

THE UNIVERSITY OF DUBLIN
Trinity College



PURCHASING MANUAL

8th EDITION

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INTRODUCTION

The objective of this manual is to serve as a guide to all members of the University involved in the procurement function. It defines the policies, procedures and practices that will be followed by all heads of department and others with purchasing responsibility in the University of Dublin, Trinity College.

The University purchases goods and services each year which constitute approximately 30 % of total University Expenditure. The expenditure extends across a diverse range of goods and services that include highly complex Equipment, Computers, Travel, Banking as well as low value items such as Stationery and Cleaning Materials.

In order to achieve value for money for every € spend it is essential that guidelines are established which will satisfy legal and ethical requirements without imposing too heavy an administrative burden on those making the purchases. The Purchasing Manual details the guidelines and carries the full authority of the Finance Committee and Board of the College.

The following basic principles are quoted for your compliance

- It is a basic principle of Government Procurement that competitive tendering should always be used, unless exceptional circumstances apply.
- Tax Clearance Certificates are obligatory in all cases where orders or cumulative orders exceed €10,000 (incl. VAT) annually.
- National Guidelines apply, not only to formal written contracts, but also to all procurements and disposals.
- If a contract exceeds the current financial threshold in the EU Directives, the contract shall be open for competition across all EU Countries and shall be advertised in the supplement to the Official Journal to the European Communities (OJEC). This is inclusive of spend across all departments.
- EU Public Procurement Directives shall be followed where a project is wholly or partly funded by EU Institutions. This applies to all purchases, which occur as a result of research funding and capital projects.

Heads of department should be aware that the Auditors of the University and the staff of the Comptroller and Auditor Generals Office have full, free and unrestricted access to the procurement records of the University. On receipt of any observations resulting from any such audit, the head of department concerned shall be responsible for ensuring that replies (if any) are furnished through the Treasurers Office to the relevant Audit Section. Heads of department should satisfy themselves that any such replies are correct in every respect.

It should be noted that this document and details relating to all contracts will be posted on the Procurement and Contracts Office Web Page.

Ben Hartnett
Procurement and Contracts Officer

Purchasing Objectives

The objectives of the Procurement and Contracts Office are;

- 1) To ensure that optimum quality and service and related Value For Money (VFM) are achieved across all non-pay expenditure.
- 2) To purchase as efficiently as possible while ensuring that the College deals with quality vendors.
- 3) To ensure that the College operates in a fair, open, transparent and non-discriminatory manner in the market place.
- 4) To ensure that all dealings are carried out in accordance with best professional practices and ethical codes of conduct.
- 5) To ensure compliance with all relevant European and National legislation and government regulations.

PART 1

UNIVERSITY PROCUREMENT POLICY

1. Heads of department have authority to utilise their budget allocation subject to adherence to the contents of this manual, EU directives and the Public Procurement Guidelines.
2. The University is keenly aware of the importance of the prudent administration of resources. It is University policy to co-ordinate the procurement requirements across the University, where possible, in order to achieve value-for-money.
3. Whenever possible university sector collaboration will be supported, provided that additional 'value for money' can be demonstrated.
4. Each head of department shall nominate staff members from that department who shall be responsible for all aspects of procurement within that department. This staff member shall also liaise closely with the person responsible for the operation of the fixed asset register within that department. The name of the person nominated shall be forwarded to the Procurement and Contracts Officer and to the creditors office annually.
5. Heads of department or their designated nominees shall authorise all purchase orders. The names of the designated nominees should be furnished to the creditors office with original specimen signatures. Alterations to the list of designated nominees shall be notified to the creditors office and original specimen signatures supplied **prior** to the effective date of such alterations.
6. All purchase orders shall be in writing and be on the University Purchase Order pro-forma. All purchase orders must include a price or estimates must be provided if exact pricing is not possible.
7. The head of department shall authorise all orders over €6,500.
8. Where exclusive contracts exist for goods or services in any category, the heads of department shall place orders for such goods or services with that supplier only. These contracts will have been initiated centrally by the Procurement and Contracts Officer using the designated procedures and optimise the composite value for money opportunities across the College. Where **exceptional** circumstances preclude the use of existing arrangements, orders placed with suppliers other than the designated supplier shall require the authorisation of the Procurement and Contracts Officer who will consult with the Bursar where appropriate.
9. For single or cumulative purchases up to €6,500, a single quotation shall be sought from a registered trader. While quotations may initially be obtained verbally,

faxed or written copies should be obtained and retained on record with the eventual purchase order.

10. All single or cumulative purchases over €6,500 and less than €25,000 shall require three written quotations. Any purchases greater than €25,000 shall be subject to a written formal tender system. All tender documents and communications related thereto shall be dealt with through the Procurement and Contracts Officer. The Procurement and Contracts Officer shall examine all tender documents to ensure that they comply with current legislation **prior** to their issue to suppliers. The Procurement and Contracts Officer shall include a return by date for tenders taking into account the constraints of current legislation allied to the need of the department.

11. All single or cumulative purchases over the prescribed EU threshold, or any procurement involving the use, or partial use, of EU funding shall be advertised in the Official Journal of the European Union (OJEU). All advertisements in the OJEU and communications related thereto shall be routed through the Procurement and Contracts Officer. The Procurement and Contracts Officer shall examine all such documents to ensure that they comply with current legislation **prior** to issue.

12. All documentation relating to tendering, telephone ordering and formal ordering shall be carried out on standard University pro-forma.

13. Orders or contracts shall **not** be raised for part requirements in such a manner as to avoid the provisions of this policy.

14. Where tenders are not being sought on the basis that only one supplier source exists, orders for items or services shall be authorised by the Procurement and Contracts Officer.

15. The criteria that will be applied in determining the award of a contract should be clearly stated in the tender documents. All tenders shall, where possible, be evaluated using the most economically advantageous method. In particular tenders for the purchase of capital equipment, should where possible, be evaluated using life cycle costing rather than initial price. Full details on the methodology of this method are available from the Procurement and Contracts Officer.

16. For centrally managed contracts the Procurement and Contracts Officer will work together with key users in monitoring the performance of the supplier against the contract. The user shall be concerned with day-to-day operational issues, while the Procurement and Contracts Officer shall review overall performance of the contract, supplier and user satisfaction, and developments in the market place.

17. The Board of the College requires the Procurement and Contracts Officer to ensure that the procedures outlined in this manual are carried out across the College.

PART 2

PROCUREMENT AUTHORITY AND ADMINISTRATION

Introduction:

Heads of department engaged in purchasing activity are acting as legal agents of University. In this capacity heads of department shall ensure that all staff engaged in procurement is fully aware of the contents of this manual, the Public Procurement Guidelines and EU guidelines pertaining to procurement. Heads of department are responsible for the administration of public funds, in the most cost-effective manner, and in the best interests of the University.

Procurement Activity:

Procurement includes all the actions from the time a supply is deemed to be required until the material and/or service has been received and paid for at the College and in some cases may continue until the time of disposal. Purchasing activity includes:

- A. Assessment of requirement.
- B. The decision to purchase.
- C. The process of making a purchase (including quotations/tendering and ordering).
- D. The receipt and storage of goods (including matching of order, delivery docket and invoice)
- E. Payment to suppliers within the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 - Statutory Instrument No. 388 of 2002.
- F. Adding assets to fixed asset register.
- G. Disposal of surplus or obsolete goods

Purchasing Authority

Control of purchasing expenditure is part of the budgetary control process. Delegation of authority to others will not absolve the head of department of ultimate accountability and responsibility for the proper execution of the purchasing process within available budgets. Appropriate professional guidance on general matters and those associated with purchasing legislation is available from the Procurement and Contracts Office.

Control Of Funds:

Heads of departments have authority to utilise the full extent of their budget consistent with University policy and National and EU guidelines. Responsibility for expenditure by members of a department rests with the head of that department. For all procurement-related actions, an internal procedure shall be established within each department. This procedure should be subject to continual evaluation by the head of department, consistent with overall University policy, National and EU guidelines.

Purchasing Ethics:

All staff members involved in procurement activity act as agents of the University and are bound under the terms of the Ethics in Public Office Act 1995. The fairness, courtesy and integrity with which a member of staff undertakes a purchasing activity reflect on the public image of the University. Should a conflict of interest arise, members of staff engaged in procurement are legally bound to declare their interest to the relevant head of department or to the Bursar as appropriate. Information offered by a supplier must be treated with confidentiality. A member of staff may not seek, or accept from a supplier engaged in business with the University, any pecuniary advantage, or personal gifts of more than a nominal value. If any doubt should arise as to the course of action regarding this policy, consultation with the Procurement and Contracts Officer is advised.

Personal Purchases:

Personal purchases are not permitted through the University purchasing system.

8. Leasing Agreements

Regardless of value, all leasing arrangements must have the prior written approval of the Treasurer. The Treasurer's Office has the responsibility for entering into any leasing agreement and no agent or employee of the University shall enter into a commitment without prior approval.

Miscellaneous:

Heads of department shall not obtain or permit the use of departmental credit cards, hire purchase or direct debits for the purchase of goods or services unless they have the express authorisation to do so from the Treasurer's Office. Placement of orders on the Internet shall only be permitted by use of the College's Procurement Card. The College's standard order with the relevant terms and conditions noted thereon must be used.

PART 3 **PURCHASING PROCEDURES**

1 Defining the requirement

Ensure that there is a definite requirement for the goods or services and define that requirement. In most cases this will be done by the end user who requisitions the particular good or service. This must be done in the context of uncommitted funds available.

2 Writing the specifications

Whenever appropriate and prior to any quotation or tender being sought it is important that a clear and comprehensive list of requirements is compiled, agreed and set. Each element should be checked to ensure that the stated need is clearly defined, that it matches the actual requirement and is neither over nor under specified. Care should also be taken to ensure that wording of the stated requirement is not unnecessarily restrictive in the sense that it could or would be construed to or have been drafted in such a way as to limit the number of potential suppliers.

The use of trade or brand names should be avoided as this too could serve to limit the number of potential suppliers and stifle competition. If the use of a brand name cannot be avoided then the words "or equivalent" must be inserted alongside. Certain artistic commissions, works of art and literary works are exempt from this regulation. The preferred method of description is the use of generic descriptions, and if appropriate the EU Standard(s) should be quoted. If EU Standards have not been established then the use of another (e.g. Irish or British) standard is permissible providing the words "or equivalent" have been inserted alongside.

3 Selecting Potential Suppliers

The buyers should first check the Procurement and Contracts office Web page to see if a contract or framework agreement exists with any supplier who can provide the required goods or service. If so the order may be placed with that supplier without seeking other quotations or tenders.

The most commonly required goods and services are most likely to be available through centrally co-ordinated sources of supply, which have been the subject of competitive tendering exercises.

If there are no suitable suppliers available the buyer must obtain quotations or tenders from other, preferably "approved", suppliers.

The buyer should acquire a good knowledge of the market (suppliers, prices, etc.) for his /her most commonly required goods or services. Help with sourcing may be obtained from the Procurement and Contracts office.

Where the buyer is considering obtaining quotations or tenders from unknown suppliers and there is substantial risk due to cost commitment, quality, continuing availability, etc., an appraisal of the supplier should be carried out. Where the risk is particularly high (e.g. a high value tender from an unknown supplier, or where there is reason to believe the financial standing of a supplier may be weak) the buyer should ask the Procurement and Contracts office to obtain an independent financial report on the company. In some cases it may be appropriate for the buyer to visit the company premises to gain first hand impression of quality, ability, efficiency, etc.

Relationships with Suppliers

The selection of suppliers will be based on sound business principles which recognize, amongst others factors, the quality of the goods and services offered, relevant experience and reputation, financial stability and the ability to perform the contract in a timely manner.

Sourcing

As a general policy, the University does not seek to unduly restrict its sources of supply. Where economic, strategic or technological benefits may accrue, Procurement and Contract Officer will endeavour to approve at least two sources of supply.

In cases of strategically important goods and services where sources are limited and security of supply is critical, the Procurement and Contract Officer will actively work to develop alternate sources and/or achieve 'most favoured customer' status.

Nationality

The Procurement and Contracts Officer will consider any source regardless of origin.

Fairness

All dealings with suppliers should be handled in a prompt and courteous manner. Every effort should be made to treat suppliers fairly and equally, and in bid situations to furnish all with the same adequate information. Reasonable efforts should be made to ensure that bid lists only comprise those suppliers who are financially sound and who have a realistic chance of winning the business.

Confidentiality

Bids and offers should be solicited on the basis that they will remain confidential both before and after the business is placed. Equally, suppliers are obliged to ensure that any privileged information regarding the operations of the University is kept strictly confidential and divulged only on a need-to-know basis. Suppliers and their employees, agents and sub-contractors, should sign a confidentiality agreement.

4 Seeking Quotations and Tenders for Goods and Services

Thresholds

Where committed or preferred suppliers are used there is no need to obtain competitive tenders or quotations. In all other cases quotations or tenders must be obtained in accordance with the following table. (The left-hand column is the total anticipated value of the purchases of the contract, excluding VAT; the right hand column is the **minimum** number of quotations or tenders, which must be obtained).

Under €6,500	At least 1 quotation
€6,500 to €25,000	At least 3 written quotations
€25,000 and above	Written tender process with the aim of achieving at least three realistic quotes.

Procurement & Contracts Officer must be consulted

In the case of sums exceeding **€193,000** (excluding VAT) and above, the EU Public Procurement Directives will come into consideration.

The above thresholds are upper limits laid down by the Finance Committee and departments are encouraged to apply stricter limits, in general or to particular cases, where this could lead to improved value for money. Under no circumstances may requirements be split or orders raised for part of the requirement to avoid bringing purchases under a particular threshold.

Single or Sole source

On rare occasions there may be only one supplier of a particular product and no alternative product may be available ("sole source"). Sometimes an item or service has to be purchased from a particular supplier, usually to ensure compatibility with existing goods or services ("single source"). Proprietary brand preferences do not justify sole source where more than one potential supplier for the required item exists.

Where there is only a single source for a particular item this fact must be documented in the first instance by a tender competition. This competition shall be run under the terms of this section and shall be recorded by the Procurement and Contracts Officer. Future purchase of this item shall be made by negotiated procedure with the supplier. In all instances it is the responsibility of the head of department involved to keep abreast of developments in the market in order to ensure that new products and suppliers for such items are identified, as they become available. Any orders placed for items or equipment with sole sources shall be authorised by the Procurement and Contracts Officer and Bursar.

Some circumstances exist which create a need for sole source procurement. These include:

- Utility services.
- Need for compatibility with existing equipment.

- Trial use or test items.
- Holding of spare parts stock for a particular item.
- Particular items representing good value to the University.

If any of the foregoing occurs the buyer should complete a [single source justification form](#). After the form has been supported by the budget holder and accepted it should be kept on file for possible inspection by the Auditors. – External, Internal, Government and EU.

Quotations and Tenders (definitions)

For the purpose of this Manual a “**quotation**” is the relatively straightforward exercise of seeking a price and delivery time for goods which are easily specified. A “**tender**” is the more formal and detailed exercise of obtaining sealed bids for services or goods where the value is high, and/or the specification is detailed or complex, and/or special terms and conditions may apply.

Quotations

For written quotations enquiries should be made in writing, clearly stating the specification of the required goods or the description of the required works or services, and any other terms to be included in the purchase contract. In particular, the enquiry must state that the University's Conditions of Purchase will apply to any order arising from the enquiry.

A copy of each quotation, record of the analysis, assessment criteria and decision taken with reasons must be held for at least six years after the end of the financial year of purchase and made available to Internal Audit, external audit (C&AG) or the Purchasing Officer for inspection on request.

Tenders

The procedure for seeking sealed bids is designed not only to obtain the best value for money, but to protect the buyer and the University in the event of any subsequent dispute of action by a disappointed bidder. The buyer must adhere to them strictly.

The overriding principle is that all bidders must be given an equal opportunity to win the business. To this end all invitations to tender must be identical and must be posted at the same time. (A model Invitation To Tender is attached in Appendix G)

The main elements of the invitation to tender (ITT) are:

(a) **Letter of Acknowledgement** for the bidder to return immediately, indicating that the ITT has been received and the company wishes (or does not wish) to submit a tender.

(b) **Tendering Instructions** instructing the company on how to complete and submit the tender, and what information is required (e.g. copies of accounts, main customers, alternative proposals etc.) in addition to the form of tender itself.

(c) **Conditions of Tender** informing the company about things such as:

- ensuring the independence of each tender.
- to whom inquiries should be addressed.
- the preparation of the tender document.
- for how long the tender will remain valid for acceptance.
- how the tender should be packaged, addressed and returned.
- how many copies are required.
- final delivery date and time (e.g. midday).
- the University's discretion to accept any part or all of the tender.
- method of evaluation (e.g. short-listing, calls for presentations, etc.)
- list of award criteria for evaluating tenders and awarding the contract

(d) **Form of Tender** a formal letter to be signed by the tenderer enclosing the tender submission and other required information. Whenever possible the tender should include an outline format (showing prices, delivery dates, etc.) to be completed by the tenderer, rather than leaving the tenderer to devise his own format.

(e) **Contract Documents** informing the tenderer of the kind of contract which will be signed, including any special terms and conditions in addition to (or instead of) the University's standard terms and conditions of purchase.

5 Receiving, Opening and Recording Quotations and Tenders

Where quotations are obtained verbally they must be recorded on paper so that any subsequent purchase order will be accurate, and to provide auditable evidence of the action taken.

(a) A record of all steps and results in the Tendering process must be kept. Each step should be recorded immediately it has been taken, rather than waiting until the end of the exercise.

(b) Receipt of tenders should be recorded but the package must be kept in a safe place until the set date and time.

(c) At each time that tenders are due, the procurement officer and the relevant head of department or designated person from that department will open the tenders.

(d) All tenders are opened and date-stamped and the bottom part of the tender proforma is certified.

(e) Tender sheet (see Appendix E) is completed by the procurement officer, recording the following:

- (1) No. of tenders with a quote.
- (2) No. of tenders with no quote.
- (3) Late tenders (if any).
- (4) Name of persons who opened the tenders.
- (5) Time and date opened.

(f) Any bid received after the time due should be regarded as invalid and returned to the sender unopened with a covering letter of explanation.

The register should record that this action has been taken.

A late tender may be given further consideration only if there is clear evidence that the delay was due to unusual delivery problems and that the tenderer gained no advantage over the other tenderers in terms of time or knowledge. In such circumstances full details should be given to the Procurement and Contracts Officer and the Secretary to the College who will recommend whether or not to consider the tender valid.

Note: Under no circumstances may any staff member make contact with any person or agent who has submitted a tender to discuss any details regarding price or any other aspect of the tender, after receipt of the tender

6 Evaluating Quotations and Tenders

The buyer should evaluate quotations (see next paragraph for tenders) and select the one which offers the best value for money taking account of cost, delivery and any other appropriate factor of the kind set out in paragraph.

The evaluation of tenders should be performed by a team of about 3 to 5 people most of whom should have considerable knowledge of the goods or service included in the tender. At least one member should have purchasing expertise. The Procurement and Contracts Officer will provide assistance as required.

The criteria to be applied in determining the award of contract should be stated in the tender documents and would normally be the (most economically advantageous) tender taking account of:

- Price
- Delivery time
- Lifecycle costs
- Quality
- Aesthetic and functional characteristics
- Technical merit
- After sales service and technical assistance including warranty.

The above list is representative of the kind of criteria which might be included. Some of them may not be relevant to a particular tender: additional ones may need to be added. Whenever possible, these criteria should be shown on the tender document.

Well before tenders are received, the buyer should propose a method of evaluating tenders. This should be as objective as possible and will usually be based on a points system, which weights each of the criteria. The method should be agreed by all members of the evaluating team.

After the tenders have been opened and recorded copies should be distributed to the evaluation team for their personal evaluation, taking account of the agreed evaluation method. The team should then meet to select on the successful bid, or to short-list where this has been agreed as part of the evaluation method.

7 Post Tender Negotiation

Post tender negotiation with the provisional successful tenderer, or with short-listed Tenderers should be used for fine tuning or clarification purposes only and should always involve input from the Procurement and Contracts Officer. If the outcome of such negotiation is considered to have materially altered the contract, or to have deprived another tenderer of an equal opportunity to win the contract, then the process could well be invalidated.

8 Selection of Successful Tenderer

There should be a consensus among the evaluation team as to which tenderer should be awarded the contract, taking full account of the objective results of using the evaluation method. If there is no such consensus the Head of Department responsible for the contract should adjudicate.

A runner-up should be selected in case problems arise in signing the contract with the successful tenderer.

9 Notifying Tenderers of Results

When a decision has been reached all tenderers should be notified in writing of the status of their tender. Confidentiality should still be maintained for each of the respective bidders. It is best to send a straight forward but encouraging, “unsuccessful” letter to the runner-up rather than alert them of their reserve status. Model “unsuccessful” letters are attached in Appendix F

10 Placing Order (Contract)

All external purchasing transactions must be the subject of an official Purchase Order or other form or written contract. Official Purchase Order Forms must be obtained from the Finance Office. Each one is serially numbered and must be accounted for. The University’s standard Terms and Conditions of Purchase are referred to on the front and printed on the back.

In case of a quotation an official Purchase Order, completed in full and signed by the budget holder, should be sent to the successful bidder.

In the case of a tender where the contract is straightforward and is based largely on the University's standard Terms and Conditions of Purchase, an official Purchase Order should be issued. Reference should be made on it to the tender submitted by the supplier and the prices and other information must be as in the tender submitted.

Where a contract resulting from a tender is more complex, a special contract should be drawn up and signed by both parties. The contents of this contract will have been made clear in the Contract Documents section in the invitation to tender. A special contract is likely to be appropriate in the case of the purchase of services, or the purchase of goods which have to be uniquely manufactured, assembled or modified to meet our requirements. A special "contract" (technically an agreement or arrangement, rather than a contract) is also required for framework (or call off) agreement where there is no commitment to purchase a given quantity. The Procurement and Contracts Officer will also give additional advice and assistance.

The Purchase Order (or special contract) represents the legal commitment of the University to the purchase. It is signed on behalf of the University by a buyer with an appropriate level of delegated purchasing authority and budgetary funding in place.

11 Receiving and Accepting Goods/ Services

When goods are received from the supplier they should be checked to ensure that they conform to the standard expected by the user at the time of ordering. All goods should be validated as received in a satisfactory condition before payment is made. The check should include quantity as well as quality. Where goods cannot be checked at time of delivery the goods received note (GRN) should be clearly marked "not checked", in this instance the goods should be checked as soon as possible. Wherever possible, receipt and inspection should be performed by someone other than the buyer or person authorising payment.

Similarly, the quality and quantity of the services rendered should be checked and validated before payment is authorised. Wherever possible this should be done by someone other than the buyer or the person authorising payment.

When the goods received fall into the categories which are required to be recorded in the Assets Register, appropriate entries should be made in that register.

12 Authorising Payment

Payment should be authorised by someone with the appropriate level of delegated invoice payment authority. This should be someone other than the checker of the goods.

1. Heads of Department should familiarise themselves with the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 - Statutory Instrument No. 388 of 2002.

Any interest payments under the terms of the act shall be charged to the cost centre responsible for incurring the charge.

Individual invoices/credit notes should be cross-checked against the corresponding order (and Goods Received Note if applicable). Where the details agree the invoices should be coded and passed for payment by the authorised signatory. Changes in Authorised Signatories along with expenditure limits where applicable are notified to the Treasurer's Office who use this information as the basis for making approved payments.

Where authority to pass invoices for payment has been delegated, limits to that authority must be set by the Department Head or Research Account Supervisor to ensure that expenditure incurred by their area is approved at an appropriate level. When details of such limits have not already been sent to the Treasurer's Office, a new authorised signatory form incorporating the limits should be completed and sent to the Treasurer's Office.

Only original invoices should be passed for payment as there is always a danger of duplicate payment when copy invoices are approved for payment.

In approving invoices for payment, Account Holders should use the Official University Stamp completed with the correct codes.

Appropriate analysis codes (Element 1), should be included as well as the basic 3-digit departmental/research account code (Element 2) and the appropriate sub-activity code (Element 3) eg 81002 308 30800. These codes are used for Financial Management and also to collate purchasing information, which can significantly improve value for money. It is vital that the correct code is used.

Invoices should be sent to the Central Payments Section, Treasurer's Office as soon as they are authorised but no later than the 8th of the month to ensure payment by the 25th of the month.

Invoices which are required to be paid urgently should be clearly marked "For Special Payment" but should be on an exceptional basis only.

Credit Notes

Credit notes must give the reason for the credit and be cross-referenced to the original invoice and order number

13 Retention of Records

Records pertaining to a transaction should be kept in the department. These records will include, but will not necessarily be limited to:

- Invitation to Tender
- Successful Tender
- Tenders Record sheet
- Copy of the Purchase Order or special contract.
- Invoices

Copies of all the above documentation relating to each order shall be maintained at each department for a period of **six** years after the placement of the order. This is a requirement under National legislation and auditors, either internal or external may check documents.

Staff members placing orders are reminded that persons who have tendered for the supply of goods or services to the University may seek to have the details of any tender competition released to them under current National or EU legislation. All requests for such information shall be referred unanswered to the Procurement and Contracts Officer immediately after receipt.

14 Purchased Assets

(a) Assets Register

The Director of Buildings Office maintains a register of assets which are valued over a threshold of €1270, or which are otherwise “attractive” from the point of view of theft. A number of internal and external bodies have a continuing interest in these items: Treasurer’s Office, auditors, grant bodies, Health and Safety, Insurance, fire officer etc. The Asset register should also be used as part of their system of internal control (lending, borrowing, finding, replacing, counting, guarding, disposing etc.)

The criteria for items to be entered on the Register are:

- (a) Items with a value exceeding €1,270 value (including vat)
- (b) Items below that value which are considered to be attractive/easily portable.

As soon as items which meet the above criteria have been purchased full details should be entered into the Asset Register.

(b) Lending Assets

Intra and Inter Departmental Loans

Short or long term loans, whether free or otherwise, should be encouraged as, amongst other things, they can effectively reduce the demands on competing financial resources. All loans must be authorised by the Head of Department. Care must be exercised however to ensure that any loan which might entail a change of use or application does not compromise the University in terms of vat, import duty,

safety or other legislation. The asset register should be updated to reflect the current location etc.

When the asset in question is covered by a centralised service contract (e.g. computers) details should be sent to the relevant department. To allow updating of the institutional record

Loans to external Organisations / Bodies

Loans of assets to external establishments or individuals require in addition to the checks listed in paragraph 6.2.1 written assurances on the title of goods, commercial risks, liabilities and the like. Such loans must be justified to and authorised by the head of department.

Loans to staff working off the premises

Loans of this type are acceptable if they are for the furtherance of University business. When such a need arises the head of department must ensure that the checks and controls detailed in paragraph 6.2.1 are fully met.

(c) Stock Control

All departments with stores sections are required to maintain stock control records, which meet audit requirements. The Procurement and Contracts Officer can provide advice on this matter.

The stock control system whether automated or manual, must be monitored and reviewed on a regular basis and stock levels adjusted to reflect current needs. Errors in forecast requirements (over or under stocking) can be very costly and early corrective action should be taken to remedy such occurrences. Good housekeeping helps to reduce financial loss and other risks.

At the end of each financial year a physical stocktaking exercise must be carried-out. Any variance between computed and physical values should be investigated and satisfactory reasons for the differences obtained and recorded. The internal or external auditors, or the Treasurer's Office may request details of the end of year check, including the stock valuation. Details of this check in any event must be kept safely by the department for a minimum of 4 years for possible future audit.

(d) Disposal of Assets

Departments should keep under review their holdings of assets and consumables. Subject to any necessary authorisation, surpluses should be disposed of as quickly as possible. Departments should ensure that they get the best price consistent with other value for money considerations such as the cost of time and effort required to arrange the disposal. As a general rule surplus assets should be sold on the open market by means of an auction or tender.

Occasionally it may be in the interest of the University to present surplus items to other bodies (e.g. schools,) without charge. This decision should be made by the head of department and should be recorded in writing.

Care must be taken to protect the University against possible claims by the recipients of the disposed assets or third parties (claims can vary for reasons like damage, failure to work, electrical faults). Wherever possible a sold note containing the University's conditions of sale should be used. Where the surplus asset clearly does not work or might be dangerous or hazardous it should be safely and legally scrapped.

Disposing of an asset for which the University is deemed to be the owner or keeper must be carefully controlled. Since all disposal transactions are liable to both internal and external audit, documentary evidence associated with the sale, be it gifted, sold or scrapped, must be held on file for a minimum period of four years.

Where purchase was originally made using departmental budgetary funds the head of department may authorise disposal and update the asset register. When the asset forms part of a centralised asset register used in the context of a servicing contract (e.g. computers), copies of the correspondence must be sent to the appropriate office to allow updating of the institutional record.

If the asset in question has been the subject of a record in the assets register then details of the disposal must be recorded in the register.

15 Terms and Conditions

The University has its own standard Terms and Conditions of Purchase. Their purpose is to provide more protection for the interests of the University than are likely to be provided by a supplier's terms and conditions of sale. It follows that the University's Terms and Conditions (Ts & Cs) should be used wherever possible. This is achieved by using the University's official Purchase Order form, or by referring to them in the invitation to tender and subsequent contract. If the supplier responds by referring to his own terms and conditions of sale (e.g. on the back of his quotation or order acknowledgement of order) the Buyer should respond in writing ensuring that the University's Ts & Cs apply to the transaction.

The University's standard Terms and Conditions of Purchase are provided in Appendix A

Where a special contract has been drawn up it is likely that extra terms and conditions will need to be added, some of which may replace some of the standard terms and conditions apply to the purchase of services, but it is even more likely that additions and changes will be required to ensure the proper delivery of a quality service and adequate redress in the failure to do so.

The Procurement and Contracts Officer should be consulted in case of any doubt over the use of, or changes to the University's standard Ts & Cs of Purchase. The Procurement and Contracts Officer can also provide examples and suggestions for additional clauses for special contracts. However, under no circumstances may any member of staff agree to any change in the University's Ts & Cs without the prior written consent of the Procurement Officer.

16 Contract Management

(a) Contracts where there is a continuing commitment by the supplier (further deliveries, services to be rendered, maintenance agreements etc.), must be properly managed. The absence of contract management, or responsibility being placed with unskilled staff, increases the risk of inefficiency and ineffectiveness with consequential loss in value for money.

(b) In some it may be appropriate to agree a Statement of Service Standards with the supplier so that the responsible department and all end-users know what standards to expect and remedies are available.

17 Training in Purchasing

All members of staff with delegated purchasing authority, and others who manage such staff, are expected to undergo appropriate level of training in purchasing. As a minimum, this will mean attending one of the in-house courses which will be run by the Procurement and Contracts Officer. Details will be circulated from time to time, and will be on the Procurement and Contracts Office web page. The Procurement and Contracts Officer also holds details of additional, external, training opportunities.

18 Changes to this document

All changes to the policies and procedures contained herein shall be subject to the approval of the Procurement and Contracts Officer.

Appendix A

Terms and Conditions

IT IS AGREED

1. INTERPRETATION:

1.1 In these Conditions:

"**Buyer**" means the body corporate incorporated under the name of the Provost Fellows and Scholars of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin or any of its subsidiary companies.

"**Conditions**" means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"**Order**" means the Buyer's purchase order to which these Conditions are annexed.

"**Services**" means the services (if any) described in the Order.

"**Goods**" means the goods (including any installment of the goods or any part of them) described in the Order.

"**Contract**" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services on the Conditions.

"**Delivery Address**" means the address stated on the Order.

"**Price**" means the price of the Goods and/or the charge for the Services.

"**Seller**" means the person so described in the Order.

"**Specification**" includes any plans, drawings, data or other information relating to the Goods or Services.

"**Subsidiaries**" has the meaning given to it by the Companies Act 1963 to 1990 as supplemented by the European Communities (Companies Group Accounts) regulations 1992.

"**Writing**" includes telex, cable, facsimile transmission and comparable means of communication, but excludes Electronic Mail (E-Mail).

1.2 Any reference in these Conditions to an Act, statutory instrument or a provision of an act or statutory instrument shall be construed as a reference to that act or statutory instrument or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. APPLICABILITY AND JURISDICTION

2.1 These conditions shall apply to the contract between the Buyer and The Seller, subject to any amendments referred to in the Purchase Order or otherwise agreed in writing by Buyer, to the entire exclusion of any other express conditions.

2.2 The construction, validity and performance of the Contract shall be governed by Irish Law. The Contract shall be deemed to have been made in Ireland and the parties to the Contract hereby submit to the exclusive jurisdiction of the Irish Courts.

2.3 This contract shall be governed by the Sale of Goods & Supply of Services Act 1980.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Conditions.

2.2 Unless otherwise agreed in writing the Order shall not imply any commitment by the Buyer to contract exclusively with the Seller.

2.3 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3. SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and the Services shall, subject to the Conditions herein, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer and the Seller.

3.2 Any Specification supplied by the Buyer to the Seller or specifically by the Seller for the Buyer, in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.7 The Seller shall, at its expense, provide any programmes of manufacture and delivery that the Buyer may reasonably require. The Seller shall notify the Buyer without delay, in writing, if its progress falls behind, or may fall behind, any of these programmes.

4. PRICE OF GOODS AND SERVICES

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

4.3 The Buyer shall be entitled to any discount for early payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5. TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 Unless stated otherwise in the contract, the Buyer shall pay the Seller the Price within 14 days of receipt, by the Treasurer's Office of the Buyer, of a correctly rendered invoice. This invoice must be addressed to the department of the Buyer indicated on the purchase order and must quote the full purchase order number. The Buyer shall not be held responsible for delays in payment caused by the failure by the Seller to comply with the Buyer's invoicing instructions.

5.3 All quotations and payments shall be in Euros only. Payment shall be on foot of invoices and made only under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 - Statutory Instrument No. 388 of 2002.

5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. DELIVERY

6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or of performances of the Services is to be specified after the placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 If the Seller or the Seller's carrier delivers any goods at the wrong time or to the wrong place then the Buyer may deduct from the Price any resulting costs of storage or transport.

6.9 The Seller shall forthwith on request by the Buyer, following delivery of the goods, attend at the part of the Buyer's premises designated by it and shall remove at its own expense and without cost to the Buyer all packaging in which the goods were delivered to the Buyer.

6.10 The Buyer shall have the right, before delivery, to send the Seller an order amendment adding to, deleting or modifying the goods. If the order amendment will cause a change to the price or delivery date, then the Seller must suspend performance of the contract and notify the Buyer without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Seller must allow the Buyer at least 10 working days to consider any new price and delivery date. The order amendment shall take effect when, but only if, an authorised officer of the Buyer accepts in writing the new price and delivery date within the time stipulated by the Buyer. If an authorised officer of the Buyer fails to confirm the order amendment within the time stipulated by the Buyer, then performance of the contract shall immediately resume as though the said order amendment had not been issued (except that the Buyer may still exercise its right of cancellation).

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The title and property in the goods shall pass to the Buyer upon delivery or (in the case of delivery by instalments) upon delivery of each instalment, unless payment or part payment has been made prior to delivery in which event the property in any materials, components or goods purchased or allocated by the Seller for the purpose of this Contract shall immediately vest in the Buyer.

7.3 If any goods are delivered or services provided which fail to comply with the provisions of this Contract (however slight the failure to meet those requirements) by reason of quality, quantity or (without limitation) any other reason, or are delivered in error, without prejudice to any other rights and notwithstanding any provision to the contrary contained in the Sale of Goods and Supply of Services Act 1980, the Buyer may at its sole discretion and at Seller's risk and expense, either:-

7.3.1 return the goods or any instalment or any part thereof on the basis that a full refund for such goods shall be paid forthwith by the Seller; or

7.3.2 require immediate replacement or rectification by delivery of goods or performance of services which are in accordance with this Contract; or

7.3.3 require the immediate repair or remedy of any defects in the goods or deficiency in the services; or

7.3.4 repair or remedy the defects or deficiencies itself or by others, at the Seller's expense; or

7.3.5 purchase equivalent goods or services elsewhere at no additional cost to the Buyer; or

7.3.6 refuse to accept any further delivery of goods or performance of any further services, without liability.

The Buyer shall have the right to claim compensation for all its resulting costs and expenses. The making of any prior payment shall not prejudice the Buyer's right of rejection.

7.4. In the event of cancellation under this condition, the Seller shall promptly repay any monies paid under the contract without any retention or offset whatsoever. Cancellation of the purchase order under this condition shall not affect any other rights the Buyer may have. The Seller must collect all rejected goods within a reasonable time of rejection or the Buyer shall return them to the Seller at the Sellers own risk and expense.

8. WARRANTIES AND LIABILITY

8.1 The Seller hereby warrants its power to enter into contracts and has obtained all necessary approvals to do so.

8.2 The Seller warrants to the Buyer that the Goods:

8.2.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;

8.2.2 will be free from defects in design, material and workmanship;

8.2.3 will correspond with any relevant Specification or sample;

8.2.4 will comply with all statutory requirements and regulations relating to the sale of the Goods;

8.2.5 do not infringe the Intellectual Property rights of any third party; and

8.2.6 will be free from encumbrance

8.3. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable for the Buyer to expect in all the circumstances.

8.3.1 The Seller shall promptly make good, at its expense, any defect in the Goods that the Buyer discovers under proper usage, during the first of 12 months of actual use, or 18 months from the date of acceptance by the Buyer, whichever period shall expire first. Such defects may arise from the Sellers faulty design, the Sellers erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Sellers obligations whether in this contract or at law.

8.3.2 Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by the Buyer.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs, claims and expenses (including legal expenses) awarded against or incurred or paid by the Buyer, whether such loss, damage, costs or expenses are incurred by the buyer, by its successor in title or by any third party claiming on or against the buyer, as a result of or in connection with:

8.4.1 any breach of any warranty given by the Seller in relation to the Goods or Services;

8.4.2 any liability under the Consumer Protection Act 1987 in respect of the Goods;

8.4.3 any act or omission of any of the Seller's personnel in connection with the performance of the Services;

8.4.4 any injury to, illness or death of any person, or loss of or damage to any property arising out of or in the course of the Contract, to the extent that the liability is due to any negligence, breach of Statutory Regulations and duties or due to any omissions or defaults of the Seller or its employees, agents, sub-contractors or subsidiaries in supplying, delivering and installing the Goods.

8.5 This indemnity shall remain in force after the conclusion of, or sooner termination by either party of the Contract.

8.6 In respect of any injury, damage or loss caused to third parties or their property by the Goods there shall be no automatic right of indemnity due from the Buyer to the Seller. Any clause in the Seller's standard terms and conditions of sale purporting to establish a right of indemnity from the Buyer to the Seller in the event of any injury, damage or loss caused to third parties or their property shall not be incorporated into this Contract.

9. INTELLECTUAL PROPOERTY

9.1 All rights in the results of work arising out of, or deriving from, this contract, including inventions, designs, copyright and knowledge, shall be the property of the Buyer and it shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.

9.2 The Seller shall promptly communicate to the Buyer all such results and shall, if requested, and at the Buyers expense do all acts and things necessary to enable the Buyer or its nominee to obtain letters patent, registered designs and other protection for such results, in all territories, and to assign the same to the Buyer or its nominee.

9.3 The Seller shall ensure that all technical information (including computer programs and programming information) arising out of, or deriving from, this contract is held in strict confidence, except for any such information which becomes public knowledge, other than by breach of this contract.

9.4 If notified promptly in writing of any action brought against the Buyer based upon a claim that any parts provided or a modification made to the product by the Sellers infringes any patent, trade mark, copyright or other intellectual property right, the Seller will defend such action at its expense and pay any costs and

damages awarded and any expenses incurred by the Buyer in connection with the claim (including legal and other expert fees). The Seller shall have sole control of and responsibility for the defence of any such action and all negotiations for its settlement or compromise.

9.5 If as a result of such claim the Buyer is prohibited from using or otherwise unable to use the product or if such a claim is likely to be made, The Seller will either procure for the Buyer the right to continue using the goods, or replace or modify the infringing parts without detracting from the goods overall performance so that it becomes non-infringing. The Seller shall indemnify the Buyer against any loss of use during such modification or replacement.

9.4 The Seller will not have any liability to the Buyer under any provision of this clause if the infringement, or claim thereof is based upon any modification of any item of goods by a party other than the Seller (other than by the Buyer in accordance with the Seller's instructions).

10. TERMINATION

10.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving to the Seller at any time prior to delivery or performance in which event the Buyer's sole liability shall be to pay the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

10.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

10.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

10.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

10.2.3 the Seller ceases, or threatens to cease, to carry on business; or

10.2.4 the Buyer reasonably apprehends that any of the above events is about to occur in relation to the Seller and notifies the Seller accordingly.

11. REMEDIES

11.1 If the Seller shall commit a breach or shall fail to observe any provision of these conditions, the Buyer may give the Seller written notice of such breach or non-observance and the Seller shall have 28 days from receipt of the notice within which to rectify the breach or non-observance. Should the Seller fail to rectify the breach or non-observance, then the Buyer shall have the right to give the Seller written notice terminating the contract with immediate effect

12. FORCE MAJUERE

12.1 If either party is delayed or prevented from performing its obligations under this contract by circumstances beyond the reasonable control of either party (including, without limitation, any form of government intervention, strikes and lock-outs relevant to the purchase order or breakdown of plant), such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the purchase order, then the contract may be cancelled by either party. The Buyer shall pay to the Seller such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the Seller under the purchase order, prior to cancellation, but only in respect of work of which the Buyer has received full benefit as originally contemplated in the contract. This provision can have effect only if it is called into operation by the party wishing to rely on it, giving written notice to the other of that effect.

13. NOTICES

13.1 Any demand notice or communication shall be deemed to be duly served;

13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day service shall be deemed to occur on the next following working day);

13.1.2 If given or made by prepaid first class post, two working days after being posted;

13.1.3 If delivered by fax, on receipt by the sender of the fax confirmation.

13.2. Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of the Buyer, at, Treasurer's Office, Trinity College, College Green, Dublin 2, Rep. of Ireland (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the Procurement Officer.

14 WAIVER

14.1 A failure at any time to enforce any provision of these conditions shall in no way affect the right, at a later date, to require complete performance of the contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

15. SEVERABILITY

15.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

16. CONFIDENTIALITY

16.1 The Seller shall obtain written approval from the Buyer prior to taking photographs or making publicity releases or announcements including advertisements regarding either the contract or the activities of the Seller related to its participation in the contract.

16.2 Any information derived from the Buyer, or otherwise communicated to the Seller in connection with the contract, shall be kept secret and confidential and shall not, without the consent, in writing, of an authorised officer of the Buyer be published or disclosed to any third party, or made use of by the Seller, except for the purpose of implementing the contract or in fulfillment of the Buyer's obligations of the Freedom of Information Acts.

17. ASSIGNMENT/SUBCONTRACTING

17.1 The contract shall not be assigned by the Seller nor sub- contracted as a whole. The Seller shall not sub-contract any part of the contract without the Buyers prior written consent, but the Buyer shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the contract. The Seller shall be responsible for all work done and goods supplied by all sub-contractors.

18. INDEPENDENT CONTRACTOR

18.1 For the purposes of this Contract, the Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of the Buyer, and they shall not hold themselves out to be so.

19. BRIBERY

19.1 In connection with this, or any other contract between the Seller and the Buyer, the Seller shall not give, provide, or offer to the Buyers staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the Buyer shall, without prejudice to any other rights it may possess, be at liberty forthwith to terminate this, and any other contract, and to recover from the Seller any loss or damage resulting from such termination.

20. COMPLIANCE

20.1 The Seller shall maintain accurate records relevant to the Contract and shall permit the Buyer or its authorised personnel and/or agents access at all reasonable times to such records.

20.2 The Seller shall protect and hold all property of the Buyer free from liens, charges and other encumbrances.

20.3 The Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated in the Purchase Order, obtain and pay for all licences and permits necessary for the provision of goods and performance of services in accordance with such Laws.

21. HEALTH AND SAFETY

21.1 The Seller shall comply with the requirements of Irish and international legislation and agreements relating to the supply, packaging, labeling and carriage of hazardous goods.

21.2 The Seller shall observe all legal requirements of Ireland, the European Union and relevant international agreements in relation to health, safety and environment, and in particular, to the marking of hazardous goods, the provision of data sheets for hazardous materials and all provisions relating to food.

21.3 The Seller shall ensure that Goods comply with current health and safety legislation and the legislation implementing any relevant EC Directive. The Buyer may require the Seller to show that the Goods bear a CE mark and may ask for a copy of the EC Declaration of Conformity.

21.4 The Seller agrees to provide the Buyer before delivery with written details of any harmful or potentially harmful properties or ingredients in the Goods supplied together with any information concerning any changes that may take place in such properties or ingredients. The Buyer will rely on the supply of such information from the Seller in order to satisfy its own obligations under legislation relating to health and safety at work and the control of substances hazardous to health.

21.5 The Seller agrees to give the Buyer notice in writing within a reasonable time prior to delivery of the Goods of anything which is toxic, explosive or otherwise hazardous to the health and safety of persons or property. The notice shall identify the hazard, and give full details of the precautions to be taken when coming into contact with such things together with details of the safe manner of use, handling and storage.

22. TAX

22.1 Professional Services Withholding Tax (PSWT) must be deducted at the standard rate from payments by contracting authorities for professional services. Comprehensive information on PSWT is available in a booklet "A Revenue Guide to Professional Services Withholding Tax (PSWT) for Accountable Persons and Specified Persons" which is published on website www.revenue.ie or can be obtained from the Revenue Commissioners: current telephone (01) 8780100.

22.2 All contracting authorities are reminded of the need for tax clearance of contractors as outlined in Department of Finance 'Circular 22/95 Tax Clearance Procedures - Public Sector Contracts or any revised version which will be available on www.revenue.ie <<http://www.revenue.ie>>. Tenderers should contact their local Revenue District or Large Cases Division as appropriate. Full contact details can be obtained, and for most cases an online application for Tax Clearance Certificates can currently be made, under 'What's New' on www.revenue.ie <<http://www.revenue.ie>>. Non resident tenderers should contact the Collector General, Sarsfield House, Limerick: current telephone (061) 310 310 or 1890 203 070.

22.3 Any work carried out by the contracting authorities in the process of installation of equipment which entails the use of Building and Construction methods will require the production of a C2 certificate in the place of the Tax Clearance Certificate. This is necessary for the acquisition of a C47 Authorisation to Pay. Contracting Authorities should be aware that possession of a C2 negates the requirement for the supply of a Tax Clearance Certificate. Further details available from Revenue Commissioners as detailed above.

Appendix B

Contract Law

Introduction

The aim of this section is to inform staff involved in purchasing activities of their obligations in the area of contract law. Heads of department should ensure that all staff members in their department who are involved in purchasing are aware of the law of contract. Heads of department should further ensure that all staff members in their department who are involved in purchasing are aware that they are acting as agents of the University and as such, may bind the University to a contract by their actions.

Heads of department should ensure that all orders or tenders issuing from their department are accompanied by the University Terms and Conditions of Contract. No member of staff may deviate from these conditions.

Heads of departments should clearly nominate which members of staff have the authority to sign or authorise orders within their departments. This authority should clearly outline the monetary value of any such orders that may be placed by the individual staff members.

Contracts

A contract is a legally binding agreement. To be valid and enforceable it normally requires the following primary characteristics:

- Offer and acceptance
- Consideration
- That parties have capacity to enter into the agreement.
- Purpose which is legal.

Offer and Acceptance

Contractual agreement is constituted by an offer made by one person and an acceptance of that offer by the person to whom the offer is made. A contract arises by virtue of the offer being accepted. Once a contract is made, the parties are legally bound by the terms, and neither party can withdraw unilaterally. In order to create a valid contract, the offer and acceptance should comply with the following criteria:

- The offer must be a clear and unambiguous statement of the terms upon which the offeror is willing to contract, should the person or persons to whom the offer is addressed decide to accept.
- The offer must be communicated to the offeree
- Acceptance of an offer implies acceptance of any terms included therein

- Acceptance by the offeror must be clear and unequivocal.
- Acceptance may be communicated by words or conduct. Where the offeror prescribes the manner in which the offer should be accepted the offeree is expected to comply in the manner prescribed.

Consideration

No contractual promise is legally binding unless it is supported by consideration, usually in the form of a monetary payment. In general terms, the consideration involved in transactions in the University is “executory”, i.e. a promise to pay money at a future date.

Capacity of Parties

The law requires that persons entering into a contract must possess the necessary capacity to do so – in general terms, persons who are eighteen years and over have contractual capacity provided that they are mentally competent at the time of the transactions. In addition, companies or corporations have contractual capacity.

Purpose which is legal

A contract, to be valid, must not be for a criminal purpose or be otherwise illegal. For example, agreements that serve to defraud the revenue would be deemed illegal.

Appendix C

EU PUBLIC PROCUREMENT DIRECTIVES

1. Introduction:

E.U. purchasing laws are set to encourage competition and transparency by eliminating discrimination on the basis of nationality, race, etc. This is achieved with the use of objective procedure and open competition. EU regulations are binding in law and must be followed when expenditure exceeds, or is likely to exceed, the prescribed thresholds in a financial period. They must also be followed when a contract is wholly or partly financed by EU institutions.

“Violations of EU directives can give rise to serious legal and financial sanctions”

The aim of this section is to inform staff involved in purchasing activities of their obligations in the area of EU directives. Heads of department shall ensure that all members of their departments who are involved in purchasing are aware of their obligations under EU directives. Heads of department shall further ensure that all members of their departments who are involved in purchasing are aware that they are acting as agents of the University. They should be aware that they might cause the University to be in breach of the EU directives by placing an order that causes the University to exceed the EU thresholds for spending in a particular category.

The directives which are most relevant to the University are:

- The Supplies Directive
- The Services Directive
- The Works Directive
- Remedies Directive

All four have been incorporated into Irish legislation, which means that the University is legally bound to comply with the requirements contained in them.

2. Thresholds:

E.U. Directives impact on the purchasing activities in the University by imposing thresholds. These thresholds exclude V.A.T. The Procurement and Contracts Officer shall ensure that current thresholds are made available to all departments via the University Intranet, as he receives them.

If the value of any contract or the cumulative value for contracts for the same service or supply exceed the EU thresholds then the contract must be open for competition across the EU. To ensure this, the competition shall be advertised in the supplement to the OJEU. Advertisements in OJEU are normally accompanied by a similar publication in the national media. The national advertisement must on no account appear before the date of dispatch to the OJEU, and shall not differ in any way from the publication in the OJEU. All advertisements shall be in English.

For the purpose of this Manual, the essentials are that contracts with a likely value above certain thresholds must be advertised in the Supplement of the Official

Journal of the EU, and that sufficient time must be permitted to enable prospective suppliers to express their interest and submit their tenders. The thresholds are based on ECU's and converted into national currencies every two years. The thresholds are shown below in both Euros and Punts:

- Purchase of Supplies €193,000
- Purchase of Services €193,000
- Purchase of Building Works €4,845,000

It is essential to contact the Procurement and Contracts Officer immediately if there is likely to be a purchase which exceeds the above thresholds. The legislation is complex and there are many pitfalls. Failure to consult the Procurement and Contracts Officer could lead to expensive consequences where contracts are set aside and/or compensation is paid to companies claiming unfair treatment. It is not uncommon for suppliers to seek compensation under the remedies directives. Any fines levied against the University resultant from such a breach will be borne by the business unit responsible.

“All advertisements in the OJEU and communications related thereto shall be processed through the Procurement and Contracts Officer”

3. E.U. Notices:

When advertising in the OJEU, the provisions of the EU directives, including the format in the model notices, must always be followed. If you deviate from these you may leave yourself, or the University, open to legal and/or financial sanctions.

The following three types of notice may be placed in the OJEU:

- A. Prior Indicative Notice (P.I.N).
- B. Contract Notice.
- C. Post-award Notices.

4. Prior Indicative Notice:

Contracting authorities are obliged to publish these notices in the OJEU, normally at the start of a budgetary year. The purpose is to inform potential tenders that contract(s) of a particular type will be advertised in the future. A PIN notice must be posted in the following circumstances.

- A. For works where the threshold in any particular works category exceeds €5.92 million
- B. For supplies and services where the threshold in any particular works category exceeds €750,000 in any particular product category. Priority service categories are summarised in Appendix 4 of the Government issued Public Procurement Guidelines commonly known as the Green Book (Appendix H).

If you are in any doubt regarding categories listed in the documents, consult the Procurement and Contracts Officer.

5. Contract Notice:

Contracting authorities must publish notices of contract to be offered in the OJEU. A contract notice must be posted in the following circumstances.

- A. For works where the threshold in any particular works category exceeds €5.92 million.
- B. For supplies and services where the threshold in any particular works category exceeds €206,000 in any particular product category. Priority service categories are summarised in appendix 4 to the Green Book.

If you are in any doubt regarding categories listed in the documents, consult the Procurement and Contracts Officer.

6. Post-award Notices:

Information on contract awards must be notified to the commission within 48 days of placement of the contract. These notices must also be set out in accordance with the models in the directives. Unsuccessful candidates, if they seek the reason for their non-acceptance, must be given that information.

At the conclusion of all EU tenders, the Procurement Office will ensure that the appropriate requirements relating to the timely publication of a Contract Award Notice are observed

7. Written Report on Contracts Awarded:

For all contracts awarded, it is a condition that the contracting authority must prepare a written report. The EU Commission may at any time request that this report be sent to them. This report shall be prepared following the placement of any contract and shall be forwarded to the Procurement and Contracts Officer for retention.

8. Contract Award Criteria:

Contracts may be awarded based on either of the following criteria:

- A. Lowest price.
- B. Most economically advantageous tender, i.e. price package, maintenance costs, completion date, service, quality of work, life cycle costing etc.

If contracting authorities intend to use the latter method, the tender documents and the notice must state which of the criteria it intends to apply for the award. The criteria should be listed in order of importance.

9. Time Limit for Replies:

The E.U. directives recognise the following three tendering procedures, each with its own particular minimum time limit for replies to be received. Minimum time limits for replies are shown in calendar days and are counted from the date of dispatch of the notice or invitation.

- A. Open procedures – all interested parties may submit tenders. Minimum time limits are:
 - (1) For receipt of tenders = 52 days:

(2) If a P.I.N was published in the case of works, services and supplies = 36 days.

B. Restricted Procedures – only those parties invited by the contracting authority may submit tenders. Minimum time limits are:

- (1) For requests to participate in competition = 37 days
- (2) For receipt of tender = 40 days
- (3) If a P.I.N was published in the case of works, services and supplies = 26 days.

C. Negotiated Procedures – contracting authorities consult parties of their choice and negotiate the terms of the contract with one or all of them. This procedure may only be used in very limited special circumstances set out in the directive. If you are considering using this – contact the Procurement and Contracts Officer **before** you initiate any correspondence. Minimum time limits are:

- 1) For requests to participate in competition = 37 days
- (2) For receipt of tender = 40 days
- (3) If a P.I.N was published in the case of works, services and supplies = 26 days.

Where genuine urgency (i.e. health and safety requirements or the need to prevent further damage to University assets) renders these time limits impracticable, shorter time limits may be applied subject to the conditions of the EU directives. All requests for accelerated procedures **must** be routed through the Procurement and Contracts Officer.

10. Miscellaneous:

EU directives contain the wherewithal for the Commissioners to seek information regarding contracts awarded below the threshold figures. This information can include the number and value of contracts below the thresholds. Heads of department are required to have all such information readily available if requested. This is best achieved by maintaining the records referred to in the section on tendering procedures.

Appendix D

Public Service Revenue Requirements

1. Introduction:

Various Finance Acts have provided regulations relating to procurement which are specific to the public sector. The public sector includes all government departments and offices, local authorities, health boards and other health agencies, educational bodies and all semi-state bodies whether commercial or non commercial. The University is affected by regulations concerning withholding tax, tax clearance and the construction industry. Copies of the guidelines as set out by the Department of Finance are contained in the appendices.

2. Withholding Tax:

Withholding tax on professional services is a deduction of tax at source (at standard rate) by accountable persons in respect of “*relevant payments*” made by them to specified persons in respect of “*professional services*”. Relevant payments are all payments in respect of professional services.

Professional services are defined for the purpose of withholding tax as including:

- A. Services of a medical, dental, pharmaceutical, optical, aural or veterinary nature.
- B. Services of an architectural, engineering, quantity surveying or surveying nature and related services.
- C. Services of accountancy, auditing or finance and services of financial, economic, marketing, advertising or other consultancies.
- D. Services of a solicitor or barrister or other legal services.
- E. Geological services.
- F. Training services provided on behalf of F.A.S.

The University is obliged to deduct withholding tax at the standard rate of income tax from the total payment due, including any amount of expenses, but excluding VAT where a relevant payment is made to a specified person. The creditors office carries out this deduction. The University remits monthly withholding tax deducted to the Collector-General. Where no payments are made in a particular month a “Nil” return shall be submitted.

3. Tax Clearance:

Suppliers are obliged to produce a valid tax clearance certificate or C2 certificate in the case of all public sector contracts where the value or cumulative value exceeds €10,000 within any 12-month period. The Procurement and Contracts Officer shall ensure that any contractor who wishes to be included on the list of registered suppliers to the University provides such a certificate to the creditors office prior to placing his name on the list. It is incumbent on heads of department to ensure that suppliers, other than those on the registered list provide a valid current tax clearance certificate prior to placing an order with the supplier. The creditors office will not pay any invoices until he has been provided with such a certificate.

Suppliers who hold a C2 certificate do not require a tax clearance certificate. Sub-contractors operating in the areas of construction, forestry or meat processing qualifies for a C2 certificate, which authorises the principal contractor to make payments to such sub contractors without deduction of tax.

Appendix F
Model Unsuccessful Letter

To:

Date

Re: Project Name TCD XX

Dear _____,

We regret to advise that further to your proposal for the provision of the above that you have been unsuccessful.

[Reasons for your decision inserted here]

Please accept our sincere thanks for your time and effort in this project. Please feel free to contact me if there are points you wish to discuss further in relation to your bid.

I trust we can do business in the future and in the meantime remain,

Yours sincerely,

Name

Title

Appendix G
Model Invitation to Tender

Request for Tender Proposals

For The Supply of;

(PLACE EQUIPMENT TITLE HERE)

On Behalf of:

The University Of Dublin , Trinity College



Tender Return Date:
Month date year before 12:00 noon

Tender Return To:
The Secretary of the College
Secretary's Office
West Theatre
University of Dublin
Trinity College
Dublin 2
Ireland

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SECTION A
GENERAL INSTRUCTIONS TO TENDERERS

1. These Instructions to Tenderers, equipment requirements, and Terms and Conditions are for the supply and maintenance of a **XXX SYSTEM** as detailed in Section D herein, for The University of Dublin, Trinity College (see Section A, para. 3, hereafter referred to as BUYER).
2. All the information contained in this document is given on the basis of strict confidentiality and must not be disclosed to any other party without prior consent and authority, in writing, of the BUYER.
3. Contracting Authority:
University of Dublin, Trinity College

4. Completed tenders shall be returned in a sealed envelope in time to reach the address on the invitation, no later than the due date specified. A label stating "**TCD-0X/XX**" must be clearly affixed to the tender package.
Proposals shall be delivered on or before **Month date 200X to arrive no later than 12.00 hours.**

If tender proposals are delivered by hand, they must be delivered directly to the addressee no later than 12.00 hours, on the due date indicated above. A receipt may be obtained if required.
Tenders should be returned to;

**The Secretary of the College
Secretary's Office
West Theatre
University of Dublin
Trinity College
Dublin 2
Ireland**

5. **Two (2)** copies shall be provided. Proposals will be privately reviewed. Late, incomplete, or unsigned proposals not conforming to the requirements of this request for proposal (RFP) as specified in 'Form of Tender' (see Section C) may not be considered.
6. Any supplies offered on this tender may required to be demonstrated to the University prior to any contract being awarded or order placed. Full technical specifications are outlined in 'Equipment Requirements' (see Section D) of this document. The proposed delivery, installation and commissioning dates for each equipment item, should be carefully noted and requirement dates are specified in 'Section D', with each technical specification.
7. ***All enquiries either general or technical concerning this tender document should be addressed in writing to:***

Ben Hartnett
Procurement and Contracts Office
House 4
Trinity College
College Green
Dublin 2

Phone : 00353 1 6082657 Fax: 00353 1 6083730 hartnetb@tcd.ie

8. **Please use Project Reference No: TCD-0X/XX on all correspondence.**
9. The University shall NOT be bound to accept the lowest or any tender proposal, and reserves the power to accept any part of any tender proposal, unless the SELLER expressly stipulates to the contrary at the time of tendering.

10. For the tender proposal to be accepted the tenderer must complete, sign and return the two documents in Section B (Special Conditions of Tender) and Section C (Form of Tender) with their proposal.

11. **EVALUATION OF TENDERS & AWARD CRITERIA**

11.1 Tenders will be initially evaluated and accepted for inclusion in the award process by reference to the following items:

- ◆ A copy of a current tax-clearance certificate. (See No.14 this Section)
- ◆ Completeness of the tender proposals submitted in English, in the format as specified, in Section C 'Form of Tender - Sellers Proposal Format'.
- ◆ **Two (2)** printed copies of the tender proposal must be submitted, together with an electronic copy of Table 1 in the Excel/Word Version 7, on diskette.
- ◆ The signed and returned submission of Section B (Special Conditions of Tender) and Section C (Form of Tender) enclosed in the tender proposal
- ◆ SELLERS to whom any of the circumstances listed in paragraph 1 of Article 20 of EU Council Directive 93/36/EEC apply will be excluded from this competition.

Note: Tender proposals not meeting the above qualifying criteria may not be considered for inclusion in the award process.

11.2 Award Process: Contracts for each piece of equipment will be awarded from the qualifying tenders on the basis of the most **economically advantageous tender** consistent with the following award criteria (not listed in order of importance):

- ◆ **Cost structure and discounts offered including:**
 - Discount off list price
 - Additional discounts for early payment.
 - Financial proposals and proposed payment of equipment.
 - Warranty terms offered.
 - User training and support service offered by the seller.
 - Availability of any product upgrades, at no additional cost to the BUYER.
- ◆ **Equipment features, specifications, performance, and reliability of equipment including:**
 - Any past experience of users with the equipment.
 - Compatibility with existing equipment.
 - Ability to meet the required technical specifications.
- ◆ **References and experience of SELLER including:**
 - Sellers experience and qualifications in manufacturing, installing and servicing the proposed equipment.
 - The quality and service of any previous equipment provided by the seller to the University or other similar institutions.
 - General reputation of SELLER in this instrument field.

12. **Freedom of Information Act:**

- (i) The University proposes that the following information relating to this tender competition will be made available on request:
 - Successful bidders
 - Contract Duration
 - Goods/services supplied
- (ii) The University undertakes to hold confidential, any information provided by you in this tender subject to:
 - i disclosure of information specified at (i) above as liable for release to the public
 - ii the University's obligations under law, including the Freedom of Information Act

You are asked to consider if any of the information supplied by you in this tender should not be disclosed because of its sensitivity (other than that referred to in (i) above). If this is case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The University will consult with you about sensitive information before making a decision on any Freedom of Information request received.

If you consider that none of the information supplied by you is sensitive, please make a statement to that effect. Such information may be released in response to an FOI request.

14. TAX NOTICE

Professional Services Withholding Tax

14.1 Professional Services Withholding Tax (PSWT) must be deducted at the standard rate from payments by contracting authorities for professional services. Comprehensive information on PSWT is available in a booklet "A Revenue Guide to Professional Services Withholding Tax (PSWT) for Accountable Persons and Specified Persons" which is published on website www.revenue.ie or can be obtained from the Revenue Commissioners: current telephone (01) 878 0100.

Tax Clearance Certificates

14.2 All contracting authorities are reminded of the need for tax clearance of contractors as outlined in Department of Finance 'Circular 22/95 Tax Clearance Procedures - Public Sector Contracts or any revised version which will be available on www.revenue.ie <<http://www.revenue.ie>>.

Tenderers should contact their local Revenue District or Large Cases Division as appropriate. Full contact details can be obtained, and for most cases an online application for Tax Clearance Certificates can currently be made, under 'What's New' on www.revenue.ie <<http://www.revenue.ie>>.

Non resident tenderers should contact the Collector General, Sarsfield House, Limerick: current telephone (061) 310 310 or 1890 203 070.

C2 Certificate

14.3 Any work carried out by the contracting authorities in the process of installation of equipment which entails the use of Building and Construction methods will require the production of a C2 certificate in the place of the Tax Clearance Certificate (as detailed in 14.2). This is necessary for the acquisition of a C47 Authorisation to Pay.

Contracting Authorities should be aware that possession of a C2 negates the requirement for the supply of a Tax Clearance Certificate.

Further details available from the Revenue Commissioners as detailed above.

ATTACHMENT 1

LETTER OF ACKNOWLEDGEMENT

PROJECT REFERENCE NUMBER: TCD-0X/XX

Date : _____

To : Ben Hartnett

Dear Mr Hartnett,

Re: Supply of XXXXX TCD-0X/XX

1. We acknowledge receipt of your Request for Proposal Tender package.

2.* (a) We have received all the documents listed in the 'Table of Contents' of the tender document without damage and in usable condition.

(b) We have read the Request for Proposal package and the General Instructions to Tenderers, section and will tender in accordance with the specified requirements.

or

2.* We do not wish to tender and therefore return the whole tender package with this letter.

Yours sincerely,

For and on behalf of,

COMPANY NAME: _____

SIGNATURE: _____

NAME OF TENDERER: _____

- **Delete as required.**

SECTION B

SPECIAL CONDITIONS OF TENDER

2. All quotations and payments shall be in Euros only. Payment for equipment and any related services shall be on foot of invoices and made only under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 - Statutory Instrument No. 388 of 2002.
3. If prices quoted in Section C, are subject to any additional discounts for early payment, this shall be listed in Section C, below Table 1.
4. The BUYER, prior to any award of contract, shall agree and negotiate with the successful tenderer any special conditions of the contract i.e. invoicing and delivery arrangements; length of the warranty period; service requirements; optional equipment components; settlement discounts etc.
5. All prices quoted shall be inclusive of all costs except Value Added Tax. Value Added Tax rates, where applicable shall be shown separately. Any settlement discounts agreed with the University shall be shown separately.
6. SELLER shall assume all responsibilities and incur all liabilities for the equipment during transport and shipment. All equipment prices quoted shall be delivered, installed, freight and insurance prepaid and absorbed.
7. The University shall NOT bind itself to accept the lowest or any tender, and reserves the power to accept any part of any tender proposal, unless the company tendering expressly stipulates to the contrary at the time of tendering.
8. Any modification that a person tendering may wish to propose in any Special Conditions of Tender Contract or otherwise, shall only be made by means of a letter enclosed with the tender proposal.
9. It will be a condition for the award of a contract that a firm must submit a current tax clearance certificate from the Revenue Commissioners.
10. The University shall **not** be liable in respect of any costs incurred by the seller in the preparation of the tender proposal or any associated work effort, including the supply of presentation material, brochures, specifications or manuals for evaluation and the return of such items to the seller, following such evaluation.
11. All pricing shall be guaranteed **not to increase**, based on an order placed within the proposal due date and intended for delivery in accordance with the specified delivery schedule, installation and commissioning dates for the equipment as listed individually in the technical specification of each item in 'Section D', of this document.
12. **Any special requirements such as additional or specific equipment that are required by the University prior to delivery for handling, and receipt of any piece of equipment MUST be detailed by the SELLER in Section C of the tender response and also noted in Table 1. Failure to do may result in the SELLER providing any special requirements at no incremental cost to the University.**
13. If it is considered that any of the information supplied by SELLER is either economically sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified.
14. BUYER reserves the right to solicit service contract bids from qualified independent service organisations, in the interest of reducing its technical support costs.
15. The supplies offered in this tender shall be contingent on continued funding approvals from government planning agencies, other relevant authorities and BUYER capital budget

committees. Any and all payments made before delivery shall be refundable without penalty or cancellation charge should approvals be withdrawn for any reason.

16. Additional similar pieces of equipment or component parts may be required at a later date, contingent on additional funding being made available. All tenderers will be offered the opportunity to submit proposals for any additional equipment under the same terms and conditions of this tender document.
16. Any contract awarded will be subject to the terms and conditions of contract and any service level agreements of the BUYER (these will be provided for review to the successful tenderer(s)).
17. The performance of the successful tenderer(s) will be monitored during the contract period. In the event of goods not being in accordance with the specification or the conditions of the contract, the Universities reserve the right to cancel the contract.
18. Tenderers may be requested to formally present their tender proposal to the BUYER in order to clarify any questions or queries regarding their tender offer.
19. Confidentiality

Save as otherwise provided in this document, the BUYER agrees to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the University hereunder. The University shall take all reasonable steps to ensure that its employees, agents and sub-contractors are bound by the same obligation.

The SELLER agrees to hold in confidence and will at all times keep secret the affairs and concerns of the BUYER, its subsidiaries and its respective transactions in business with each of its customers and the nature and particulars of the accounts of such customers and any other information of a confidential nature relating to the business of the BUYER its subsidiaries and its customers and will use best efforts to ensure that its employees, agents and sub-contractors comply with this undertaking. The SELLER will indemnify BUYER from and against all action, proceedings, claims and demands which may be brought or made against it all losses, costs, charges, damages and expenses which BUYER may incur or sustain for which BUYER may become liable by reason of any breach by the SELLER of this undertaking.

Confidential information will only be revealed to those employees or contractors who need to know such information for the carrying out of the response to this tender proposal for the supply of goods and/or services detailed in this document.

SIGNATURE: _____

POSITION / TITLE: _____

NAME OF TENDERER: _____

DATE: _____

TELEPHONE NUMBER: _____

SECTION C

FORM OF TENDER – SELLERS PROPOSAL FORMAT

1. **Two (2)** hard copies of the proposal, completed in the English language, shall be submitted. Electronic format may be supplied in addition to, but not instead of, hard copies. In addition, pricing proposals must be submitted as specified in Table 1 below, and also submitted in Excel/Word Version 7 format on diskette.

Note: General company sales brochures and product listings, extra to the information on tender items sought herein, should not be submitted with tender proposals and may be requested by the University at a later date, if needed.

2. This first section of the proposal must contain the relevant documentation.

Each SELLER **must** supply the following minimum documentation:

- ◆ Banker's statement indicating the financial standing of the competitor and the turnover in respect of the services to which the contract relates for the last three years.
- ◆ Details of the company's size and resources allocated to the purchase of equipment under this contract.
- ◆ Copy of current tax clearance certificate.
- ◆ Statement that the SELLER is not excluded from participation in the contract, as provided for in Article 20 of the supplies directive 93/36/EEC (sample statement is enclosed in Attachment 1).

3. Price Quotations.

The second section of the proposal must provide a line-item price quotation that separately lists all of the component prices for the equipment as described below (para. 4). The format as specified in Table 1 must be completed in full, and signed by the SELLER and should also be provided on diskette in Excel/Word Version 7 file format. All tenders submitted must be in the English language.

4. All prices must be quoted in Euros and each item that the SELLER bids for will contain the following costs and information as listed in Table 1:

- ◆ The University specification number for the item.
- ◆ Standard List price.
- ◆ Delivery / freight / insurance charge.
- ◆ Discounted price for the university, if discounts are offered.
- ◆ VAT rate that applies, listed separately.
- ◆ Installation costs (if applicable).
- ◆ Total purchase cost for each item.
- ◆ Commissioning/start-up/calibration costs (if applicable).
- ◆ De-commissioning / Re-installation costs
- ◆ In-service training for technical personnel.
- ◆ First-year support and warranty services.
- ◆ Support service and warranty per annum, after year one for the next four years.
- ◆ If equipment is imported, the exchange rate used for conversion to Euros.

5. A breakdown of equipment component costs as detailed in Section C, par. 4.0 must be provided in the format as specified in Table 1, and also supplied in Excel/Word Version 7 format on diskette. This is to facilitate the identification of the different VAT rates that shall apply. An example of this is listed below.

COMPONENT	COST IN EUROS	VAT@ 0%, 13.5 or 21%
Equipment delivered cost	53,329 Euros	e.g.21%
Warranty year 1	7,618 Euros	
Training costs	2,540 Euros	e.g.0 %
Total Purchase Cost	63,487 Euros	

6. Financial Arrangements and Payment

Proposed equipment payment terms, including any cancellation fees and any alternatives that result in a cost saving to BUYER must be clearly specified.

7. Upgrades and Enhancements

A description of the seller's policy for newly developed hardware and software (if applicable); equipment and software modifications for improved performance and reliability (if applicable); and correction of design, component, or manufacturing defects. SELLER must indicate if such modifications, upgrades, and enhancements are no-charge items and, if so, for what period of time (e.g., warranty period only, extended period, for the life of the equipment). A list of any planned changes to the proposed equipment for the next three years must be included.

8. Technical Specifications

8.1 A listing of all equipment components to be provided.

8.2 A complete description of all specifications requested in Section D 'Equipment Requirements'. This response should reference each individual specification with a statement of compliance or non compliance, including ability to deliver, install and calibrate each item of equipment as requested in the specification. If non compliance is indicated, specify the proposed alternative.

8.3 Confirmation of Industrial Health and Safety Act requirements shall be provided for each item of proposed equipment.

9. Special Requirements

9.1 **Any special requirements such as additional or specific equipment that is required by the University prior to delivery for handling, and receipt of any piece of equipment MUST be detailed in this section of the tender response and also noted in Table 1.**

ATTACHMENT 2

PROJECT REFERENCE NUMBER: TCD-0X/XX

STATEMENT OF DECLARATION

The Seller _____

hereby acknowledges that he/she and all representatives of his/her company are familiar with the contents of Article 20 of the directive 93/36/EEC and declares that the company is not excluded to participate in this tender, as provided for in Article 20, directive 93/36/EEC.

Signature: _____

Name: _____

Title / Position _____

Date: _____

Telephone Number: _____

TABLE 1 : PRICE QUOTATION TABLE FORMAT FOR 'SECTION C'

EQUIPMENT ITEM NO. TCD-0X/XX	
------------------------------	--

COMPONENT THREE DIMENSION MOTION ANALYSIS SYSTEM	COST I EUROS (ex Vat)	VAT@ 0%, 13.5% or 21%	TOTAL COSTS (including VAT)
Standard List Price			
Discount off List Price (if offered)			
Equipment Cost Delivered (freight & insurance)			
Installation (if applicable)			
Commissioning (start-up/calibration, if applicable)			
In-service Training for Personnel			
Warranty Support & Service for Year 1			
TOTAL PURCHASE COST			
Warranty Support per annum after Year 1			
Additional discounts offered if more than one item from same lot or different lots is purchased from Seller (*please specify the details of any additional equipment below) YES/NO		N/A	N/A
If equipment is imported, exchange rate used		N/A	N/A
Ability to deliver, install and commission to dates specified in Section D, for this item? YES/NO		N/A	N/A
Costing Proposal enclosed on diskette? YES/NO		N/A	N/A
Is any special equipment required to handle and receive delivery of the item by the University? YES/NO		N/A	N/A

Note: N/A, refers to not applicable

If applicable: The prices offered are subject to _____% settlement discount for payment within _____ days.

COMPANY NAME: _____

NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

DATE: _____

SECTION D
EQUIPMENT REQUIREMENTS

1.0 TECHNICAL SPECIFICATIONS OF EQUIPMENT REQUIRED

1. The next section describes the technical requirements of the equipment required by the BUYER.
2. **Where specifications include reference to manufacturer or brand names this is a result of difficulties in specifying the product required. In these instances the phrase “or equivalent” is inferred.**
3. **Any special requirements such as additional or specific equipment that is required by the University prior to delivery for handling, and receipt of any piece of equipment MUST be detailed in Section C, of the tender response.**
4. **It is anticipated that the provision of operator training both on- and off-site as well as arrangements for the maintenance and the servicing of the system will be included. Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.**
5. **It is acknowledged that each SELLER’s product line may differ from these specifications. As such, each seller is free to propose variances from these specifications. Alternative proposals favourable to the BUYER may be suggested. It is required, however, that, whenever a variance from these specifications occurs, the proposed item must meet or exceed the specified characteristics or level of performance.**

LOT 1.
XXXXXXXXXX
Quantity: X

NOTE

The quotation should include installation, commissioning (including calibration), and training for up to X individuals. An extended 2 year warranty should be offered. Software Upgrades should be indicated where applicable. Maintenance and service requirements should be indicated (annual, preventative, emergency, and routine.) The cost of extended warranties for up to 5 years and out-of-warranty maintenance and service costs should be provided.

Power consumption and any Energy Efficient features should be highlighted.

DESCRIPTION / SPECIFICATION OF REQUIREMENTS