

# Guide: Writing a Specification for Services

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## Scope of Requirement/Specification:

This should set out the following:

- Mandatory features
- Desirable or “nice to have”

“Fit for purpose” – rather than explaining individual “features” if the outcomes are spelt out then it is up to the supplier as to how these are met. Giving a brief on the background is always useful. Delivery milestones should be mentioned with specific dates where possible, including specific targets and quality standards where applicable.

Training schedule.

Handover – commissioning/acceptance.

Budget Holders should ensure that the service is required in the first instance and to investigate if it can be performed in-house rather than externally.

## Early Termination Clause

This is simply a safe guard for the Budget Holder. This clause should state that where, at any time during the project the work, being undertaken by the consultants, is found to be unsatisfactory by the Budget Holder – the project may be terminated early, without the Budget Holder being liable for the full costs.

## Pricing

Allowable daily expenses, overnight rate, travel expenses and preferable mode of travel should be indicated. Request the service provider to give the number of days that the job will take to complete and the category of consultant and rate for that category (e.g. Junior, Senior, Analyst, Project Director etc.). If the project is to be completed in phases due to funding issues than this should also be included.

## Payment Terms

Budget Holders should specify at what stages during the project the supplier will be paid. This should be at agreed “milestones” and it would be very useful to include this in the specification i.e. “payment by results”. This will ensure that the project stages are being completed on time, to budget and without any unpleasant surprises at the end!!!

## Targets

These should be set and performance should be measured – during the actual “performance” of the contract, which can then be linked to payments on successfully reaching the agreed targets.

## Intellectual Property and Copyright

If software is being written or a system is being designed, or a strategy / report is being written by a consultant/company specifically to meet your specification, then NUI Galway must own the IP and copyright of all products of the service.

## Escrow Agreement

For software – if a system is being written or customised to meet your specification, is one required? Who holds the source code?

## Professional Services Withholding Tax (PSWT)

This is not an additional tax but a deduction on account of a taxpayer’s final liability, made at the point of payment (i.e. deduction by NUI Galway and issued directly to Revenue Commissioners). It applies to payments made by Public Bodies such as the University and is deducted at the standard

rate of income tax from the total amount of the payment. Further information can be sought from the Revenue Commissioners website i.e. [www.revenue.ie](http://www.revenue.ie)

### **Professional Indemnity Insurance**

Adequate levels of insurance are required if working on our system or travelling to NUIG for meetings etc. Budget Holders should request a copy of the bidders "current insurance certificate". If in doubt in relation to the appropriate levels, then contact the Internal Auditor.

### **IT requirements within NUIG**

For IT related services, have the right people within NUI Galway been contacted (e.g. ISS) and their involvement sought, where applicable.

### **Regular reviews/meetings**

Will these be a feature of the project and will the supplier be expected to attend all or just some. What frequency e.g. monthly or quarterly?