



Contract Manager  
Fixed Voice & VoIP Framework Agreement  
Government Networks Section  
CMOD, Department of Finance

## **Schedules 1 to 11**

# **Fixed Voice and Voice over IP (VoIP) Framework Agreement (FVFA)**

## **Vendor Participation Agreement**

**Framework for the Provision of  
Fixed Voice and Voice over IP (VoIP) Services  
and Associated Products and Services**

**VENDOR PARTICIPATION AGREEMENT**

Between

Department of Finance

And

[Vendor's Full Name]

**PART A.**

- A1. Whereas the **Department of Finance** published a tender for Participation in a Framework for the Supply of Fixed Voice and Voice over IP (VoIP) Services and Associated Products and Services in the Official Journal of the European Communities on the [Tender Publication Date] and, having evaluated the response of [**Vendor's Full Name**] (“[the VENDOR]”) to that tender, has selected [the VENDOR] as a suitable vendor to participate in the Framework.
  
- A2. This **VENDOR PARTICIPATION AGREEMENT** (VPA) is made between the Department of Finance and [the VENDOR].
  
- A3. [The VENDOR] and the Department of Finance agree that the terms of this Vendor Participation Agreement will govern [the VENDOR]'S participation in the Framework for the Supply of Fixed Voice and VoIP Services and Associated Products and Services.
  
- A4. [The Vendor] agrees to be bound by the terms of the Framework for the provision of Fixed Voice and VoIP Services and associated products and services.
  
- A5. This Agreement will commence on .....
  
- A6. For and on behalf of:
  - i. Name of Participating Vendor: [Vendor's Full Name]
  
  - ii. Address: [Vendor's Address]
  
  - iii. By (Authorised Signature): .....
  
  - iv. Name (Please Print): .....
  
  - v. Title: .....
  
  - vi. Date: .....
  
- A7. For and on behalf of the Department of Finance, Government Buildings, Dublin 2.
  - i. By (Authorised Signature): .....
  
  - ii. Name (Please Print): .....
  
  - iii. Title: .....
  
  - iv. Date: .....

## **AGREEMENT SCHEDULES**

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## *Schedule 1.*

### *S1. Definition of Terms*

For the purposes of this agreement, the definitions listed below will be read as described.

1. **The Framework** is the multi-vendor Framework for the provision of Fixed Voice and VoIP Services and Associated Products and Services established on foot of the tender published in the Official Journal of the European Communities on the [Tender Publication Date] (OJEC reference [OJEC Reference No]).
2. **CONTRACT MANAGER** is an individual or organisation that may be appointed by the Department of Finance to take responsibility for maintaining the smooth, efficient and viable operation of the Framework. Where no such CONTRACT MANAGER is appointed any reference to a CONTRACT MANAGER herein shall be taken as meaning the Department of Finance.
3. **CUSTOMER** is a public or civil service body or non-commercial state agency that has been listed in section 1.4.1 of Schedule 12 to participate in the Framework.
4. **VENDOR** is a company, consortium or other entity that has successfully tendered to participate in the Framework.
5. **Fixed Voice and VoIP Services** are voice communications services (i.e. local, national and international calls) for the wide range of organisational unit sizes in the Irish non-commercial public service.
6. **Associated Product/Service** is a product/service that is related to the provision of usable Fixed Voice and VoIP Services and may include, inter alia, network access infrastructure links, installation, configuration, management, support, maintenance, billing, repair, traffic switching and termination, allocation of DDI numbers, etc.
7. **[The VENDOR]'S Agreed Range** will be that range of services and products proposed by [the VENDOR], and accepted by the CONTRACT MANAGER, in response to the tender on foot of which the Framework was established. [The Vendor]'s agreed range may only be revised, to take account of service, product and market developments over time, with the agreement of the CONTRACT MANAGER.
8. **Contract** is any agreement or arrangement between parties to the Framework that relates to the supply of products or services through the Framework.
9. **In Writing** will be understood to include electronic as well as handwritten or printed representations of information. For example an order submitted electronically will be deemed to have been submitted in writing.
10. **Mini Competition** is a process whereby all VENDORS in the Framework, and only the VENDORS in the Framework, are invited to bid for the supply of services or products through the Framework.
11. **Working Day** is any day excluding Saturday, Sunday and public holidays.
12. **Selling Rights** are those permissions granted by the CONTRACT MANAGER to [the VENDOR] to sell services and products through the Framework.

## **S2. General Terms**

### **S2.1 Parties to the Framework**

The Parties to the Framework are:

- (i) The CUSTOMERS, being those parties defined as such as per item S1 (3) above.
- (ii) The VENDORS, including [the VENDOR], being those parties defined as such as per item S1 (4) above.
- (iii) The Department of Finance, being the CONTRACTING AUTHORITY. The Department of Finance may be a CUSTOMER of the Framework.

The Department of Finance and [the VENDOR] shall in the fulfilment of their respective obligations hereunder act in good faith and in a professional and fair manner at all times exercising all due skill, care and attention.

### **S2.2 Roles & Delegations**

#### *S2.2.1 The Department of Finance*

- (i) The role of the Department of Finance is to endeavour to ensure that the Framework is implemented in full accordance with all legal requirements and to manage the participation of VENDORS to maximise the benefits of the agreement to the CUSTOMERS. In this regard the Department of Finance may recognise any body established by the CUSTOMERS to represent the CUSTOMERS' interests in the Framework and incorporate that body in the management of the Framework.
- (ii) The Department of Finance may delegate or sub contract any such tasks or functions related to its role as owner and manager of the agreement to any individual or organisation it deems suitably qualified.
- (iii) The Department of Finance may act as or nominate or appoint an individual or organisation to act as CONTRACT MANAGER of the Framework with responsibility for maintaining the smooth, efficient and viable operation of the Framework.
- (iv) Any delegate, sub-contractor, or CONTRACT MANAGER appointed by the Department of Finance pursuant to (ii) or (iii) above, shall at no time be an agent of the Department of Finance. The Department of Finance shall have no liability whatsoever or howsoever arising from any act or omission of the said delegate, sub-contractor or CONTRACT MANAGER.

### S2.2.2 [The VENDOR]

- (i) The role of [the VENDOR] is to endeavour to make the Framework the CUSTOMERS' preferred mechanism for procuring Fixed Voice and VoIP Services and associated products and services by making an attractively priced and specified range of services and products that are aimed at addressing the CUSTOMERS' needs available through the Framework.
- (ii) [The VENDOR] agrees to act in full compliance with any and all directions of the Department of Finance or the Department of Finance's duly authorised delegate or the CONTRACT MANAGER.
- (iii) As per the requirements set out at Sections 3.9 (a) and (b) of Schedule 12, [the VENDOR] will nominate or appoint an individual to act as [the VENDOR]'S CONTRACT LIAISON with responsibility for monitoring the ongoing operation of the Framework from [the VENDOR]'S perspective and for raising any unresolved issues with the CONTRACT MANAGER.
- (iv) Subject to obtaining the approval of the CONTRACT MANAGER, [the VENDOR] may delegate or sub contract any such tasks or functions related to its role as VENDOR to any individual or organisation [the VENDOR] deems suitably qualified. It is [the VENDOR]'S responsibility to put in place any such constraints or procedures necessary to ensure that [the VENDOR]'S delegates or sub contractors do not compromise [the VENDOR]'S obligations and responsibilities under the Framework and to ensure that the arrangements governing such delegations or sub contracts are fully compliant with any relevant directions of the CONTRACT MANAGER or conditions imposed by the CONTRACT MANAGER.
- (v) Any CONTRACT LIAISON or VENDOR delegate or sub-contractor referred to above in points (iii) and (iv) shall at all times be an agent of [the VENDOR]. Any act of such an agent which if carried out by [the VENDOR] would constitute a breach of this VENDOR PARTICIPATION AGREEMENT, shall constitute a breach on the part of [the VENDOR] of this VENDOR PARTICIPATION AGREEMENT. [The VENDOR] agrees to at all times keep the Department of Finance fully indemnified in respect of all acts or omissions on the part of [the VENDOR] itself, its servants and agents.

### **S2.3 Duration**

- (i) The Framework will endure in accordance with the provisions set out at Section 2.8 of Schedule 12 from the date of its commencement unless it is terminated at an earlier date by an order of the Department of Finance. The review set out in these provisions is detailed at Schedule 16.
- (ii) This VENDOR PARTICIPATION AGREEMENT will endure so long as the Framework endures unless (1) it is first terminated by [the VENDOR] or (2) it is first terminated by the Department of Finance by the service of one month's written notice on the Vendor. Termination by [the VENDOR] will be subject to the conditions given in clause S2.17 of this Vendor Participation Agreement.

(iii) Any order of the Department of Finance to terminate the Framework will be made subject to the following conditions:

a. That the date of termination will not be greater than 3 years from the date of the Framework's commencement or, where an extension to the original term of the Framework has been exercised, not greater than the expiry date of the extension

**And**

b. That the DEPARTMENT OF FINANCE will serve one month's notice to all parties to the Framework of its intention to terminate it.

## **S2.4 Scope**

(i) The Framework will be for the provision of –

- a. Fixed Voice and VoIP services (i.e. local, national and international calls) for the wide range of organisational unit sizes in the Irish non-commercial public service in accordance with the service requirements set out at Part 3 of Schedule 12
- b. Associated Services related to the provision of usable Fixed Voice and VoIP Services, such as, installation, configuration, management, support, maintenance, billing, repair, etc.
- c. Access services such as those that provide a network infrastructure link between a Customer site and a Fixed/VoIP Carrier Network.
- d. Traffic Management services such as allocation of DDI and freephone numbers, switching and termination.

(ii) [The VENDOR] may only sell those service and product types through the Framework that are covered by the scope of the Framework and in the way they are described in Schedules to the Vendor Participation Agreement and associated Price Catalogue.

(iii) CUSTOMERS may select any service or product type from the VENDOR'S agreed range and [the VENDOR] may propose any service or product type from that agreed range in accordance with the ordering mechanisms described in section S4 of this VPA.

(iv) No CUSTOMER will be required to purchase any level of any service or product type offered under the Framework.

(v) CUSTOMERS will remain free to purchase any service or product type offered under the Framework, or any similar or identical service or product type, outside the Framework.

(vi) Customers that procure any Voice services under this Framework will **not** be bound to procure any devices or equipment as part of the service procurement.



## **S2.5 Ownership & Intellectual Property Rights (IPR)**

- (i) All ownership in any new copyright or other IPR pertaining to the Framework, including but not limited to the copyright of the Framework itself, this agreement and any and all data, information, reports, documents and images relating to them will reside solely with the Department of Finance. Additionally, the Department of Finance may use licence and distribute any documents arising under this agreement to the CUSTOMERS and any permissions of use required from [the VENDOR] with regard to background intellectual property shall be provided without delay and upon a royalty free and perpetual manner.
- (ii) The Department of Finance may during the course of this Agreement require certain licences to facilitate the implementation and use of any systems and processes from [the VENDOR] to permit the CUSTOMERS to take benefit of the purchasing and ordering envisaged under this agreement. Any such licences are and shall be granted to Department of Finance and CUSTOMERS on a royalty free basis during the term of this Agreement.
- (iii) All ownership in any new copyright pertaining to any agreement between [the VENDOR] and the CUSTOMER, including but not limited to the copyright of the agreement itself and any and all data, information, reports, documents, bespoke or developed software and images relating to its operation will reside solely with the CUSTOMER.
- (iv) Title in any product shall pass to the CUSTOMER upon full payment of the agreed sum for that product under the terms of the relevant agreement between the CUSTOMER and [the VENDOR].
- (v) For the avoidance of doubt none of the above provisions affect the pre-existing intellectual property rights or any background intellectual property rights of the Department of Finance, [the VENDOR] or the CUSTOMER.

## **S2.6 Liability**

- (i) [The VENDOR] will be jointly and severally liable for any failure on [the VENDOR]'S part or on the part of any Contract Liaison, delegate or sub contractor acting on behalf or at the behest of [the VENDOR] to meet the requirements of any contract, agreement or arrangement concluded under the Framework. Such requirements include, but are not limited to, adherence to health and safety and environmental protection legislation.
- (ii) No liability or obligation arising from a contract, agreement or arrangement concluded between parties to the Framework may be imposed upon or extended to any other party.
- (iii) The Department of Finance shall not be held liable by any party to this Vendor Participation Agreement or to the Framework for any act or omission of the Department of Finance, its servants, agents or employees whether pursuant to the Vendor Participation Agreement, the Framework or otherwise.

## **S2.7 Information**

- (i) [The VENDOR] will provide any information relating to [the VENDOR]'S participation in the Framework that the CONTRACT MANAGER requests. Such information will be supplied promptly, in the format and media prescribed by the CONTRACT MANAGER and all costs associated with the supply of such information will be borne by the party supplying it.
- (ii) The CONTRACT MANAGER may disseminate any information relating to the Framework or [the VENDOR]'S participation in it to the CUSTOMERS. Under certain circumstances certain information, such as service and product specifications and prices, will be advertised among the CUSTOMERS and [the VENDOR] acknowledges this and accepts the loss of confidentiality in these circumstances. The CONTRACT MANAGER will inform [the VENDOR] when and where such circumstances will apply.
- (iii) [The VENDOR] acknowledges that the Department of Finance and the CUSTOMERS of the Framework are subject to the Irish Freedom of Information Act and that information provided by [the VENDOR] or relating to [the VENDOR] may be released to the public. It is [the VENDOR]'S responsibility to identify any information [the VENDOR] wishes to be withheld, together with valid reasons under the Act for withholding that information and a reasonable time limit after which the information may be released.
- (iv) Notwithstanding the fact that the Department of Finance and [the VENDOR] will make all reasonable endeavours to keep all information relating to the Framework and this Agreement confidential, no party to the Framework will be liable for any loss or damage caused by the passing of information to parties outside the Framework.

## **S2.8 Service and Product Worthiness & Suitability for Use**

- (i) [The Vendor] confirms that all services and products offered through the Framework are of merchantable quality and conform to all relevant technical and quality standards laid down by National and EU Legislation, and to all licenses and authorisations governing the provision of Fixed Voice and VoIP Services in Ireland. Where it can be shown that [the VENDOR] has sold a service or product through the Framework that is in contravention of this confirmation [the VENDOR] will remedy/replace that service or product or refund the cost and make good any direct loss or damage caused.
- (ii) [The Vendor] confirms that all services and products offered through the Framework are suitable for use in terms of, inter alia, robustness, noise and other emissions, and are in compliance with all relevant national and international standards and guidelines in this regard. Where it can be shown that [the VENDOR] has sold a service or product through the Framework that is in contravention of this confirmation [the VENDOR] will remedy/replace that service or product or refund the cost.
- (iii) [The Vendor] guarantees that all services and products offered through the Framework will meet or exceed the relevant specifications published by the CUSTOMER in a Request for Quote for which the services or products are offered in response or any minimum specifications set by the CONTRACT MANAGER.

- (iv) [The Vendor] guarantees that where a service or product is proposed to address a specific intended use the service or product will be suitable in all regards for that use.

## **S2.9 Force Majeure**

- (i) *Force Majeure* will be understood to mean any circumstance that is beyond the party's reasonable control and which either temporarily or permanently prevents it from meeting its contractual obligations.
- (ii) *Force Majeure* will not be taken to mean any circumstance arising out of commercial activity to include but not limited to product and raw material shortages, production delays, industrial disputes, etc., that the party can be expected to manage.
- (iii) Where genuine *force majeure* circumstances arise the affected party must notify the CONTRACT MANAGER on or before the next working day.

## **S2.10 Interpretation, Precedence & Jurisdiction**

- (i) Where any ambiguity or confusion arises out of the meaning or interpretation of any word or term used in this agreement or any other document relating to it, the meaning and interpretation attributed to that word or term by the Department of Finance will be final. The Department of Finance will not accept responsibility for any misunderstanding of this agreement or any other document relating to it.
- (ii) Where a period is specified in calendar days or working days that period will be deemed to commence on the appropriate day (calendar or working) after the event that gives rise to the period (e.g. an order gives rise to a delivery time limit) and to expire at midnight or at 5 p.m. (local time) for calendar and working days respectively on the last day of the period.
- (iii) The order of precedence relating to any contract, agreement or arrangement concluded under the Framework is as follows –
  - a. The Laws of the Republic of Ireland,
  - b. The terms and conditions of this VENDOR PARTICIPATION AGREEMENT,
  - c. The CUSTOMER'S own terms and conditions,
  - d. [The VENDOR]'S own terms and conditions.
- (iv) Where any apparent conflict arises between the terms and conditions of any contract, agreement or arrangement concluded by [the VENDOR] on foot of the Framework and those of this agreement the terms and conditions of this agreement will take precedence.
- (v) [The VENDOR] will provide the CONTRACT MANAGER with copies of any contract, agreement or arrangement concluded on foot of the Framework on or before the next working day after being asked to do so.
- (vi) The Framework and any contracts, agreements or arrangements concluded on foot of it, including this VENDOR PARTICIPATION AGREEMENT, will be subject to the jurisdiction of the Republic of Ireland.

### **S2.11 Tax & Legal Compliance**

- (i) [The VENDOR] will maintain itself in full compliance with all taxation obligations imposed by Irish Law for the full duration of this VENDOR PARTICIPATION AGREEMENT.
- (ii) It is [the VENDOR]'S responsibility to have and to maintain any necessary qualifications, permissions, licences, etc. regarding the supply of the proposed services and products and to produce evidence of these upon demand by the CONTRACT MANAGER or the CUSTOMER.
- (iii) It is [the VENDOR]'S responsibility to ensure that it is adequately appraised of the issues pertaining to it regarding the conduct of business by it through the Framework.
- (iv) [The VENDOR] will conduct all business through the Framework in full compliance with all relevant primary and secondary legislation and associated regulations.

### **S2.12 Prohibition on Anti-Competitive Practices**

- (i) [The VENDOR] will not initiate or participate in any action or arrangement that might have the result of influencing or undermining the normal competitive forces within the Framework. Such actions or arrangements include, but are not limited to, collusive arrangements with customers, collusive arrangements with other vendors, selective discounts or rebates, etc.
- (ii) [The VENDOR] will not use the existence of the Framework to influence or undermine the normal competitive forces at work in the market at large.

### **S2.13 Commissions, Levies & Fees**

- (i) Any party to this agreement may charge its delegates or sub contractors any commission, levy or fee it deems appropriate to the function so delegated or sub contracted.
- (ii) [The VENDOR] may not charge the CUSTOMER or the Department of Finance or any delegate or sub-contractor of the CUSTOMER or of the Department of Finance any commission, levy or fee of any kind, other than the cost of those services or products procured from [the VENDOR] by the CUSTOMER, CUSTOMER'S delegate or sub-contractor, Department of Finance, Department of Finance's delegate or Department of Finance's sub-contractor through the Framework.
- (iii) The Department of Finance may charge, or authorise the charging of [the VENDOR] any such commissions, levies or fees, including penalties, it deems appropriate to the effective operation of the Framework.

## **S2.14 Conflicts of Interest**

- (i) Any registrable or declarable interest involving [the VENDOR], or any person connected to [the VENDOR], must be fully disclosed to the CONTRACT MANAGER immediately upon such information becoming known to [the VENDOR]. The terms “registrable interest”, “declarable interest” and “connected person” shall be interpreted as per Section 2(1) of the Ethics in Public Office Act, 1995 or Section 166 of the Local Government Act, 2001 as appropriate.
- (ii) Any interest in any existing or proposed contract, agreement or arrangement involving [the VENDOR] that could reasonably be perceived as conflicting with the Framework or any existing or proposed contract, agreement or arrangement concluded or to be concluded under it must be disclosed to the CONTRACT MANAGER and all other affected parties immediately.
- (iii) It is the responsibility of the party that believes its interests may be in conflict to bring the CONTRACT MANAGER’S attention to the conflict of interest.
- (iv) The CONTRACT MANAGER’S opinion as to whether or not an interest represents a conflict of interest will be final.
- (v) The CONTRACT MANAGER’S decision regarding the resolution of conflicts of interest will be final.

## **S2.15 Bonds & Guarantees**

- (i) Without prejudice and at any time during the lifetime of the Framework, the CONTRACT MANAGER may require [the VENDOR] to underwrite any aspect of [the VENDOR]’S performance or participation in the Framework by means of a bond or guarantee. The nature, terms and conditions of the bond or guarantee will be as prescribed by the CONTRACT MANAGER.
- (ii) Without prejudice, the CUSTOMER may, with the express agreement of the CONTRACT MANAGER, require [the VENDOR] to underwrite any aspect of [the VENDOR]’S execution of any term or condition of any contract, agreement or arrangement concluded under the Framework by means of a bond or guarantee. The nature, terms and conditions of the bond or guarantee will be as prescribed by the CUSTOMER.
- (iii) The details of all bonds and guarantees, including the terms and conditions, must be notified to and agreed with the CONTRACT MANAGER.

## **S2.16 Contract Terms**

- (i) Purchases under the Framework will be made by individual contracts, concluded by the CUSTOMER or the CUSTOMER’S delegate or sub-contractor on the one hand and [the VENDOR] or [the VENDOR]’S delegate or sub-contractor on the other.

- (ii) All contracts concluded under the Framework will be concluded in writing. Where the CONTRACT MANAGER requests a copy of any contract concluded on foot of the Framework [the VENDOR] will provide such a copy in the medium and manner specified by the CONTRACT MANAGER.
- (iii) It is the [the VENDOR]'s responsibility to ensure that any contract concluded between the CUSTOMER or the CUSTOMER'S delegate or sub-contractor and [the VENDOR] or [the VENDOR]'S delegate or sub-contractor under the Framework is in full compliance with all relevant legislation and this VENDOR PARTICIPATION AGREEMENT.
- (iv) *Drawdown Agreements*, whereby an agreement is made to procure services and/or products from [the VENDOR] over a period of time will be permitted under the Framework only where –
  - a. The Drawdown Agreement is concluded on foot of a Mini Competition; and
  - b. The duration of the Drawdown Agreement can be for any period of time to a maximum of 2 years using any options defined in the Drawdown Agreement; and
  - c. Notwithstanding the above, the Drawdown Agreement expires on a date not later than the date of the Framework's expiration or termination.
- (v) No service or product other than those necessitated by the ongoing maintenance of a product procured through the Framework may be procured on foot of a contract concluded under the Framework once the Framework has expired or terminated.
- (vi) The CONTRACT MANAGER shall have the right to examine the terms and conditions and the manner of execution of any contract concluded under the Agreement.

## **S2.17 Termination**

- (i) [The VENDOR] may terminate its participation in the Framework by giving 3 months notice in writing to the CONTRACT MANAGER.
- (ii) Where [the VENDOR] terminates its participation in the Framework [the VENDOR] agrees not to use any information or experience gained through [the VENDOR]'S participation in the Framework to deliberately undermine the Framework's efficiency or operation, or in any way that could be reasonably perceived as threatening the efficiency or operation of the Framework.
- (iii) Where [the VENDOR] terminates its participation in the Framework [the VENDOR] agrees not to take any deliberate action aimed at undermining the Framework's efficiency or operation or any other action that could be reasonably perceived as threatening the efficiency or operation of the Framework.

## **S2.18 Transfer**

- (i) Where the CONTRACT MANAGER believes that a change has occurred, subsequent to a tendering process, to [the VENDOR]'S personal circumstances, business and/or technical capacity or in respect of any criterion that was used to evaluate [the VENDOR]'S suitability to participate in the Framework and that that change is likely to have a significant and detrimental impact on [the VENDOR]'S participation the CONTRACT MANAGER may –
  - a. Revoke [the VENDOR]'S Selling Rights through the Framework either permanently or until such time as the CONTRACT MANAGER is satisfied of [the VENDOR]'S suitability to continue participating in the Framework

**Or**

  - b. Require [the VENDOR] to underwrite its performance by means of a guarantee or bond as defined by the CONTRACT MANAGER.

## **S2.19 Severance**

If any of the provisions of this agreement are rendered, by any Court decision or as a result of any statute or Government Order, invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and shall be deemed not to form part of this agreement and the enforceability of the remainder shall not be affected.

## **S2.20 Changes to these Terms and Conditions**

- (i) The CONTRACT MANAGER, acting on behalf of the Department of Finance and the CUSTOMERS, may at any time during the life of the Framework alter, extend or delete any term or condition of the Framework or introduce new terms or conditions to the Framework subject to:
  - a. Having first given two weeks' notice of the intended change to all parties to the agreement. It is the respective parties' responsibility to disseminate such notices of intended changes to their relevant delegates and sub-contractors, etc.

**AND**

  - b. Having obtained the express agreement of all VENDORS to each proposed change prior to the date such changes are to come into effect.

## **S2.21 Unsolicited Mail Or E-Mail**

- (i) [The VENDOR] will not send unsolicited mail/e-mail referring to the Framework to CUSTOMERS without the CONTRACT MANAGER's permission in each instance.
- (ii) Where [the VENDOR] does send such unsolicited mail or e-mail without the express permission of the CONTRACT MANAGER the CONTRACT MANAGER may impose such sanctions as the CONTRACT MANAGER deems appropriate in accordance with section S10 of this Vendor Participation Agreement.

## **S2.22 Governance**

[The VENDOR] undertakes to establish, operate and maintain the governance arrangements and structures set out at Schedule 18.

### **S3. Participation**

#### **S3.1 The CUSTOMER**

- (i) Any body or agency provided for under the terms of Schedule 12 through which the Framework was established may be designated a CUSTOMER of the Framework upon that body or agency's acceptance of the Framework Terms and Conditions.

#### **S3.2 [The VENDOR]**

- (i) By virtue of being selected as a VENDOR on foot of the tendering exercise through which the Framework was established, [the VENDOR] is granted non-exclusive Selling Rights that may only be revoked, either temporarily or for the duration of the Framework, by the Department of Finance or the CONTRACT MANAGER during the lifetime of this VENDOR PARTICIPATION AGREEMENT.
- (ii) Where the CONTRACT MANAGER has revoked [the VENDOR]'S Selling Rights neither [the VENDOR] nor [the VENDOR]'S delegates or sub-contractors may make any services or products available through the Framework until the CONTRACT MANAGER restores [the VENDOR]'S Selling Rights. For the avoidance of doubt this item does not affect the obligations of either [the VENDOR] or the CUSTOMER under any contract, agreement or arrangement (including Draw-Down Agreements) concluded between [the VENDOR] and the CUSTOMER under the Framework prior to the revocation of [the VENDOR]'S Selling Rights.
- (iii) Where [the VENDOR] engages sub contractors [the VENDOR] will be responsible for the satisfactory execution of the entire contract, including the sub contracted portion, and the sub contractor's satisfactory and professional conduct.
- (iv) Where [the VENDOR] proposes to sub contract any portion of a contract [the VENDOR] must supply the CUSTOMER with full details of that sub contractor's qualifications and experience.
- (v) Where [the VENDOR] proposes that [the VENDOR]'S sub contractor be invoiced directly for any work done [the VENDOR] will supply the CUSTOMER with any tax compliance documentation relating to the sub contractor that the CUSTOMER requires. [The VENDOR] will ensure that his sub-contractor is in compliance with all taxation obligations.
- (vi) [The VENDOR] will commit to active participation in the Framework. The CONTRACT MANAGER may impose sanctions in accordance with section S10 of these Terms and Conditions where the CONTRACT MANAGER is satisfied that [the VENDOR] is not actively responding to mini competitions with a view to winning them.
- (vii) [The VENDOR]'S participation will be subject to monitoring by the CONTRACT MANAGER.



### **S3.3 Other Parties**

- (i) Any other party that acts on behalf or at the behest of the CUSTOMER, [the VENDOR] or the Department of Finance will act only and wholly in accordance with the terms and conditions governing that party on whose behalf or at whose behest it acts.
- (ii) No party that is not a CUSTOMER, VENDOR or the Department of Finance or a delegate or sub contractor of a CUSTOMER, VENDOR or the Department of Finance or that does not act on behalf or at the behest of a CUSTOMER, VENDOR or the Department of Finance may participate in the Framework in any capacity.

## **S4. Ordering Mechanisms**

### **S4.1 General**

- (i) The term *Mini Competition* will refer to a competition between those parties that have been registered as VENDORS in the Framework.
- (ii) Notwithstanding that the rules on advertising and time limits are superseded by those laid down in the terms and conditions of the Framework, any procedure defined in Chapter V of the Public Procurement Directive 2004/18/EC may be used in a Mini Competition.
- (iii) The *Ordering Process* will be understood to mean that process initiated by the CUSTOMER with the intention of procuring services or products through the Framework or of soliciting proposals of any kind from the VENDORS through the Framework whether that process ultimately results in the purchase of a service or product by the CUSTOMER through the Framework or not.
- (iv) The CONTRACT MANAGER may define the format that the ordering process must take.
- (v) Unless otherwise explicitly stated in a CUSTOMER'S Request for Quote, the terms of any quotation supplied by [the VENDOR] in response to a mini competition will hold good for a minimum of 20 working days after the closing date of the mini competition.

### **S4.2 CUSTOMER Managed Mini Competition**

- (i) The CONTRACT MANAGER may require that all Mini Competitions be conducted according to any such procedure or process and adhere to any minimum time limits that the CONTRACT MANAGER may define. [The VENDOR] will comply with any instructions issued by the CONTRACT MANAGER in this regard and will bear any costs associated with such compliance.
- (ii) The CUSTOMER may conduct and manage a Mini Competition between the VENDORS for any value or size of order.

- (iii) The CUSTOMER may extend the time limits for the compilation of responses to a Request For Quote, submission of queries and issuing responses and for the evaluation of VENDORS' responses as appropriate to the needs and circumstances of the competition and the CUSTOMER.
- (iv) The CUSTOMER must include **all** VENDORS under the Framework that are not prohibited from participating in a Mini Competition by reason of any sanction imposed by the CONTRACT MANAGER.
- (v) Neither the CONTRACT MANAGER nor the Department of Finance shall have any liability howsoever arising from the conduct or outcome of a Customer Managed Mini Competition.

#### **S4.3 Direct Purchases**

- (i) Where a CUSTOMER has concluded a Draw-Down Agreement with [the VENDOR] in accordance with item S2.16 (iv), and only in those circumstances, that CUSTOMER may purchase any Fixed Voice and VoIP Service or Associated Product and/or Service being the subject of that Draw-Down Agreement from [the VENDOR] without recourse to a Mini Competition.
- (ii) [The VENDOR] will comply with any direction of the CONTRACT MANAGER regarding the conduct of Direct Purchases including but not limited to any direction relating to the format and/or media to be used.

#### **S5. Award Criteria**

- (i) CUSTOMERS may define *Special Requirements* pertaining to any order placed through the Framework. A Special Requirement is any requirement relating to the fulfilment of an order or the successful or appropriate operation or execution of the services or products being the subject of the order and which cannot be reasonably anticipated at the time of electing to participate in the Framework.
- (ii) Proposals received in response to a Mini Competition conducted under the Framework will be evaluated according to the Award Criteria set out in no particular order below –
  - a. Availability of Tendered Services in Specified Locations
  - b. Cost
  - c. Suitability for Intended Use
  - d. References attesting to the quality of the product and/or services provided by [the Vendor]
  - e. Excess over Specification
  - f. Delivery Conditions
  - g. Special Requirements
- (iii) The CUSTOMER conducting the Mini Competition may ascribe weighted values of its choice to each criterion to reflect the requirements of the particular Mini Competition.

- (iv) The decisions of the CUSTOMER conducting the Mini Competition with regard to the Award Criteria to be used for evaluating responses and the weightings to be ascribed to them are final.
- (v) In all cases, the Award Criteria pertaining to the Mini Competition, together with their ascribed weightings, will be published in the Request For Quote.
- (vi) The CUSTOMER conducting the Mini Competition will apply the award criteria contained in the Request For Quote in accordance with the core principles of equal treatment, mutual recognition, proportionality and transparency.
- (vii) Neither the CONTRACT MANAGER nor the Department of Finance will have any liability whatsoever in respect to the conduct and outcome of a mini competition.
- (viii) The CUSTOMER conducting the Mini Competition will not be bound to accept the lowest priced or any proposal it receives.

## **S6. Order Fulfilment**

### **S6.1 General**

- (i) An order placed through the Framework will be understood to have been fulfilled when the CUSTOMER has accepted delivery of all of the items included on the order.
- (ii) The term *delivery lead time* will be read as the interval between the date on which an order is submitted by the CUSTOMER and the date on which the CUSTOMER takes delivery of **all** of the services or products ordered.
- (iii) The delivery lead time will commence on the working day following the date on which the CUSTOMER'S order is submitted and will end on the date that **all** of the services and/or products being the subject of the CUSTOMER'S order are delivered.

### **S6.2 Time Limits**

- (i) [The VENDOR] will specify a delivery lead time in working days on [the VENDOR]'S response to the CUSTOMER'S Request For Quote and ensure that the CUSTOMER receives delivery within that specified lead time.
- (ii) The delivery lead time mentioned in item S6.2 (i) above may only be extended with the express agreement of the CUSTOMER. The CUSTOMER will be free to give or withhold its agreement to an extension at its sole discretion.
- (iii) [The VENDOR] may not make deliveries that, while observing the delivery lead time mentioned in S6.2 (i) above, would result in the partial fulfilment of a CUSTOMER'S order on a temporary or permanent basis without providing the CUSTOMER with at least 2 working days' notice.

### **S6.3 Delivery Methods**

- (i) A Delivery Method will be understood to be any process or otherwise by which [the VENDOR] completes the execution of all relevant tasks associated with the provision of a service to the satisfaction of the CUSTOMER, or any process or otherwise by which [the VENDOR] provides the CUSTOMER with ownership and physical possession of products, ordered through the Framework.
- (ii) [The VENDOR] will advise the CONTRACT MANAGER of its Delivery Methods and any details pertaining to its Delivery Methods that the CONTRACT MANAGER requests.
- (iii) [The VENDOR] will define a *Delivery Method* or *Methods*, in consultation with the CONTRACT MANAGER. [The VENDOR] may propose a Delivery Method at any stage during the Framework.
- (iv) [The VENDOR]'S Delivery Method/s will be available to all CUSTOMERS of the Framework. The cost of each Delivery Method will be the same for all customers.
- (v) No change to [the VENDOR]'S Delivery Method/s or any change to the terms or conditions relating to [the VENDOR]'S Delivery Method/s will be considered valid without the prior approval of the CONTRACT MANAGER.

### **S6.4 Acceptance**

- (i) The provision of service(s) to the CUSTOMER, or deliveries of product to the CUSTOMER'S premises, are subject to acceptance by the CUSTOMER.
- (ii) The CUSTOMER may specify Acceptance Criteria on either its order or on the standard Request For Quote.
- (iii) [The VENDOR] will allow 5 working days, or any other such period that has been agreed, from the date of delivery for the CUSTOMER to conduct any test or inspection to establish whether or not the CUSTOMER'S Acceptance Criteria have been met.
- (iv) Where the CUSTOMER is not satisfied, for whatever reason, that its Acceptance Criteria have been met by part or all of the delivery the CUSTOMER is free to reject that part or all of the delivery without prejudice or liability of any kind.
- (v) The CUSTOMER will notify [the VENDOR] of the CUSTOMER'S acceptance or rejection of the delivery as soon as possible and in any case not later than 5 working days after the date of delivery or such other period as was agreed under S6.4 (iii).
- (vi) Upon being notified of the CUSTOMER'S rejection of a delivery [the VENDOR] will make all necessary arrangements, and bear all associated costs, to discontinue the service if applicable, and/or to remove rejected items from the CUSTOMER'S premises within 5 working days of the notification.

- (vii) A CUSTOMER'S acceptance of an order will not affect that CUSTOMER'S statutory rights with regard to service and product worthiness, warranted performance or in any other regard. [the VENDOR]'s guarantees under clause S2.8 will continue notwithstanding the Customer's acceptance of an order.

### **S6.5 Billing Cycle**

[The VENDOR] must provide the CUSTOMER with a single monthly bill for all services and products. Furthermore, the bills must be issued on a calendar month basis.

## **S7. Price Catalogue.**

- (i) The price catalogue for the services outlined in S2.4 (i) shall be as listed in Schedule 15.
- (ii) [The VENDOR] must make their tariff packages and price lists available to the CONTRACT MANAGER as and when required. The CONTRACT MANAGER may at any time and at its sole discretion make these prices available to the CUSTOMERS.
- (iii) [The VENDOR] may propose revisions to these tariff packages, price lists and associated specifications at any time. [The VENDOR] may, having advised the CONTRACT MANAGER of the proposed revisions and obtained the CONTRACT MANAGER'S approval for those revisions in advance, revise their tariff packages, price lists and/or specifications.
- (iv) Changes that would, in the opinion of the CONTRACT MANAGER, result in a poorer overall specification, or decreased value for money, will not be approved.

## **S8. Price Calculation**

### **S8.1 Prices**

- (i) [The VENDOR] guarantees that all of the conditions of pricing set out at Section 5.1 of Schedule 12, will be complied with in full for the duration of this agreement.
- (ii) [The VENDOR] guarantees that the price of any service or product included in [the VENDOR]'S tariff packages and price lists published through the Framework is, at the time of publication, equal to or less than [the VENDOR]'S lowest price available to any Irish public or civil service body or state agency.
- (iii) [The VENDOR] guarantees that the price of any item or service included in [the VENDOR]'S response to any given Request For Quotation submitted by a CUSTOMER of the Framework will be, at the time that response is submitted, equal to or less than [the VENDOR]'S lowest price available to any Irish public or civil service body or state agency.

- (iv) [The VENDOR] guarantees that any prices offered in response to any competition conducted under this Framework and accepted by a public body will constitute [the VENDOR]'S ceiling prices for those services/products for all public bodies from the next billing period onwards and that [the VENDOR]'S tariff packages and price lists will be revised accordingly. All customers (including those with existing service and/or drawdown arrangements) must be charged at the revised prices at the commencement of the next billing period.
- (v) [The VENDOR] will supply any information the CONTRACT MANAGER requests to demonstrate [the VENDOR]'S compliance with the above guarantees within two working days of such a request.
- (vi) Where it can be shown that [the VENDOR] is in accidental breach of either one or both of the above guarantees [the VENDOR] will refund the difference between the amount paid by all CUSTOMERS (where applicable), including any commissions, levies or fees that [the VENDOR] has recovered from all CUSTOMERS on its own behalf or on behalf of another party, and the lower price made available by [the VENDOR] to an Irish public or civil service body or state agency.
- (vii) Where it can be shown that [the VENDOR] has been deliberately or repeatedly in breach of the above guarantees or that [the VENDOR] has not applied due diligence in calculating the price it charges the CUSTOMER so that it is in accordance with the terms and conditions of the Framework, the CONTRACT MANAGER may impose whatever sanction or sanctions it considers appropriate within the terms described in section S10 of this document.
- (viii) The format of a **Tariff Package** for the purposes of this **Framework** set out in **Schedule 15 – Price Catalogue**. There is no restriction or limit to the number or types of different Tariff Packages a CUSTOMER can subscribe to from either the same Vendor and/or from different Vendors; however, a CUSTOMER may not select individual modules from different Tariff Packages.

## **S8.2 Price Revision Procedure**

### **1. CONTRACT MANAGER ALERTED**

If a Tariff Package is revised then [the VENDOR] must immediately alert the CONTRACT MANAGER by email detailing the Tariff Package in question, the revised charges, and the contact details of the CUSTOMER involved in the mini-competition which gave rise to the price revision.

### **2. ONLINE PRICE CATALOGUE UPDATED**

The CONTRACT MANAGER will immediately update the online Price Catalogue in order to ensure that the latest effective prices are available to all the CUSTOMERS.

### **3. VENDOR BILLING SYSTEM UPDATED**

[The VENDOR]'s Billing system must be modified immediately in order that all CUSTOMERS will benefit from the revised prices from the commencement of the next billing period.

#### **4. REVISED PRICES EFFECTIVE AT COMMENCEMENT OF NEXT BILLING PERIOD**

The next Billing period will commence on the first day of the Calendar month directly following the month the revised Tariff Package was accepted by the CUSTOMER.

CUSTOMERS must be charged at the revised prices at the commencement of the next Billing period.

#### **5. CUSTOMER REFUND**

Where there is a delay in updating the Billing system and CUSTOMERS are not charged at the new revised price then provision should be made to refund charges to all CUSTOMERS at the next Billing period.

The refund must be deducted from the next invoice.

### **S9. *Dispute Resolution***

#### **S9.1 *General***

- (i) The Department of Finance may establish, in consultation with the VENDORS and the CUSTOMERS or any body that the CUSTOMERS have put forward to represent their interests, any such mechanisms for resolving disputes and/or appealing decisions made by the CONTRACT MANAGER as it deems appropriate to the smooth, efficient and viable operation of the Framework.
- (ii) Without prejudice to their legal rights, all parties to the Framework will agree to make all reasonable efforts to resolve any dispute between themselves and any other party to the Framework as quickly and amicably as possible.
- (iii) No party to the Framework may rely on any other party to the Framework to arbitrate or resolve any dispute between a particular party to the Framework and that party's delegates or sub-contractors.

#### **S9.2 *Between CUSTOMERS and [the VENDOR]***

- (i) Where a dispute arises between a CUSTOMER and [the VENDOR] and either party considers it unlikely that an amicable or satisfactory resolution will be arrived at, that party may invite the CONTRACT MANAGER to arbitrate or invoke those mechanisms mentioned in item S9.1 (i) above.

#### **S9.3 *Between the CONTRACT MANAGER and [the VENDOR]***

- (i) Where [the VENDOR] believes that the CONTRACT MANAGER is not acting in a manner commensurate with the role assigned to the CONTRACT MANAGER by the Department of Finance [the VENDOR] may seek to have the CONTRACT MANAGER

censured by the Department of Finance in any manner that the Department of Finance deems appropriate and which is provided for in the contract, agreement or arrangement by which the CONTRACT MANAGER is appointed.

- (ii) Where the Department of Finance is acting as the CONTRACT MANAGER and the option given above is considered unsatisfactory by [the VENDOR] the relevant parties will seek to resolve the issue by a mutually agreeable means. Such means may include arbitration by a panel of neutral CUSTOMERS and VENDORS or by a mutually agreed independent third party. Any costs associated with securing and retaining the agreed arbitration service will be shared equally between the parties at dispute.
- (iii) Where a dispute cannot be resolved, [the VENDOR]'S only redress shall be to terminate this VENDOR PARTICIPATION AGREEMENT in accordance with section S2.17.

## **S10. Sanctions**

### **S10.1 General**

- (i) The CONTRACT MANAGER may impose any such sanctions, whether financial or otherwise, upon [the VENDOR] for any act or failure to act on the part of [the VENDOR] or on the part of any contract liaison, delegate or sub contractor of [the VENDOR] that has or in the opinion of the CONTRACT MANAGER is likely to have a negative impact on the smooth, efficient and viable operation of the Framework.
- (ii) Any sanction imposed upon [the VENDOR] by the CONTRACT MANAGER is subject to appeal by [the VENDOR] to the arbitration mechanisms defined in section S9.
- (iii) Where [the VENDOR] has been sanctioned by the CONTRACT MANAGER [the VENDOR] may apply to put a bond or guarantee in place that in the opinion of the CONTRACT MANAGER offers adequate protection against a recurrence of the issue that gave rise to the sanction. Such a bond or guarantee may, at the discretion of the CONTRACT MANAGER, be accepted in lieu of the specified sanction.
- (iv) Where [the VENDOR] is dissatisfied with the terms or effects of any sanction imposed upon [the VENDOR] by the CONTRACT MANAGER and upheld by the Department of Finance, [the VENDOR]'S only redress will be to terminate this VENDOR PARTICIPATION AGREEMENT in accordance with the terms given in section S2.17 of this agreement.



## **S10.2 Specific Sanctions**

- (i) Notwithstanding the generality of Condition S10.1 the following specific sanctions may be applied by the CONTRACT MANAGER in the circumstances described:
- a. *Delayed Delivery/Installation/Activation:* Where services or products are not delivered/installed/activated within the lead time specified by [the VENDOR] on [the VENDOR]'S response to the CUSTOMER'S Request for Quote, as per item S6.2 (i), or by such date in excess of that timeframe as has been previously agreed by the CUSTOMER and [the VENDOR], [the VENDOR] will:
    - i. Where delivery/installation/activation is made within 5 working days of the maximum delivery/installation/activation date or of the agreed delivery/installation/activation date, waive any fees associated with that delivery/installation/activation.
    - ii. Where delivery/installation/activation is made in excess of the fifth working day from the maximum delivery/installation/activation date or of the agreed delivery/installation/activation date, waive any fees associated with that delivery/installation/activation and reduce the cost of the service provision or product by 1% for each working day by which the services or products have been delayed.
  - b. *Inadequate Participation:* The CONTRACT MANAGER may suspend [the VENDOR]'S Selling Rights for a period to be decided by the CONTRACT MANAGER where the CONTRACT MANAGER believes [the VENDOR] is not actively participating in the Framework.
  - c. *Anti-Competitive Actions:* Where [the VENDOR] engages in any act that may, in the opinion of the CONTRACT MANAGER, have a negative impact on the normal competitive forces at work within the Framework or an unnecessarily negative impact on the competitive forces at work in the wider marketplace the CONTRACT MANAGER may permanently suspend [the VENDOR]'S Selling Rights through this agreement.
  - d. *Poor Service or Quality:* Where the CONTRACT MANAGER is satisfied that [the VENDOR]'S provision of any of the services as set out at Part 3 of Schedule 12 is poor or that the quality of the products being supplied is poor the CONTRACT MANAGER may suspend [the VENDOR]'S Selling Rights through the Framework until such time as the CONTRACT MANAGER is satisfied that [the VENDOR] will provide services and/or products of an acceptable quality.
  - e. *Failure to Comply with a Direction of the CONTRACT MANAGER:* Where [the VENDOR] fails to comply with any direction of the CONTRACT MANAGER within the timeframe specified or to a standard that is acceptable to the CONTRACT MANAGER the CONTRACT MANAGER may do any or all of the following –
    - i. Suspend [the VENDOR]'S Selling Rights for a period that is in the opinion of the DEPARTMENT OF FINANCE commensurate with [the VENDOR]'S failure to comply.

- ii. Impose a fixed fine on [the VENDOR] to be paid in accordance with the instructions of the CONTRACT MANAGER.
  - iii. Impose any such penalty, whether financial or otherwise, that is agreeable to both the CONTRACT MANAGER and [the VENDOR].
- f. *Service Level Agreements:* [The VENDOR] undertakes to comply with the Service Level Agreements set out at Schedule 17.

## **S11. Service of Notices**

- (i) Any notice to be given or served on foot of this Framework, and for the avoidance of doubt the Vendor Participation Agreement, shall be in writing and for the purposes of this clause in writing excludes electronic representations of information, and may (in addition to any other mode of service prescribed by the CONTRACT MANAGER) be given by directing it to the intended recipient and delivering it by hand or sending same by prepaid post to the address set out for [the Vendor] at clause A6 of this Agreement and for the Department of Finance at clause A7 of this Agreement.
- (ii) Any such notice shall be deemed to have been given or served at the time of delivery when delivered by hand, or, if posted, at the expiration of three working days after the envelope containing the same and properly addressed was put in the post.

# **Department of Finance**

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**Request for Tenders  
for Participation in a  
Framework  
for the Supply of  
Fixed Voice and Voice Over IP Communications  
and  
Associated Products & Services**

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**Date: 21<sup>st</sup> November 2008**

**Issued by CMOD, Department of Finance,  
Lansdowne House, Dublin 4.**

## **IMPORTANT NOTICE TO POTENTIAL RESPONDENTS**

**Please note that all information relating to this tender, including tender documentation, clarifications and changes, will be published on the Irish Government's eTenders website ([www.etenders.gov.ie](http://www.etenders.gov.ie)) ONLY.**

**Please also note that tenders will only be accepted by online submission to the secure postbox set up on [www.etenders.gov.ie](http://www.etenders.gov.ie) for this competition.**

**Respondents must register on this site to receive such information and to submit tenders. This registration is free of charge and there is no charge for documents.**

**The Department of Finance will not accept responsibility for information relayed (or not relayed) via third parties. If the RFT is in any way altered or edited, the subsequent tender may be deemed inadmissible.**

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# ***Part 1***

## ***Introduction & Description of Framework***





## 1.1 Introduction

The Government Networks Programme Board (GNPB) is chaired by the Department of Finance and comprises representatives from the Department of Agriculture & Food; the Department of Social & Family Affairs; the Office of the Revenue Commissioners; and the Education, Health, Justice and Local Authority sectors.

The GNPB is responsible for determining strategic approaches to the development of telecommunications architectures and for planning and overseeing the procurement of managed telecommunications services for the Irish Public Sector. In so doing, it takes into consideration –

- the evolving needs of public bodies,
- the Irish Government’s Decentralisation policy,
- opportunities provided for in EU Procurement law as set out in Directive 2004/18/EC<sup>1</sup>, and
- advances in telecommunications technologies and markets.

In keeping with the National Public Procurement Policy Framework (available at <http://www.finance.gov.ie/documents/publications/other/NPPPFoct2005.pdf>), the GNPB aims to achieve best value for money through the standardisation and aggregation of public sector demand for telecommunications products and services and the satisfaction of that demand through competitive multi-carrier connectivity and provision. In this context, the GNPB has decided to leverage the potential of framework agreements for telecommunications services as provided for by Directive 2004/18/EC.

Accordingly, the GNPB has decided on the establishment of framework agreements for fixed voice and voice over IP (VOIP) services and associated products and services, and has requested the Department of Finance to operate as the Contracting Authority for their establishment on behalf of the non-commercial public sector in Ireland. These framework agreements are intended to maximise volume discounts and provide for reductions in administrative and transaction costs for providers and public sector purchasers. The GNPB will oversee a robust contract management process that, in particular, will focus on achieving high quality services, on achieving best price points, and on ensuring that the framework agreements are delivering overall value for money.

The Department of Finance published a Prior Indicative Notice on 22nd August 2008 on the Irish Government’s eTenders website and in the Official Journal of the European Union (see [http://www.etenders.gov.ie/search/show/search\\_view.aspx?ID=AUG106393](http://www.etenders.gov.ie/search/show/search_view.aspx?ID=AUG106393)) to inform the market of its intention to establish this Framework and the scope of it.

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<sup>1</sup> The text of this Directive is available at [http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l\\_134/l\\_13420040430en01140240.pdf](http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l_134/l_13420040430en01140240.pdf)

## 1.2 Request for Tenders and Vendor Participation Agreement

This document is the Request for Tenders (RFT) from parties interested in applying for the Framework for fixed voice and VOIP services and associated products and services. It is set out as follows –

RFT Part	Description
Part 1	Introduces Requirement Describes the Framework
Part 2	Terms of Tendering Administrative Requirements
Part 3	Service Requirements
Part 4	Business and Financial Requirements
Part 5	Costs
Part 6	Evaluation and Award

The use of the phrase “Respondents must ...” throughout this document indicates a mandatory requirement. Non-conformance with mandatory requirements will result in automatic exclusion from further participation in the competition.

“Respondents must detail how ...” means that respondents must provide sufficient and precise detail on what is proposed and how it works. In this regard, it is up to respondents to make their proposals as comprehensive and as clear as possible.

“Respondents must confirm ...” means that respondents must give an unequivocal undertaking of their willingness to comply with the stated requirement.

The phrase “Respondents should ...” indicates a desirable requirement. While not mandatory, it is likely that additional marks may be available for satisfactory provision of the requirement.

Associated with this RFT is a Tariff Sheet Spreadsheet that must be completed in response to Part 5, Section 5.1 (h).

Also associated with this RFT is a Vendor Participation Agreement that sets out the governing Terms and Conditions for participation in the Framework that will arise from this procurement exercise.

### **1.3 Overview of Public Service Business**

It is intended to establish a framework of not more than **4** providers to provide fixed voice and VOIP service (i.e. local, national and international calls) for the wide range of organisational unit sizes in the public service. It is envisaged that the chosen providers will be capable of providing cost-effective and flexible fixed voice and VOIP services for all of the public service (as defined in Section 1.4.1).

## 1.4 Framework

### 1.4.1 Public Sector Participation in the Framework

The Department of Finance maintains a list of over five thousand non-commercial public sector bodies that includes –

- Central Government Departments, Offices and non-commercial public bodies that have a formal reporting and legal relationship with Departments;
- Local Authorities in Ireland;
- The Irish Health Sector;
- Department of Education and associated agencies and organisations, third level institutions, VEC schools, primary and secondary schools;
- Department of Justice Equality and Law Reform and agencies and organisations that have a formal reporting and legal relationship with the Department,
- Department of Defence, the Defence Forces and agencies and organisations that have a formal reporting and legal relationship with the Department.

All such bodies should be considered as automatically enrolled as participants (customers) in the Framework, though such participation is at the discretion of each individual public sector body and subject to approval by the Department of Finance. The uptake of services and the timing of same will be at the discretion of each individual public body. No obligation will exist on customers to purchase any quantity of any service or product under the Framework. Customers will also remain free to source Fixed Voice and VOIP Services and associated products and services in part or in whole outside the Framework at their own discretion.

### 1.4.2 Vendor Participation in the Framework

To participate in the Framework, respondents will be required to be successful in this tender exercise. No more than **4** vendors will be invited to participate in the Framework based on the outcome of the evaluation process. Evaluation of tenders will be in accordance with the process described in Part 6. Those respondents included in the Framework will be required to participate in competitive processes on an ongoing basis for the supply of Fixed Voice and VOIP Services and associated products and services to the customers as defined in Section 1.4.1. The planned purchasing mechanisms are described in Section 1.4.4, though additional ones may be added over time.

### 1.4.3 Framework Governance

- a). The key parties that will be involved in the Framework are –
- Government Networks Programme Board;
  - Contracting Authority;
  - Contract Manager;
  - Customers;

- Vendors.
- b). **Government Networks Programme Board (GNPB)**
- The GNPB oversees and provides general direction to the management of the Framework, including reviews of the overall operating, financial and strategic plans and performance of the Framework. It selects the Contracting Authority to establish the Framework. Where necessary, it prioritises projects/requests from public bodies to assist in guaranteeing timely service delivery and it is available to resolve or escalate any major issues to the appropriate parties.
- c). **Contracting Authority**
- The Minister of Finance is the Contracting Authority establishing this Framework. The Contracting Authority will ensure the framework has been established in full compliance with EU Directive 2004/18/EC and relevant EU and National Laws.
- d). **Contract Manager**
- The Contract Manager, will be appointed by the Contracting Authority and will be responsible for –
- day-to-day operation of the Framework;
  - providing project and programme updates;
  - providing Technical, Service Performance, and Contract review recommendations;
  - providing information and advice on all aspects of the Framework to public bodies;
  - developing and co-ordinating purchasing mechanisms;
  - suggesting, approving and scheduling orders;
  - meeting lowest price and best value targets;
  - recommending and agreeing architecture planning and design;
  - setting and upholding high technical standards;
  - assisting service providers in determining the status and entitlement of public bodies seeking services through the Framework;
  - monitoring the quality of service provision to public bodies and the terms and conditions of any such provision vis. a vis. the contractual terms agreed for the Framework;
  - resolving disputes and escalating if necessary;
  - preparing financial statements and other reports that accurately reflect requisite information about the Framework;
  - producing timely reports for the GNPB about the foregoing matters; and
  - liaising with Vendors to ensure the proper operation of the Framework.
- e). **Customers**
- The public bodies that will participate in this Framework as defined in Section 1.4.1.
- f). **Vendors**
- The respondents that are successful in this tender competition.

#### **1.4.4 Framework Purchasing Mechanism**

Purchasing will be conducted through mini-competitions by each individual public body. Customers will fill out an online “Request For Quote” (RFQ) and email it to a specific address that will serve as a group address for all of the qualified vendors and the Contract Manager. The Vendors then respond by email to the email address specified in the RFQ and copy to the Contract Manager. Each mini-competition can be for any volume of business determined by the public body concerned and can be for the provision of service for any period of time to a maximum of 2 years. The mini-competition will facilitate the drawdown of services at any time during the stated period of time.

# ***Part 2***

# ***Terms of Tendering and Administrative Requirements***



## 2.1 Procurement Process

- a). This competition is being conducted under the Open Procedure of European Council Directive 2004/18/EC.
- b). The Contracting Authority establishing this framework is the Minister for Finance (hereafter referred to as “the Department”) and the competition is being undertaken by the Centre for Management and Organisation Development (CMOD) of the Department of Finance. In this regard, CMOD will act for the Department in all matters relating to this project. In so doing, CMOD will not act as an arbitrator between parties to a tender (see Section 2.5 (e) below).
- c). The Department, in its capacity as Contracting Authority, invites tenders from suitably qualified interested parties that wish to participate in the Framework for the supply of Fixed Voice and VOIP Services and associated products and services. All such applicants must be licensed by the Commission for Communications Regulation (Comreg) to provide fixed voice and VOIP telecommunications services in Ireland (see [www.comreg.ie](http://www.comreg.ie)).
- d). The Department may issue a Notice to all respondents that register for receipt of tender documentation on the Irish Government’s tendering website ([www.etenders.gov.ie](http://www.etenders.gov.ie)), deleting, varying or extending any item in this document. Any such notice shall then become one of the Tender Documents and shall be treated as such by respondents. Any such notice shall issue no later than 10 working days before the latest date set for the receipt of tenders.
- e). Under EU Public Procurement Directives the Department is required to publish a Contract Award Notice in the OJEU containing certain information, including the names of those that have succeeded in getting on the Framework.

## 2.2 Clarifications and Query Handling

- a). The Department has taken care to be as clear as possible in the language and terms it has used in compiling this RFT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by the Department will be final. The Department will not accept responsibility for any misunderstanding of this document or any others relating to this tender.
- b). Every effort has been made to ensure that this documentation contains all the necessary information for completion of tenders. However, in the interests of equity, requests for additional information, clarification on the content of this documentation, and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email. Any additional information elicited will be made available to all respondents that register for receipt of tender documentation on the Irish Government’s tendering website ([www.etenders.gov.ie](http://www.etenders.gov.ie)), without disclosing the original

- requester. Respondents should take this into account when formulating their request. Responses will be made primarily by e-mail.
- c). The Department will hold a general briefing session on this competition **at 2.30 p.m. (local time) on Tuesday, 2<sup>nd</sup> December 2008** in Lansdowne House, Lansdowne Rd., Dublin 4. This briefing session will be open to all registered interested parties that notify the Department of their intention to attend, together with a list of the names of attendees, **by 17:00 on Friday, 28<sup>th</sup> November 2008**.
  - d). Requests for any additional information or clarifications must be made by **17:00 on Tuesday, 9<sup>th</sup> December 2006** at the very latest. The Department strictly enforces deadlines and in no circumstances will requests for information or clarification be accepted after this closing time on the day in question. The Department will not accept responsibility for any missed communications or deadlines.
  - e). Any requests for information/clarification and notifications of attendance at the briefing session should be submitted by **email only** to Mr. Michael Moone at **gn@gov.ie**

### 2.3 Required Tender Format

- a). To assist the evaluation process, tenders must strictly adhere to the format and structure set out hereunder.
- b). Where relevant, all questions must be answered in respect of all parties involved in any consortium/partnership/grouping of any kind.
- c). Where relevant, all technical and capacity descriptions must provide details on infrastructures and capacities even where it is proposed to purchase these from third parties.
- d). All pages in tenders must be numbered.
- e). Tenders must address, on a point-by-point basis, all the issues and requirements, requested in the tender documents, in the sequence set out at (f) to (l) below.
- f). Part 1 of Tenders must provide the following information for all parties to the tender in the precise format provided here (additional rows may be added where required) –

Party's Name	Party's Official Address	Party's Specific Function/s with respect to this tender	Relevant Experience for said function

- Part 1 must also provide comprehensive contact details (name, title, postal address, e-mail, fixed line phone number, mobile phone number, fax number) for **two** contacts from the prime party to the tender.
- g). Part 2 of Tenders must confirm the respondent's acceptance of all sections and elements of Part 2 of this RFT in the **precise order** in which they are set out and **using the exact same numbering scheme therein** and must provide full detailed responses where questions or specific requirements are posed.
- h). Part 3 of Tenders must detail their complete responses to each of the subsections of Part 3 of this RFT in the **precise order** in which they are set out and **using the exact same paragraph/numbering/bulleting scheme** therein. In so doing, respondents may refer to separate detailed technical documentation/brochures for all of the service and technology proposals being made by them, including networks, hardware, software, and management systems/processes, etc.
- i). Part 4 of Tenders must detail their complete responses to each of the subsections of Part 4 of this RFT in the **precise order** in which they are set out and **using the exact same paragraph/numbering/bulleting scheme** therein.
- j). Part 5 of Tenders must detail their complete responses to each of the subsections of Part 5 of this RFT in the **precise order** in which they are set out and **using the exact same paragraph/numbering/bulleting scheme** therein and must comprise the fully completed table set out at Part 5 of this RFT in the exact structure and order in which it is set out in this RFT.
- k). Part 6 of Tenders must confirm the respondent's acceptance of all parts of Part 6 of this RFT in the **precise order** in which they are set out and **using the exact same numbering scheme therein**.
- l). Part 7 of Tenders must contain a statement agreeing to the terms and conditions of the Vendor Participation Agreement as per Section 2.4 (d).

## **2.4 Conditions of Tender Submission**

- a). Tenders must be completed in the English language.
- b). Tenders must respond to all requirements set out in this RFT.
- c). Tenders must fully conform to the format requirements set out at Section 2.3. Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the tender. However, the Department reserves the right to deem a formatting deficiency to be of a minor nature, and in such circumstances to request the respondent to resubmit the tender in the correct format as set out in this RFT, on the understanding that the resubmitted tender cannot contain any material change to the proposals and

terms of the originally submitted tender. Failure to resubmit a correctly formatted tender within 2 working days of such a request will result in disqualification.

- d). Tenders must include a statement from respondents that they agree to be bound by the terms and conditions of the Vendor Participation Agreement associated with this RFT should they be successful in this tender. This statement must be clear and unequivocal. Acceptance “in principle” is not acceptable as the agreement will not be negotiated with individual respondents.
- e). Respondents must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Additionally, respondents must provide details of any implications they know or believe their response will have on the successful operation of the agreement or on the normal day-to-day operations of customers of this framework, regardless of whether such information is explicitly requested or not. Any attempt to withhold any information that the respondent knows to be relevant or to mislead the Department and/or its evaluation team in any way will result in the disqualification of the tender. In the event of an agreement being awarded to a respondent that has knowingly withheld relevant information or otherwise misled the Department and/or Customers in the evaluation process in any way, then that agreement will be rendered null and void.
- f). Tenders must detail all costs identified in this RFT. Additionally, tenders must detail any other costs whatsoever that could be incurred by non-commercial public bodies in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFT. Respondent’s attention is drawn to the fact that, in the event of an agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
- g). Any conflicts of interest involving a respondent must be fully disclosed to the Department particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the respondent.
- h). Any registerable interest involving the respondent and the Department, any of the Departments or bodies described at Section 1.4.1, members of the Government, members of the Oireachtas, or their relatives, must be fully disclosed in the response to this RFT, or should be communicated to the Department immediately upon such information becoming known to the respondent, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Act, 1994.
- i). Respondents must confirm and demonstrate that all matters relating to the provision and operation of tendered mobile services (including infrastructure management, support and troubleshooting, and service and subscriber management and support) will be subject to the jurisdiction of the Irish Courts. In general, respondents must confirm and demonstrate that all public service traffic originating within the State for destinations within the State remains within the jurisdiction of the State when transiting. Any required exceptions to this must be explicitly detailed, together with explanations for same.

- j). Respondents must accept that the Department will not be liable in respect of any costs incurred by respondents in the preparation and submission of tenders or any associated work effort, including any attendances, deliveries, collections or research required as part of this tender or in response to any requests for clarification, and the Department or any public body shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the tender process.
- k). The Department and/or the GNPB may draw inference from any respondent's performance during this tendering exercise with regard to the likely quality and efficiency of that respondent's performance in general. In particular, quality of presentation, adherence to required formats and deadlines, and ease of contact will be noted.
- l). Respondents must accept that the Department reserves the right to make any such enquiries that it or the GNPB deems necessary to corroborate any claims made in tenders or to determine the relevance of any proposed item, service or technology, to the perceived needs of the potential customers or to gauge their relative merits with regard to alternatives or competitors. Such enquiries may be made of known current or past customers or their partners or sub-contractors, industry information sources, or any other source that in the Department's opinion can offer a competent assessment of the particular matter in question. The Department is under no obligation to establish the veracity of any such assessments other than to give reasons why it believes the source to be competent in the particular matter. The Department is under no obligation to inform respondents that such enquiries are being made or to inform them of the results or impact of any such enquiries on the eventual outcome of this procurement exercise.
- m). The Department, in conjunction with the GNPB, will conduct this tender, including the evaluation of responses and final awards in accordance with the detail set out at Part 6. Tenders will be opened by at least two designated officers of the Department or representatives of the Department and the GNPB. The Department may invite other interested or suitably qualified parties that it can be assured have no conflicts of interests to participate in the evaluation of tenders or contribute to that evaluation as it sees fit.
- n). The Department is not bound to accept the lowest or any tender submitted. While respondents may submit more than one tender, all documentation must be completed separately for each tender. **Variants will not be accepted.**
- o). Information supplied by respondents will be treated as contractually binding. However, the Department reserves the right to seek clarification or verification of any such information (see details at Section 6.2).

## **2.5 Legal Obligations**

- a). The Department will use its best efforts to hold confidential any information provided by respondents subject to its obligations under law, including the Freedom of Information Act (FOI). Respondents should indicate, when tendering, the **precise** parts of their tenders that are commercially sensitive and which they consider should be kept confidential should an FOI request be received (i.e., a blanket statement to this effect for all tender documentation submitted will not be acceptable). The Department will consult with respondents about any such sensitive information before making a decision

on any FOI request received. Similarly, the Department requires that all information provided pursuant to this RFT will be treated in strict confidence by respondents.

- b). Respondents should be aware that national legislation applies in other matters such as Official Secrets, Data Protection, Planning Laws and Regulations, and Health and Safety. Respondents must accept that they are solely responsible for ensuring their full compliance and the full compliance of any service offering, including underpinning supporting infrastructure, with each of these, where relevant. Respondents must accept and confirm that they have taken all such matters into account when submitting their tenders and must provide details on how they would propose to deal with issues emerging under any of these legislative headings, most especially where these issues could result in delays in service provision rollout and/or operation.
- c). Those respondents awarded an agreement will also be required to take out and maintain at all times, employers liability insurance, product liability insurance, professional indemnity insurance in such sums as are reasonable and adequate and accepted as such by the Department. Respondents must confirm their willingness to comply with this requirement and must submit proposals for such insurance cover and limits.
- d). Respondents must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders. As this exercise may result in contracts with public bodies, it is important that all parties to its fulfilment comply fully with statutory terms and conditions applicable to all workers in Ireland, regardless of nationality. In this context, respondents must provide the Department with absolute assurance that all terms and conditions of employment law will be adhered to in the supply of labour, directly or indirectly, in the fulfilment of their proposed service provision and must commit to being so contractually bound.
- e). Each member of a party to an Agreement shall be jointly and severally liable to the Department for the performance of the services. Without prejudice to the joint and several liability of the party members, in the event that a party member cannot fulfil its obligations under the Agreement for any reason, the other party members shall use best endeavours to find a comparable replacement that is satisfactory to the Department within one month. Without prejudice to the joint and several liability of the party members, the members must nominate a prime from their party to take overall responsibility for the front-line provision of the services to public bodies. All agreements between party members must be subject to Irish law and the jurisdiction of the Irish Courts.
- f). Before an Agreement is awarded, all parties to the successful tender (and agent, where appropriate) will be required to promptly produce a Tax Clearance Certificate, or in the case of a non-resident party, a statement from the Revenue Commissioners confirming suitability on tax grounds. Non-residents should contact the Office of the Revenue Commissioners, Revenue Residence Section, Government Offices, Nenagh Co. Tipperary. In addition, successful respondents must retain records of tax reference numbers for any subcontractors where payments exceed €650 (incl. VAT).
- g). Tenderers should note that the provisions of Department of Finance Circular 22/95 apply and the Department may require sight of Tax Clearance Certificates for any subcontractor where payments exceed €2,600. Forms are attainable from: Office of the Revenue Commissioners, Sarsfield House, Limerick. Where a Tax Clearance Certificate

expires within the course of the Framework, the Department and all public body customers of the Framework reserve the right to seek a renewed certificate. All payments for services under this Framework will be conditional on the vendor(s) being in possession of a valid certificate at all times.

## 2.6 Tender Submission Details

- a). **Tenders must be submitted electronically to the tender postbox set up for this competition on [www.etenders.gov.ie](http://www.etenders.gov.ie). Tenders will not be accepted by any other means.**
- b). **The closing date and time for tender submission is 12:00 Local Time on Tuesday, 23<sup>rd</sup> December 2008. The tender postbox will not accept submissions after that time on that date.**
- c). The Department may, at its own discretion, revise the closing date and time given here. Any such revisions will be made in accordance with the time limits set out in Directive 2004/18/EC. All prospective respondents that have registered their interest in pursuing this tender through [www.etenders.gov.ie](http://www.etenders.gov.ie) will be advised of such revisions.
- d). Tenders must be submitted in PDF, OpenOffice or Microsoft Office formats. Submissions will be checked to ensure that they are free from viruses. **Incomplete tenders or tenders with corrupt files will be rejected.** Tenders may be submitted in multiple files – please note there is a **2Mb size limit** on each file. All file names should begin with the four characters “FVFA” and should include the Company/Consortium Name.
- e). It is the responsibility of the respondent to ensure that their submissions are presented in the correct format and are received on time. Tenders may be submitted to the tender postbox anytime in advance of the closing date and time. The postbox cannot be accessed by anybody (including any official of the Department of Finance) in advance of the closing date and time. It is advisable to create a postbox response well in advance of the closing date and time and add documents as prepared. Detailed information on the electronic postbox is provided at [http://www.millstream.eu/guides/en-gb/P\\_S\\_TenderPostbox.pdf](http://www.millstream.eu/guides/en-gb/P_S_TenderPostbox.pdf).

## 2.7 Service Performance Evaluation

- a). The evaluation of submitted tenders will, in the first instance, result in the identification of preferred service providers. Prior to agreements being awarded, the Department requires each preferred service provider to prove its capability to deliver the service solution it has proposed by –
  - peering with Government Networks as per Section 3.2;
  - connecting a public body to its network as per Section 3.3;

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- satisfactorily receiving and delivering traffic through the peering connection with Government Networks as per Sections 3.2, 3.3 and 3.4;
  - satisfactorily delivering traffic of interest from the public body to Government Networks as per Section 3.4;
  - completing these requirements within two months of notification of the requirement by the Department.
- b). Respondents must confirm that the Department will not incur any costs for this connectivity and performance evaluation, other than the cost of its own contract manager agreeing the parameters and modalities of the connectivity and evaluation with the preferred service providers.
- c). Respondents must confirm that they will reach agreement with a particular public body to conduct this evaluation and that the public body concerned will not incur any capital costs associated with the evaluation.



## 2.8 Framework Setup and Duration

- a). On satisfactory completion of Service Performance Evaluations (i.e., fully concluded and the results accepted as satisfactory by the GNPB), and satisfactory conclusion of agreement negotiations, the Department will be willing to enter a maximum of four (4) framework agreements for national provision of Fixed Voice and VOIP Services and associated products and services for a period of three years (beginning on the date of agreement signature) with an option to roll them over for a further year, subject to the following –
- the GNPB will conduct a formal review of each agreement after its initial year of operation. The nature and extent of this review will be set out in the agreement;
  - where this review concludes that the service is operating satisfactorily, the agreement will be rolled over for twelve months;
  - this review process will be carried out annually; and
  - after three years of operation in total, the Department may, at its discretion, roll the agreement over for a further maximum period of one year, subject to similar review procedures.
- b). Notwithstanding the above, the Department reserves the right to terminate any of the agreements where –
- the service provision may need to be abandoned for any reason;
  - the service provider (or any member of the party to the agreement) is put into receivership, dissolved, etc.; or
  - there is a material breach or series of breaches of the agreement.
- c). It is envisaged that agreements incorporating Service Level Agreements (SLAs) will be arranged between chosen service providers and the Department, and that the services provided for within this Agreement will be available to all non-commercial public bodies as set out in Section 1.4.1.
- d). The successful respondents' participation in the resulting Framework will be governed by the terms and conditions of the Vendor Participation Agreement associated with this RFT.
- e). It is intended that a chosen service provider's tender documentation and subsequent answers to clarification questions will be included as schedules to any Agreement signed with them.
- f). It will be a condition of these agreements that the governance, monitoring, and reporting arrangements set out at Section 3.9 of this RFT will be agreed and implemented.

## 2.9 Financial Arrangements

- a). Invoicing arrangements will be agreed by the relevant customer and vendor in each case.
- b). Invoices must be provided separately to each public body for their specific usage and only that public body will be responsible for discharging payment.

- c). Payments arising from these agreements are subject to the *Late Payments in Commercial Transactions Regulations 2002*.

# ***Part 3***

# ***Service Requirements***

### 3.1 Overview of Requirement

Respondents are required to detail how they would provide fixed voice and VoIP services to public bodies in terms of access solutions (as set out at Section 3.3), switching solutions (as set out at Section 3.4), and termination solutions (as set out at Section 3.5). Respondents are also required to detail how they would peer with Government Networks (as set out at Section 3.2). Finally, respondents are required to provide detailed costings for their proposals so that tariffs for each call type are independent of each other (as set out at Section 5).

### 3.2 Government Networks Peering Requirements

“Government Networks” is the name given to a high-speed IP backbone that facilitates the peering of multiple carriers. It comprises a number of operational centres that are resiliently interconnected. At present these centres are located at –

- Government Buildings, Merrion St., Dublin 2;
- *eircom*'s hosting centre at 4050 City West; and
- Data Electronics Group (DEG) data centre at Park West.

All carriers that peer with Government Networks must do so resiliently, i.e., they must provide full resilience and redundancy at the network level and equivalent connectivity must be provided diversely at a minimum of two of the operational centres. Once peering has been established satisfactorily, the carrier's service delivery to public bodies becomes part of Government Networks.

To facilitate the provision of data services and VoIP, providers may peer with Government Networks using Ethernet connectivity at either 100Mbps or 1Gbps at any of the operational centres. This connectivity must facilitate VLAN separation and must be implemented entirely at the provider's own cost.

With respect to fixed voice services not provided as VOIP, G703 to IP conversion can be facilitated either at one of the Government Networks operational centres or at the provider's own exchange/hosting site, using equipment provided by either the respondent or by the Department. This is contingent on sufficient bandwidth being provided entirely at the provider's own cost.

Peering as described in this section is a mandatory requirement for participation in the Framework that will be established from this competition. In this context, respondents must –

- confirm their ability and willingness to peer with Government Networks as described herein; and
- detail how they will fully satisfy these peering requirements.

### 3.3 Access Requirements

#### a). Circuit Types

Respondents must provide comprehensive details of how they would provide an access solution for any public body site in Ireland that includes –

- the circuit types used to transport calls to and from fixed locations of a public body to

the switching fabric of the respondent. Such media types include, but are not limited to, Primary Rate Interfaces (PRI), Basic Rate Interfaces (BRI), PSTN, and VoIP over a carrier's managed IP infrastructure (i.e., not over the public Internet);

- where such access is provided on their own network; and
- what third-party carrier infrastructure is used and at which general locations.

b). **Delivery Times and Conditions**

Respondents must confirm that, unless otherwise agreed with the public body concerned, all access circuits will be delivered within a maximum of 8 weeks of receipt of a valid order issued on foot of an award from a mini-competition.

c). **Quality and Grades of Service**

- In the case of VoIP, respondents must detail how Quality of Service (QoS) will be guaranteed;
- Respondents must detail the Grade of Service they will provide to public bodies in their proposal.

d). **Third-Party Service Level Agreements**

Where third-party infrastructure is used, respondents must provide full details and copies of the formal Service Level Agreements and the arrangements for support and problem resolution that they have in place with each such third-party.

### 3.4 Switching Requirements

Respondents must detail how they would provide solutions for switching the range of traffic types listed below in accordance with call management policies and directions set by the Department. In this regard, the Department will designate particular traffic types as “traffic of interest” and require this traffic to be routed to and from Government Networks rather than direct to carriers. From time to time, the Department will issue instructions to carriers on how such traffic is to be routed to and from Government Networks to achieve the most economically advantageous pricing for public bodies.

Such traffic types will, at a minimum, include –

- a). outgoing calls to sites belonging to the public body concerned;
- b). outgoing calls to sites of other public bodies that are either on the respondent's network or not on the respondent's network;
- c). traffic of interest as defined above;
- d). VPNs. In this regard, respondents must detail how separate VPNs could be provided for any public body that requires them and must detail how such a provision would be costed and billed direct to the public body concerned.
- e). incoming calls direct to a public body with public numbers;
- f). incoming calls to a public body or handed off to Government Networks. As all carriers selected to participate in this framework will be required to peer with Government Networks, carriers will be able to consider handing traffic for a public body off to Government Networks if agreed by all three parties (i.e., carrier, public body and Government Networks);
- g). incoming calls of the “freephone” type (i.e., 18XX and 08XX); and
- h). opening up of the 0761 number range to Government Networks.

Respondents must detail how they will identify (and bill) all traffic (regardless of type) received from Government Networks using CLI.

### **3.5 Termination Requirements**

Respondents must detail how they would terminate calls collected direct from public bodies on the respondent's own network, on other carrier networks or on Government Networks as applicable. Respondents must also detail how they would terminate calls collected from the core of Government Networks on the respondent's own network or on other carrier networks.

### **3.6 Configuration Management Requirements**

Public bodies have an ongoing need to add, subtract or change sites/circuits/numbers as a result of the expansion, contraction, or relocation of business activities. Accordingly, respondents must detail how they would –

- add/change/delete sites/circuits/numbers,
- implement routing (and changes thereto) of “freephone” calls,
- implement call barring features (and changes thereto) where required.

While the features set out above must be available to all public bodies, some of them may opt not to implement/use all such features. Therefore, a high degree of flexibility is required to facilitate public bodies choosing their required functionality and respondents must detail how this would be accommodated.

### **3.7 Usage and Billing Management Requirements**

- a). Public bodies require comprehensive and timely information on their services usage and billing situations on the following bases –
- per-body,
  - per-location, and
  - per-internal charge group across multiple locations.

Additionally, public bodies require summary billing.

Accordingly, respondents must confirm that bills can be provided on whichever of these bases chosen by individual public bodies. Respondents must confirm that bills will be provided electronically to each individual public body and must detail how they propose to do that. Respondents must detail the formats in which they are willing to provide billing information to individual public bodies and should include samples of each of these in their responses. The actual formats to be supported will be agreed before the Framework Agreement is signed and will be incorporated as part of the Agreement.

- b). Additionally, respondents must detail how they would provide the following services in either on-line or electronic format, together with the appropriate authorisations to ensure that public body users could only access information relevant to their own public body, *viz.*
- on-line access to facilities for tailoring billing reports to particular individual needs; and
  - on-line access to detailed billing information or electronic bills that include full costs and all charges set out by call type and duration, feature usage, maintenance

and management costs, and applicable discounts.

### **3.8 Technical Support Requirements**

- a). Respondents must provide telephone support to resolve problems and faults during the hours of 8.00 a.m. to 8.00 p.m. Monday to Friday at a minimum, excluding public holidays. Some public bodies will require this support on a 24-hour basis. Respondents must provide full details of how both service options would operate (including prioritisation and escalation procedures in the event of delays or critical faults being reported), details of any associated costs, and proposals for how any such costs could be discharged.
- b). Respondents must also agree to provide nominated individuals in each public body that avails of services under this Framework with phone and e-mail details for 24-hour access to a Service/Network Operations Centre, together with details of how this would work, details of any associated costs, and proposals for how any such costs could be discharged.

### **3.9 Framework, Account, Service and Fault Management and Reporting Requirements**

- a). Section 1.4.3 sets out the Framework Governance structure that the Department will put in place. Respondents must detail (preferably using diagrams) how they will structure their own management of engagement with this Framework. In this context, respondents must detail –
  - an equivalent to the GNPB with which the GNPB can liaise and escalate;
  - an equivalent to the Department’s Contract Manager; and
  - single point of contacts for each public body to serve as their Account Managers.In formulating these proposals, respondents should note that, once agreed, this detail will be included as a Schedule to any agreement awarded to them and monitored accordingly.
- b). Respondents must confirm and detail how their proposed equivalent to the public service’s Contract Manager will –
  - Agree requirements and architectural designs with the Contract Manager;
  - Oversee and secure top level approval for technology and service solution designs;
  - Co-ordinate all aspects of implementation of the Services including –
    - the design of body-specific features and preferences,
    - the installation of an overall solution and body-specific requirements,
    - the management of the Vendor Participation Agreement and associated Service Level Agreements, and
    - the agreement of all sales, marketing, promotional or informational material with the public service’s Contract Manager;
  - Identify and appropriately escalate jeopardies;
  - Be a conduit (where desirable) and single point of contact between the public service’s Contract Manager and the Service Provider;
  - Manage the account management function provided by the service provider; and
  - Report to the GNPB at review times.
- c). Respondents must detail the account management structure they propose to implement to satisfy the appropriate management of public service accounts. In so doing, respondents must detail how –

- each public body will be provided with an Account Manager as a single point of contact for all service information, orders and sales, work scheduling, billing, fault/problem reporting, management and resolution;
  - account managers will engage with public bodies;
  - account managers will be kept up-to-date with sufficient details on product, service and costing offerings available under this Framework;
  - account managers will keep public bodies abreast of this information, developments and options; and
  - account managers will report to the service provider's equivalent of the public service's Contract Manager.
- d). Respondents must detail the electronic and phone facilities they will provide for –
- ordering services;
  - activating and deactivating VPN features where required;
  - access to network usage statistics;
  - reporting faults;
  - tracking the status of orders and faults; and
  - prioritising and escalating orders and faults, manually and on reaching thresholds.
- If applicable, respondents must provide full details of any third-party companies used to provide these services.
- e). Respondents must confirm their ability and willingness to participate in whatever electronic procurement mechanisms are determined by the Department during any agreement arising from this tendering exercise.
- f). Respondents must confirm that electronic or hardcopy instructions from the public service's Contract Manager for universal application of any feature or service will be complied with within a timescale agreed with the Contract Manager.
- g). Respondents must confirm their ability and willingness to comply with any direction by the Contract Manager of the Framework to supply information relating to the agreement in whatever format the Contract Manager specifies.

### **3.10 Framework Management Information**

- a). Respondents must confirm their willingness to provide management information each month on –
- orders placed under the agreement (e.g. order date, order identifier, customer, service/product identifier, duration/quantity, cost, Request For Quote identifier if applicable, etc.); and
  - orders fulfilled (e.g. order identifier, delivery date, service/product identifier, quantity delivered, etc.).



- b). Respondents must confirm their ability and willingness to provide such information when requested by the Contract Manager with respect to all data or when requested by a customer with respect to their specific data.
- c). Respondents must confirm their ability to provide such information electronically and must detail proposals in that regard.

### **3.11 Directory Enquiries Requirements**

Respondents must provide detailed proposals, including any associated costs, for servicing directory enquiries from public bodies.

### **3.12 Requirements for Agents of Public Bodies**

Many public bodies have partners or agents (i.e. not direct employees) providing services on their behalf. Examples of such agents include General Practitioners, Dentists, Pharmacists, Opticians, Veterinary Surgeons, Inspectors, etc. Respondents must detail how they would provide all of the services set out in this Part 3 to such users, including any facilities they could provide to allow such users differentiate between calls of a public sector nature and otherwise, and any facilities for billing accordingly. Respondents must also detail any cost differentials with the rates provided in response to Section 5.1 (h).

### **3.13 Development Plans**

Respondents should set out full details for any planned developments for –

- their core network and associated capabilities;
- end-user access;
- the service(s) tendered in response to this RFT; and
- any other initiatives, products or services that may be of interest to public bodies.

### **3.14 National Boundaries**

Respondents must take account of the national security requirement that some of the traffic originating and terminating within the boundaries of the State must at all times remain within its boundaries and must detail how this requirement would be demonstrably satisfied.

# ***Part 4***

# ***Business and Financial Requirements***

#### 4.1 Financial Capacity

Respondents must provide the following business, financial and economic details, viz.

- a). A statement to the effect that neither the Respondent nor any party involved in the Respondent's proposal is disqualified from participation in this tendering exercise for any of the reasons given in paragraphs 1 and 2 of Article 45 of EU directive 2004/18/EC.
- b). An outline of the scope of business activities, and in particular details of relevant experience regarding projects of this nature.
- c). The number of years the respondent has been in business in its present form.
- d). The total number of employees in the Republic of Ireland, and globally (if applicable).
- e). To the extent that they are available, copies of the last three years' audited financial accounts, including details of profit and loss and cash flow.
- f). A Banker's Reference supporting the respondent's assertion of its financial and economic capacity to fulfil its obligations over the full term of the proposed agreement.
- g). A statement to the effect that both the respondent and every party to the respondent's proposal is fully tax compliant.
- h). A statement of overall turnover and turnover in respect to the products and services offered under the proposed agreement for the last three years as per the following table:

Year	Overall Turnover (€)	Fixed Voice & VoIP Services Turnover (€)
2007		
2006		
2005		

#### 4.2 Logistical Capacity

- a). Respondents must provide a list and details of the principal deliveries effected in the last three years, where a delivery is in this case the execution of a similar agreement by the respondent. Respondents are encouraged to consider their principal deliveries in terms

of their similarity to the probable customer base of this Framework, i.e. geographically dispersed, fully autonomous public sector bodies. A similar agreement may be taken as any one of the following –

- participation as a vendor in any multi-vendor framework-style agreement within the EU, whether for public or private sector customers, for fixed voice and VOIP services; or
  - participation as a vendor in any single-vendor framework-style or drawdown agreement within the EU, whether for public or private sector customers, for the supply of fixed voice and VOIP services; or
  - fulfilment of, at least 3 recurring orders from the same customer within the EU, whether in the public or private sector, for the supply of fixed voice and VOIP services.
- b). Respondents must describe and provide references for their proven capability to connect at least one corporate customer to their network and provide the services set out in Section 3 of this RFT. In addition, respondents must also provide details and references for where they have migrated a corporate customer from another carrier's network to their own. In this context, connection or migration refers to successful completion of all aspects of order processing, circuit delivery and commissioning, and call routing and management services.
- c). Respondents must provide details of support and/or consultancy teams available under the proposed agreement, including numbers, skills and qualifications of those currently employed and the average length of employment and staff turnover for the last two years, together with relevant certifications that they are qualified to provide the relevant service (i.e. support or consultancy) in regard to the proposed services.

### **4.3 References**

- a). Respondents must provide at least 3 independent references in support of their proposal. Where a consortium is tendering, then at least 3 independent references should be supplied for each party to the consortium. Respondents must confirm that the Department may contact each referee directly without further reference to the respondent and must provide sufficient contact information to facilitate that.
- b). References must testify to –
- the nature of the services and products procured from the respondents;
  - the quality of the proposed services and products;
  - the Respondent's efficiency in providing them; and
  - the Respondent's general helpfulness and business expertise.



# ***Part 5***

# ***Costs***

## 5.1 Conditions of Pricing

- a). All costs must be quoted in euro (€).
- b). Prices quoted must include all government taxes, levies and custom duties, but must not include VAT.
- c). Respondents must clearly state which of their prices and charges are subject to VAT, and in each case, the applicable rate of VAT.

Legislation governing VAT for construction changed with effect from the 1<sup>st</sup> September 2008 – details are available at <http://www.revenue.ie/index.htm?leaflets/construction-services-new-rules.htm>. Accordingly, construction operations are now subject to the Reverse Charge rule for VAT. Included in the definition of construction operations is “the installation in or on any building or structure of systems of telecommunications”. The Office of the Revenue Commissioners advises that the supply and installation of cabling and fixtures (items which cannot easily be removed without causing damage to either the fixture or the structure to which they are attached) would be considered construction services, subject to the reverse charge rules. Accordingly, respondents must detail which of their services are construed for VAT purposes as “Construction” and accordingly subject to the VAT Reverse Charge.

- d). Respondents must confirm that all prices proposed will constitute that respondent’s ceiling prices and will not be increased regardless of changes made to actual specifications or configurations by the respondent to take account of industry or market changes.
- e). Respondents must confirm that any prices offered in response to any competition conducted under this Framework and accepted by a public body will constitute that respondent’s ceiling prices for those services/products for all public bodies from the next billing period (including for agreements already in operation on foot of a mini-competition under this Framework) and will not be increased regardless of changes made to actual specifications or configurations by the respondent to take account of industry or market changes.
- f). Respondents must note that –
  - the Vendor Participation Agreement (associated with this RFT) requires the vendor to guarantee that the prices quoted through the Framework are the lowest available to any Irish public or civil service body or state agency;
  - the Contract Manager will conduct various investigations throughout the lifetime of the Framework to ensure that the vendors are complying with their pricing obligations; and
  - sanctions can be applied in cases where it can be shown that the vendor is in breach of these obligations (see S.10 of the associated Vendor Participation Agreement).
- g). Respondents must confirm their acceptance of the condition that they may not subsequently impose a charge that they do not explicitly identify in their proposals. In

this regard, respondents must confirm their acceptance of the condition set out at Section 2.4 (f) of this RFT.

- h). Respondents must provide full costing details of all of the service requirements set out at Part 3, tariff sheets for all call types and rentals as set out in the associated Tariff Sheet Spreadsheet, and costs for any options or additions they wish to propose.



# ***Part 6***

# ***Evaluation and Award***

## **6.1 Qualification and Award Overview**

Respondents will be considered for participation in the Framework Agreement subject to the qualification and award process set out in this Part 6 of the RFT.

Suitable providers will be selected from those respondents who satisfy the qualifying criteria set out in Section 6.3 below.

The preferred providers will be chosen on the basis of the most economically advantageous tenders that fully comply with the requirements of this RFT. The most economically advantageous tenders will be determined by applying the award criteria that are set out in Section 6.4 below. The award of an Agreement to a preferred provider will be conditional on that preferred provider satisfactorily completing the Service Performance Evaluation as detailed at Section 2.7, and the satisfactory and timely conclusion of negotiations.

## **6.2 Clarification**

During the evaluation period, clarification may be sought in writing (including e-mail and fax) from respondents. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the tenders submitted. No unsolicited communications from respondents will be entertained at any time following the closing date and time for receipt of tenders.

The Department may, at its discretion, request meetings with or presentations from individual respondents during the evaluation period for the purposes of elaboration, clarification and/or aiding mutual understanding. Respondents so requested (including all parties to the tender) must be able to meet/present within one week's notice by e-mail. Any proposed subcontractors may also be required to participate. Members of the Department, its evaluation team, and members of the GNPB may be present and actively participate at such meetings/presentations. Such meetings/presentations will be strictly confidential and will not result in any material change to the original tender. No discussions regarding the progress of the evaluation or the respondent's performance will be entered into.

## **6.3 Qualifying Criteria**

To qualify as eligible for inclusion in the award process, tenders must –

- a). be officially acknowledged as submitted by the closing date and time set out at Section 2.6 (a) of this RFT, or any revised deadline notified to registered interested parties as set out at Section 2.6 (b); and
- b). be delivered as per Section 2.6 (c); and

- c). be submitted in the English language; and
- d). include an appropriate statement [as per Section 4.1 (a)] that neither the Respondent nor any party involved in the Respondent's proposal is disqualified from participation in this tendering exercise for any of the reasons given in paragraphs 1 and 2 of Article 45 of EU directive 2004/18/EC; and
- e). include a Banker's Reference attesting to the Respondent's likely financial and economic viability over the term of this Framework [as per Section 4.1 (f)]; and
- f). include an appropriate statement [as per Sections 2.3 (l) and 2.4 (d)] consenting to the Terms of the Vendor Participation Agreement associated with this RFT; and
- g). conform to the format and structure set out at Section 2.3, subject to Section 2.4 (d); and
- h). prove the ability of the respondent to meet or exceed all of the requirements set out in this RFT.

## 6.4 Award Criteria

The preferred providers will be selected on the basis of the most economically advantageous tender of those qualified as per Section 6.3, and not otherwise validly excluded.

The most economically advantageous tenders will be determined on the basis of the award criteria set out below in order of importance. A maximum of four providers will be qualified for the framework.

Scoring will be from 1000 marks and weighted as indicated. Tenders will be awarded marks under each of these award criteria. A minimum of 50% will be required under each criterion to be considered in the final list of preferred providers.

For the purposes of evaluation, the total marks for each criterion may be broken down over any such relevant sub-headings as may be deemed appropriate by the Department’s Evaluation Team to ensure the speedy and fair comparison of tenders.

Criterion	Marks
Costs	50%
Quality of Technical Solutions Proposed	25%
Quality of Services Provision and Management	25%

### ***S13. Vendor Response to RFT***

This Schedule comprises [the VENDOR]'s tender documentation which was received by the Department of Finance by 12:00 Local Time on 23rd December 2006.

### ***S14. Clarification Questions and Responses***

This Schedule comprises clarification questions submitted by the Department of Finance and the clarification responses received from [the VENDOR] by the Department of Finance as set out in section 6.2 of the RFT.



Contract Manager  
Mobile Framework Agreement  
Government Networks Section  
CMOD, Department of Finance

## **Schedule 15**

### **Fixed Voice and Voice over IP (VoIP) Framework Agreement (FVFA)**

### **[VENDOR] Price Catalogue**

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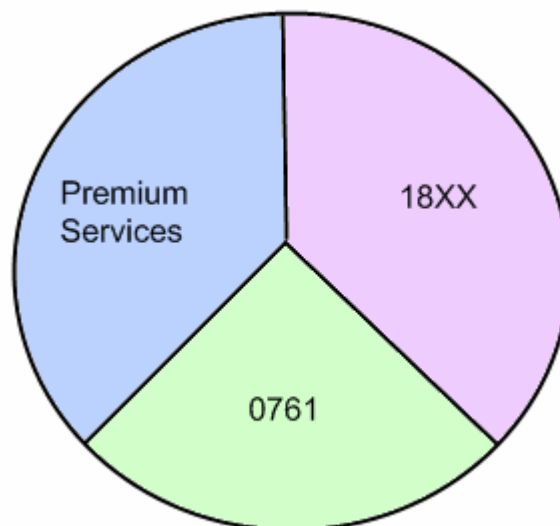
## 1 PRICE CATALOGUE

Prices for all Products and Services from each of the Vendors participating on the Framework are included in this Price Catalogue and made available to Customers via the Government Networks Intranet Website <http://www.gn.gov.ie>. This website is hosted on the Government Networks Inter-Agency VLAN and is only accessible to Government Agencies connected to the Government Networks. The site is not accessible from the Global Internet. Any pricing modifications will be uploaded to this website to ensure that the current pricing is always available to Agencies.

## 2 TRAFFIC TYPES

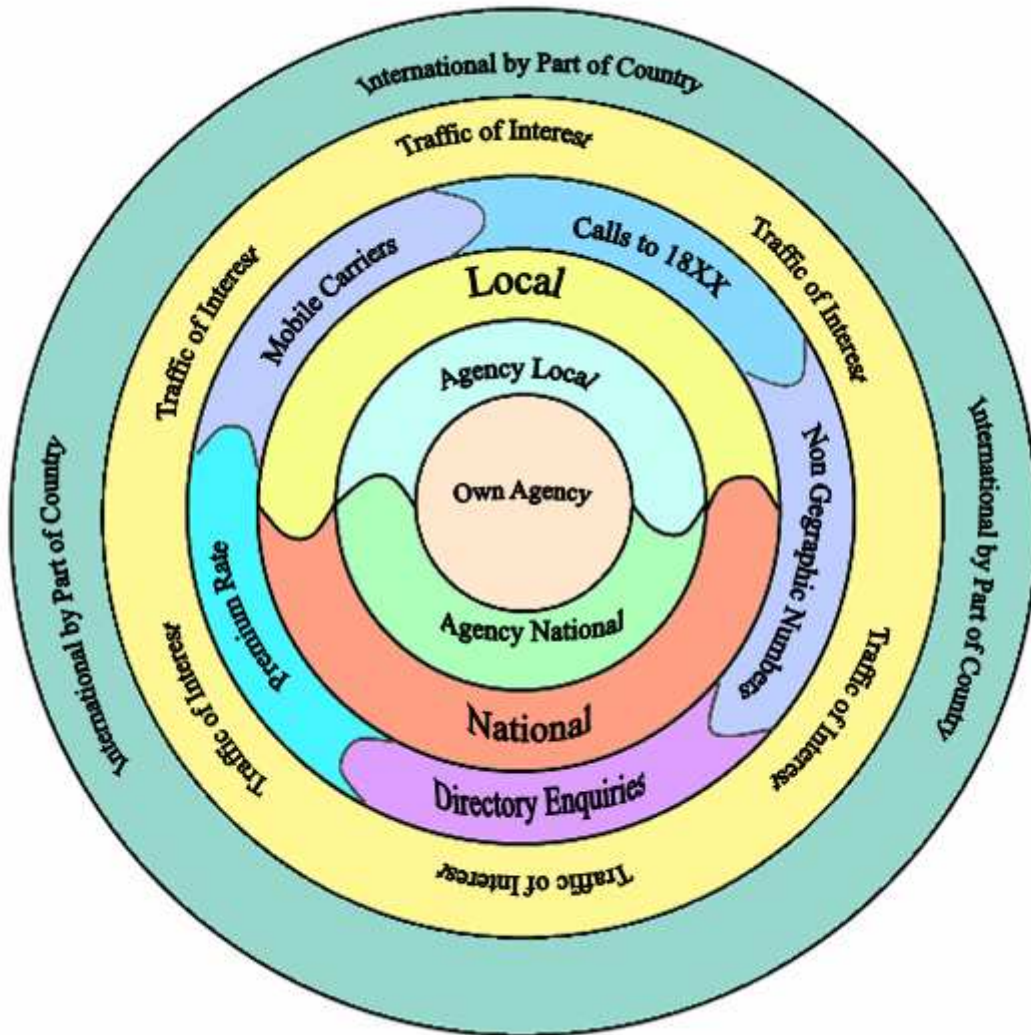
The Price Catalogue contains pricing for both incoming and outgoing call types provided for under the FVFA as set out at in sections 2.1 and 2.2 of this Schedule.

### 2.1 Incoming Calls





## 2.2 Outgoing Calls



### **3 FIXED VOICE AND VOIP SERVICES – TARIFF PACKAGES**

This Schedule comprises [the VENDOR]'s tariff packages which were received by the Department of Finance by 12:00 Local Time on 23rd December 2006.



Contract Manager  
Fixed Voice & VoIP Framework Agreement  
Government Networks Section  
CMOD, Department of Finance

## **Schedule 16**

### **Fixed Voice and Voice over IP (VoIP) Framework Agreement (FVFA)**

### **Annual Review**

## **1. ANNUAL REVIEW**

The Government Networks Programme Board (GNPB) will conduct a formal review of each agreement after its initial year of operation.

This Schedule sets out the nature and extent of this review.

Where this review concludes that the service is operating satisfactorily, the agreement will be rolled over for twelve months.

This review process will be carried out annually; and after three years of operation in total, the Department of Finance may, at its discretion, roll the agreement over for a further maximum period of one year, subject to similar review procedures.

In the event that the GNPB concludes that an agreement is not operating satisfactorily, then the Contract Manager will be required to implement the appropriate sanctions as set out at S10.2 in the first instance. In the event that satisfactory operation is not resumed within a defined period or the sanctions applied are not complied with, then the Contract Manager may terminate the agreement as set out at S2.3 (ii).

## **2 REVIEW DETAILS**

The review may involve the following elements:

### **2.1 Reports**

Evaluation of reports from service providers as set out at Section 2.1 in **Schedule 17 – FVFA Service Level Agreement**.

### **2.2 Performance of SLAs**

Evaluation of the performance of service providers in accordance with the provisions set out at **Schedule 17 - FVFA Service Level Agreement**.

### **2.3 Reports/Opinion of the Contract Manager**

The GNPB may request and consider any reports or opinions of the Contract Manager on the operation of the Framework Agreement and its value proposition for the CUSTOMERS.

### **2.4 Reports/Opinion of CUSTOMERS**

The GNPB will consider feedback provided by CUSTOMERS of the Framework on any of the agreements.



Contract Manager  
Mobile Framework Agreement  
Government Networks Section  
CMOD, Department of Finance

## **Schedule 17**

### **Fixed Voice and Voice over IP (VoIP) Framework Agreement (MFA)**

### **FVFA Service Level Agreement**

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## **1. PREAMBLE**

This Service Level Agreement provides the list of service properties and their associated indicators (or metrics) which will be used by the Contract Manager in order to measure the quality of the services.

For each service property, the following descriptions are provided in the Service Level Agreement:

- definition of the service property,
- definition and measurement of the associated metric,
- target values (i.e. minimum requirements), and remedies.

All indicators are observed, measured, and calculated on a **monthly** basis (normally based on the calendar months), unless otherwise specified.

The service management requirements associated with the delivery of the Services and Products available under the Framework may occur at two separate levels:

### **1. Framework Management Level**

The delivery of services at the Framework Management Level relates to the management of the overall Framework and for which [the VENDOR] will be accountable to the Contract Manager.

### **2. Agency Management Level**

The delivery of services at the Agency Management Level relates to the management of all the services provided to Agencies and for which [the VENDOR] will be accountable to the Agency Point of Contact.

Section 2 defines the process standards for delivery of services at the Framework Management Level. Agency Management Level is detailed in Section 3.

## **2 FRAMEWORK MANAGEMENT LEVEL**

### **2.1 Reports**

[The VENDOR] agrees to provide the Contract Manager with the reports detailed below at the intervals specified. All reports will be submitted in an electronic format, MS Word, MS Excel or OpenOffice equivalent. Spreadsheets will be used unless otherwise agreed by the Contract Manager.

On a monthly basis, reports related to the calendar month  $N$  will be provided on no later than the 20<sup>th</sup> calendar day of month  $N+1$ , or on the next working day if this date is not a working day.

2.1.1 Framework Sales

**Report 1: Number of Request for Quotes (RFQs) Received and by Whom**

1. Date of RFQ
2. Agency Name
3. Service/product identifier
4. Duration
5. Quantity

**Report 2: Orders placed / fulfilled under the agreement**

1. Date of Order
2. Agency Name
3. Service/product identifier
4. Duration
5. Quantity
6. Amounts charged if applicable.
7. Date of delivery of any product / service

2.1.2 Service Support Statistics

**Report 3: No. of tickets logged on Help system for all Government Customers.**

1. Number of tickets logged.
2. By priority assigned.
3. Percentage of tickets resolved within service goals.
4. Percentage of tickets resolved at first contact
5. Number of tickets in progress.
6. Breakdown of type of call.

2.1.3 Development Plans

**Report 4: Development Plans**

1. Core network and associated capabilities;
2. Service(s) offered under this Framework; and
3. Any other initiatives, products or services of possible interest.

Interval: On request or annually.



## 2.2 INVOICING – Price Revision

### 2.2.1 Definition

[The VENDOR] confirms that, on a monthly basis, any Price Revisions that have occurred as a result of reduced price(s) being offered and accepted by a Customer following a mini-competition will be implemented on the Vendor’s Billing System at no later than the 1st calendar day of the month following the month the quote was accepted.

### 2.2.2 Metric Measurement, Target Values and Remedies

The chosen metrics are the following:

- late delivery: the number of “late” days, with respect to the committed delivery date.
- accuracy: the sum of all inaccurate amounts that are not in favour of the Government.

The metrics are measured every month, in days for the “late delivery” metric and in euros for the “accuracy” metric.

### 2.2.3 Target values and remedies

<i>Metric type</i>	<i>Target values</i>	<i>Remedies</i>
late delivery	1 <sup>st</sup> calendar day on month <i>N+1</i>	1 Unsatisfactory Rating
accuracy	100%	2 Unsatisfactory Rating

## 2.3 REPORTING – Management Reports

### 2.3.1 Definition

[The VENDOR] confirms that, on a monthly basis, the reports set out at Section 2.1 related to the calendar month *N* will be provided to the Contract Manager on no later than the 20<sup>th</sup> calendar day of month *N+1*, or on the next working day if this date is not a working day.

2.3.2 Metric Measurement

The chosen metrics are the following:

- late delivery: the number of “late” days, with respect to the committed delivery date, which has been observed during 2 consecutive months.
- accuracy: the percentage of missing or inaccurate values which have been observed during 2 consecutive months.

The metrics are measured every month, in days for the “late delivery” metric and in percentage for the “accuracy” metric (ratio of the number of missing/inaccurate values over the total number of values in the report).

2.3.3 Target Values and Remedies

<i>Metric type</i>	<i>Target values</i>	<i>Remedies</i>
late delivery	20 <sup>th</sup> calendar day on month <i>N+1</i>	1 Unsatisfactory Rating
accuracy	100%	1 Unsatisfactory Rating

### 3 AGENCY MANAGEMENT LEVEL

#### 3.1 Reports

[The VENDOR] agrees to provide the designated Agency Point of Contact (POC) with the reports detailed below at the intervals specified. All reports will be submitted in an electronic format, MS Word, MS Excel or OpenOffice equivalent. Spreadsheets will be used unless otherwise agreed by the Contract Manager.

On a monthly basis, reports related to the calendar month  $N$  will be provided to each Agency on no later than the 20<sup>th</sup> calendar day of month  $N+1$ , or on the next working day if this date is not a working day.

**The actual reports will be agreed with the vendors selected for participation in the framework prior to agreements being placed.**

#### 3.2 List of Service Properties

All the service properties concerned by this Service Level Agreement are grouped into 3 domains:

- Ordering and Delivery/Installation;
- Invoicing;
- Reporting.

**The actual definitions of each service property, measurement metrics, target values and remedies will be agreed with the vendors selected for participation in the framework prior to agreements being placed.**

#### **4 VALIDITY AND REVIEW PROCESS**

The Service Level Agreement (SLA) which covers the management of the framework as detailed in Section 2 shall enter into force after the signature of the framework agreement and shall remain valid until superseded by a revised SLA mutually agreed by both parties, or the end of the framework. The Service Level Agreement (SLA) which covers management of the services provided to Agencies as detailed in Section 3 shall enter into force after an award arising out of either a mini-competition or draw-down exercise and shall remain valid until superseded by a revised SLA mutually agreed by both parties or the end of the validity of the mini-competition.

The SLA shall be reviewed for the first time six months after the signature of the framework agreement, then subsequent reviews shall occur once a year, or whenever reasonably requested by either party.

A modification of the SLA shall be mainly motivated by the following reasons:

- to keep it up to date with respect to the state-of-the-art (e.g. new measurement instruments or techniques),
- to keep it up to date with respect to regulatory matters (e.g. new definitions or regulations published by the official regulatory bodies),
- to keep it up to date following a financial or technological benchmarking,
- to adjust target values or remedies which would have turned out to be inadequate or unsatisfactory.
- to capture additional information pertinent to the management of the framework.

#### **5 EXCLUSION IN CASES OF *FORCE MAJEURE***

Whenever a service interruption could not be prevented (by installing redundant equipment) nor foreseen by any means; it is considered as “*Force Majeure*”.

“*Force Majeure*” is defined formally in the VPA.

#### **6 PLANNED INTERVENTIONS**

Planned interventions are not considered as outages. However, and as the term implies itself, they must be planned upfront.

Planned interventions can be requested either by the Contract Manager or by the Vendor, and must be submitted and notified to all parties concerned at least 2 weeks in advance.



Contract Manager  
Mobile Framework Agreement  
Government Networks Section  
CMOD, Department of Finance

## **Schedule 18**

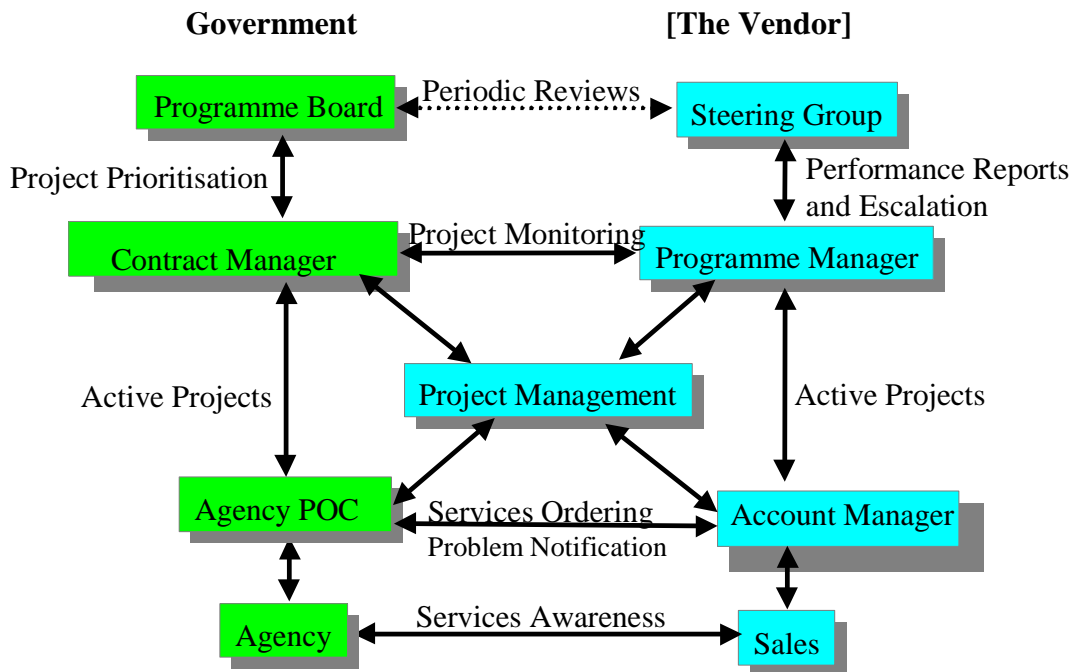
### **Fixed Voice and Voice over IP Framework Agreement (FVFA)**

#### **FVFA Governance**

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## 1. Governance Model

The following governance model will apply for each agreement under this Framework:



**Figure 1.**

## 2. PROGRAMME BOARD/STEERING GROUP

[The Vendor] will establish a Steering Group, representing the significant functions responsible for the implementation and operation of the Framework. The Department of Finance has already established the Government Networks Programme Board (GNPB) with key management representatives. Separately each will perform the following functions for their respective organisations:

- Track project progress;
- Track Service performance;
- Resolve or escalate key issues.

Additionally [the Vendor]’s Steering Group will identify and resolve internal resourcing requirements.

The GNPB has the additional functions set out at Section 1.4.3 of Schedule 12.

At certain times, e.g. for key review points and major project prioritisation, it may be necessary for both groups to meet. At all other times, each Steering Group will rely on regular reports from the respective Contract Manager/Programme Manager.

### **3. CONTRACT MANAGER (GOVERNMENT)**

The Contract Manager is central to the Government's project governance. Working mainly with [the Vendor]'s Programme Manager, the Contract Manager will perform the following role for the GNPB:

- day-to-day operation of the Framework;
- provide project and programme updates;
- provide Technical, Service Performance, and Contract review recommendations;
- provide information and advice on all aspects of the Framework to public bodies;
- develop and co-ordinate purchasing mechanisms;
- suggest, approve and schedule orders;
- meet lowest price and best value targets;
- recommend and agree architecture planning and design;
- set and uphold high technical standards;
- assist [the Vendor] in determining the status and entitlement of public bodies seeking services through the Framework;
- monitor the quality of service provision to public bodies and the terms and conditions of any such provision vis. a vis. the contractual terms agreed for the Framework;
- resolve disputes and escalating if necessary;
- prepare financial statements and other reports that accurately reflect requisite information about the Framework;
- produce timely reports for the Programme Board about the foregoing matters; and
- liaise with Vendors to ensure the proper operation of the Framework.

### **4. PROGRAMME MANAGER ([THE VENDOR])**

The Programme Manager is central to [the Vendor]'s project governance and will:

- Agree requirements and architectural designs with the Contract Manager;
- Oversee and secure top level approval for technology and service solution designs;
- Co-ordinate all aspects of implementation of the Framework including –
  - the design of body-specific features and preferences,
  - the installation of an overall solution and body-specific requirements,
  - the management of the Vendor Participation Agreement and associated Service Level Agreements, and
  - the agreement of all sales, marketing, promotional or informational material with the Government's Contract Manager;
- Identify and appropriately escalate jeopardies;



- Be a conduit (where desirable) and single point of contact between the Government's Contract Manager and [the Vendor];
- Will keep the Account Managers up-to-date with sufficient details on product, service and costing offerings available under this framework;
- Manage the account management function provided by [the Vendor]; and
- Report to the GNPB at review times if required.

## **5. GOVERNMENT ACCOUNT MANAGER**

The Government Account Manager is a single point of contact within [the Vendor] for each Government Agency and his/her main responsibilities are to:

- Ensure each of the operating entities are receiving the optimal levels of service and that their individual requirements are met;
- Advise on areas such as service enhancement, data requirements and new technologies;
- Review [the Vendor]'s performance during the service review meetings. These review meetings will review practices and procedures to ensure that Government Agencies are receiving the highest level of service at all time;
- To champion Government Agencies issues within [the Vendor].

In the event that the Government Account Manager is unavailable the secondary point of contact/escalation will be the Programme Manager.

## **6. DESIGNATED AGENCY POINTS OF CONTACT (POC)**

To maximise co-ordination of the Sales, Service and Management activities with Government Agencies, Points of Contact (primary and secondary where applicable) will be nominated for each Agency. The named POCs will be provided to both the Contract and Programme Managers prior to commencement of any Agency project. The role of a POC is to:

- Identify and represent suitable projects for prioritisation to the Contract Manager;
- Nominate and resource projects in agreement with the Contract and Programme Managers;
- Co-ordinate the ordering activities of the associated Agency to ensure orders are consistent with each Agency's design and processes;
- Ensure orders represent the Agency's desired features, routing and calling rules;
- Act as primary contact point for project management and installation teams.

## **7. PROJECT MANAGEMENT AND DESIGN ([THE VENDOR])**

Where a significant installation requirement results from a mini-competition, this will be project managed by individual Account Managers within [the Vendor]. As indicated in Figure 1, the Account Manager(s):

- Understands the requirements of the Agency POC;
- Records the specific feature and set-up preferences of the Agency;
- Converts these requirements into the initial orders and a template for future orders;
- Co-ordinates the activities of the installation with the Agency POC;
- Keeps the Programme/Contract Managers and Agency POC informed of progress and jeopardies.

Account Managers are responsible for working with the Agency POC to agree the optimum logical and physical design for the Services in keeping with standards and directions of the Government's Contract Manager.

To maximise co-ordination of the Project and Design with Government Agencies, the functional managers responsible for these activities within [the Vendor] will co-ordinate their activities through the Account Manager.

## **8. SALES AND SERVICE (ORDER PROCESSING)**

[The Vendor] will provide a single point of contact for all matters relating to Sales and Services within this Framework.

The Sales and Services function will cover:

- Processing of all orders;
- Monitor monthly billing;
- Answer any billing or account queries from authorised contacts;
- Send monthly billing file/electronic billing files;
- Activation and cancellation of numbers & process upgrades;
- Maintain the accounts details;
- Implement required changes to account structure (i.e. changes to cost centres);
- Apply any tariff changes or rebates to the Government Agency account;
- Administering all account details for each agency;
- Gathering bespoke reports for agencies outside of normal reporting services.

At the lowest level, the diagram (Figure 1) shows the interaction of individual Account Managers and Agencies. As above, such activities will be co-ordinated amongst [the Vendor]'s sales and customer care people by their relevant Sales/Sector Managers. Overall sales and services co-ordination responsibility will lie with the Account Manager.

## **9. FAULT AND NETWORK MANAGEMENT**

### **9.1 Helpdesk**

[The Vendor] will provide telephone support to resolve problems and faults during the hours of 8.00 a.m. to 8.00 p.m. Monday to Friday, excluding public holidays.

### **9.2 Single Point of Fault Reception**

[The Vendor] will provide a Single Point of Fault Reception for all Services and Products offered within the Framework.

The Account Manager is the first point of escalation for an agency which may have an issue with ordering of services/products, administration, billing or fault resolution.

### **9.3 24-Hour to NOC**

[The Vendor] will provide nominated individuals in each public body that avails of services under this Framework with phone and e-mail details for 24-hour access to a Service/Network Operations Centre, together with details of how this would work.

## **10. SERVICE LEVEL AGREEMENT**

The implementation and/or operational performance of all or part of any of the Services or Products provided under this Framework may be the subject of a Service Level Agreement (SLA) as specified in Schedule 17. For such cases, the SLA shall exist between the [the Vendor] and the Agency on a per Service or Product basis.

## **11. ENGAGEMENT WITH PUBLIC BODIES**

Each Account Manager will hold regular reviews with all of their customers. The agenda for the review meetings should minimally cover the following:

- A review of the minutes of the previous meeting;
- Review of Service Level Reports, identified service failures, and corrective actions;
- A review of billing reports;
- A review of any outstanding network issues;
- A road map of any new initiatives/services/products/tariffs.

## **12. AWARENESS CAMPAIGN AND MATERIALS**

The Government and [the Vendor] undertake to promote the Framework amongst all Agencies through an awareness campaign as directed by the Department of Finance.

[The Vendor] sales or marketing material associating the Products and Services within this Framework with services provided by the Government or its Agencies must be agreed in advance with the Contract Manager. Likewise, promotional or informational material offered by or on behalf of an Agency and referring to the Services and/or Service Providers in respect of this Framework should be viewed by the relevant Programme Manager(s) prior to being made generally available.