

REQUEST FOR TENDER – SINGLE PARTY FRAMEWORK AGREEMENT

Title:	Provision of Microsoft Services support and associated services
Contracting Authority:	Pobal
Contracting Authority Ref.	0384
Procedure:	Open
eTenders Reference (resource ID):	6688382
Issue Date:	22 October 2025
Closing Date for Queries:	14 November 2025 at 12 noon (Irish time)
Closing Date for Tender Submission:	24 November 2025 Extended to 1 December 2025 at 12 noon (Irish time)
Estimated Max Value of Framework	€1.5m over a 4-year period
Submissions and Queries via:	eTenders only

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Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority have provided a **Tender Response Document (Word)** and a **Pricing Schedule (Excel)** as separate documents for tenderers to use in preparing their response to this tender. These documents and format must be used.

1 About the Contracting Authority

1.1 The Contracting Authority

Pobal works on behalf of Government to support communities and local agencies toward achieving social inclusion and development.

The role of Pobal today is to provide management and support services to 39 programmes, schemes and services in the areas of Social Inclusion & Inclusive Employment, and Early Years & Young People. We administer these programmes on behalf of the Department of Rural and Community Development, the Department of Children, Equality, Disability, Integration and Youth, the Department of Social Protection, as well as the Department of Health/HSE, the Department of Justice, the Department of Environment, Climate and Communications, the Department of Transport, and a number of EU bodies. Allocating €1,316,000,000 (or €1.316 billion) in 2024.

More information on Pobal, our work and the programmes we administer on behalf of the Irish Government can be found on our website <https://www.pobal.ie/>

1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the Framework Agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the Framework Agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement

2.1 Type of Framework

The Contracting Authority invites tenders for the establishment of a Framework Agreement. A Framework Agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a single-party Framework with one Economic Operator. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the Framework.

2.2 Scope of Requirements under the Framework.

The Contracting Authority seeks to establish a Framework Agreement with a suitably qualified tenderer to meet the requirements for the support and maintenance of Microsoft and associated services. The Contracting Authority ICT infrastructure is a closely integrated ecosystem, uniquely configured to meet the organisation's operational needs. While the Contracting Authority ICT staff possess expertise across the majority of the Microsoft product suite and related technologies, external support remains a critical component in ensuring the efficient and uninterrupted operation of day-to-day services.

The Contracting Authority invites responses from suitably qualified tenderers to be appointed as their Enterprise ICT Microsoft Services Framework Agreement partner, in accordance with the specific requirements outlined below. It should be noted that these requirements reflect the current Microsoft-based environment, and the Framework must allow for flexibility to accommodate additional or alternative software and services related to Microsoft applications and associated technologies.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As per front page
Closing Date for Queries	As per front page
Closing Date for Tender Submission	As per front page
Clarification / verification meetings (if anticipated)	As soon as possible after the closing date
Award decision	End 2025/early 2026
Framework Agreement Commencement	Q1 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.4 Numbers admitted to the Framework

The Framework Agreement will be established as a single-party Framework Agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.5 Duration of the Framework Agreement

The maximum duration of the framework agreement will be four (4) years subject to satisfactory annual review of performance.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.6 Duration of the initial call-off contract

The initial call-off contract is for a period of two (2) years. The Contracting Authority reserves the right to extend the Term of the initial contract for a period of two (2) x twelve (12) months on the same terms and conditions, subject to strategic alignment, satisfactory performance, budget availability and the Contracting Authority's obligations at law.

2.7 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this Framework Agreement will not exceed €1.5m excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the Framework Agreement.

2.8 Awarding Contracts under the Framework Agreement

Single-party Framework Agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the Framework Agreement terms and conditions.

2.9 Right to tender outside of the Framework

The Contracting Authority intends to use the Framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the Framework for the procurement of any requirement without reference to the Framework Member. Admission to a Framework does not guarantee the award of any contract to any Economic Operator, nor does it give the Framework Member the right to be consulted in respect of, or tender for, any contract.

2.10 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

2.11 Award to Runner Up

If, following the award of any contract under this Framework Agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting

Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Specification of Requirements

3.1 Contracting Authority Overview

3.1.1 Context of this Framework

The Contracting Authority relies extensively on ICT for its organisational operations and has made substantial investments over the past five years, with a particular emphasis on Microsoft applications and their related ecosystems for daily activities. This commitment to investment will continue to facilitate ongoing support and organisational growth. A core responsibility of the Contracting Authority is the management of web applications that underpin various programmes and schemes, making Microsoft Infrastructure services and their associated security essential. Furthermore, as part of the Contracting Authority's ISO27001 Information Security Management accreditation, there is an ongoing obligation to pursue continuous improvement and regularly update existing applications, systems, and infrastructure in order to meet the evolving requirements of the business and its customers.

The initial scope of the framework will encompass continuous support, monitoring public certificates, patching, security, ongoing improvement, and services for both the existing and future Contracting Authority Microsoft estate. It addresses Microsoft technologies and ecosystems within evolving environments, aiming to accommodate business changes and technological advancements to maintain established standards and foster innovation for the business and its customers.

One area of future development is the creation of a set of on-premise and cloud-based non-Production environments and enhancing the (limited) on premise non-Production environments.

3.1.2 Contracting Authority users

The Contracting Authority has many thousands of external users for a number of business services, as well as a number of public facing websites that are depended on Microsoft services. The successful supplier is not expected to be working with these external users – any contact will be via the relevant Contracting Authority team.

The Contracting Authority also has +781 internal users of business services that are dependent on Microsoft services. All user contact will be via the Contracting Authority ICT Service Desk / ICT Teams.

3.1.3 Contracting Authority ICT teams

The Contracting Authority has an internal Service Desk and a number of internal ICT support and development teams – the appointed service provider will be working closely with many of these teams, but the Contracting Authority Application and Systems Operations team will have the day-to-day operational relationship with the appointed service provider; the Contract Manager will be the Contracting Authority ICT Applications and Systems Operations Manager.

Note: There are no Transfer of Undertakings (Protection of Employment) Regulations (TUPE) requirements in scope.

3.1.4 Contracting Authority current suppliers

The Contracting Authority has a supplier currently delivering the Microsoft services in scope for this tender.

The Contracting Authority also has a supplier for software licencing and support (including Microsoft licencing and support) – this is **not in scope**, but advice and expertise on optimising Microsoft licences is in scope.

The Contracting Authority also has a supplier for support, maintenance and development of the Contracting Authority Enterprise Infrastructure and associated services – this is **not in scope**, but the appointed service provider will be expected to work with this supplier on occasion (via the relevant Contracting Authority ICT team).

The Contracting Authority also has a supplier for Information Security and Cybersecurity Services; Information Security and Cybersecurity Advice; and associated services – this is **not in scope**, but the appointed service provider will be expected to work with this supplier on occasion (via the Contracting Authority Cyber Security team).

The Contracting Authority has a number of other ICT suppliers currently supporting applications running on / accessed via the Microsoft services. The successful supplier is not expected to be working closely with these suppliers – any contact will be via the relevant Contracting Authority ICT team.

Note: There are no Transfer of Undertakings (Protection of Employment) Regulations (TUPE) requirements in scope.

3.1.5 Contracting Authority current Microsoft estate

The current Microsoft estate includes on-premise, hybrid and cloud solutions across multiple tenants, supporting Contracting Authority Business Programme areas.

The estate is split into 5 categories for operational and commercial purposes:

- Pobal (Internal)
- Early Years Programme (EYP)
- Pobal Services
- Sports Capital Programme
- Special Advocate Programme

More detailed information available on request. Due to the sensitive nature of this information, interested parties must request this information via eTenders.

3.2 Scope of Requirement for the Initial Contract and Requirements under the Framework Agreement

The services in scope are:

- Service Monitoring
- Service Maintenance
- Service Support and Service Requests
- Resource based services
- Technical services
- Governance and Quality Assurance

3.2.1 Service Monitoring

Monitoring of the Contracting Authority in scope Microsoft Production environment – on premise; hybrid and cloud / SaaS – 24 / 7.

The level of support will vary, depending on the criticality of the business service – see Appendix 4.

Monitoring of the Contracting Authority Microsoft non-Production environment is not in scope.

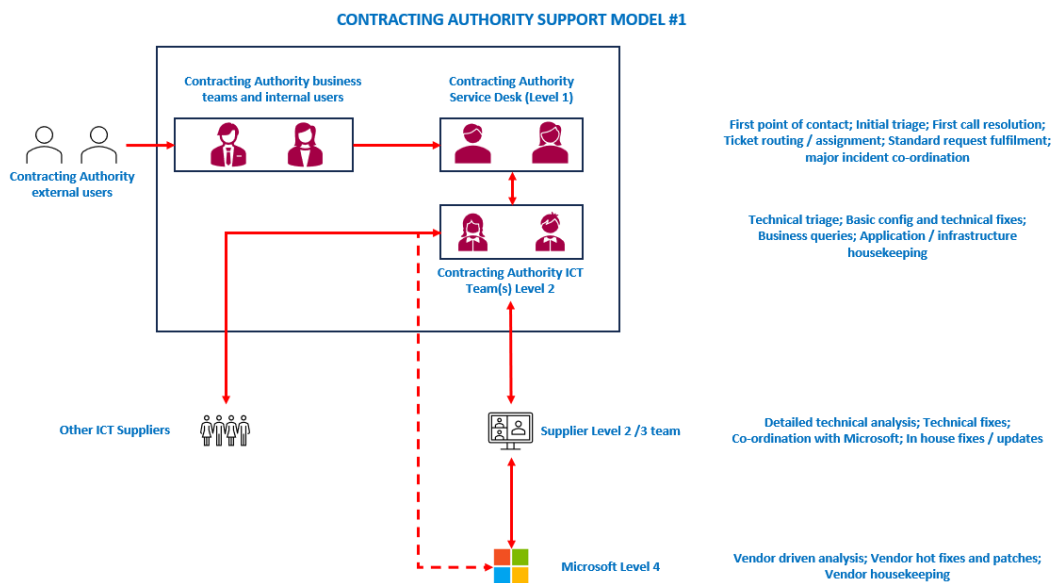
3.2.2 Service Maintenance

The appointed service provider will be required to manage and execute regular patching activities across the Contracting Authority Microsoft on premise Production and non-Production environment. This includes applying security updates, firmware upgrades, and vendor-recommended patches to ensure systems remain secure, stable, and compliant with organisational policies and industry standards. Patching must be carried out in a controlled manner, with appropriate testing, change management, and rollback procedures in place to minimise disruption. The appointed service provider will also be expected to provide reporting on patch status and compliance, and to proactively identify vulnerabilities as part of ongoing operational support and report these to the Contracting Authority.

Maintenance of all of the Contracting Authority cloud based / SaaS Microsoft environments are provided by other suppliers and is out of scope.

3.2.3 Service Support and Service Requests

Here is a representation of the support and service request model, including the role the appointed service provider will play within it:



3.2.3.1 Service Support

The majority of Production services will require standard support hours of 09:00 to 17:30 (Irish Standard Time) Monday to Friday (Irish business days), with occasional out of hours support required.

Any support for non-Production environments will be the standard support hours of 09:00 to 17:30 (Irish Standard Time) Monday to Friday (Irish business days).

There are a set of critical Production services that will require 24 / 7 support – again, these are included in the Technical overview – see Section 3.1.5.

Tenderers can assume that there are 20 to 30 P2 / P3 incidents per month and there is 1 P1 incidents per month (in the Production environments).

Note: Tenderers will be asked to price optional support offerings for Production support in their tender response (these costs will not be included in the evaluation – purely for informational / indicative purposes).

3.2.3.2 Service Requests

The Contracting Authority may request changes or amendments to the Production and non-Production Microsoft services e.g. set up a new conditional access policy on Entra ID; configuration of a new MS Power Platform non-Production environment.

Standard service request hours are 09:00 to 17:30 (Irish Standard Time) Monday to Friday (Irish business days), with occasional out of hours support required.

Tenderers can assume that there are 20 to 30 P2 / P3 Service Requests per month (in the Production environments).

Tenderers can also assume that there are no P1 Service Requests.

The SLA for support incident and service requests is in Appendix A at the end of this document.

3.2.3.3 Hosting

While the Contracting Authority does not require any services to be hosted, confirmation is required that the storage and processing of, including access to, the personal data of Contracting Authority staff and Contracting Authority client data will be **carried out in the EEA** by the appointed service provider. This is a mandatory requirement.

3.2.4 Resource based services

The Contracting Authority may require resource-based services from time to time.

Note: While the majority of any resource-based services can be delivered remotely, the Contracting Authority may request some resource-based services to be delivered in person, on site in the Contracting Authority offices.

3.2.4.1 Advice and Expertise

The Contracting Authority requires access to advice and subject matter expertise. The Service Provider must:

- Keep the Contracting Authority updated with the roadmap, latest features, and capabilities in Microsoft ecosystems.
- Provide advice on new tools, services, and configurations to enhance and optimise the Production environment.
- Provide advice on new tools, services, and configurations to enhance and optimise the non-Production environments.
- Provide advice and expertise on Production and non-Production system restores
- Advise on features/capabilities being paid for but not currently in use.
- Provide advice and expertise on Microsoft 365 environments (including Security and Compliance)

3.2.4.2 Implementing Projects with Key Specialist Personnel

The Contracting Authority may request the Service Provider to plan, deploy, and implement new solutions, innovations, and developments within the Microsoft ecosystem, including upgrades, new features, applications, and enhancements. These projects will be done in collaboration with the Contracting Authority ICT and the tenderer's senior specialist personnel. Documentation and training of the new solution will be required.

3.2.4.3 Knowledge, Training and Documentation

The Contracting Authority aims to maintain a level of expertise within its team and will require team members to be upskilled. This includes:

- Provision of documented procedures and processes for the Contracting Authority support team.
- Knowledge transfers to the Contracting Authority team members and formal training available under the contract.
- Advice on additional training/certification for effective management and administration of the Contracting Authority Microsoft estate.
- Development of a training plan for the Contracting Authority ICT staff for example on implementation of new projects and training following.
- Ensuring up-to-date environment documentation is maintained.

3.2.5 Governance and Quality Assurance

3.2.5.1 Periodic System Review and Health check

To maintain a stable and future proofed Microsoft services, the tenderer will be required to perform a periodic review and health check on Production and non-Production Microsoft services once a year at minimum.

A detailed report must be presented to the Contracting Authority for review.

This report should include items such as present configuration, resilience and redundancy, system upgrade, software upgrade recommendations and any other information that will help to further secure, increase resilience or enhance performance of the infrastructure.

3.2.5.2 Meetings

Throughout the Contract, regular and ad hoc meetings between the Service Partner and the Contracting Authority will be arranged in order to analyse the quality of the services provided, discuss major problems, improve quality, and assess needs for changes.

The Service Partner will be requested to arrange and minute the following meetings:

Meeting	Main element to discuss	Minimum frequency
Relationship Meetings	Current situation Review of service Roadmap Finances Audit / compliance Current actions/challenges etc Health Check Report review. Quality issues Escalation etc.	Quarterly
Service support meeting	Status of the support Actions assigned Priorities Issues analysis Monthly reporting on tenancy issues and changes. Reporting on service metrics, escalations, recommendations, maturity score, and plans to implement. Configuration report with baseline documentation for any configurations undertaken.	Monthly
Operational meeting	Technical issues Requests Priorities etc.	Weekly

Ad hoc meetings may also be organised whenever deemed necessary by the Service Partner or the Contracting Authority. The Service Partner shall be able to attend such meetings within a maximum delay of two (2) calendar weeks from the day of the request.

The Service Partner shall organise the above-indicated meetings, propose the draft agenda and any related documents and produce the meeting reports.

3.2.5.3 Continual improvement

The tenderer is expected to propose innovative and forward-thinking solutions that leverage automation to streamline, simplify, and secure business processes. Proposals should demonstrate how emerging technologies can be applied to reduce manual intervention, enhance operational efficiency, and strengthen security. The solutions must be scalable, adaptable to future needs, and aligned with best practices in digital transformation. Emphasis should be placed on delivering measurable improvements in performance, user experience, and risk mitigation.

3.2.5.4 Performance Optimisation:

- Regular assessments and recommendations to improve tenancy configuration and user experience.
- Implementation of recommendations and ensuring configuration aligns with industry best practices.
- Regular reviews for cost-effective use of Microsoft licences and resources.

3.2.5.5 Reporting and insights

- Quality Assessment: Measurement Tool for measuring Microsoft performance.
- Report benchmarking to industry standards
- Out-of-the-box reports

3.2.5.6 Quality Assurance

Tenderers should outline their process for offering a service underpinned by a quality driven approach. Tenderers should outline the quality assurance protocols employed in the design and delivery of the services elements of the contract and whether these include in-house systems developed and/or third-party certifications including for example:

- ISO9001 certification (or equivalent)

Tenderers should provide detail of whether their services fall within the scope of any quality assurance programmes (in-house or 3rd party certified).

Tenderers are required to clearly demonstrate the methodology they will employ in the management and maintenance of ongoing compliance / auditing of these standards.

3.2.6 Transition / Migration plan

The Contracting Authority currently has a service provider for the services and consultancy in scope of this tender. As this is a new competition, it is anticipated that Transition / Migration would be required to ensure continuity of service, based on a new service provider being identified. The Transition / Migration approach and plan should be outlined in the Tender Response Document (TRD). Transition / Migration costs (if any) should be included in the Pricing Schedule.

The Transition / Migration approach should be accompanied by a detailed implementation plan and service transition plan (including data migration and relevant documentation) in the Tender Response Document (TRD).

Tenderers should detail how they will stabilise the services quickly and the key activities to be undertaken to ensure the disruption to the Contracting Authority's business, and its customers, is minimised as much as possible. Tenderers should outline the expected duration of the transition period and the anticipated risks and mitigation steps and the expectations / dependencies of the Contracting Authority throughout e.g. access to resources; technology; comms

Should the current service provider be tendering, they should outline any updates to existing services / approach and how they will approach Transition / Migration to the updated services / approach to ensure continuity of service.

3.2.7 Service Level Agreement

Tenderers are required to provide a proposed Draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address execution and performance monitoring of the service provision (for the Production environments).

The proposed SLA must address the requirements included under Section 3 above and should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management (Mobilisation/Transition and on-going operations)
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting.
- Service Credits for non-performance of agreed service levels
- Initiatives for managing costs
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer at mobilisation.

3.3 Personnel

Tenderers should provide a detailed organisation chart showing the team distribution and management accountability for the project. Tenderers must confirm the process for ensuring the availability of resources for the proposed team and outline how the required resources will be guaranteed for the term of the contract. Tenderers should outline their risk mitigation strategies to ensure availability of appropriate resources and their processes for changing/replacing key personnel.

Please provide CVs for the role / personnel proposed for the following project roles:

- Project Manager
- Service Delivery Manager
- Active Directory/Entra Specialist
- M365 Solution/Applications Specialist
- M365/ Entra Security & Governance Specialist
- MS SharePoint Specialists
- MS Power Platform / Automation Specialist
- MS Azure Specialist

Daily rates for these roles must be included in the Pricing Schedule.

3.3.1 Service Delivery Management

Tenderers are required to nominate a Service Delivery Manager to act as a central point of contact for any service / project related activities. The Service Delivery Manager duties include:

- Overall responsibility for the delivery of the service and SLAs
- Provide regular reports on performance as agreed with the Contracting Authority
- Implementing and co-ordinating appropriate reporting mechanisms and quality assurance procedures that meet the requirements of Contracting Authority
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings
- Proactively discuss ways of improving the overall service with the Contracting Authority.

Tenderers should provide a sample Service Level Agreement with KPIs for tracking and monitoring key elements of the service.

3.3.2 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework operator. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated the Contracting Authority reserves the right to revert to the tenderer who finished in second place in this competition within the tender validity period.

NOTE: Tenderers should note that contract management activities will be non-billable.

3.4 Pricing and upgrades

The total tender price should include initial two (2) year Contract for Services (Year 1 and Year 2).

3.4.1 Service Management costs

Calculate the costs for Service Management across the 5 business areas:

- Service Monitoring
- Service Maintenance
- Service Support

Any subsequent changes/adjustments would be by mutual agreement and should not exceed the prevailing Consumer Price Index or similar indicator.

Note: Tenderers will be asked to price optional support offerings in their tender response (these costs will not be included in the evaluation – purely for informational / indicative purposes).

3.4.2 Transition / Migration plan

Calculate the costs (if any) for the transition / migration of services.

3.4.3 Daily rates

There may be a need for the Contracting Authority to avail of support and consultancy for future project work and expansion. The appointed service provider resources must be experienced in design as well as system lifecycle management.

Pricing for support drawdown days must be included as per the below:

- Daily Rates per normal working day (7.5 hours)
- Daily Out of Hours rate
- Daily rates for different roles within the tenderer organisation should be included in the Pricing Schedule.

These daily rates should be quoted for Year 1 and Year 2 and charges should not exceed these rates.

Any subsequent changes in Years 3 and 4 would be by mutual agreement and should not exceed the prevailing Consumer Price Index or similar indicator.

3.5 Details of Contracts arising over the life of the Framework Agreement

The Framework Agreement could be used for the following types of contracts.

- Maintenance support for outside regular maintenance
- Ad-hoc onsite / remote dedicated support for individual projects
- Changes to Contracting Authority business agenda e.g. take on of new services (that requires additional Microsoft services)
- Migration to new Data Centres / tenancies
- Future enhancements e.g. use of Gen AI

3.6 Other information

For the purposes of this tender, a number of Appendices have been included in this document and a number of documents have been provided with this Document, they comprise:

Reference	Details
Within This Document – Appendix A	SLA for Support incidents

External Documents	Details
Appendix 1	Sample Framework Agreement
Appendix 2	Tender Response Document (TRD)
Appendix 3	Pricing Schedule
Appendix 4	Technical Overview (must be requested via eTenders)

4 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this Framework Agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014 / 24 / EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

Tenderers are reminded that they may rely on the resources of other entities in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a Tenderer may consist of a grouping of any number of economic operators¹ where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Tenderer") who will carry overall responsibility for the performance of the contract only, if successful irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) **will not** be accepted or responded to.

All Lead Tenderers relying on the capacity of other entities must:

- a. Identify in Section A1 of the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.
- b. Identify in Section A1 of the TRD the relevant 3rd parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and / or entities, including any temporary association of undertakings, which offers the execution of works and / or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014 / 24 / EU).

- c. Ensure Section A1 of the TRD including all subsections are completed and submitted for all relevant 3rd parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
- d. In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in section A8 of the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. 3 reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to their relevant experience.

Where the Tenderer consists of a grouping of economic operators and the Tenderer is subsequently successful at tender stage the Contracting Authority may require the members of the Tenderer to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the Tenderers members' performance, etc. of the contract.

4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass / fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information

Provide contact and general information on the tendering organisation – company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Financial and Economic Standing

Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.	
Financial Capacity	(a) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. (b) Confirmation that the tendering party turnover exceeded €1 million during each of the last three years or pro-rata if more recently established firms are tendering. Evidence of both statements will be required prior to the award of any contract.	
Insurance	The successful Tenderer shall be required to hold for the term of the Contract the insurances in the below table: In the tenders response form the Tenderers confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract, hold the types and levels of insurance as specified at table below the territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of the Contract, be required to: a) immediately advise the Contracting Authority of any material change to its insured status. b) produce proof of current premiums paid upon request. c) produce valid certificates of insurance upon request.	
Insurance Type		Required Level
Employer's Liability		€13 million
Public Liability		€6.5 million
Product Liability		€6.5 million
Professional Indemnity		€1.5 million
Cyber Insurance		€2 million
Declaration		
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014 / 24 / EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.		

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Complete the Article 5K Declaration regarding the EU regulation 2022 / 576 on restrictive measures in the Context of Russian Actions in the Ukraine.

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass / fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.4 Technical Capacity Requirements

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below

Technical Personnel			
Skillset Required	Min Number	Min Qualification	Work Experience/Knowledge
Project Manager	2	10 + Years of relevant experience	
Service Delivery Manager	2	10 + Years of relevant experience ITIL Certification Microsoft certification	
Active Directory/Entra Specialist	4	10 + Years of relevant technical experience	
M365 Solution/Applications Specialist	4	10 + Years of relevant technical experience	
M365/ Entra Security & Governance Specialist	2	7 + Years of relevant experience	
MS SharePoint Specialists	2	7 + Years of relevant experience	
MS Power Platform/Automation Specialist	2	7 + Years of relevant experience	
MS Azure Specialist	2	7 + Years of relevant experience	

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experience / projects over the last 5 years, involving the features as defined in the TRD. Manage Service- Maintaining Support and monitoring of similar environments e.g.

- AD/Entra/M365 hybrid environment
- SharePoint
- Power App

Continuous improvement projects e.g.

- Upgrade/Migration of Active directory and related services to newer versions
- SharePoint/Power Platform Solutions
- Entra ID, B2B or B2C
- Microsoft Endpoint (Intune) management
- Microsoft Defender

The reference projects must be clients independent and distinctly unconnected with the tenderer.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD.

Quality Assurance

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified such as the following or equivalent.

ISO9001 – Quality Management System,

In addition, the tenderer must hold be all of the following:

- Microsoft Gold Partner
- Microsoft Cloud Solution Partner (CSP) i.e. Infrastructure, Data and AI, Digital & App Innovation, Security, Modern Work and Business Applications

Data Processing

Tenderers must declare that data will be processed within the European Economic Area (EEA).

5 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The Framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion B1	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n / a
Title	Cost		
Description	Tenderers must complete the Pricing Schedule Appendix 2 Price Schedule and sign the Form of Tender. Costs will be fixed for the period of the initial contract, where the Service Provider has direct control over such costs. Given the nature of the requirements, the Contracting Authority invites tenderers to present the most appropriate cost model, which it believes will support the short- and long-term interests of the relationship.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2000	1000
Title	Delivery of Service		
Description	Tenderers must clearly describe in their Tender Response Document the proposed methodology for transitioning to and delivering the services that are referred to in Section 3 of the RFT. Tenderers must demonstrate a clear understanding of the requirements and present a fit for purpose service delivery methodology that ensures the delivery of a high quality, client-focused, timely and cost-effective service delivery. The response should include a detailed implementation / transition plan and approach (where applicable). This plan and approach need to clearly outline the dependencies on the Contracting Authority and the Contracting Authority's resources.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Title	Contract management approach		
Description	Tenderers must clearly describe how they will manage the services and are referred to Section 3 of the RFT for tender submission requirements. Tenderers must also submit a proposed sample Service Level Agreement (based on Appendix 4 – Tech overview) with specific KPIs that they consider relevant to the requirements outlined. Tenderers should also outline how they propose to proactively discuss with the Contracting Authority ways of improving efficiency regarding		

	service delivery in general and providing suggestions for improvement and cost effectiveness;		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	30%	3000	1500
Title	Quality, expertise and structure of the team proposed		
Description	Tenderers must clearly set out details of their proposed team and are referred to Section 3 of the RFT for tender submission requirements. Please attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, if applicable. Tenderers shall submit a chart showing the structure of the team that is proposed to deliver the services outlined under Section 3. Tenderers are required to complete a CV for each proposed team member for the following roles in the Tender Response Document: - Project Manager - Service Delivery Manager - Active Directory/Entra Specialist - M365 Solution/Applications Specialist - M365/ Entra Security & Governance Specialist - MS SharePoint Specialists - MS Power Platform / Automation Specialist - MS Azure Specialist The CVs should include the qualifications, certifications, professional memberships, and length of professional experience that the resources possess. Please include any other additional information you consider relevant to demonstrate the capability of your organisation to provide skilled resources and expertise to deliver the required services. For example: - Your organisation's ability to scale your resources to meet the demands of different projects or client engagements. This can include your capacity to quickly ramp up or down the team size, from within existing resources, allocate additional resources when needed, or provide flexibility in resource allocation. - Your organisation's approach to training and professional development for your resources. This could include information on your commitment to staying updated with the latest technologies, participation in relevant training programmes or conferences, and any internal initiatives for continuous skill enhancement.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	5%	500	n / a

Title	Added Value / Innovation		
Description	With reference to the requirements outlined in Section 3 of the RFT, Tenderers are required to outline their proposals for: - Value-add services at no additional cost for the Contracting Authority - Driving innovation over the duration of the framework agreement - Do you have any other relevant relationships e.g. Microsoft Expert Managed Services Provider (MSP) i.e. M365, Azure		
Criterion F	Weighting	Maximum Marks	Minimum Marks
	5%	500	n / a
Title	Environmental, Social and Governance (ESG)		
Description	Tenderers must outline their measures for integrating environmental and social considerations into the service. Any measure proposed must be concrete, pertinent to the subject matter, and verifiable. They may relate but are not limited to: - Promoting accessibility - Ethical use of technology and data For each measure, please outline roles and responsibilities and provide a methodology for monitoring and reporting the implementation to the Contracting Authority. Marks will be awarded based on the scope, level of detail and verifiability of the measures. Any measure accepted by the Contracting Authority will form part of the terms and conditions of the contract with the successful tenderer. Note: the response should not be based on your corporate policies, but the approach you propose specific to the contract.		
NOTE: Each qualitative criterion will be evaluated on the assessment of the totality of your submission under each criterion and no sub-criteria will be used.			

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the Framework award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
0 – 49%	Unacceptable	A response which is either missing a specific response or lacks credibility and / or causes major concerns. Such a response may result in the entire tender being deemed inadmissible and ineligible for further consideration.

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

Award of contract / membership of the Framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this Framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the Framework and award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date / time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic postbox, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

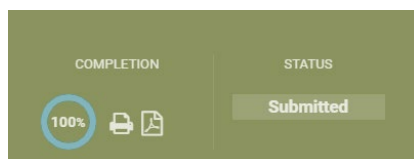
6.2.1 Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop-down menu
- (e) Complete the "Association with the CfT" tab.
- (f) This will then provide you with a link to "Tender" under the Show CfT Menu

6.2.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, and an email directly to the inbox of the person who uploaded the tender, **you have not submitted your response** in accordance with the formal requirements of the competition.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a ZIP FILE to protect the integrity of the file names

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.3 Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of 12 months is required, this period commencing on the closing date by which the tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

If any tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender / agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes

(but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework / Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent."

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and / or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work / product.

6.24 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

The Contracting Authority operates in accordance with Directive 2011 / 7 / EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016 / 679 ("General Data Protection

Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this Request for Tender.

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.

7 Appendix A – SLA for Support Incidents and Requests:

Priority Level	Example	Action and Service Level required (SLA)
Priority 1 (Highest Priority)	Business outage (Whole site or significant business operation is impacted)	- A response is required within 1 hours after receiving a support request - A resolution is required within 4 hours after receiving a support request
Priority 2	Business processes running but with slower than usual performance	- A response is required within 4 hours after the initial call is raised. - A resolution is required within one working day after receiving a support request
Priority 3	Intermittent issue (low impact)	- A response is required within one working day after the initial call is raised - A resolution is required within three working days after receiving a support request

Service	Example	SLA
Remote Support	In the event of an incident, remote incident support is required within 3 hours.	3 hours
Remote Diagnostics	Once an incident is detected, the incident response team must be available and ready to perform remote diagnostics to determine the cause of the incident, the scope of the incident and the path to remediation.	24 hours