

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	ATU Single Operator Framework Agreement for a Digital Marketing Collateral Software Platform (SaaS Platform)
Contracting Authority:	Atlantic Technological University
Procedure:	Open
eTenders:	CFT ID 7437263
Issue Date:	1 st February 2026
Closing Date for Queries:	23 rd February 2026 14:00 Hours Local Time
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Submissions and Queries via:	eTenders only

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Framework Agreement, Data Processing Agreement, Draft Contract Terms and Conditions, and
Confidentiality Agreement

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 as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

1 About the Contracting Authority

1.1 The Contracting Authority

Atlantic Technological University (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Further information is available at our corporate website www.atu.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, manpower, 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 proposes to engage in a competitive process 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 agreement for the provision of an Digital Marketing Collateral Software platform ("DMCS") (SaaS Platform) 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 Scope of the Framework

Provision of a comprehensive, high quality, flexible, innovative and responsive cloud-based Digital Marketing Collateral Software platform ("DMCS").

The DMCS is a strategic initiative with the primary goal of enhancing ATU's international student recruitment digital marketing collateral offering via, easy to produce, customisable, digital brochures for ATU agents and prospective students, tailored to different international regions, countries or cities where ATU recruits international students.

The DCMS will enhance lead generation and improve lead generation to application ratios, by bringing the ATU brand to life with high quality, interactive and accessible digital content which comprehensively addresses the complex informational needs of the prospective international student applicant.

Please refer to section 3 for further information and detailed specification of requirements.

Additional / Call-Off Contracts under the Framework

Future upgrades, maintenance, client support and ICT Consultation, services for the ATU Digital Marketing Collateral Software Platform.

- Software licences as needed.
- Cloud service / hosting.
- Annual servicing and maintenance fees.
- Annual training and/or educational workshops for ATU users across all ATU campuses.
- Annual warranty agreements.
- Technical support and updating of system if required.
- Software patches and configuration.

Other related items within the Digital Marketing Collateral Software Platform category may be required over the lifetime of the framework, based on industry trends or new industry developments, though specifics are not yet known.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page

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 framework agreement will be for a period of three [3] years initially, with the option to extend by 3 years, x one (1) year extensions on each occasion, subject to satisfactory annual review of performance. The maximum duration of the framework will be six years.

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.

The extended duration is justified on the grounds of the considerable disruption that a change within a shorter period would entail, including technical disruptions from supplier changes, interruptions to multi-year academic cycles for students, breaks in GDPR data handling continuity, and delays in iterative updates.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €120,000.00 - €150,000.00 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.

2.7 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.

2.8 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(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

2.9 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.

2.10 Award to Runner Up

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer from this competitive process; the Contracting Authority reserves the right to award the initial contract to the tenderer with the next highest score based on the original competition, at any time during the tender validity period.

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 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition for an initial contract for supply, installation, configuration, and operation of a fully managed cloud-based digital marketing collateral platform and associated services.

The platform will be used to support the creation, management, distribution, tracking, and reporting of digital marketing and student recruitment collateral.

3.1.1 Managed Cloud-based SaaS Solution

The solution must operate entirely as a fully managed Software-as-a-Service (SaaS) platform and must comply with all applicable EU and Irish legal, accessibility, data protection, and online privacy obligations.

The proposed solution must be provided as a fully managed cloud-based service and shall include, as a minimum:

- Platform hosting;
- System configuration and initial setup;
- Patch management and security updates;
- Feature enhancements and version upgrades;
- Performance monitoring;
- Backup, resilience, and disaster recovery.

3.1.2 Authentication and Access Management

The platform must be compatible with Microsoft Azure Active Directory (Azure AD / Microsoft Entra ID) Single Sign-On (SSO), supporting secure federated authentication for authorised University users in accordance with institutional identity and access management policies.

3.1.3 Initial Contract Award

Following the formal establishment of the Framework Agreement, the initial contract for the supply and operation of the platform will be awarded to the successful tenderer.

3.1.4 Functional Scope

The platform shall support the creation, management, distribution, and performance measurement of the University's digital recruitment and marketing collateral in a manner that is

secure, scalable, sustainable, and fully compliant with applicable EU and Irish online and digital legislation.

The solution must enable the production of interactive, customisable, and fully accessible digital marketing collateral, compliant with WCAG 2.1 AA or higher, and capable of being deployed at scale across domestic and international student recruitment activities.

3.1.5 Strategic Objectives

The solution should support the University's strategic objectives by:

- Reducing environmental impact through the replacement of printed brochures and physical distribution with digital-only marketing collateral, in support of institutional climate action and sustainability commitments;
- Optimising student recruitment effectiveness by enabling targeted, digital-first collateral aligned to specific audiences, markets, programmes, and recruitment campaigns; and
- Providing integrated analytics and reporting capabilities to track prospective student engagement, measure performance against defined recruitment Key Performance Indicators (KPIs), and support evidence-based optimisation of recruitment budget utilisation.

3.1.6 Analytics, Data Protection, and Online Privacy

The platform must include built-in data analytics and tracking functionality that operates in full compliance with EU and Irish data protection and online privacy legislation, including:

- The General Data Protection Regulation (GDPR);
- The Data Protection Act 2018; and
- Applicable ePrivacy requirements.

This includes lawful processing, transparency, consent management where required, data minimisation, appropriate security controls, and auditability suitable for a university context.

3.1.7 Agent Training and Governance

The platform must also support the University's international recruitment governance and agent oversight requirements, including the creation and management of a customisable and interactive digital agent training handbook.

The solution must enable the University to monitor and report on agent engagement and training completion rates, in line with TrustEd Ireland agent training requirements, internal University policy, and audit and assurance obligations.

3.2 Purpose of the Digital Marketing Collateral Platform

The DMCS is a strategic initiative with the primary goal of enhancing ATU's international student recruitment digital marketing collateral offering via, easy to produce, customisable, digital brochures for ATU agents and prospective students, tailored to different international regions, countries or cities where ATU recruits international students.

The DCMS will enhance lead generation and improve lead generation to application ratios, by bringing the ATU brand to life with high quality, interactive and accessible digital content which comprehensively addresses the complex informational needs of the prospective international student applicant.

The DCMS will also boost ATU's international student recruitment productivity, with a mandatory dashboard feature, making it easy for the ATU Global team to a) create and manage content; b) monitor the design status of projects; c) set deadlines for project design deadlines; d) track the effectiveness of ATU's international student marketing / recruitment activities via a mandatory analytics feature, detailing prospective international student engagement with ATU's digital brochures; e) enhance ATU's sustainability footprint through a reduced dependence on printed marketing collateral.

The DCMS will be a minimal staff effort application, leveraging existing brand assets and guidelines and the unique experiences and insights of our existing international student ambassadors, providing comprehensive and interactive brochures, flyers and / or guidebooks that will address the information needs of ATU agents and prospective students and support prospective international students as they navigate their application journey with ATU.

The DCMS will drive positive outcomes ATU, by delivering on the following primary business objectives:

- Enhanced International Student Support
- Increased International Student Engagement
- Scalability and Sustainability
- TrustEd Ireland International Education Mark Compliance

3.3 Initial Project Requirements

Initial Contract for Supply, Installation, Implementation, Setup, Training and Ongoing Maintenance

This initial contract shall cover the supply, installation, implementation, initial setup and user training, together with ongoing maintenance, of a fully managed, cloud-based Digital Marketing Content Platform incorporating Single Sign-On (SSO) using Microsoft Entra ID.

The solution shall be procured as a Software-as-a-Service (SaaS) under a single-party framework agreement, with all updates, enhancements and new features included within the contract pricing.

The indicative project timeline is as follows (dates to be confirmed with the successful tenderer):

- Development: 30 March 2026 – 10 April 2026
- Testing: 13th – 24th April 2026
- Training: 27th April – 1st May 2026
- Go-Live: 4th May 2026

Contract Coverage

- Provision of all required software licences.
- Cloud hosting, infrastructure and managed services.
- Annual servicing, maintenance and platform support.
- Initial training delivery plus annual refresher workshops for users across all CA campuses.
- Annual warranty and service level agreements (SLAs).
- Comprehensive technical support with defined response times.
- Software patches, configuration updates and performance optimisations.

3.4 Functional/Technical Requirements

Key = Mandatory Requirements = M This specification describes the minimum technical and functional requirements, along with the minimum acceptable performance standards. The proposed solution must fully comply with following requirements. Tenderers who do not meet the minimum requirements will be eliminated from the competition.

3.4.1 Cloud-Based Access: (M)

The App software must be cloud-based, enabling access from any ATU campus location to ensure seamless collaboration and accessibility for authorised users.

- The solution must allow for single sign on integration.
- The solution must be a fully managed cloud-based solution that complies with GDPR regulations and is compatible with Azure AD/Microsoft Entra (Active Directory) SSO (Single Sign On).
- The applicant must describe its security governance framework that coordinates and directs their overall approach to the management of the service and information within it, regarding the handling and safeguarding of personal information, storage, backup and encryption.
- All data processing, storage, and hosting must occur exclusively within EU/EEA data centres (self-hosted or via approved third-party providers). Maintenance and access services provided by third-party partners must also be based within the EU/EEA.
- GDPR compliance: a) confirm the proposed solution will allow for ATU data to be exported in a common format and completely erased (if required) from the cloud or exported to a

system of ATU's choosing; b) tenderers are asked to confirm that any personal data collected as part of this contract will be processed in the EU/EEA or in a third country with which the European Commission has an adequacy agreement.

- Applicants must declare that data will be hosted and processed within the European Economic Area (EEA). Also, they must declare that data will be hosted in a data centre which will be ISO27001 accredited (or equivalent certification) with robust security measures and infrastructure complying with industry standards. Applicants must also demonstrate capability to access two data centres within the EEA. Please provide details of two different hosting locations.
- Applicants must be willing to agree to undertake a Data Protection Impact Assessment (DIPA services, for the design, development, and hosting of the Student Community Engagement App.
- Compliant with necessary Data Processing/Sharing Agreements which must be prepared, in line with the requirements of the ATU Data Protection Office.
- Data is to be retained for the duration of the active subscription or up to a 2-year period, whichever comes first. If ATU end the subscription, the supplier is obliged to delete personal data no longer than three (3) months after the subscription period ends.

3.4.2 User Access Control: (M)

The proposed DCMS software solution must support role-based access control (RBAC) with secure authentication, ensuring that system functions are restricted to authorised users based on predefined roles.

3.4.3 Data Security: (M)

The proposed DCMS software solution must adhere to the highest standards of data security. Tenderers will be required to provide a detailed system architecture diagram that includes user access controls, frontend hosting, data storage locations, security monitoring, and encryption methods (both in transit and at rest). The solution must implement robust processes and technologies to guarantee strict isolation of data between international student applicants, preventing any unauthorized access or data leakage. All data must be encrypted in transit and at rest.

3.4.4 Data Migration: (M)

The proposed DCMS software solution must provide the capability to export all data from the system in a complete, structured, and usable format agreed by ATU (e.g., CSV or equivalent) at any time, including upon contract termination. Ensuring that ATU maintains full ownership, control, and accessibility of its data, facilitating smooth migration to alternative systems without data loss or integrity issues.

3.4.5 Concurrent User Requirements: (M)

The proposed software solution must support a high number of concurrent users to ensure smooth and uninterrupted access during peak periods.

3.4.6 DCMS Core Functionality: (M)

The proposed DCMS software solution must contain the following core functionality features:

- Full ATU Branding: ATU branding / logos must be applied to the framework for all interactive brochures and guides.
- Compliance & Accessibility: Web Accessibility – must be WCAG 2.1 compliant with a minimum standard AA web rating with options for AA+ or AAA capability. Platform Compliance – must feature a ‘smart portable element framework’ where updating a single page will automatically propagate or result in changes across the entire library of interactive brochures and guides.
- Architecture & Delivery: Hosting & Deployment – must be a cloud-based platform (see above) where each digital publication is hosted on its own unique URL. Device Optimisation – must be fully responsive to and optimised for both desktop and mobile (mobile-first design). Multilingual Support: must also include in-browser translation capabilities and multilingual support for ATU priority markets.
- Analytics & Integration: Data Engine – must utilise data analytics tools (e.g. Google Analytics) to provide real-time dashboards for tracking recruitment and international student engagement KPI’s. Customisation – must support interactive, layered content including video, virtual tours, custom photography and international student testimonials. Systems Integration – must be designed to integrate with existing ATU systems to provide intuitive interfaces for ATU Global marketing and recruitment teams.
- Content Structure: Portable Elements – must use a framework for concise, targeted guides and interactive brochures that will replace traditional PDF documents and presentation slide decks. Personalisation – must enable ATU to tailor its messaging and content structure based on a prospective international students’ region, programme area of interest, preferred ATU campus location or agent relationship. Configuration – a) available programme lists; b) available campus locations.

3.4.7 Other Service Requirements (M)

The DCMS platform must deliver the following additional service:

- Dedicated Relationship Manager: provide a dedicated relationship and / or account manager, specific to ATU.

3.4.8 Scalability Service Requirements (M)

The proposed solution MUST be designed for high scalability and must deliver consistent and reliable performance during peak usage periods and remain flexible to adapt to ATU’s evolving requirements. A cloud-based infrastructure and modular architecture are essential to enable seamless scaling and ensure continued efficiency without service disruption. It is anticipated that there will be approximately 20 users in total, with roles defined according to system responsibilities (e.g., requesting, approving, or managing digital marketing content).

3.4.9 Training and Support (M)

The successful tenderer MUST provide comprehensive training (virtual) provide comprehensive training for all user groups covering system functionality, data protection, compliance obligations (such as GDPR), and best practices for secure and effective use of the software. ATU anticipates that maximum between 10-15 users will require training initially across all ATU sites. Training MUST be provided online with a tutor. The use of generic training videos, in isolation, will not be accepted. Training must be tailored to different user roles and responsibilities, with the ability to customise content to reflect university policies and procedures. Training materials must be updated promptly to reflect changes in legislation, university policy, or system functionality, and made available in PDF format to download or print if required.

3.4.10 Customisation (M)

The online interface MUST allow for customisation to incorporate ATU branding and colour schemes, ensuring consistency with the university's visual identity. <https://www.atu.ie/brand-guidelines/>

3.4.11 User-Friendly Interface (M)

The interface MUST be user-friendly, featuring intuitive navigation, media-rich content, and flexible features to enhance user experience and engagement. The Solution must be an easy-to-use platform, that does not require significant technical support to edit or add new sections or pages to interactive brochures and guides.

3.4.12 Cookie Policy and GDPR Compliance (M)

The platform MUST include a clear cookie policy and adhere to GDPR (General Data Protection Regulation) compliance standards, ensuring the protection of user data and privacy.

3.4.13 Hosting and Patching Schedules (M):

Hosting Costs: The proposal must include all costs related to hosting of the platform (storage/bandwidth) for software as a service.

Patching Schedules: Maintenance schedules for major upgrades/releases must be agreed/scheduled with ATU in advance.

3.4.14 Accessibility Features (M):

The platform must adhere to the principles of Universal Design by working seamlessly with existing assistive learning technologies, at user device or operating system level, which apply accessibility features catering to the diverse abilities and accessibility requirements of users.

3.4.15 Compliance with Irish and EU Legislation (M):

The proposed solution MUST comply with:

- EU Artificial Intelligence Act (AI Act) (where applicable)

- Irish Data Protection Act 2018
- General Data Protection Regulation (GDPR) (EU 2016/679)
- e-Privacy Directive (2002/58/EC, as amended)
- EU Web Accessibility Directive (Directive 2016/2102) and Irish S.I. No. 358/2020
- European Accessibility Act (EAA) (Directive (EU) 2019/882) and Irish S.I. No. 636/2023
- EU Data Act (Regulation (EU) 2023/2854)

3.5 Details of Contracts arising over the life of the Framework Agreement. In addition to the initial contract, the framework agreement will also be used for the following types of contracts.

- upgrades, client support, additional development services for Student Community App/software
- Consultancy
- Licencing
- Servicing and maintenance fees
- Annual training and/or educational workshops
- Further Client Customisation
- Software, and upgrades over the lifetime of the framework of Student Community Engagement App Software Development and enhancements.

3.6 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. The SLA and agreed Key Performance Indicators will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework member. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

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 the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project management / tracking of individual transactions/ instructions
 - Files and information to be provided
 - Timeliness of responses to requests and correspondence
 - Contract Management - overall management of the subject contract, including cost controls

- 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
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

The draft SLA provided should also:

- provide samples of the management reports to ATU Project Team the tenderer proposes to employ for this project, indicating their proposed frequency.
- set out the methodology for communicating with ATU and other relevant stakeholders.
- detail the standard response times to requests received from ATU, including the approach to urgent queries.

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

3.7 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member and delegate as required.

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

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 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.

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 that the tendering party turnover exceeded €100,000.00 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) 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. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	
Employer's Liability	Required Level €13 million

Public Liability	€6.5 million
Product Liability	€6.5 million
Professional Indemnity	€2.5 million
Cyber Insurance	€1 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.	

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

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Account Manager 5 Years Experience	1
Maintenance Technical Support Engineer/Technician	1
Implementation/trainer	1
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experience/projects, involving the features as defined in the TRD .	
Quality Assurance Management System	
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.	
Data Protection	
Tenderers must demonstrate compliance with all General Data Protection Regulations and comply with ATU's GDPR Requirements. The Contracting Authority reserves the right to seek further information to verify compliance.	
Declaration of Bona Fides	
Tenderers must complete, sign and date this Declaration. Non-compliant applicants under any of the headings will be automatically disqualified.	

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. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	40%	4000	2000
Title	Fitness for Purpose of the Proposed Solution – Degree of Conformance and Functional Characteristics of the Proposed Solution		
Description	Tenderers must provide comprehensive details that enable the Contracting Authority to assess how their proposed Digital Marketing Collateral Software (DMCS) platform (SaaS platform) meets or exceeds the contract requirements under the framework agreement, as set out in Section 3 of the Request for Tender (RFT). 1. Conformance with Requirements Tenderers must clearly demonstrate how their proposed solution meets or exceeds the technical and functional specifications stated in Section 3 of the RFT, with specific reference to mandatory requirements including cloud-based access, RBAC, data security, GDPR compliance, WCAG 2.1 AA, Microsoft Entra ID SSO, and EU/EEA data hosting. 2. Functional Description Describe the key functionalities of the solution, explicitly mapping how it meets or exceeds all mandatory requirements, including: • Customisable digital brochure creation/management tailored to regions/countries/cities with full ATU branding. • Intuitive dashboard for content creation, project status monitoring, deadline tracking, and engagement analytics. • Interactive content support (video, virtual tours, testimonials) with multilingual capabilities and mobile-first responsive design. • Lead generation and conversion optimisation features. Highlight value-added features enhancing recruitment productivity and sustainability (reduced print collateral). 3. Processes for Compliance Outline the processes ensuring compliance with ATU's mandatory standards, including: • GDPR compliance and data protection by design (EU/EEA hosting, data export/deletion).		

	• Data retention, archiving, and deletion • Security and role-based access controls (RBAC for upto 20 users). • Disaster recovery, scalability, and business continuity with defined SLAs. 4. Required Response Details Tenderers must include at minimum: • Detailed system architecture diagram (user access, cloud hosting, data storage, security monitoring, encryption at rest/transit). • Data isolation processes between users/projects/content sets. • Upgrade procedures and service continuity arrangements. • Recovery processes (backup schedules, retention periods, testing). • Training/support plans (tailored virtual sessions for 10-15 users). 5. Demonstration Access Provide secure demonstration link/test environment enabling ATU to assess: • Usability and navigation for ATUGlobal team content creation. • Core functionalities (dashboard, brochure customisation, analytics). • Device responsiveness, accessibility (WCAG 2.1 AA), and branding integration. Evaluation Basis Submissions evaluated as a whole based on: • Efficiency/effectiveness of proposed platform for international student recruitment collateral needs. • Quality/completeness of information provided against mandatory requirements. • Breadth/depth of functionalities offered. • Usability/user experience via demonstration.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2000	1000
Title	Methodology and Approach to Delivery, Implementation, Training and Ongoing Support for Digital Marketing Collateral Software (DMCS) platform		
Description	Tenderers must provide a comprehensive and clearly structured plan to enable the Contracting Authority to evaluate their approach to delivering the Digital Marketing Collateral Software (DMCS) platform (SaaS platform) contract as described in Section 3 of the Request for Tender (RFT). The response should demonstrate understanding of SaaS provision, hosting, security requirements, project delivery, stakeholder communication, training, and ongoing support. Tenderers must address the following key elements: 1. Unique Approach and Methodology Tenderers MUST describe their distinct service delivery methodology aligned with Section 3 requirements and objectives. Highlight innovative practices and technical capabilities.		

	2. Project Communication and Stakeholder Engagement Tenderers MUST detail their communication strategy, meeting structures, channels, issue resolution/escalation procedures. 3. Reporting and Risk Management Tenderers MUST clearly outline their reporting methodology and identify implementation risks with mitigation strategies/contingency plans specific to this project. 4. Training and User Adoption Tenderers MUST describe their proposed training methodology for all user groups (10-15 initial users), ensuring understanding, adoption, and ongoing competence in platform use. 5. Project Planning, Quality and Ongoing Support Tenderers MUST provide a detailed project plan (milestones, timeline to 4 May 2026 Go-Live), quality assurance processes, and ongoing support arrangements (maintenance, SLAs, dedicated manager, scalability). Evaluation Basis Submissions evaluated as a whole based on: Tenderers MUST use the Tender Response Document (TRD) template. External links, appendices, or supplementary documents will not be reviewed, except the provided demonstration link/test environment access. Diagrams, tables, and charts may be included in the document and do not count towards the eight (8) A4 page limit. The Response MUST be limited to eight (8) x A4 page limit.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Title	Sustainability and Value Add Services		
Description	Tenderers MUST demonstrate how their SaaS solution for the Digital Marketing Collateral platform incorporates sustainability practices for project delivery aligned with Ireland's Green Public Procurement guidelines. Tenderers MUST address the following: Sustainability Measures (Project Delivery) Describe your approach to environmental sustainability in cloud SaaS delivery: • Data centre energy efficiency (PUE, % renewable energy) for EU/EEA hosting • Carbon footprint reduction for platform operations and updates • Paperless project delivery (training, documentation, reporting) • Lifecycle costing transparency for full contract term		

	Performance Tracking Explain how sustainability measures will be monitored and reported (e.g. annual energy metrics, carbon footprint reports). Value-Added Services (No Extra Cost) Outline additional services provided at no extra cost over framework period: • Specific platform enhancements beyond Section 3 requirements • Delivery timeline for each service • Benefits for ATU recruitment outcomes • Confirmation of no additional costs Evaluation Basis Submissions evaluated as a whole based on: • Alignment with Ireland's GPP environmental criteria • Practicality and verifiability of sustainability measures • Relevance and impact of value-added services Response format: A Maximum of 4 x A4 pages excluding tables/diagrams. Tenderers MUST use the TRD provided for this response . External links/appendices not considered.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n/a
Title	Cost		
Description	Tenderers are required to outline their cost proposal by completing and signing the Form of Tender (In the Tender Response Document, TRD) and providing a breakdown of their costs (pricing table)		

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. Tenderers MUST achieve a minimum score of 50% of the available marks under each of the criterion A, B, C, and D to remain eligible in the competition.

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.
Less than 50% is unacceptable and considered ineligible from 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 post-box, 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

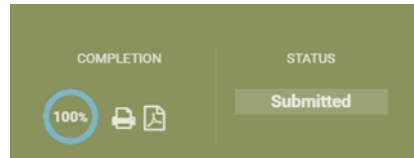
Accessing documents

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

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, you have not submitted your response.

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 license 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 EU 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 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 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 factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

7 Appendix A

7.1 Framework Agreement – Draft Terms and Conditions:

Attached as a separate file see Appendix 4