



ucc

Coláiste na hOllscoile Corcaigh, Éire
University College Cork, Ireland

**UNIVERSITY COLLEGE CORK –
NATIONAL UNIVERSITY OF IRELAND, CORK**

**Request for Tender Document
For the
Appointment to a Single-Party Framework Agreement for Website
Development Services for Tyndall National Institute, UCC**

Tender Reference: UCC/2015/10

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Tendering Procedure and Timetable

University College Cork (thereafter referred to as UCC) shall award the contract in accordance with the requirements of the applicable National Procurement Rules.

Proposed Timetable

The following projected timetable should be used as a working guide for planning purposes. UCC reserves the right to adjust this timetable as required during the course of the RFT process.

| Key Milestones | Planned dates |
|---|---------------------------------------|
| E-tenders Advertisement Published | 12 th August 2015 |
| Closing Date for Questions | 12 noon, 24 th August 2015 |
| Closing Date for Tenders to be Returned | 3.00p.m, 26 th August 2015 |
| Presentations (if required) | TBD |
| Tender Evaluation Complete | 14 th September 2015 |
| Contract start dates | End of September 2015 |

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

| | |
|-------------------------|--|
| Tender for | Appointment to a Single-supplier Framework Agreement for the Provision of Website Services Development Services for Tyndall National Institute, UCC |
| Contents | Requirements, Specifications and Invitation to Tender for the supply of the above Services |
| Customer | University College Cork - National University of Ireland, Cork |
| Issue Date | 12 th August 2015 |
| Return Date | 26 th August 2015 – 3.00 p.m. via e-Tenders |
| Tender Reference | UCC/2015/10 |
| Procedure | Open - National |
| Issued By: | Fiona Thomson, Acting Procurement Officer |
| Telephone: | +353 21 4903514 |
| E-mail: | procurement@ucc.ie |

DOCUMENT CONTROL

| Document Information | | | | |
|---------------------------|---------------|---|--------|---------------|
| Document Title | | UCC-2015-10 RFT for Single FWA for Website Development Services | | |
| Tender Reference | | UCC/2015/10 | | |
| Purpose of document | | Request for Tender | | |
| Approver | | Fiona Thomson | | |
| Document Revision Control | | | | |
| Revision | Description | of change | Author | Approval Date |
| 1.0 | Initial Draft | | FT | 12/08/2015 |

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Part 1: Introduction

Appointment to a Single-Party Framework Agreement for Website Development Services for Tyndall National Institute, UCC

1. INTRODUCTION

1.1 UNIVERSITY COLLEGE CORK – BACKGROUND INFORMATION

Established at University College Cork, Tyndall National Institute is one of Europe's leading research centres in Information and Communications Technology research and development and the largest research facility of its type in Ireland.

University College Cork, National University of Ireland (UCC) is issuing this tender for Tyndall National Institute (Tyndall) for the purposes of engaging an experience website developer that can design, develop and implement a fast acting website that can easily evolve with Tyndall's growth and future alterations in business focus.

As a result of this requirement UCC wishes to appoint an experienced service provider under a single supplier framework agreement from which services may be engaged for the duration of the agreement.

1.2 INVITATION TO TENDER

1.2.1 This public procurement competition ("the Competition") relates to the provision of Website Development Services ("the Services") to University College Cork as described Section 4 of this RFT.

1.2.2 The objective is to establish a single-party framework for the provision of the Services ("Framework") with a maximum of one supplier (where possible) for Website Development Services.

1.2.3 UCC invites responses ("Tenders") to this RFT from Service Providers ("Tenderers") for the admission to the Framework for the provision of the Services.

1.2.5 Any framework that may result from this Competition ("the Framework Agreement") will be established for a term of 12 months ("the Term").

1.2.6 UCC reserves the right to extend the Term for up to 12 months with a maximum of two such extensions. For the avoidance of doubt, the maximum possible duration of the Framework Agreement will be three years.

1.2.4 Any contracts that may be awarded throughout the Term of the Framework Agreement shall be awarded by way of a Purchase Order from UCC, as set out in clause 2.3.4 of this RFT. The initial requirement for Tyndall will be awarded from this tender.

1.2.5 Each Tenderer, by submitting its Tender, acknowledges and agrees to be bound fully by this Request for Tender and the UCC's Terms and Conditions of Business.

Part 2: Instructions to Tenderers

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2.1 This RFT

- 2.1.1** While every effort has been made to provide comprehensive and accurate information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.
- 2.1.2** All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by UCC.
- 2.1.3** This RFT does not constitute an offer to enter into the Framework Agreement or any contract. Furthermore, the conclusion of the Framework Agreement with the Tenderer admitted to the Framework ("**Framework Supplier**") does not guarantee the award of any contract whatsoever. For avoidance of doubt, no commitment of any kind (contractual or otherwise) shall exist unless and until a purchase order for the delivery of the Services has been awarded to a Framework Supplier by UCC. Any notification of preferred bidder status by UCC shall not give rise to any enforceable rights by the Tenderer. UCC may cancel this Competition and/or choose not to proceed with some of the Lots at any time prior to the Framework Agreement being executed by UCC. UCC does not bind itself to accept the lowest priced or any tender.
- 2.1.4** This RFT supersedes and replaces all previous documentation, communications and correspondence between UCC and Tenderers. Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices.

2.2 Compliant Tenders

- 2.2.1** Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:
- a.** Include all documentation specified in this RFT;
 - b.** Provide all information required in this RFT in the order as set out in this RFT;
 - c.** Comply with all requirements as set out within this RFT.
- 2.2.2** If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.
- 2.2.3** Failure to comply with the requirements of this paragraph 2.2.3 **will** render the Tender non-compliant and it will be rejected. Tenders must:
- a.** Be received by UCC in accordance with paragraph 2.6 below;

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- b.** Include a scanned copy of the signed Declaration furnished at Appendix 3 of this RFT confirming that none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish Law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006) apply to the Tenderer.
 - c.** Included a scanned copy of the signed Tenderer's Statement at Appendix 2. This statement **must** be printed on the Tenderer's headed paper and signed by an official so authorised by the Tenderer.
 - d.** Include the Service Provider information in Part 5 of this RFT;
 - e.** Include completed Pricing Schedule furnished at Appendix 1 to this RFT;
 - f.** Be submitted in Irish or English only.
- 2.2.4** UCC shall consider all compliant Tenders against the Qualification and Award Criteria as set out in Part 3 of this RFT.
- 2.3 The Establishment and Operation of the Framework**
 - 2.3.1** UCC will, subject to the right to cancel this Competition (as set out at Paragraphs 2.1.3 and 3.2.1 of this RFT), admit the top scoring Tenderer for each Lot that complies with the requirements set out at Part 3 of this RFT into the Framework.
 - 2.3.2** For the initial procurement the Tenderers shall be ranked on the basis of the total score achieved, as evaluated by UCC in line with the procedures set out in Part 3 of the RFT. For avoidance of doubt, the highest scoring Tenderer shall be the appointed Framework Supplier for each Lot shall be the appointed framework supplier for the new University Business School as set out in Part 4.
 - 2.3.3** All Framework Suppliers shall be required to enter into the Framework Agreement and Service Level Agreement, by signing the acceptance part of the Offer Letter (furnished at Appendix 4) which shall be issued by UCC to the Tenderer selected for admission to the Framework.
 - 2.3.5** Following an award of contract (if any) under the Framework, the Framework Supplier shall provide the Service to UCC in accordance with this RFT and their Tender, as accepted by UCC.
 - 2.3.6** If a Framework Supplier fails to provide the Services in line with the clause 2.3.5 of this RFT, UCC shall issue a written notification to this effect to facilitate the improvement of their performance. Where a Framework Supplier fails to improve its performance within the timelines specified by UCC, UCC reserves the right to terminate the Framework Agreement with such Framework Supplier by giving 30 calendar days notice and proceed to add the next placed firm to the framework from the original tender completion.

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2.3.7 Tenderers should note that the admission to the Framework does not entitle the Framework Supplier to be consulted in respect of, or awarded any contract during the Framework Term. UCC may at its sole discretion choose not to enter into any contract falling into the scope of the Framework. Furthermore, UCC does not give any guarantee and/or warrant the actual value of any of the Services and/or number of contracts (if any) which may be awarded in connection with this Framework. UCC is not and will not be under any obligation to avail of the Framework. For avoidance of doubt, the appointment to the Framework does not confer exclusivity on Framework Suppliers and there is no guarantee that UCC will use the Framework. The use, if any, of the Framework will be at the sole discretion of UCC.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST return, with their Tender, the scanned signed copy of the Tenderer's Statement, as set out in Appendix 2, printed on the Tenderer's letterhead. UCC must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If UCC cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers MUST NOT amend the Tenderer's Statement.

2.5 Consortia and Prime/Subcontractors

Where a group of undertakings come together to create a consortium in order to submit a Tender in response to this RFT, UCC will only deal with all matters relating to this Competition through the entity who will carry overall responsibility for the provision of the Services ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. Tenderers must clearly set out:

- a. The full legal name of the Prime Contractor together with its registered business address, registered business name, company registration number, telephone and email contact details;
- b. The names of all subcontractors and/or consortium members who will be involved in the provision of the Services (where applicable);
- c. A description of the role to be fulfilled by each subcontractor and/or consortium member (where applicable); and
- d. The name, title, telephone number, postal address, email address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to.

2.6 Tender Submission Requirements

2.6.1 Tenders must be submitted in MS Word or PDF format via the electronic postbox available on eTenders website (www.etenders.gov.ie) by 3.00 p.m., 26th August 2015.

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- 2.6.2** Tenderers must ensure that all documents are not corrupt: UCC shall not be responsible for corruption of the documents.
- 2.6.3** Tenders submitted by email or post or hand before or after the aforementioned closing date for Tender submission **WILL NOT** be accepted.
- 2.6.4** Each Tenderer is limited to submitting one Tender in his/her own capacity for one or more lots or one Tender as part of a consortium/group of undertakings for one or more lots in response to this RFT. If more than one Tender is submitted, UCC shall randomly select one Tender for the inclusion in the Competition.
- 2.6.5** Each Tenderer can bid for one or both Lots.

2.7 Queries and Clarifications

- 2.7.1** All queries or requests for clarification relating to any aspect of this Competition or to this RFT must be directed through the eTenders website's messaging facility. Queries or requests for clarifications will not be accepted after 12 noon 24th August 2015, unless otherwise informed in writing by UCC.
- 2.7.2** All clarifications and responses to queries/requests for clarification will be directed through the eTenders website. Where appropriate, questions may be amalgamated.
- 2.7.3** UCC reserves the right to issue or seek written clarifications.
- 2.7.4** UCC reserves the right to update or alter the information contained in this document at any time prior to the final date for receipt of Tenders. Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations UCC reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this Competition, including but not being limited to demonstrations and/ or presentations, shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 Confidentiality

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by UCC to Tenderers during the course of this Competition:
- a. Are furnished for the sole purpose of replying to this RFT;
 - b. May not be used, communicated, reproduced or published for any other purpose without the prior written permission of UCC.
 - c. Shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

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- d. Must be returned immediately to UCC upon cancellation or completion of this Competition if so requested by UCC.

2.10 Pricing

- 2.10.1** All prices quoted must be fixed and all-inclusive for the initial requirement (i.e. including but not being limited to costs and expenses), be expressed in euro only and exclusive of VAT.
- 2.10.2** Any currency variation occurring over the term of the Framework shall be borne by the Tenderer.
- 2.10.3** No price reviews or compensation shall be considered during the course of the contract for the first 12 months. Price changes may thereafter be considered by the UCC upon 30 days written notification to the University and with subsequent mutual agreement in writing.
- 2.10.4** Payments for Services provided throughout the Term of the Framework shall be made on submission of a valid invoice with a valid PO number reference after the completion of the contract or any agreed deliverables.
- 2.10.5** All Tenderers must complete the Pricing Schedule at Appendix 1 to this RFT.
- 2.10.6** Tenderers must confirm (in the Tenderer's Statement furnished at Appendix 2) that all prices quoted in the Tender will remain valid for twelve months commencing from the closing date for the receipt of Tenders ("Tender Validity Period"). Tenderers are required to further confirm that, if admitted to the Framework, the fees quoted in the Pricing Schedule at Appendix 1 shall not increase over the Term of the Framework.

2.11 Employment Law

- 2.11.1** Under Article 27 of Directive 2004/18/EC as implemented into Irish law by Regulation 27 of European Communities (Award of Public Contracts) Regulations 2006 (S.I. No. 329 of 2006), Tenderers must provide a statement confirming that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the Services sought under this RFT. Failure to make the statement at paragraph 7 of the Tenderer's Statement of Appendix 2 will render the Tender non-compliant.

Tenderers may obtain the information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie)
- Employment protection and working conditions from the Department of Jobs, Enterprise and Innovation (www.djei.ie).

- 2.11.2** The Framework Suppliers shall be solely responsible in law for the employment, remuneration, taxes, and immigration and work permits of all personnel retained for the purposes of providing the Services.

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2.11.3 Tenderers must comply with any applicable statutory terms relating to minimum pay and to any legally binding sectoral agreements and must take these into account when preparing Tenders.

2.11.4 Tenderers shall be required to comply fully with the provision of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employee's rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify UCC for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.12 Publicity

No publicity regarding this Competition, admission to the Framework, or award of a contract is permitted unless and until UCC has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving the Tenderer/subcontractor and UCC, members of the Government, members of the Oireachtas, or employees and officers of UCC and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the conclusion of the Framework Agreement, it should be communicated to UCC immediately upon such information becoming known to the Tenderer/Subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. UCC at its absolute discretion, will decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the Competition or terminating any contract entered into by a Tenderer.

2.14 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to UCC as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, UCC may invite Tenderers to propose means by which the conflict might be removed. UCC will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.15 Anti-Competitive Conduct

Tenderers' attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

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2.16 Corrupt Gifts

The contractor shall not offer or agree to give any staff member or agent of the University or its subsidiaries any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other university contract. Any breach of this clause 2.16 or the commission of any offence by the contractor, any subcontractor, agent or employee under the Prevention of Corruption Acts 1889 to 2005 shall entitle the University to terminate any agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

2.17 Canvassing

Any effort by a Tenderer (or anyone acting on behalf of a Tenderer with or without its knowledge) to influence the personnel of UCC or UCC Academy Ltd. in the process of examination evaluation and comparison of Tenders and recommendations concerning the admission to the Framework may result in the rejection of the Tender.

2.18 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.19 Freedom of Information

2.19.1 Tenderers should be aware that, under the Freedom of Information Acts 1997 and 2003, information provided by them during this Competition may be liable to be disclosed.

2.19.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its commercial sensitivity, Tenderers should, when providing such information, clearly identify same and specify the reasons for its commercial sensitivity. If Tenderers do not identify it as commercially sensitive, it is liable to be released in response to a Freedom of Information request without further consultation with them. UCC will where possible, consult with Tenderers about commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.20 Tax Clearance

2.20.1 It will be a condition of the admission to the Framework that the successful Tenderers comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available www.finance.gov.ie and www.revenue.ie.

2.20.2 Prior to admission to the Framework, the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the

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successful Tenderers may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by UCC.

2.20.3 The Framework Supplier shall ensure their compliance with the applicable tax laws for the Term of the Framework.

2.20.4 The Framework Supplier should note that Professional Services Withholding Tax may be applicable to these services and will be deducted accordingly from any invoices.

2.21 Insurance

2.21.1 It will be a condition of the award of any contract under this Tender that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.

Table 2.20. Insurance

| | Minimum Level Required | Level in place € | Details of any Excesses € | Name of Insurance Company (not broker) | Insurance Expiry Date |
|-------------------------------|---|---------------------|------------------------------|--|-----------------------|
| Employers Liability | €13,000,000 OR foreign currency equivalent | € | € | | |
| Public Liability | €6,500,000 OR foreign currency equivalent | € | € | | |
| Professional Indemnity | €6,500,000 or foreign currency equivalent | € | € | | |

2.21 Withdrawal from this Competition

Tenderers are required to e-mail procurement@ucc.ie immediately if at any stage following the submission of their Tender they decide to withdraw from this Competition.

Part 3: Evaluation and Award of Tenders

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3.1 Compliant Tenders

Only those Tenders that have been submitted in compliance with paragraph 2.2 above and have not been excluded under Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006) will be evaluated in accordance with the Qualification and Award Criteria set out in this Part 3.

Firms are required to complete the Service Provider Questionnaire in full.

3.2 Qualification Criteria

3.2. (A) Economic and Financial Standing

All Tenderers must demonstrate that they can meet the following financial and economic standing requirements and must be able to furnish the following documentation. Tenderers will either pass OR fail this qualification criterion.

| Main Criteria | Sub-Criteria | Mandatory (potential suppliers must submit this information, in the absence of this information, a potential supplier may be excluded) | Comments/ Rules |
|---|---|--|---|
| 3.2. A Economic & Financial Standing | Provision of audited financial statements / accounts or certified auditors letter outlining firms financial position for the last 3 years. | Tenderers must submit this information, in the absence of this information, a contract may not be awarded This information must be supplied before any award of contract | Information Only |
| | Turnover Relating to Specific Service(s) | Minimum of €100,000 per annum. A statement certifying this amount must be forwarded in the response document | Pass/Fail compliance required |
| | Evidence of insurance certification is required. | Mandatory Minimum Requirement Tenderers must submit this information, in the absence of this information, a contract may not be awarded In the event a Tenderer does not have the minimal level of insurance required we will accept a letter from a supplier's current broker/firm confirming current levels of insurance in place and commitment to increase to full level if successful. | Information Only |

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|--|--|-----------------------------------|--|
| | | Complete Table 2.20 above. | |
|--|--|-----------------------------------|--|

3.2. (B) Technical and Professional Ability

All Tenderers must demonstrate that they have the following technical and professional ability and must furnish the following documentation with their Tenders. Tenderers will either pass OR fail this qualification criterion:

| Main Criteria | Sub-Criteria | Mandatory (potential suppliers must submit this information, in the absence of this information, a potential supplier may be excluded) | Comments/ Rules |
|--|---|---|--|
| 3.2.B Technical and Professional Ability (Art 48) | Relevant company experience and track record of <u>similar</u> contracts to the specific requirements in this tender | Mandatory Minimum Requirement Must provide 3 examples of similar successfully delivered contracts, supplying similar services within the last 3 years. | Pass/Fail Submissions will be reviewed for relevance and applicants may be excluded on the basis of this review |
| | Manpower | Mandatory Minimum Requirement Information regarding the Tenderer's current manpower levels along with relevant experience and qualifications is required. Tenderers are reminded that they may rely on the resources of other entities on condition that they are fully and accurately identified, that details of their relevant experience and qualifications are provided and that the Tenderer can prove, to the satisfaction of the Contracting Authority that they will have these resources at their disposal when required. Details of both full-time & part-time personnel should be included. | Pass/Fail Tenderers must demonstrate that they have at their disposal the appropriate staff who have delivered similar services in either the public or private sector. Submissions will be reviewed for relevance and applicants may be excluded on the basis of this review |
| 3.2.D Letter of Offer | Signed letter of offer | Mandatory Minimum Requirement Tenderers must submit a signed letter of offer on the company's official headed paper which must be signed by two officers of the company | Pass/Fail |

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| | | | |
|--------------------------------|----------------------------|---|-------------------------|
| 3.2.E Declaration | Signed Declaration | Mandatory Minimum Requirement All suppliers must submit a signed declaration. as per Article 45 of Directive 2004/18/EC & Regulation 53 of SI329) | Pass/Fail |
| 3.2.F Health and Safety | Health & Safety | Mandatory Minimum Requirement Tenderers must provide a copy of their organisation Health and Safety Policy <u>and</u> Safety Statement. | Information Only |

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3.3 Award Criteria

3.3.1 No commitment of any kind, contractual or otherwise shall exist unless and until a purchase order has been issued to a Framework Supplier by or on behalf of UCC. Any notification of preferred bidder status by UCC shall not give rise to any enforceable rights by the Tenderer. UCC may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of UCC. UCC does not bind itself to accept the lowest priced or any Tender.

3.3.2 The admission to the Framework will be determined on the basis of the most economically advantageous tender identified using the following award criteria and weighting:

Tenderers should give careful consideration to the criteria and award marks detailed below. The contract will be awarded to a Tenderer on the basis of the most economically advantageous Tender Proposal consistent with the following award criteria and weightings:

- **1. Demonstrated understanding of the project (10%):**
Understanding of the overall purpose of the Services for each lot must be demonstrated and any additional insight into issues which might affect the successful delivery of the Services.
- **2. Strength of Personnel assigned to the Project (25%):** Qualifications, Expertise, Background data and level of resources of the personnel proposed to deliver the Services must be outlined.
- **3. Total Costs (35%):** Total cost for of the Services for each lot for the initial requirements set out in Part 4 of this RFT. Tenderers are required to submit a Pricing Schedule, (furnished in Appendix 1).
- **4. Methodology and Management for Delivery of the Services (15%):** the Tenderers project management methodology and proposed programme of activity for the delivery of the Services.
- **5. Project Delivery Timeframe (5%):** Tenderers are required to demonstrate the timeframes involved in completing this project. This should be supported by a Gantt chart specifying the timeframes on a weekly basis. Tenderers will be assessed on a pro-rata basis in relation to overall project delivery times. Tenderers should also confirm their ability to commence the required services after receipt of PO.
- **6. Demonstrate Innovation (10%):** Innovation and inclusion of other useful ideas which will increase the quality of outcomes for the delivery of the Services and/or accelerate delivery of the Deliverables must be demonstrated.

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| Award Criteria | Weighting | Marks | Minimum requirements |
|--|------------------|--------------|---|
| Demonstrated understanding of the Project | 10% | 100 | Must score minimum 60% of marks |
| Strength of Personnel assigned to the Project | 25% | 250 | Must score minimum 60% of marks |
| Methodology and Management for Delivery of the scope of the Services | 15% | 150 | Must score minimum 60% of marks |
| Cost | 35% | 350 | No minimum score applies for this criterion |
| Project Delivery Timeframes | 5% | 50 | Must score minimum 60% of marks |
| Innovation | 10% | 100 | Must score minimum 60% of marks |
| | 100% | 1000 | |

NOTE:

- Tenderers must achieve the above set out Minimum Scores required under each criteria except cost which equates to 60% of the Maximum Score Available (or the ranking of good);
- Tenderers that fail to achieve the Minimum Scores Required will be eliminated from the Competition.

3.3.3 Explanation of Award Criteria

- **Cost** means the total cost for of the Services for each lot for the initial requirements set out in Part 4 of this RFT. Tenderers are required to submit a Pricing Schedule, (furnished in Appendix 1).

3.3.4 Scoring Mechanism/Evaluation of Tenders

- **Cost** – the lowest priced Tender shall be awarded the maximum score available under this criterion; the score of subsequent Tenders under this criterion shall be calculated using the following formula:

$$\frac{\text{The lowest priced tender x maximum score available}}{\text{Cost of tender being evaluated}}$$

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- **Quality Criteria** – Tenders will be evaluated in terms of their quality and credibility under criteria 1, 2, 4 and 5 and the extent to which they meet the stated requirements and expectations of UCC. Based on the merits of a

Tender under each Quality Criterion, it will be ranked as follows;

| | |
|---|-------------|
| 0 | No response |
| 1 | Poor |
| 2 | Fair |
| 3 | Good |
| 4 | Very Good |
| 5 | Excellent |

3.4 Presentations of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. UCC will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 Admission to the Framework

The top scoring Tenderers for each lot that reach the minimum score required under each of the Quality Criteria set out in paragraph 3.3 of this RFT will be admitted to the Framework, subject to the Tenderers submitting a valid Tax Clearance and insurance information as per paragraph 2.19 and 3.2

3.6 Notifying Results

3.5.1 Tenderers should note that UCC may, when notifying unsuccessful Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the Framework Suppliers in respect of each award criterion assessed by UCC.

3.7 Framework Agreement/Offer Letter

3.7.1 Following the expiry of the Standstill Period UCC shall send the Offer Letter to the Framework Suppliers confirming their appointment to the Framework. The Framework Suppliers shall sign and return the Offer Letter to UCC no later than seven calendar days from the date of the said letter, unless notified otherwise in writing, confirming its acceptance of the appointment to the Framework.

3.7.2 Where the signed Offer Letter has not been received by UCC within the period specified at paragraph 3.7.1 then UCC may proceed to award a place in the Framework to the next highest-ranked Tenderer identified in line with paragraph 3.3 of this RFT.

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Part 4: Requirements

1.0 Project Background

Tyndall National Institute, University College Cork is looking for a partner that can design, develop and implement a fast acting website that can easily evolve with Tyndall's growth and future alterations in business focus.

The current site is not fit for purpose based on the following reasons:

- The Content Management System (CMS) is out of date.
- The structure of the site is too cluttered and it can't manage the large amount of pages in an easily navigable way.
- The weaknesses of the current site are explained in full in section **3.1**.

Tyndall are looking for a web development agency to redevelop the site with the following in mind.

- The agency will be required to propose an optimum design and structure with a CMS that manages site structure, users, content editing, publishing and workflow in an easy and effective way.
- The agency will provide complete comprehensive documentation on the publishing, administration and maintenance of the site.
- The agency is required to provide adequate training on site usage and management for relevant Tyndall personnel.
- Lead building is a top priority for the new site and the design should have this at the forefront.

Above all, Tyndall requires a site that reflects the brand which is high-tech, innovation, scientific, business which is attractive to students and key research talent.

2. Marketing Messaging

2.1 Overall Communication Objectives

Our mission is to be the premier Information and Communications Technology research institute worldwide in generating economic impact through excellence in research. Below are the objectives of the institute which the tenderer should bear for this project:

- Synonymous with the delivery of disruptive and deployable technological **solutions to society's challenges** in energy, health, communications, agriculture, food and the environment.
- A key **catalyst** for the generation of new **high-tech business, jobs and growth** for the Irish economy.
- A national and global **partner of choice** facilitating and enabling R&D and innovation in Ireland to deliver on national objectives.
- A primary source of **highly-skilled people** for Ireland's current and future technology companies.

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- The **gateway** for industry and academia to access ICT-related expertise and capabilities in Ireland.

2.2 Project objectives

The object is to develop a website that will clearly demonstrate Tyndall's expertise and enable internal and external users to easily find and exchange targeted, up-to-date, quality information, creating the desire to establish further relationships.

- **Promote and showcase** Tyndall's research, commercial and educational activities.
- Enable users to **contact and engage** with Tyndall experts.
- Create an **attractive environment** to interest researcher partners and business collaborators.

2.3 Target Audience

- Funding Agencies & Sponsors (Enterprise Ireland, IDA, EU, Science Foundation Ireland)
- Government Authorities, councils, etc.
- Industry:
 - Local / International.
 - SME's / multinational.
 - Interested in collaborative research, product fab, services.
- Researchers: national, international.
- Other research institutes.
- Students: potential and existing.
- Staff: potential and existing.
- Press: general and specialised.
- Investors: start-up, venture capitalists.
- General public.

The successful tenderer will have to bear these Marketing Messaging objectives in mind when developing the website.

3.0 Scope

Tyndall is looking for a tenderer that can design, develop and implement a fast acting website that can easily evolve with Tyndall's growth and future alterations in business focus.

Tyndall requires a site that reflects the brand, facilities, expertise and direct engagement with key stakeholders and allow staff to update with ease.

The ease of use of the CMS along with the option for sections of the home page to be easily moved will be a key part of the site.

The proposed site structure should be clear and simple to allow users to browse the large amount of pages and find what they are looking for with ease.

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The site needs to be Search Engine Optimised as outline in **3.2.8**.

Tyndall expects the agency to ensure that our stakeholder experience/feedback is considered in the design of the new website.

3.1 Overview of Current Website

Our current website uses Drupal V6.19 which is quite dated at this stage. Tyndall are not tied to this CMS for the next website and are open to another CMS to be used.

Strengths of current website:

- Easy to update.
- Consistent look and feel of pages throughout the site.
- Directed clearly towards research, education, industry.
- News items are featured as a priority on home page.
- Ability to show related people, publications and projects on pages.

Weaknesses of current website:

- CMS is out dated.
- Home page too busy – needs cleaner design.
- Navigation is too complex, easy to lose your way as the site is too deep. The current site had amalgamated over 30 science groups into one site and this left too many layers.
- Staff profiles are too bland in design.
- Not built for mobile responsiveness.
- Unable to measure the number of leads that come from the site.
- Embedding video or gif (not possible on home page).
- No real time social media on home page. Would like to see most recent tweets, prompt to follow on LinkedIn and Youtube videos.
- Media library too time consuming to update and resulting slideshows not attractive looking.
- Events pages lacking visual appeal.
- No CAPTCHA functionality to block spam accounts.

3.1 Functionality Required of the New Website

3.1.1 Structure

The site structure needs to be user friendly. Users will come from scientific, non-scientific, academic and business backgrounds and each user type should be able to quickly and intuitively find the content relevant to them.

A modular home page design would be a nice to have as we'd like to move content from time to time.

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3.1.2 CMS

The CMS should be able to manage large amounts of users, each with various different administrative rights. Of the 450 staff that Tyndall has approximately 60 staff will need to edit the text and images in the pages for their group. The back end will have to be WYSIWYG as that is the best way to engage staff in the process.

Further essential features Tyndall would like are listed below:

- Automatic image resizing.
- Ability to archive all previous versions of a page and to save a page that is not ready to go live.
- SEO plug in.
- Search bar on home page.
- The superadmin user should be able to quickly change the rights of other users and update all areas of the site.
- Ability to upload large amounts (30 approx) of images to a slideshow that can be displayed in an attractive manner on site.

3.1.3 Content page layout

The current site only has one theme that the page can follow. Tyndall would like to have at least 3 options of themes that show different sized and positioned images on the pages.

3.1.4 Mobile responsiveness

A site that is mobile responsive is required. Tyndall need the site to give an optimal viewing experience with a minimum of resizing and scrolling across a wide range of devices (desktop, tablets and phones).

3.1.5 Contacts

Academic, business, job applicants and funders all make enquiries through the Tyndall website. The contacts feature should:

- Provide easy access to the correct contact.
- Measure the conversion rate of email enquiries.

Typically the enquiries that come in from the site should go to the area of interest by allocating a person behind each dedicated field.

All enquiries should be consolidated in one place to get an overall view of the visitor types and queries.

Moreover the contact feature should allow Tyndall:

- Ability to customize the contact form.

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- Subscribe to newsletter.
- Provide statistics on contacts such as numbers of emails received.

Tyndall will be incorporating Salesforce into the new site so that Tyndall can assign responsibilities for leads to particular employees so that Tyndall can track interactions going forward.

3.1.6 Profiling

In our current site you will see that each staff member has a profile

<https://www.tyndall.ie/people>

Profiles have an internal and external version which is needed for the new site.

The profile needs to contain:

- Contact details.
- Area of expertise.
- Biography.
- Optional photo.

A typical internal version can be viewed below.

The screenshot shows the internal profile page for Martyn Pembie on the Tyndall National Institute website. The page has a header with the Tyndall logo and navigation tabs: ABOUT TYNDALL, RESEARCH, EDUCATION, CAREERS, SERVICES, INDUSTRY, and NEWS AND PRESS. A sidebar on the left contains a menu with links to About Tyndall, Research, Education, Careers, Services, Industry, and News and Press. The main content area is titled 'People at Tyndall' and includes a 'View' and 'Edit' button. Below this is the 'Contact profile' section, which displays a photo of Martyn Pembie and a list of contact details: First name: Martyn, Last Name: Pembie, Job Position: Head of Centre, Centre: MicroNanoelectronics, Head of Centre: Martyn Pembie, Group: Advance Materials & Surfaces, Head of Group: Martyn Pembie, Student registered department, Phone: 021-234 6456, Phone Lab, Mobile phone, Email: martyn.pembie@tyndall.ie, Desk number: 1, and Room number: Block B 2.01. A 'Contact Menu' sidebar on the right contains a 'Search' section with a link to 'Search people & rooms' and a 'My profile' section with links to 'View my profile' and 'Edit my profile'.

The external version can be viewed here <https://www.tyndall.ie/users/martynpembie>

As you will see there are only a few differences here such as:

- Job Position which is not visible.
- Desk Number which is not visible.
- Room Number which is not visible.

For researcher profile, Tyndall would need the researchers IRIS profile embedded at the end so that their most recent publications are visible to all

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<http://publish.ucc.ie/researchprofiles/D004/martynpemble>

UCC University College Cork, Ireland
Coláiste na hOileáine Corcaigh

Welcome to University College Cork

Search profiles

Gaeilge

Study@UCC | Research | Campus Life | Schools & Departments | About UCC | Alumni

Martyn Pemble
Home > Chemistry > People > Prof Martyn Pemble

Home
News & Events
About the Department
People
Study Chemistry at UCC
Admissions
Research
Outreach Programmes
Scientific Societies
Contact Us
Accessed by UCC user

Contact Details +
Biography +
Research Interests +
Publications +
Professional Activities +
Teaching Interests +
Collaboration +

Prof Martyn Pemble
AMT UCC

Institutional Research Information System
IRIS
Cork Open Research Archive
CORA

Chemistry, Chemistry, Room 223 Kane Building, UCC University College Cork, Also Tyndall National Institute and University College Cork
+353-21-234-0450 martyn.pemble@tyndall.ie

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Only the area highlighted should be on the Tyndall site.

This replication of content will have to be auto updated from the IRIS system and the table and colour scheme should match the Tyndall brand colours of the new site. Brand guidelines are currently being developed and will be given to the successful tenderer.

3.1.7 Search Engine Optionisation (SEO)

The agency is required to provide a detailed explanation on how to deal with the task of analysing the Google Analytics stats of the current site and propose a plan on how to improve the bounce rate of the new site.

The tender submission should outline experience in SEO and show examples of new sites that were made where content was ported to a new site and didn't lose traffic as a result.

A SEO strategy for the site is required as Tyndall needs to increase reach in particular business focused areas. The tender should factor in time to discuss and plan keyword targeting.

3.1.8 Intranet Site

Tyndall is considering putting in place an intranet site. Please outline in your submission an option for an intranet. Preferably the intranet should use the same CMS as the new website. To begin with, functionality needs will be low:

- Home page needs to have articles, videos and document uploads.
- Sub sections for each functional department - HR, Finance, Facilities, IT, Marcom etc.

Tyndall requires a high level costing and CMS suggestion on this.

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3.1.9 Publication Section

A section whereby staff can upload their academic papers on the site is needed. This will be run the same way as it does on the current site.

This includes a number of different types of publications and each one has a slightly different form to be filled out.

Once these forms are submitted they will have to go through an approval process and be sent to a publication admin for approval before being displayed on the site.

The list of forms can be seen below

The screenshot displays the Tyndall National Institute website interface. At the top, the Tyndall logo is accompanied by the tagline 'Excellence in ICT research'. A search bar and a link to 'Advanced search' are positioned on the right. Below the header is a navigation menu with links to 'ABOUT TYNDALL', 'RESEARCH', 'EDUCATION', 'CAREERS', 'SERVICES', 'INDUSTRY', and 'NEWS AND PRESS'. On the left side, a sidebar menu lists the same categories with expandable arrows. The main content area is titled 'Home » Create content' and features a 'Create Publication' form. This form includes a 'Title: *' text input field and a 'Publication type: *' dropdown menu. The dropdown menu is open, showing a list of publication types: '- Choose -', '- Choose -', 'Peer-reviewed journal article', 'Book, Chapter or Volume', 'Report, non-conference presentation or unreviewed article', 'Conference talk', 'Conference poster', 'Seminar', 'Thesis', and 'Tyndall Annual Report'. On the right side of the form area, a 'Publications' sidebar contains a list of links: 'Search publications', 'List of publications', 'Create new publication', 'Reports', 'My pending publications', 'My publications', 'Deputation of rights', 'History', 'Deletion requests', and 'Import publications'.

An example of the one of the forms can be seen below:

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Create Publication

Title: *

Publication type: *

Tyndall submission number: *

- ☐ I confirm that we have followed appropriate scientific practice in the preparation of this paper
- ☐ I confirm that no material in this paper is currently being reviewed or needs reviewing for licensing or IP protection

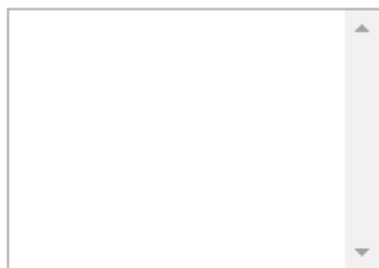
If IP is being reviewed or needs reviewing, provide a brief justification for publication at this point: *

- ☐ The appropriate sponsors are acknowledged in this paper. NB: Please ensure that appropriate acknowledgements to the sponsors of any major equipment items or facilities used are also included. If in doubt check with line management.
- ☐ The address includes the words: "Tyndall National Institute" and "Lee Maltings, Cork, Ireland". If one of the authors is a Tyndall / UCC Employee, the address must also include the words: "University College Cork"

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Authors (Internal): *

Add
Remove
Up
Down



All authors:



Author names must be in the following format: {Last Name, First Name}

Theme: *

- Choose - ▼

Project:

- Choose -


Project charge code: *



Abstract:



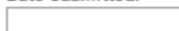
Tags:



Status: *

Submitted ▼

Date submitted: *



Non-copyright PDF:

[My file](#) | [Shared Library](#) | [External link](#) | [Reference existing](#)

[Choose file](#) No file chosen

[Upload](#)

Maximum Filesize: 30 MB

Allowed Extensions: pdf

4.0 Project Deliverables

- The site should adhere to the messages and scope outlined in section 2 & 3 of this specification.
- The successful tenderer will provide complete comprehensive documentation on the functionality of the site regarding publishing, administration and maintenance.
- The web development agency will provide adequate training on website usage and management for relevant Tyndall personnel.

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All web site content will remain the property of Tyndall National Institute.

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Part 5 – Service Provider Information

A – Instructions for Completion of the Form of Tender

In completing this Supplier Questionnaire the Tenderers **must**:

- Fill this Form of Tender in its entirety.
- Insert “n/a” in the fields that are not applicable, unless instructed otherwise.
- Expand the fields where the space provided for answers is insufficient. Please note, however, that your responses are expected to be concise. Tenderers are advised to use bullet points, where appropriate.
- Submit the Form of Tender in the same sequence as presented, with the Section 1 – General Information - being the first page of a Tender Submission.
- Not enclose brochures, leaflets or any other promotional information

Note: a Tender where any of the above instructions are not observed may be rejected.

B. – Supplier Questionnaire

| SECTION 1 - GENERAL INFORMATION | | | |
|--|--|-------------------|--|
| 1.1 Prime Contractor's Details | | | |
| Legal Business Name | | | |
| Registered Business Name | | | |
| Registered Address (if different from above) | | | |
| Website | | Telephone: | |
| 1.2 Contact Person Details | | | |
| First Name | | Surname | |
| Telephone | | Email | |
| Title/ Position on the Organisation | | | |
| 1.3 Alternative Contact Person Details | | | |
| | | | |
| First Name | | Surname | |
| Telephone | | Email | |
| Title/ Position on the Organisation | | | |

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| GENERAL INFORMATION continued | |
|--|-----------------------|
| 1.5 Subcontractor's/Associates Details (applies only where third parties will provide some of the Services, if awarded a contract) | |
| List the names of all subcontractors and/or consortium members and specify the role to be fulfilled by them. | |
| Subcontractors/Associates/Consortium Members | Role in this Contract |
| | |

SECTION 2 - Relevant Experience

Must provide **3** examples of similar successfully delivered contracts (Tables 1-5) supplying similar Services within the last 3 years and of similar value. Also provide details of 5 referees that may be contacted by UCC.

Table 1

| | | | |
|---|--|--|--|
| Name of Firm Service provided to | | | |
| Contact Name | | Contact Number & E-mail address | |
| Start Date: | | Completion Date: | |
| Description of work and completed under contract | | | |
| Current Contract Status: | | | |
| Approximate Contact Value | | € | |

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| Firm's Principal team on contract and their role in its delivery: | Principal Project Staff | Their role in the delivery |
|---|-------------------------|----------------------------|
| | | |
| | | |
| | | |

Table 2

| Name of Firm Service provided to | | | |
|---|-------------------------|--|--|
| Contact Name | | Contact Number & E-mail address | |
| Start Date: | | Completion Date: | |
| Description of work completed under contract | | | |
| Current Contract Status: | | | |
| Approximate Contact Value | € | | |
| Firm's Principal team on contract and their role in its delivery: | Principal Project Staff | Their role in the delivery | |
| | | | |
| | | | |
| | | | |

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| | | | |
|--|--------------------------------|--|--|
| Name of Firm Service provided to | | | |
| Contact Name | | Contact Number & E-mail address | |
| Start Date: | | Completion Date: | |
| Description of work completed under contract | | | |
| Current Contract Status: | | | |
| Approximate Contact Value | | € | |
| Firm's Principal team on contract and their role in its delivery: | Principal Project Staff | Their role in the delivery | |
| | | | |
| | | | |
| | | | |

Table 3

| | | | |
|---|--|--|--|
| Name of Firm Service provided to | | | |
| Contact Name | | Contact Number & E-mail address | |
| Start Date: | | Completion Date: | |
| Description of work completed under contract | | | |

**Appointment to a Single-Party Framework Agreement for Website Development Services for
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| | | | |
|---|-------------------------|----------------------------|--|
| | | | |
| Current Contract Status: | | | |
| Approximate Contact Value | | € | |
| Firm's Principal team on contract and their role in its delivery: | Principal Project Staff | Their role in the delivery | |
| | | | |
| | | | |
| | | | |

SECTION 3 – Resource Statement

| Staff Numbers (permanent) broken down by position/skills | 2015 | 2014 |
|---|------|------|
| Web developers | | |
| Support Staff | | |
| Other (please specify) | | |
| | | |
| | | |

SECTION 4 – CVs OF PROPOSED CONSULTANT(S) for each Project

[illegible]

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Appendix 1: Pricing Schedule

The Pricing Schedule must be completed in full, totalled, and returned as part of the Tender submission without any amendments. Furthermore, the Pricing Schedule must be prepared in adherence with the following instructions:

The Costs quoted in the below Pricing Schedule shall be fixed for the first twelve months of the Term of the Framework Agreement.

Note that prices quoted constitute best and final offer. There are no opportunities at a later stage in the process to offer further financial incentives.

1.0 Costs

| Website Development Services for Tyndall National Institute, UCC Tender Price (exc. VAT) | | | |
|---|----------------|-------------|------------|
| Name of Consultant | Number of Days | Daily Rate | Total cost |
| | | | € |
| | | | € |
| | | | € |
| Sub-total of Consultancy fees | | | € |
| Details of any other cost/expenses | | | |
| Items | | Rates/costs | |
| | | € | |
| | | € | |
| Optional extras | | | |
| Intranet | | € | |
| | | | |
| Total other costs | | € | |
| Total costs | | € | |

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

2.0 Warranty

| | | | |
|---|-----|--|----|
| Length of Warranty included (specify in number of months) | | | |
| Warranty cover (please specify) | | | |
| Warranty exclusions (please specify) | | | |
| Is annual preventative maintenance service included in warranty specified above | Yes | | No |
| Option to purchase additional warranty | Yes | | No |
| Cost of 1 year's additional warranty | € | | |
| Cost of 2 years additional warranty | € | | |
| Cost of 3 years additional warranty | € | | |
| Cost of 4 years additional warranty | € | | |

**Appointment to a Single-Party Framework Agreement for Website Development Services for
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Appendix 2: Tenderer's Statement

To: University College Cork

RE: RFT for the Appointment to the Single Party Framework for the Website Development Services for Tyndall National Institute, UCC.

Having examined your RFT including the Instructions to Tenderers, Award Criteria, Requirements and Specifications, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Part 4 of the RFT.
2. We accept all of the Terms and Conditions of the RFT and agree, if admitted to the Framework, to abide by the rules of the Framework.
3. We confirm that we shall, if awarded any contract pursuant to the establishment of the Framework, provide UCC with the Services in accordance with the RFT and our Tender.
4. We accept the Award Criteria as set out in Part 3 of the RFT.
5. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
6. We confirm that all prices quoted in our Tender shall be valid for the period of six months commencing from the closing date for the receipt of Tenders, as specified at paragraph 2.10.5 of the RFT. We further confirm that, if admitted to the Framework, the fees quoted in the Pricing Schedule at Appendix 1 shall not increase over the Term of the Framework.
7. We confirm our compliance with all relevant legal employment requirements as set out in paragraph 2.11 of the RFT.
8. We acknowledge that the RFT does not constitute an offer to enter into a Framework Agreement or any contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of UCC or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a contract for the delivery of Services has been awarded by or on behalf of UCC. UCC may, at its absolute discretion, cancel this Competition and/or choose not to proceed with some of the Lots at any time prior to a formal Offer Letter being executed by or on behalf of UCC.

SIGNED (*Authorised Signatory*):

PRINT NAME:

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Appendix 3: Declaration as to Personal Circumstances of Tenderer

RE: RFT for the Appointment to the Single Party Framework for the Website Development Services for Tyndall National Institute, UCC.

NAME OF TENDERER: _____

ADDRESS: _____

I, *full name of Declarant*, having been duly authorised by the Tenderer, sincerely declare that:

1. The Tenderer is not bankrupt or being wound up, its affairs are not being administered by a court, it has not entered into an arrangement with its creditors, it has not suspended its business activities nor is it in any analogous situation arising from a similar procedure under national laws and regulations;
2. The Tenderer is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
3. Neither the Tenderer, nor any of its directors or partners, has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata or been guilty of grave professional misconduct (proven by any means which UCC can demonstrate) in the course of its or their business;
4. The Tenderer has fulfilled its obligations relating to the payment of taxes or social security contributions in its country of establishment or any other state in which the Tenderer is located;
5. The Tenderer has not been guilty of serious misrepresentation or omission in providing information to a public buying agency, including UCC;
6. The Tenderer (or any of its directors or partners) has not been convicted of fraud, money laundering, corruption, or of being a member of a criminal organisation.

I further declare that I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of UCC.

I further declare that I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of UCC.

Signature of Declarant:

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Name of Declarant (*in print or in block capitals*):

Date:

**Appointment to a Single-Party Framework Agreement for Website Development Services for
Tyndall National Institute, UCC**

Appendix 4: Appointment Letter

[Successful Bidder]

[Address]

[Date]

Re. RFT for the Appointment to the Single Party Framework for the Website Development Services for Tyndall National Institute, UCC.

Dear [Contact Person's name],

With reference to the notification letter of [date of the letter], I hereby confirm the appointment of your firm to the University Framework for Search Consultancy Services ("the Framework") [completed on signing].

This appointment and the operation of the Framework shall be subject to the terms and conditions of the Request for Tenders for the Appointment to the Framework for Search Consultancy Services document, advertised on e-Tenders on the 23rd July 2015 (RFT).

Signed for and on behalf of the University College Cork.

—

Fiona Thomson
Acting Procurement Officer
Acceptance

