

THIS AGREEMENT is dated

7 June 2019

**ROYAL DUBLIN SOCIETY of
Ballsbridge, Dublin 4**

TENDER FOR:

ICT Managed Services

REFERENCE NUMBER:

ITMANAGEDSERVICES2019

TENDER RETURN DATE AND TIME

(DEADLINE): Friday 12 July 2019 at 3PM

1. INTRODUCTION AND BACKGROUND

The RDS is issuing this invitation to tender (**ITT**) to interested suppliers in connection with the procurement of the goods and/or services (**Services**) described in the specification set out in *Schedule 11 (Specification)*.

Each tender (**Tender**) submitted by each supplier who responds to this ITT (**Tenderer**) should be detailed enough to allow the RDS to make an informed selection of the most appropriate solution.

Subject to the terms of this ITT, the RDS proposes to enter into a contract (**Contract**) with the successful Tenderer (**Service Provider**).

1.1 Introduction to the Royal Dublin Society

Home to Ireland's best known venue, the RDS is Ireland's Philanthropic Society. It was founded in 1731 to support Ireland to thrive economically and culturally. Funded by our commercial operations, the RDS continues this mission today through our philanthropic work programme that spans across science, the arts, agriculture, business and equestrianism.

1.2 Scope of the Services

The venue is supported by a complex architecture of applications and infrastructure supporting both the commercial and Foundation activities of the RDS.

The RDS now wishes to engage an external supplier to provide IT Managed Infrastructure, Backup and DR services for the RDS Administrative Offices. The RDS Administrative office IT environment is a virtualized solution which includes a fully redundant virtual private cloud infrastructure based on VMware vSphere 6.5 technology (35 servers) with NetApp SAN and a Virtual Desktop environment on the VMWare Horizon 7 platform (90 desktops) with Windows 7 as the standardized operating system.

RDS is looking for a solution that:

- is easy to manage both commercially and operationally. From a commercial perspective this means providing RDS with predictable upfront pricing which allows accurate budgeting over the term of the Contract. From an operational perspective this means providing a single point of contact for all of RDS's IT requirements and managed third party providers.
- delivers requirements quickly and efficiently. Current and future requirements must be implemented within the timescales set out by RDS, with minimal disruption to RDS's operating environment, and together with all necessary processes, documentation and training.
- are flexible with respect to future requirements and service options. RDS must not be limited in respect of additions or amendments to the solution and RDS must not be tied to any particular support provider except as provided in the contract.
- is cost-effective both at the start of the Contract and as the service grows.

Tenders will be expected to clearly show how their services will result in the above benefits being realised.

1.3 **Contract term**

The RDS:

- (a) proposes to enter into one or more Contracts for a maximum period of 18 months with the successful Service Provider;
- (b) anticipates that the commencement date of the Services will be January 2019.

1.4 **Purpose and scope of this ITT**

This ITT:

- (a) asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
- (b) sets out the overall timetable and process for the procurement to Tenderers;
- (c) provides Tenderers with sufficient information to enable them to provide a compliant Tender;
- (d) sets out the evaluation criteria that will be used to evaluate the Tenders; and
- (e) explains the administrative arrangements for the receipt of Tenders.

1.5 Regarding requests for clarifications any enquiries or requests for clarification of any matters arising from this ITT should be sought from Senan Healy at the RDS and must be made in writing by post or email as follows:

- Contact name: Senan Healy
- Address:
RDS
Anglesea Road
Ballsbridge
Dublin 4
- Email: tenders@rds.ie

Tenderers are advised not to rely on communications from the RDS in respect of the Services or ITT unless they are made in accordance with these instructions. The deadline for requests for clarification is set out in clause 2.

1.6 **Clarifications about the contents of the Tenders**

The RDS reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender or request for information during the evaluation phase. Tenderers are asked to respond to these requests promptly and to avoid vague or ambiguous answers.

2. TENDER TIMETABLE

2.1 Key dates

The Timetable is currently anticipated to be as follows:

Event	Date
ITT issued.	7 June 2019
Deadline for receipt of clarifications.	24 June 2019
Target date for responses to clarifications.	1 July 2019
Deadline for receipt of Tenders.	12 July 2019
Target commencement date of the Services.	1 January 2019

RDS may, at its sole discretion, vary the above Timetable and shall notify all Tenderers as soon as possible.

2.2 Deadline for receipt of Tenders

The respondent is required to confirm whether or not it will be submitting a response to this ITT by email or post by no later than the date set out in the Timetable.

Responses to this ITT must arrive at the address and in the manner prescribed under *section 3.1* no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The RDS may, however, in its own absolute discretion extend the Deadline and, in these circumstances, the RDS will notify all Tenderers of any change.

2.3 Contract award

Contract award is subject to the formal approval process of the RDS. Until all necessary approvals are obtained, no Contract(s) will be entered into. **Contract award notification**

Once the RDS has reached a decision in respect of contract award, it will notify all Tenderers of that decision. The RDS will not be obliged to discuss reasons for declining any response.

3. TENDER COMPLETION INFORMATION

3.1 Formalities

The envelope, packing or postmark must be sealed and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled "Private & Confidential: IT Managed Services Procurement". It must be addressed as follows:

Senan Healy
RDS Office Reception
Anglesea Road
Ballsbridge
Dublin 4

The following requirements must be adhered to when submitting Tenders:

- (a) the Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT;
- (b) each Tender must be uniquely named or referenced;
- (c) each page must be single sided;
- (d) a table of contents must be provided;
- (e) the Tender must be fully cross-referenced;
- (f) a list of supporting material must be supplied;
- (g) pages must be A4 in size or, where necessary, A3 folded in half;
- (h) It is recommended the tender submission be delivered by registered post to RDS Finance main reception. RDS will not accept responsibility for items delivered without registered post.

- (i) The pricing on the tender submission must be valid for at least 90 days after the date of submission

The Tender must be clear, concise and complete. The RDS reserves the right to mark a Tenderer down or exclude it from the procurement if its Tender contains any ambiguities or lacks clarity.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. In the case of a partnership, all the partners should sign or, alternatively, only one may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading. The authority document included in Schedule 2 must be fully completed and returned with any Tender.

Please supply details of the person at your organisation who can be contacted by the RDS in relation to your response. Please give details of any other people within your organisation who should be contacted to answer queries in relation to specific areas of your response. For each person please give their:

- name;
- title;
- address and location;
- telephone number; and
- email address.

3.2 **Contract**

Signature of the RDS Supplier Framework Agreement is required ahead of project commencement. Details of the RDS Supplier Framework Agreement will be published at the clarification stage of the tender process

3.3 **Documents forming the Contract**

The following documents shall form part of the Contract between the RDS and the successful Tenderer(s):

- (a) the Contract and its Schedules;
- (b) the Specification;

- (c) responses to requirements in the form required by the Customer (as completed by the Service Provider).

3.4 **Changes affecting a Tenderer**

Tenderers must inform the RDS in writing of any change in control, composition or membership of that Tenderer. In these circumstances, the RDS reserves the right to disqualify the Tenderer from any further participation in the procurement process.

3.5 **Consortia and subcontractors**

The RDS requires all Tenderers to identify whether and which subcontracting arrangements apply in the case of their Tender, and precisely which entity they propose to be the Service Provider.

3.6 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the RDS, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the RDS.

All suppliers should note that any quantities or volumes contained in this ITT are for indicative purposes only, and any future quantities or volumes may vary from those stated.

If a Tenderer proposes to enter into a Contract with the RDS, it must carry out its own due diligence enquiries and rely only:

- on its own enquiries and judgment in relation to this procurement, including the preparation of its Tender; and
- on the terms and conditions set out in the Contract(s) (as such Contract may be varied or updated and as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the RDS (or any other person) to enter into a contractual arrangement.

All suppliers are recommended to seek their own financial and legal advice.

3.7 **Confidentiality**

The contents of this ITT must not be copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling the Tenderer to submit a Tender.

3.8 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the RDS has given express written consent to the relevant communication.

3.9 **RDS's rights**

The RDS reserves the right to:

- (a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the RDS;
- (b) seek clarification or documents in respect of a Tenderer's submission;
- (c) disqualify any Tenderer that does not submit a compliant Tender in accordance with this ITT;
- (d) disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of the RDS concerning the award of the Contract will be disqualified. The RDS may

exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;

- (e) withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- (f) choose not to award any Contract as a result of the current procurement process; and
- (g) make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- (h) to award contracts to multiple vendors to cover the services required.

3.10 **Tender costs**

The RDS will not in any circumstances be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the RDS.

3.11 **Intellectual property**

All intellectual property rights in this ITT and all materials provided by the RDS or its professional advisors in connection with this ITT are and shall remain the property of the RDS and/or its professional advisors.

Schedule 1 Specification

Refer to the attached document titled “RDS IT Managed Services - ITT Schedule 2 Specification”

Schedule 2 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

To: [NAME OF COMPANY]

Date: [DATE]

PROVISION OF: [TITLE OF CONTRACT]

REFERENCE NUMBER: [REFERENCE NUMBER]

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature

Name and Status

Signature

Name and Status

For and on behalf of

[NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Co. Reg No

CHY No_

Vat Number
