project Schedule.

3.2 TRANSFER OF OWNERSHIP

Ownership shall be transferred to ITT Dublin upon commissioning, unless specifically stated otherwise and agreed in advance.

3.3 PAYMENT TERMS

3.3.1 Payment

Payment terms shall apply as follows:

All equipment installed, tested and commissioned:

Normal ITT Dublin payment procedures will apply.

Payment will be quarterly in arrears for support and maintenance contracts.

3.3.2 Note on Commissioning

Commissioning will be completed when ITT Dublin agree that any equipment has been installed, tested and brought into service to the satisfaction of ITT Dublin. It is not envisaged that minor agreed outstanding items listed will delay commissioning provided there is a firm undertaking, in writing, by the contractor to complete them within an agreed time-scale.

3.4 WARRANTY

3.4.1 Minimum Warranty

The Contractor shall guarantee the workmanship, materials and software used for a period of at least 12 months after commissioning. The guarantee shall cover materials, software and labour required to restore the system to working order to the satisfaction of ITT Dublin . Any additional costs associated with this requirement should be clearly stated.

3.4.2 Extended Warranty

Tenderers should indicate what equipment offered attracts a warranty of greater than 12 months duration and shall provide details.

3.5 INSURANCE

3.5.1 Public and Employers Liability Insurance

The Contractor shall secure and maintain such Insurance from an Insurance company authorised to write Insurance in the Republic of Ireland as will indemnify himself, his Sub-Contractors, and ITT Dublin, its staff and advisors, from all claims for bodily injury, death or property damage which may arise from operations under this Contract. Bodily

injury and Death Insurance shall provide coverage for all persons of any age. The amount of this public liability cover and the cost allowed in the tender shall be at least €6,400,000 (euros) and employers liability in the sum of €12,700,000 (euros).

3.5.2 All-Risks Equipment Insurance

The Contractor shall also hold all materials, equipment or goods to be supplied and delivered under this Contract insured against fire, damage, loss, theft, confiscation, transportation, etc., for the full Contract value and for the period from the acquisition of these materials, equipment or goods in any form. The cost of this insurance allowed in the tender shall be stated.

3.5.3 Validity of Insurance Cover

The validity of all Insurance Policies providing cover for ITT Dublin including Public Liability, Employers Liability and all risks shall last until the end of the commissioning period. Policies covering all risks to all materials, equipment or goods shall last until commissioning of the advanced network management has been completed and the system handed over to ITT Dublin.

3.6 PROJECT SCHEDULE

The lead times from order to delivery, installation and commissioning shall be stated. Tenderers shall propose a project implementation programme detailing the installation, testing and commissioning activities to be carried out on site.

The following schedule is envisaged (provisional) for the full project:

4 th August 2009	Deadline for receipt of Tenders (12:00 noon)
12 th August 2009	Successful supplier chosen
19 th August 2009	Contract formulation
1 st September 2009	Contract Starts

3.7 DEPENDENCIES

The tenderers shall identify any dependencies upon which the project schedule is contingent. The party (e.g. the tenderer, ITT Dublin etc) responsible for each dependency shall also be identified.

3.8 INTEROPERATBILITY WITH EXISTING SYSTEMS

The Contractor shall be responsible for ensuring the full interoperability of all systems and to solve any interoperability problems insofar as they relate to the backup solution.

They are as follows:-

Supplier	Software
Microsoft	Windows 2000, 2003, MS SQL Server 7
Messaging Architects	Netmail 3.6
MySQL	Version 5
Novell SUSE OES	Version 10
Novell eDirectory	eDirectory v8.7

These are the main services in use that will need to be backed up by any solution.

Please outline any other software or services that you feel could add value to your proposal.

All costs associated with any software should be detailed and full detail of the software is to be included.

3.9 HEALTH AND SAFETY

The contractor shall comply in all respects with the Safety, Health and Welfare at Work Act, 2005, and any other acts amending that act and with any Statutory Instruments or Regulations issued thereunder.

3.10 REVIEW

The project shall be subject to regular review during both the implementation and post-commissioning periods.

3.11 DURATION OF CONTRACT

This tender is for supply and installation of equipment. It shall be valid for at least 12 months for drawdown and may be extended The contract may be terminated by either party giving three months written notice.

3.12 CRITERIA FOR QUALITATIVE SELECTION AND TAX CLEARANCE

3.12.1 Criteria for Qualitative Selection

Tenderers shall examine from Chapter VII, Articles 44 to 52 of the EU Council Directive 2004/18/EC, and in particular the following extract, co-ordinating procedures for the award of public supply contracts and declare whether any of the exclusions apply in his case:

Article 45 (2).

Any economic operator may be excluded from participation in a contract where that economic operator:

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

3.12.2 Tax Clearance Certificate

Before a contract is awarded, the successful contractor (and agent, where appropriate) will be required to promptly produce a Tax Clearance Certificate or Certificate of suitability from the Irish Revenue Commissioners. In addition, contractors shall retain records of tax reference numbers for any sub-contractors where payments exceed €635 (including VAT).

All payments under the contract will be conditional on the contractors being in possession of a valid certificate at all times.

3.13 FREEDOM OF INFORMATION

The following conditions in relation to the freedom of Information Act should be noted:

ITT Dublin undertakes to hold confidential information provided in response to any Invitation to Tender subject to its obligations under law. These obligations include the Freedom of Information Act, which comes into effect for the Institute of Technology, Tallaght from 1st October 2001. Under this Act, requesters may seek records of a non-personal nature dated from 21st April 1998.

Tenderers are asked to consider if any of the information supplied by them in response to this Invitation should not be disclosed because of its sensitivity. If this is the case, tenderers should identify such information and specify reasons for

its sensitivity. ITT Dublin will consult with tenderers about sensitive information before making a decision on any Freedom of Information request received.

If tenderers consider that none of the information supplied by them is sensitive, they should make a statement to that effect. Such information may be released in response to a Freedom of Information request.

4. TENDERING COMPANY DESCRIPTION

4.1.1 Tendering Company Description for Evaluation

A brief description of the company, including specialist qualifications and partnerships with suppliers

4.1.2 References to similar work

Provide reference sites for similar projects, which may be contacted, ideally in the higher education sector. A good track record in the higher education sector is desirable. Site visits may be arranged to inspect these projects. Site visits may be in advance of tender information being supplied, or after the closing date for submission of tenders.

Please include references to other projects that have made use of the services or tools you are proposing and indicate which of the services or tools they are using.

4.1.3 Quality Assurance

A brief description of quality assurance procedures and standards adhered to for installation and ongoing support should be submitted. It is preferred that the contractor be ISO accredited, this accreditation to be for the company's activity in the area of network design, installation and maintenance.

4.1.4 Information Security

Please provide details of the security procedures you have in place. Particular attention should be paid to the security of any vulnerability assessments, reports or similar privileged information and the staff that will have access to those reports and services.

4.1.5 Equipment and Software proposed

Please provide details of the hardware and software (if any) you propose to use as well as the supplier of software, manufacturer of the hardware and any other details you feel may be beneficial to your submission.

4.2 TENDER EVALUATION

4.2.1 General

Tender evaluation will be as per criteria stated previously (Section 1.0) and will be determined on a split phase evaluation as follows:

- Qualification of Company Tendering.
- Evaluation against award criteria.

4.2.2 Qualification of Company and Tender

The first phase of evaluation of the responses will determine whether tenders are qualified to be considered for award. Only those tenders meeting the qualification criteria will go forward to the second phase for award evaluation.

The qualification criteria are:

- Tender submission deadline met; (No late submissions will be accepted under any circumstances). It is the responsibility of the tenderer for timely submissions.
- Completeness of documentation supplied. Tenders shall be complete;
- Ability of the tenderer to meet all of the technical specifications;
- Ability of the tenderer to meet the maintenance and support requirements set down in this Invitation to Tender;
- Appropriate and credible profile of tendering company to undertake and support the proposed project, with suitable reference sites.
- Financial standing of Tenderer.

4.2.3 Evaluation against Award Criteria

The qualified tenders shall then be evaluated for contract award. The award shall be made on the basis of the most economically advantageous tender using the following criteria:

(a) Technical Compliance with the Specification and Overall Performance

Tendered solutions shall comply with the technical specifications, including Section 7.

(b) Tenderer's Ability to support the services.

The contractor's organisation and track record in the provision of support will be assessed. A track record in the education sector is desirable.

(c) Ability to complete the work within the time scales

The tenderer's ability to provide adequate resources to complete the project within the time scales will be considered.

(d) Future Development Potential

The future development potential of the tenderer and the services will be assessed. This will include:

- development plans, i.e. future upgrades both scheduled and possible, within the equipment configuration proposed.
- the ease of expansion within the services and software proposed;

(e) Cost

Tenders shall be assessed on the basis of costs, reliability and performance of Equipment.

(f) Interoperability

Tenders will be assessed on the planning and co-ordination of the interoperability requirements based on the criteria set out in section 3.8

4.2.4 Clarifications during Evaluation

Clarifications will be sought as necessary during the evaluation process. Such clarifications shall not materially change the substance of the tender.

Apart from clarifications requested, no other communications in respect of this Invitation to Tender will be handled during the evaluation process.

4.3 SUB-CONTRACTORS

If the tender proposal includes any element of Sub-Contracting, full details of that sub-contract, sub-contractor and the scope of the sub-contract must be included. It is envisaged that the tendering company shall be the prime contractor.

5. TECHNICAL SPECIFICATIONS

5.1 DETAILS OF CURRENT HEANET/ ITT DUBLIN BACKUP INFRASTRUCTURE

The HEANet project has an existing solution for backups. However the hardware associated with that system will soon run out of warranty and requires replacement. ITT Dublin, on behalf of HEANet houses and maintains the physical infrastructure for the backup solution. The servers that are to be backed up are physically on site in Tallaght.

The Current Hardware comprises of a Dell PowerEdge 2800 Server with 1 Intel Xeon 2.8Ghz CPU, 1Gb RAM and 1Tb of internal storage. The majority of this disk storage is used as a local disk pool. The Dell Server is connected to a Dell PV-136T tape library by SCSI.

The P-V136T has 3 LTO 2 SCSI drives with 60 Slots and a 12 slot mailbox. Exported tapes are held in a Fire Safe on campus but separate from the tape library.

Both the server and the tape library are due to run out of warranty in December and require replacing.

The software in use is CommVault Galaxy version 7.0. Commvault is licensed for the following number of client systems.

Windows (both desktop and server)	4
Microsoft SQL	1
Linux (Incl Suse, Debian and Red Hat)	4
Novell Netware	3
Novell NDS Services	3

The Novell Netware and NDS Services are now retired and are no longer needed.

The general requirements are as follows:

5.2 CURRENT BACKUP SOLUTION

The system runs with 3 Storage Policies.

“Backup to Disk” which stores data in the disk pool is retained for 5 days and archived for 45 days.

“Daily copy to tape” which stores data using the LTO tapes is retained for 28 days or 4 cycles.

“Monthly copy to tape” which stores data using the LTO tapes is retained for 45 days or 1 cycle. Any data older than 365 days is marked for removal.

There are separate schedule policies for NDS, Netware, Linux, SQL, Windows 2000 and Windows 2003. This is to allow a granular level of scheduling of specific types of server.

These policies are currently in place and ITTDublin are open to any suggestions for their further refinement as a part of this process.

The current system attracts a “mission critical” support contract with 4 hour fulfilment on spare parts if needed.

5.3 REQUIREMENTS

ITT Dublin are looking for options to enhance or replace any and/or all services to ensure the continued backup services for the currently licensed servers.

This may be an enhancement of the existing CommVault solution or the replacement with an alternative.

All Hardware must come with a 5 year warranty and all software must include all costs for a 5 year term. Any year on year ongoing costs, aside from consumables, should be kept to a minimum and where possible options on including these costs should be included in the year 1 cost for the 5 year term. Any reoccurring costs should be noted.

All Hardware and software must include pricing on support options for the 5 year term. Options should be given on all available support offerings (e.g. 24x7, NBD, 9-5 Mon-Fri) etc.

All prices should include VAT and detail the implementation costs (if any) of any proposed system.

ITT Dublin will accept bids for different configurations as options – i.e. Configuration 1 is the continuation of the CommVault system and Configuration 2 is the replacement with an alternative.

ITT Dublin requires as a part of any tender that full support for the proposed hardware and software for the term of the contract.

ITT Dublin is open to all options including managed service contracts, remote services etc.

5.4 CLOSING DATE

The closing date for receipt of a complete tender document is 4th August 2009 @ 12 noon.

5.5 ADDITIONAL INFORMATION

Each aspect of the tenderers offering shall be offered and costed as a separate item.

Costs for “groups” of products or services should also be supplied. Discounts for purchasing multiple groups or services should be indicated.

Where VAT applies, the amount of VAT payable shall be clearly indicated.

Tenderers shall detail the basis for calculation to provide maintenance and support for any future equipment purchased, to include information on software upgrades if required.

5.6 NORMAL HOURS

The Tenderer shall state on what conditions and terms they are prepared to provide the monitoring, management and maintenance during normal business hours, viz. 08.00-20.00 hours, Monday to Friday, excluding public holidays and official Irish bank holidays although in response to an incident or invocation of a forensic investigation these hours may need to be extended to expedite a resolution.

This service shall include all parts and labour costs.

5.7 24-HOUR

The Tenderer shall state on what conditions and terms they are prepared to provide the monitoring, management and maintenance for full 24-hour, 365 days a year cover. This service shall include all parts and labour costs.

5.8 LIFE CYCLE OF OFFERED EQUIPMENT

In response to this section, tenderers shall detail the date of introduction to the market of all offered active equipment, together with their assessment of each product's stage in its life cycle and, in each case shall identify any proposed new products which will update/replace it.

5.8.1 Upgrades

Methods of upgrading configurations and software (and hardware upgrades if applicable) shall be described. It shall be possible to perform upgrades either in or out of band. The preferred method of upgrade shall be indicated.

5.9 COMPLIANCE STATEMENTS

5.9.1 EMC

All equipment offered shall conform to the EMC directive 89/336/EEC (as amended by 91/263/EEC & 92/31/EEC).

5.9.2 CCITT/RFC Standards and Recommendations

All equipment shall comply with appropriate CCITT and RFC standards and recommendations.

6. INSTALLATION, TESTING, COMMISSIONING, DOCUMENTATION & TRAINING

This section details the attendant services required to complete the installation, testing and commissioning of the service, should such a service be required.

6.1 INSTALLATION

Important points for the tenderer are:

- The equipment (in a cabinet, including all cables, connector panels and other cabinet accessories) shall be installed (according to ITT Dublin directions) at the

stated location by the contractor. A site survey shall be performed beforehand by the contractor to plan this activity.

- Complete and appropriate documentation shall be provided by the contractor. Commissioning will not be considered to be complete until such documentation has been provided in its entirety.
- Any software installation requirements shall be included in the price of any bid.

6.1.1 Installation Schedule

Tenderers shall submit an Installation Schedule

6.1.2 Installation Working Hours

Installation may proceed during normal working hours where possible. However final commissioning and test may be required to be completed out of hours to minimise disruption to existing college services. It is intended that there should be minimum disruption to normal network services during the installation and commissioning of equipment or services.

6.1.3 Site Survey

The Contractor shall conduct a site survey to determine the necessary requirements to ensure that the solution offered is practicable.

6.1.4 Supervision

All installation work in progress will be monitored and inspected by ITT Dublin.

6.1.5 Testing

Tenderers shall provide a description of their standard test procedures, including acceptance and rejection criteria. A description of test equipment to be used shall also be proposed for approval by ITT Dublin.

6.1.6 Commissioning

On completion of works, the satisfactory completion of the above tests and accompanying documentation(see section 6.1.7.), the installation shall be deemed to be commissioned.

6.1.7 Documentation

As part of the support contract, documentation shall be provided, in ITT Dublin standard formats, for the system as installed and commissioned. This documentation shall be provided in printed and electronic format, and shall include:

1. Detailed diagrams of installed Equipment, connections and software.
2. Configuration details, and backup copies thereof
3. Methods of upgrading configuration files and software
4. Contact details and escalation points.
5. Any other details the tenderer deems necessary

6.1.8 Training

The Supplier shall provide adequate training for ITT Dublin's network support staff.

As part of ITT Dublin's training requirements above, the Contractor shall train the ITT Dublin's nominees in the equipment functionality covering all levels of the solution proposed.

Costs shall be clearly indicated in the tender for training a minimum of 4 persons. It is expected that the bulk of the above training will be carried out at ITT Dublin.

PRICING TABLE

A pricing table, detailing each individual Support, Service and Maintenance components shall be completed and submitted with the tender. This will include individual pricing options for the items in listed in Section 5.3

While individual prices are required, the tenderer shall indicate any discounts that will apply should multiple services be drawn down.

Where VAT applies, the amount of VAT payable on each item shall be separately and clearly indicated.

All total prices must be in words as well as numbers.

Any WEEE costs should be clearly outlined.

6.1.9 Licenses

The costs of any ongoing licensing requirements shall be detailed, and costed in the Pricing Tables.

7. ITEMS TO BE SUBMITTED WITH THE TENDER

The tender shall comprise:

1. A brief overview of your company (no more than 3 pages).
2. A detailed response to each section to this Invitation to Tender.
3. A detailed description of the solution proposed.
4. Completed Pricing Table for all options offered in accordance with section 3 of the Institutes General Conditions of Tender for Supplies.
5. Supporting equipment specifications and descriptions.
6. An implementation plan.
7. 5 individual copies of all documentation and a soft copy on CD/DVD.

APPENDIX I

General Conditions of Tender

CONDITIONS OF TENDER

1.0 INTRODUCTION

2.0 NOTICE TO TENDERERS

- 2.1 The attached Notice and Conditions of Tender should be read carefully before submission of Tender Documents. These conditions form part of any contract entered into between Institute of Technology, Tallaght and Tenderer.

2.2 Tax Clearance Certificate

It will be a condition of the award of a contract that the Tenderer must be able to produce within seven working days of being requested a Tax Clearance Certificate and/or statement of suitability from the Revenue Commissioners.

2.3 Title

Goods with a reservation of Title Clause will not be accepted.

2.4 Company Documentation

Firms Documentation must comply with the requirements of the Relevant Acts/Authority of the Country of the Tenderer.

2.5 Evaluation of Tenders

Evaluation of tenders will be based on An Outline of Government Contracts Procedures, copies of which may be purchased from any bookseller or directly from the Government Publications Sales Office, Sun Alliance House, Molesworth Street, Dublin 2.

3.0 GENERAL REQUIREMENTS

Suppliers may tender for complete or partial packages, although only part of a tender may be purchased.

Where bulk discounts or prices contingent on complete systems being purchased apply, these should be clearly stated and prices for single items or part purchases also supplied.

Where a manufacturer's products name is listed in this tender document, it is used solely as a guideline to the required performance and quality. Where National Standards are cited Supplies meeting other authoritative standards of equal or higher quality will also be accepted.

Suppliers should include a detailed technical specification for the products being tendered.

A minimum on site warranty period of one year, from date of installation, is required for all equipment and components.

A cost structure form must be completed for each item, in addition the tenderer should state:-

- a. manufacturer of the equipment
- b. delivery time
- c. installation time
- d. installation costs
- e. environmental requirements and associated costs
- f. electrical requirements
- g. geographical restrictions eg for networks the maximum distance between nodes
- h. the cost and level of available maintenance and service contracts
- i. warranty periods and terms
- j. technical support provided through startup period
- k. documentation provided with system (number of copies, rights relating to reproduction, availability of microfiche copies of manuals).
- l. in the event of several suppliers, the maintenance responsibilities of each should be clearly identified.
- m. The arrangements and costs regarding supply and copying of applications software.
- n. The arrangements and costs of licensing of software and network based site systems including multiple sites.
- o. The applications software maintenance and support service offered either on a single site or multiple site/single licence type agreement.
- p. Training - on site and off site.

4.0 CONDITIONS OF TENDERING

4.1 Tenders

- 4.1.1 The tenderer shall price each item separately but must submit a summary page giving the total tender price both in figures and in words. The tender price shall include all transport charges, all taxes and duties, packing, delivery, unloading, placing in final position in rooms, cleaning down and commissioning all items, also insurance of goods and persons and other such charges current at date of submission of labour. The responsibilities regarding knowledge of the operation or amount of any of these charges shall lie with the Tenderer and no allowance shall be made for them after submission of tender.

In the event of conflict of interpretation between figures and words, the words will be deemed to be conclusive as to the tender price. In the event of differences between the total of individual cost elements and the total tender price on the summary page, the summary page total will be deemed to be conclusive. The Institute accepts no responsibility for the effect of internal arithmetic errors in the tender document.

4.1.2 The summary page shall show separately the following costs:

1. Customs/Duties if applicable
2. Transportation Costs from port of entry to the Institute
3. Irish Value Added Tax at the appropriate rate. Please note that the Institute is liable to VAT irrespective of the source country of invoice.

4.1.3 Any conditions appended by the Tenderer which are at variance with these conditions shall invalidate the tender.

4.1.4 The Tenderer shall return these tender documents complete and all parts shall be binding.

4.1.5 No alterations shall be made after opening of tenders that shall alter the character of the tender.

4.2 Award of Contract:

4.2.1 The lowest or any tender need not necessarily be accepted.

4.2.2 The award of contract will be made to the Tenderer submitting the most economically advantageous tender (M.E.A.T.).

The evaluation criteria includes the following:

Price

Delivery date

Running cost

Cost effectiveness

Quality

Aesthetic and functional characteristics

Technical merit

After sales service

Technical assistance

4.2.3 The Tenderer must comply fully with the conditions of contract.

4.2.4. Tender amounts should be in Euro. Tenderers may submit their tender in their local currency with a fixed conversion into Euro. The conversion factor must be stated. Tenderers will bear the risk of currency fluctuations between the date of tender and the supply of goods or services. All invoices must be in Euro computed at the conversion rates stated in the tender.

4.3 Standards:

- 4.3.1 Applicable standards are those National Standards implementing European Standards. Where such standards, are cited, supplies meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned will also be accepted.
- 4.3.2 Where reference is made in the specification to specific brand names, catalogue numbers or type of equipment, supplies which have similar characteristics and provide equal performance and quality to those specified will also be accepted. Supporting documentation in the English language should be furnished.

4.4 Patented Articles:

- 4.4.1 Patented articles supplied under the contract shall be marked in accordance with the provisions of the Patent Acts in the country of origin. The Contractor shall indemnify the client against any action, claim or demand for infringement of any Patent rights in respect of any articles supplied under the contract, or for royalty or damage in respect thereof.

4.5 Disclosing Tenders:

- 4.5.1 Acceptance of tender documents by a tenderer shall be held to imply a guarantee that the amount of his tender will not be disclosed by the tenderer to any person or body prior to the lodgement of the tender and that a wholly bona fide tender will be submitted.

4.6 Acceptance:

- 4.6.1 Tenders will remain open until the time and date specified in the advertisement. Tenders received after the closing time will not be considered.
- 4.6.2 The acceptance by the Institute of this tender will constitute a binding and enforceable contract.

4.7 Access to Works:

- 4.7.1 The Institute or any person authorised by the Institute shall at all reasonable times have access to the workshops of the Tenderer or other place where work is being prepared or stored for this contract.

4.8 Casing and Protection:

- 4.8.1 The Tenderer shall be responsible for the protection of his works during execution and Contractors who bring work on site during the course of the installation will be responsible for the protection of these items until the client takes formal possession.

4.9 Retention:

- 4.9.1 On completion of the work described in these documents to the satisfaction of the client, a payment of 95% of the total amount of the contract will be made, 5% of the contract sum will be retained until satisfactory completion of order. In case of items which require commissioning, a payment of 80% will be made on delivery. Further 20% will be made when items are installed, cleaned down, commissioned and in satisfactory working order.

4.10 Prices:

- 4.10.1. All prices quoted remain firm for a period of not less than 90 days from the closing date of the tender.
- 4.10.2 Tenderers will not be reimbursed for any trouble or expense incurred in tendering.
- 4.10.3 Where a sample is requested for evaluation purposes, all costs incurred including Carriage and collection after evaluation shall be borne by the Tenderer.

5.0 CONDITIONS OF CONTRACT:

- 5.1 The Tenderer shall mean the person, firm or corporate body whose tender shall be accepted by the Institute of Technology, Tallaght: 'The Supplies' shall mean the supplies described in the specification.

5.2 Supplies:

- 5.2.1 The supplies shall be delivered to the satisfaction of the Institute of Technology, Tallaght in strict conformity with the specification.
- 5.2.2 The Contractor shall deliver the supplies within the time limited in the specification/tender.

5.3 Quality:

- 5.3.1 Should any delivery be found to be inferior in quality or manufacture or otherwise not in accordance with the specification, the Institute of Technology, Tallaght shall have power to reject it and in the event of such rejection, or of the quantities ordered not being delivered at the specified dates, the Institute of Technology, Tallaght may order elsewhere, charging the Contractor with whatever price he may have to pay over and above the contract price.

5.4 General and financial

- 5.4.1 Prior to placing of contract, the Institute of Technology, Tallaght may request sample of items for inspection/testing.
- 5.4.2 The acceptance by the Institute of Technology, Tallaght of all articles shall be subject to an examination by the ITT as to the compliance with performance requirements. Such articles as are found to be inferior or defective in quality or to differ from the standard, may be rejected. The Contractor shall remove all

rejected articles at his own expense within ten days after being required by notice to do so, and no allowance shall be made to the Contractor in respect of any articles so rejected; and such rejected articles shall not be considered as having been delivered under the contract. When the experimentation takes place at the Contractor's work the Contractor shall furnish, free of charge, such labour as may be necessary to enable the Institute of Technology, Tallaght's Inspection Officers to carry out on the examination promptly and conveniently. In such cases no articles shall be dispatched, except by special arrangement, which do not bear the Department's seal or mark of acceptance.

- 5.4.3 The Institute of Technology, Tallaght shall be at liberty in setting and valuing the amount due to the Contractor to take into consideration any deficiency in the quality of the supplies or in the quality of the materials and labour employed in the manufacture thereof and to make, on account of the said efficiency, such reduction in price or prices as he may consider reasonable.
- 5.4.4 The Contractor shall not make any alteration in the supplies requested except such as may be authorised or directed by the Institute of Technology, Tallaght and he shall exonerate from all liability and shall make no claim against the Institute of Technology, Tallaght in respect of any alteration not authorised or directed by him.

5.5 Insolvency:

- 5.5.1 The Institute of Technology, Tallaght shall be at liberty upon breach of any of the Conditions of Contract, or upon the Contractor becoming bankrupt or insolvent, or making any assignment for the benefit of creditors forthwith to rescind the Contract altogether and to withhold from the Contractor as absolutely forfeited all moneys which the Contractor might otherwise have claimed under the Conditions of Contract and to do all things that he shall consider proper for having the contract completed and also to recover from the contractor, or deduct from any moneys of the Contractor in his hands, the extra expense occasioned thereby.

5.6 Claims for Payments:

- 5.6.1 The Contractor shall send all claims for payments to the Finance Department, Institute of Technology, Tallaght, Dublin 24.

5.7 Documents:

Here specify any specific documentation sent with the Conditions of Contract.

5.8 Import Acts:

- 5.8.1 If subsequent to the date of the tender any customs or excise duty or import licence fee affecting the material or any part of the material is increased, decreased, imposed, or abolished the amount to which the Contractor shall be entitled under the contract shall be increased or decreased as the case may require by a sum equal to the difference between the amount of duty or licence fee which would have been payable at the date of the tender and the amount actually paid by

the Contractor on the material incorporated in the work under the contract.

OR

If subsequent to the date of the tender any Order made under the Control of Imports Acts, 1934 and 1937, or any Act amending or extending the same should have the result of increasing or decreasing the cost of the Contractor of the material or any part of the material the amount to which the Contractor shall be entitled under the contract shall be increased or decreased as the case may require by a sum equal to the difference between the amount which would have been payable by the Contractor at the date of the tender for the material incorporated in the Contract and the amount actually paid by him for the material consequent to the Order. The Contractor shall, whenever so required by the Institute of Technology, Tallaght, produce for inspection all books, invoices, customs entries, excise entries, receipts for licence fees and other documents in his possession or under his control which may, in the opinion of the Institute of Technology, Tallaght be necessary to determine the amount of any duty, or import licence fee paid on the material or any part thereof, or the difference in the cost of the material or any part thereof to the Contractor consequent on any Order made under the Control of Imports Acts, 1934 and 1837, or any Acts amending or extending same.

5.9 Fair Wages Clauses

5.9.1 The Contractor shall observe and fulfil in the execution of this Contract the following conditions:

The Contractor shall pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employer and trade societies (or in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district, those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further, the conditions of employment generally accepted in the district, in the trade concerned shall be taken into account in considering how far the terms of the Fair Wages Clauses are being observed, and for this purpose also regard shall be had to the conditions of employment generally in the contracting firm. The Contractor shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatever, any portion of his contract without the written permission of the Institute of Technology, Tallaght. Subletting other than that which may be customary in the trade concerned shall be prohibited. The Contractor shall be responsible for the observance of the Fair Wages Clauses by the Sub-Contractor.

5.9.2 In Trades where it is the practice to do so, the Contractor shall cause to be exhibited or have available for inspection a copy of any signed agreement determining the rates of wages and hours of labour commonly recognised by employers and trade societies in the district.

- 5.9.3 If the Contractor shall desire to sub-let any portion of this Contract he shall apply beforehand for and obtain the written permission of the Institute of Technology, Tallaght or his so doing.
- 5.9.4 The Contractor shall keep proper wages books and time sheets showing the wages paid and the time worked by the work-people employed in and about the execution of the Contract, and such wages book and time sheets shall be produced whenever required for the inspection of any officer authorised by the Institute of Technology, Tallaght.
- 5.9.5 In the event of any infringement of any of the conditions specified in this document the Institute of Technology, Tallaght shall have power (without prejudice to any of his rights under any other of the Conditions of Contract) by notice in writing given to, or left at, the last known place of abode or business of the Contractor to determine the Contract without any previous notice to the Contractor. The Contractor shall not be entitled to any compensation in consequence of such determination.

5.10 Interpretation of Contract

- 5.10.1 *Any contract arising from this tender will be governed by Irish Law . Should any question or questions arise as to the interpretation of this contract or as to the execution of any order of work arising from same, such questions shall be settled by the award of the Institute of Technology, Tallaght, subject to the right of appeal by either party to an agreed arbitrator or failing agreement to the President of the Incorporated Law Society or his or her nominee.*
- 5.10.2 Should any question arise as to the observance by the Contractor of the Conditions herein, the matter shall be referred to the Officer appointed by the Institute of Technology, Tallaght for the purpose of the Contract, whose decision on the question whether an infringement of the Conditions has taken place shall be final and binding upon the Contractor and the Institute of Technology, Tallaght respectively.
- 5.10.3 The Contractor shall pay all compensation, damage, expenses and costs which may become legally payable in respect of injury caused to any person, animal, or thing in the course of or in any way arising from the manufacture or delivery of the supplies and shall be answerable to indemnify the Institute of Technology, Tallaght for and against all such compensation, damages, costs and expenses claimed or recovered against him.
- 5.10.3.1 If the contract be delayed
- (a) by force majeure
 - (b) by reason of loss or damage by fire, store or tempest or
 - (c) by reason of civil commotion or strikes affecting any of the trades employed on the works, then in such case the Institute of Technology, Tallaght shall make a fair and reasonable extension of the time for completion of the contract. Upon the happenings of any such event

causing delay, the Contractor shall immediately give notice thereof in writing to the Institute of Technology, Tallaght but he shall nevertheless use constantly his best endeavours to prevent delay.

5.11 Retention

On completion of the work described in these documents to the satisfaction of the client, a payment of 95% of the total amount of the contract will be made. The balance of 5% of the contract sum will be retained until satisfactory completion of order. In the case of machines which require commissioning, a payment of 80% will be made on the delivery of machine. Further 20% will be made when machines are cleaned down, commissioned and in satisfactory working order. Where delay occurs in the connection of machines by the Institute of Technology, Tallaght, a further 15% payment may be considered after a period of 4 weeks from date of 80% payment. In such event, the remaining 5% will be paid when the machines are in satisfactory working order.

- 5.12 In any case where Tenderer's employees or subcontractors enter on Institute of Technology, Tallaght's property, Institute of Technology Tallaght's Insurers must be satisfied with the cover held by the Tenderer. This cover will include, but not be limited to, Public Liability with a minimum limit of indemnity of €6.34 million and Employers Liability with a minimum limit of indemnity of €12.7 million.

July 2002

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