

REQUEST FOR TENDERS
for the provision of
Consultancy Services for Data Protection and Artificial Intelligence (AI)
to the Land Development Agency

<u>Tender Publication Date</u>	<u>Monday 23 February 2026</u>
<u>Tender Query Deadline</u>	<u>12:00 PM 19 February 2026</u>
<u>Tender Submission Deadline</u>	<u>12:00PM 09 March 2026</u>
<u>Term</u>	<u>36 Months</u>
<u>Estimated Value (including extensions)</u>	<u>€500,000</u>
<u>Subject to European Union (Award of Public Authority Contracts) Regulations 2016?</u>	Yes - Option A (see Section 4.1.1) ☐
<u>Tender Validity Period</u>	<u>12 months</u>

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1. INTRODUCTION

- 1.1 The Land Development Agency (“**LDA**”) invites tenders (“**Tenders**”) in response to this Request for Tenders (“**RFT**”) from economic operators (“**Tenderers**”) for the provision of the services as described in Schedule 1 to this RFT (the “**Services**”).
- 1.2 The LDA is the State’s affordable housing delivery body, established under the Land Development Agency Act 2021 (as amended). It delivers affordable homes on State-owned or acquired land and through homebuilder partnerships as part of its Project Tosaigh initiative. The Land Development Agency’s purpose is to maximise the supply of affordable homes on State and other land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The Agency is guided by the values of Integrity, Collaboration, Sustainability, Innovation & Delivery.
- 1.3 Further information on the LDA can be found on www.lda.ie.
- 1.4 The LDA reserves the right to update or alter any information contained in this RFT at any time.

2. eTENDERS

- 2.1. The LDA is utilising an electronic tendering system to manage this tender competition and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the LDA, including the submission of Tenders will be conducted solely via the eTenders website.

3. IMPORTANT NOTICE

- 3.1 This RFT includes the attached schedules and all supporting and supplemental information.
- 3.2 The LDA has taken reasonable care to ensure that the information provided in this RFT is accurate in all material respects. However, Tenderers’ attention is drawn to the fact that no representation, warranty or undertaking is given by the LDA in respect of the information provided in this RFT.
- 3.3 The LDA does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on this RFT or any communication made by the LDA in connection with this RFT.
- 3.4 Any Tenderer making a decision to submit a Tender for the purpose of entering into a contractual relationship with the LDA on the basis of the information provided in this RFT should make their own investigations and form their own opinion of the LDA and of the contract opportunity. The attention of Tenderers is drawn to the fact that, by issuing this RFT, the LDA is in no way committed to awarding any contract.
- 3.5 This RFT does not constitute an offer or commitment to enter into a contract. No contractual rights in relation to the LDA will exist unless and until a formal written contract has been executed by or on behalf of the LDA and any conditions precedent to the effectiveness of such documents have been fulfilled.
- 3.6 The LDA does not bind itself to accept the lowest priced or any Tender.
- 3.7 Any notification of preferred bidder status by the LDA shall not give rise to any enforceable rights by the Tenderer.

- 3.8** The LDA may cancel this tender competition (the “**Competition**”) at any time prior to a formal written contract being awarded by or on behalf of the LDA.
- 3.9** The award of a contract does not confer exclusivity on the successful Tenderer.
- 3.10** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the LDA and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
- 3.11** The LDA will be a Data Controller (where Data 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 RFT. The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under Section 9.6 below 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 LDA, the evaluation group responsible for the evaluation of Tenders (the “**Evaluation Group**”) and the supplier of the etenders.gov.ie 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 LDA for the purposes of its participation in this Competition.

“**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**”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

- 3.12** The LDA would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union’s public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations placed upon a contracting authority (such as the LDA) in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

4. THIS COMPETITION

- 4.1** Tenderers should note the following provisions, based on the selection of the relevant Option on the front of this RFT:
- 4.1.1 Option A** - where the LDA has indicated on the face of this RFT that Option A applies, this Competition is being conducted under the open procedure in accordance with Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “**Regulations**”);
- 4.2 Not Used.**
- 4.3** The contract, if awarded, shall be awarded to the Tenderer identified as having submitted the most economically advantageous tender, determined using the award criteria specified in

Schedule 4 (Award Criteria) of this RFT. The successful Tenderer shall be appointed subject to the pre-conditions detailed in Section 11.6 (Letter to Successful Tenderer) of this RFT.

- 4.4 Any Services provided under the contract awarded to the successful Tenderer shall be governed by the contract provided as part of this RFT in Schedule 9 (the “**Contract**”).
- 4.5 The Contract, if awarded, shall remain in place for a term equal to the period of time specified on the front of this RFT (the “**Term**”).
- 4.6 The LDA reserves the right to extend the Term for a period or periods of up to twelve (12) Months with a maximum of one (1) such extension or extensions on the same terms and conditions, subject to the LDA's obligations at law.
- 4.7 The LDA estimates that the expenditure on the Services to be covered by the Contract may equal the Estimated Value as specified on the front of the RFT (excl. VAT) over the term and any possible extensions including those specified in Section 4.8. Tenderers must note that this figure is an estimate only based on current and future expected usage, and the LDA reserves the rights to modify the Contract as either permitted by Regulation 72 of the Regulations or, if the LDA has indicated that Option B or Option C applies, in a manner that would (if the Contract was subject to the Regulations) be permitted by Regulation 72.
- 4.8 The LDA notifies Tenderers that it reserves the right to rely upon Regulation 32(9) of the Regulations to negotiate with the successful Tenderer if it requires the repetition of services similar to those initially required by this RFT.
- 4.9 The LDA seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“**SMEs**”) in this Competition. SMEs that believe the scope of this competition is beyond the scope of its technical or business capacity are encouraged, subject to Section 12.1, to explore the possibilities of forming relationships with other SMEs or later enterprises to participate in this Competition. Larger enterprises are also encouraged, subject to Section 12.1, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contract that may result from this Competition.

5. SCOPE OF SERVICES

5.1 The Services

The Services are described in **Schedule 1** (The Services).

6. TUPE¹

- 6.1 The attention of Tenderers is drawn to the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (“**TUPE**”). Tenderers should note that in the event that a Tenderer is successful this Competition, TUPE may apply to the transfer of the Contract from the incumbent provider to the new one.
- 6.2 Tenderers shall be required to undertake to comply fully with TUPE (if applicable) and to indemnify the LDA for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under TUPE.

¹ The European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003.

- 6.3** Tenderers are advised to form their own view as to the extent of the application of TUPE and the costs associated with this. To assist in this process, the LDA may publish anonymised workforce details obtained from the incumbent provider to all Tenderers.
- 6.4** Tenderers should note that in the event that the LDA publishes workforce details to all Tenderers in accordance with Section 6.3 above that such information will be derived from the incumbent provider and that accordingly, the LDA makes no warranties or representations as to the accuracy of such information and excludes all liabilities arising out of any inaccuracies in such information.
- 6.5** Tenderers participating in this Competition should note that if successful in this Competition, it shall be required upon request to pass on all details of their own workforce relevant to the awarded Contract toward the end of the Term of the Contract so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer.

7. Not Used.

8. TENDER QUERIES AND CLARIFICATIONS

- 8.1** Any queries (including any perceived ambiguity, discrepancy, error or omission) Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie. For the avoidance of doubt, Tenderers may not contact the LDA via any method other than eTenders regarding any aspect of this Competition.
- 8.2** Queries will be accepted no later than the date specified on the cover page of this RFT.
- 8.3** All responses to queries will be issued by the LDA via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the LDA will not respond to individual Tenderers privately.
- 8.4** The LDA reserves the right to issue or seek written clarifications.
- 8.5** The LDA reserves the right at any time before the Tender Submission Deadline, to update or amend the information contained in this RFT and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 8.6** Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.
- 8.7** Once Tenderers have submitted their Tenders, they will be deemed to have fully read and understood the Tender (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their Tenders.

9. SUBMISSION REQUIREMENTS

9.1 Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they

confirm that: (i) the information contained in it continues to be correct; and (ii) that they satisfy the selection criteria for this Competition as set out at Schedule 3;

- (b) To submit all documentation which this RFT requires to be submitted with their Tender including the mandatory Tender Response Document at Schedule 7 and the mandatory Pricing Schedule at Schedule 5;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under Section 9.7 below (Tenderers' Statement); and
- (f) Not to alter or edit this RFT in any way.

9.2 Submission of Tenders

Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Submission Deadline (as defined the cover page of this RFT). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Submission Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Submission Deadline.

9.3 Late Tenders

Tenders must be received by the Tender Submission Deadline (as defined on the cover page of this RFT). Tenders that are received late may not be considered in this Competition, subject to the provisions of Section 9.5 of this RFT.

9.4 Tenderers To Retain Own Copy

Tenderers should ensure they retain a full copy of their Tender.

9.5 Compliant Tenders and Healthy Procurement Process

If a Tenderer fails to comply in any respect with the requirements of this RFT, the LDA reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in the LDA's view, is non-material or procedural.

Without prejudice to the generality of Section 9.1 and Section 9.5 above, failure to comply with

Sections 9.2 or 9.9 will render the Tender non-compliant and it will be rejected.

The LDA reserves the right, in its sole and absolute discretion, to take any such steps as it considers necessary, desirable or appropriate to maintain healthy competition throughout the Competition.

9.6 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Schedule 6. The LDA must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the LDA cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers must not amend the Tenderer's Statement in a manner that is not otherwise explicitly permitted by the Tenderer's Statement.

9.7 Pricing

All Tenderers must complete the Pricing Schedule at Schedule 5 to this RFT.

All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Tenderers must confirm that all prices quoted in the Tender will remain valid for the period specified at the front of this RFT, commencing from the Tender Submission Deadline (the "**Tender Validity Period**").

If, in the LDA's opinion, it considers a tender to be abnormally low (or any tendered amount, including any rate specified in the Pricing Schedule, appears to the LDA to be abnormally low or abnormally high), the LDA may require the relevant Tenderer to provide details of the tendered amounts and justify these figures. The LDA may reject a Tender containing costs that it considers to be abnormally low or abnormally high, and such Tender will not form part of the evaluation process.

Any currency variations occurring over the term of the Contract shall be borne by the Tenderer. Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the terms of the Contract.

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Contract (as defined in the Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the [Consumer Price Index] has increased or decreased in the edition of that index published by the [Central Statistics Office] most recently prior to that anniversary. The LDA reserves the right to negotiate on each subsequent anniversary of the Effective Date an increase in the price up to, but not exceeding, the percentage by which the [Consumer Price Index] has increased in the in the edition of that index published by the [Central Statistics Office] most recently prior to that anniversary.

9.8 English Language

The Tender and all related correspondence must be in the English language. Where any original document which forms part of a Tender is not in English, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

9.9 Word Count/Page Number Limit

Where this tender specifies a particular word count and/or page number limit and a Tenderer exceeds that limit, the LDA will not give any consideration to that element of the Tender which exceeds the specified word count/page number limit. If a Tenderer is unclear on the application of a word count or page number limit it must raise a query prior to the Query Deadline on

eTenders.

10. SELECTION AND AWARD CRITERIA

10.1 Compliant Tenders

Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to Section 9.1 and Section 9.5 above;
- (b) Declared by way of eESPD that either (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them; or (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations) that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any relevant exclusion ground, and;
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in Schedule 3 (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria as set out in Schedule 4 to this RFT.

Please note that the LDA reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

The LDA reserves the right to run a compliance check prior to the evaluation of Tenderers to confirm the Tenderer's compliance with the requirements of this RFT (including the provision of all the information and documentation required) and subject to section 9.5, may reject a Tender as non-compliant where this information is not provided or alternatively not provided in the requested format. For the avoidance of doubt, completion of this compliance check and progression to evaluation does not constitute any form of waiver of the LDA's rights under this RFT to raise subsequent non-compliance.

Further information relating to the eESPD is set out for Tenderers at Schedule 2 to this RFT.

Tenderers should note that where a Lead Tenderer (as defined in Section 12.1) is **relying on the capacity of a Sub-Contractor** for the purposes of fulfilling any of the Selection Criteria it must:

- (i) complete and submit a separate eESPD in respect of each Sub-Contractor; and
- (ii) when requested by the LDA, submit proof, to the satisfaction of the LDA, that each such entity will place the necessary resources at the disposal of the Lead Tenderer.

Where a Lead Tenderer intends to subcontract any share of the Contract to a Sub-Contractor **but is not relying** on the capacity of such Sub-Contractor **for the purposes of fulfilling any of the Selection Criteria**, it must submit **a separate eESPD** in respect of such Sub-Contractor completing those sections of the eESPD which are specified in Section 2.D of the eESPD for this Competition.

The LDA may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the "**Exclusion Grounds**") and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this Section 10, the LDA reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Lead Tenderer, any other entity or Sub-Contractor):

- (i) a Declaration in the form attached at Schedule 8;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

- (iii) in the case of the Lead Tenderer, any entity relied upon and any Sub-Contractor on whose capacity the Lead Tenderer relies, all or any of the supporting documents specified at Schedule 3;
- (iv) information concerning the Tenderer, any proposed sub-contractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the LDA, provide evidence which is considered by the LDA as sufficient to demonstrate:

- (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT;
- (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground;
- (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576); and
- (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same),

then it shall be excluded from further participation in this Competition.

In respect of any **Sub-Contractor on whose capacity the Lead Tenderer relies**, if a Tenderer does not, upon request by the LDA, provide evidence which is considered by the LDA as sufficient to demonstrate:

- (i) the fulfilment by such entity of the Selection Criteria (or any one of them) in accordance with this RFT;
- (ii) the absence of Exclusion Grounds, or the reliability of any Sub-Contractor despite the existence of a relevant Exclusion Ground; and
- (iii) that any proposed such Sub-Contractor (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576),

then, it shall be excluded from further participation in this Competition *unless* it replaces the Sub-Contractor with one which meets all relevant requirements of this RFT.

10.2 Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria as detailed in Schedule 3 (Selection Criteria). In the event that a Tenderer achieves a fail in one or more Selection Criteria, the Tenderer will be excluded from participating in this Competition.

10.3 Award Criteria and Evaluation

Tenders will be evaluated as set out in Schedule 4 (Award Criteria).

11. AWARD OF CONTRACT

11.1 Tenderer Evaluation

The evaluation methodology and award criteria are set out in Schedule 4 (Award Criteria). It is anticipated that the Tenderer that submits the most economically advantageous tender will be awarded the Contract.

11.2 Clarification of Tenders

To assist in the examination and assessment of Tenders, the LDA may ask Tenderers to clarify their Tenders in writing. The LDA reserves the right to exercise its powers in accordance with Regulation 56(4) of the Regulations and its rights under Section 9.5 of this RFT.

11.3 Interviews / System Demonstrations

Following receipt of Tenders, the LDA may arrange interviews with one or more Tenderers at a location to be advised by the LDA or remotely, in order to clarify or demonstrate the credibility of its Tender. Tenderers should draw no conclusion from this, as some Tenders may require clarification and others may not. No new information may be submitted during an interview and no marks will be awarded as a consequence of an interview, but marks may be deducted based on information provided during an interview if it contradicts a response to the Award Criterion.

11.4 Notification

The LDA shall notify all Tenderers of the outcome of the Competition.

Tenderers should note that the LDA may, when notifying Tenderers of the results of the Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful Tenderer in respect of each award criterion assessed by the LDA.

11.5 Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended) apply, no contract can or will take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent by electronic means a notice informing them of the results of this Competition (the **"Standstill Period"**) if such a notice is sent by electronic means.

Where Option B or Option C applies (and in all other circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended) do not apply), the LDA reserves the right to either (i) enter into a contract immediately after the Tenderers have been sent by electronic means a notice informing them of the results of this Competition or (ii) provide a voluntary standstill period (of a duration specified in the notice informing Tenderers of the result of the Competition).

11.6 Letter to the Successful Tenderer

The notification that issues to the successful Tenderer will require the successful Tenderer as a pre-condition to awarding the Contract to:

- (a) Produce for inspection by the LDA evidence of tax compliance issued by the Revenue Commissioners of Ireland, including the Tax Clearance Access Number and Tax Reference Number;
- (b) Produce evidence of insurance as described in Section 12.15;

- (c) Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with Section 12.13; and
- (d) Produce evidence to substantiate the declaration provided in Section “α: Global Indication for all Selection Criteria” of the ESPD.

If the successful Tenderer does not submit the documents as required within the time specified within the letter to the successful Tenderer, the LDA may take such steps as are considered appropriate, including but not limited to:

- (a) Entering into the Contract with the successful Tenderer even though the required documents have not yet been provided;
- (b) Allowing the successful Tenderer additional time to provide the required documents; or
- (c) Proceeding to initiate award of the Contract to the Tenderer who submitted the next most economically advantageous Tender, *seriatim*, and seek to conclude a contract with that Tenderer.

11.7 Contract Award

Subject to compliance with all applicable pre-conditions, the LDA may create the Contract by executing a Contract based on the form provided in Schedule 9 of this RFT (subject to any Standstill Period which may be required by law).

12. GENERAL INFORMATION

12.1 Consortia

- (a) If a Tenderer is forming a consortium for the purposes of submitting a Tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.
- (b) If forming a consortium, a lead must be identified in the Tender (the “**Lead Tenderer**”) who will be responsible for all communications and co-ordination of the Services.
- (c) Tenderers must clearly identify in their Tender which consortium member is performing which element of the Services and explain the consortium member’s capability and experience as the context of the specific criterion requires.
- (d) Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Contract (the “**Lead Contractor**”), irrespective of whether or not tasks are to be performed by a Sub-Contractor or other consortium member.
- (e) A consortium will not be required to convert into a specific legal form in order to submit a Tender. The LDA reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as the Lead Contractor to whom the other consortium members will be sub-contractors.

12.2 Sub-contracting

Where a Tenderer comprises a Lead Contractor (who will execute the Contract) and a number of Sub-Contractors or other consortium members, such Sub-Contractor(s) may be required to enter into a collateral agreement with the LDA (in a form approved by the LDA) and the contract award may be conditional upon the provision of such collateral agreements. The LDA reserves the right to approve the sub- contract(s) and will expect that the relevant terms of the Contract between the LDA and the Lead Contractor will be reflected in such sub-contract(s) insofar as they apply to the relevant Sub-Contractor.

Irrespective of any sub-contracting arrangements, the Lead Contractor shall be the contracting party under the Contract and is liable for the delivery of all Services awarded pursuant to the Contract.

12.3 Reliance on Resources

If a Tenderer is relying on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company’s resources), for the purpose of fulfilling any of the Selection Criteria detailed in Schedule 3 (Selection Criteria), it must establish to the LDA’s satisfaction that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. (For example, a letter from such other entity confirming that it will provide the necessary support and will execute a contractual commitment to that effect if required by the LDA to do so). If sufficient evidence is not provided, the Tenderer will be evaluated based on its own financial and economic standing and technical capability.

Where an entity is relied upon with regard to education or professional qualifications, or with regard to professional experience, the Tenderer must demonstrate that the entity relied upon will be involved in the performance of the Services for which these capacities are required.

Such entity or undertaking on whose resources any Tenderer, relies for the purposes of

qualification will be required to provide an appropriate guarantee or other security evidencing such support at contract award stage (unless otherwise approved by the LDA). The LDA reserves the right to require any other form(s) of financial or other support to be procured.

12.4 Tendering Costs

Tenderers shall bear all costs and expenses associated with participating in the Competition, including but not limited to the preparation, submission and clarification of their tenders and no recovery of any costs from the LDA will be entertained. The LDA, their officers, employees or advisors will not be responsible and/or liable in any way for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the Competition regardless of the conduct or outcome of the Competition.

12.5 Confidential Information

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the LDA to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the LDA;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including sub-contractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the LDA upon cancellation or completion of this Competition if so requested by the LDA.

12.6 Environmental, Social and Labour Law

- (e) In the performance of any contract awarded, the successful Tenderer and their sub-contractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.
- (f) The Protection of Employees (Temporary Agency Work) Act 2012 (the “**2012 Act**”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the LDA of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The LDA shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

12.7 Publicity

No publicity regarding this Competition or any Contract pursuant to this Competition is permitted unless and until the LDA has given its prior written consent to the relevant communication.

Tenderers must treat all communications with the LDA as confidential.

Any breach of this Section 12.7 by a Tenderer will result in their Tender being considered non-compliant, subject to the LDA's rights in Section 9.5.

The LDA may, notwithstanding any provision to the contrary in this RFT, publicise or otherwise disclose, to any third party, information regarding the Contract, the identity of Tenderers (including details of their respective members), the Competition, the award of the Contract or any Services awarded pursuant to the Contract (including, without limitation, details of costs) at any time.

12.8 Registrable Interest

Any Registrable Interest involving any Tenderer, Sub-Contractor, consortium member and the LDA, members of the Government, members of the Oireachtas, or employees and officers of the LDA and their Relatives must be fully disclosed in the tender, or in the event of this information only coming to the notice of the Tenderer, Sub-Contractor or consortium member after the submission of a Tender, must be communicated to the LDA immediately upon such information becoming known to the Tenderer, Sub-Contractor or consortium member.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The LDA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this competition or terminating any contract entered into with an economic operator.

12.9 Anti-Competitive Conduct

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "**2002 Act**"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

12.10 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

12.11 Freedom of Information

Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The LDA will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The LDA accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential

damage suffered as a result of such obligations.

12.12 Tax Clearance

It will be a condition of any Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the LDA. By supplying these numbers as part of the letter to the successful Tenderer, the successful Tenderer acknowledges and agrees that the LDA has the permission of the successful Tenderer to verify its tax cleared position online.

12.13 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Sub-Contractor or individual employee(s) or agent(s) of a Tenderer or Sub-Contractor(s) must be fully disclosed to the LDA as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the LDA may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the LDA may seek further information to confirm the Tenders have been prepared independently. The LDA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or Contract entered into by a Tenderer.

12.14 Withdrawal from this Competition

Tenderers are required to notify the LDA immediately via the eTenders website, if at any stage they decide to withdraw from this Competition.

12.15 Insurance

The successful Tenderer shall be required to hold for the Term of the Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 any one claim, unlimited in the period (only required if more than one employee)
Public Liability	€6,500,000 any one claim, unlimited in the period
Professional Indemnity	€1,300,000 any one claim, unlimited in the period

By signing the Tenderer's Statement at Schedule 6, Tenderers confirm that, if awarded a Contract under this Competition:

- (i) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the table above;
- (ii) the territorial limits and jurisdiction of its insurance policies include Ireland; and

- (iii) 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 in the table 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 any Contract be required to:

- (a) Immediately advise the LDA of any material adverse change to its insured status;
- (b) Produce proof of current premiums paid upon request; and
- (c) Produce valid certificates of insurance upon request.

12.16 Addendum to RFT Documents

The LDA will notify Tenderers of its intention to amend the RFT or to clarify any aspect of the RFT by issuing a notice on www.etenders.gov.ie. Such notice shall provide details of the amendments or clarifications and may require the Tenderer to contact the LDA for further information. The LDA shall issue a written notice on www.etenders.gov.ie giving full details of such amendments or clarifications. Such notices shall form part of the RFT and may subsequently be incorporated into and form a part of the Contract. Each Tenderer is responsible for reviewing www.etenders.gov.ie for updates and notices in connection with the RFT.

12.17 Governing Law and Jurisdiction

This RFT and the Contract shall be governed by and construed in accordance with Irish law and will be subject to the exclusive jurisdiction of the courts of Ireland. Should there be any conflict between the terms of this RFT and any applicable laws and regulations, the latter will prevail.

SCHEDULE 1

THE SERVICES

1. Background

The Land Development Agency (the “LDA”) is the State’s affordable housing delivery body, responsible for the acquisition, development, and management of land to deliver affordable homes and support the creation of sustainable communities. The LDA operates as a statutory public body and is subject to public law obligations, regulatory oversight, and high standards of governance, transparency, and accountability.

Given the scale and complexity of its activities, and the increasing use of digital, data-driven, and AI-enabled systems, the LDA requires the appointment of an external provider to perform the statutory Data Protection Officer (DPO) function and to provide associated data protection and AI governance advisory services.

2. Purpose and Objectives

The purpose of this contract is to appoint a suitably qualified service provider to:

- perform the statutory role of Data Protection Officer in accordance with the relevant regulations and standards
- provide independent, expert advice on data protection and AI governance matters;
- support the LDA in embedding effective, proportionate, and risk-based compliance across its operations; and
- contribute to strong organisational governance and ethical use of data and technology.

3. Scope of Services

The Contractor shall provide the services set out below. The scope is indicative and non-exhaustive.

4. Statutory Data Protection Officer Services

The Contractor shall:

- fulfil the role of the registered Data Protection Officer for the LDA;
- monitor and advise on compliance with the GDPR, the Data Protection Act 2018, and related data protection legislation;
- inform and advise the LDA, its management, and staff of their obligations under applicable data protection law;
- monitor internal compliance, including assignment of responsibilities, awareness-raising, and training of staff;
- advise on and oversee the carrying out of Data Protection Impact Assessments (DPIAs);
- act as the primary point of contact for the Data Protection Commission;
- act as the primary point of contact for individuals exercising their data protection rights;
- support the management of personal data breaches, including risk assessment, regulatory notification, and mitigation actions; and
- maintain appropriate records relating to data processing activities.

5. AI Governance and Emerging Technology Advisory Services

The Contractor shall provide advisory and oversight support in relation to AI-enabled and data-driven systems, including:

- advising on compliance with applicable AI governance frameworks and emerging EU AI regulation;
- supporting the identification and assessment of risks associated with AI systems and advanced analytics;
- advising on ethical, lawful, and transparent use of AI within the LDA's operations;
- supporting DPIAs and risk assessments where AI systems are developed, procured, or deployed; and
- contributing to the development and review of AI governance policies and procedures.

6. Service Delivery Model and Resourcing

6.1 Lead Data Protection Officer

The Contractor shall appoint a named **Lead Data Protection Officer**, who shall:

- have overall responsibility for the performance of the statutory DPO function;
- be accountable for the quality, consistency, and independence of advice provided; and
- act as the primary professional interface with senior management, the Board (where required), and regulatory authorities.

The Lead Data Protection Officer shall personally perform the core statutory DPO functions and shall not delegate the exercise of professional judgment, independence, or escalation responsibilities.

6.2 Technical Competence of the Lead Data Protection Officer

The Lead Data Protection Officer shall possess the technical competence necessary to independently perform and oversee the services, including the ability to:

- assess complex and high-risk processing activities;
- provide expert advice on DPIAs and risk mitigation measures;
- advise on data protection implications of ICT systems, data architectures, and AI-enabled solutions;
- advise on data protection aspects of procurement, contracting, data processing agreements, and third-party risk; and
- engage with regulators on complex, novel, or contentious compliance matters.

6.3 Supporting, Back-Up, and Substitute Resources

The Contractor may provide supporting and back-up resources to assist in delivery of the services, including:

- preparation of draft documentation and reports;
- support for training delivery and awareness initiatives;
- assistance with routine compliance monitoring and record-keeping; and
- continuity of service during periods of absence.

Supporting resources shall operate under the direction and supervision of the Lead Data Protection Officer. Responsibility for statutory compliance, high-risk assessments, escalation of issues, and professional judgment shall remain with the Lead Data Protection Officer.

In the event that the Lead Data Protection Officer is unavailable for any reason, including absence, illness, or cessation of engagement, the Contractor shall ensure continuity of service through the provision of a substitute or interim Lead Data Protection Officer.

Any substitute or interim Lead Data Protection Officer shall possess professional skills, experience, and technical competence of a calibre equal to or greater than those of the originally proposed Lead Data Protection Officer and shall be capable of performing the statutory DPO functions and providing independent professional advice without any reduction in service quality.

The Contractor shall ensure that any such substitute resource is fully briefed on the LDA's operations, risk profile, and ongoing matters and is capable of assuming responsibility for the statutory DPO role without delay.

7. Engagement, Availability, and Advisory Support

The Contractor shall ensure that the Lead Data Protection Officer:

- provides regular advisory engagement with senior management;
- participates in governance, risk, or decision-making forums where data protection or AI-related risks arise;
- is available to advise on high-risk processing activities, DPIAs, and AI deployments within agreed response times; and
- provides advice that is practical, proportionate, and aligned with the LDA's operational and strategic objectives.

8. Public Sector Governance and Accountability

The Contractor shall deliver the services with full regard to the LDA's status as a statutory public body, including:

- transparency, accountability, and record-keeping requirements;
- governance, audit, and assurance expectations;
- interaction with public regulators and oversight bodies; and
- the need for defensible, well-documented decision-making.

9. Training, Awareness, and Organisational Capability

The Contractor shall:

- deliver targeted data protection and AI governance training for staff involved in data handling, ICT, procurement, or AI system development and deployment;
- support the development and maintenance of internal guidance and training materials; and
- contribute to building organisational capability and awareness.

10. Policies, Procedures, and Continuous Improvement

The Contractor shall support the LDA in:

- developing, reviewing, and updating data protection and AI governance policies and procedures;
- identifying compliance gaps and emerging risks;
- embedding data protection and AI governance into broader corporate policies and digital transformation initiatives; and
- promoting continuous improvement in compliance and risk management practices.
- Knowledge transfer

11. Service Levels and Response Times

11.1 General Standards

The Contractor shall deliver the services in a timely, responsive, and professional manner, appropriate to the statutory and risk-based nature of the DPO role and with cognisance of the public but commercial nature of the LDA. Service levels apply to responsiveness and availability only and shall not dictate the substance of advice or compromise professional independence.

11.2 Minimum Response Times

The Contractor shall meet the following minimum response times:

- Routine advisory queries: **within 3 working days**
- DPIA support or high-risk processing queries: **within 2 working days**
- Personal data breach notifications: **within 1 working day**
- Urgent regulatory or litigation-related matters: **same working day**,

An initial response shall include acknowledgement and confirmation of next steps and does not require final advice within the response period.

11.3 Availability and Continuity

The Contractor shall ensure:

- continuity of service during periods of planned or unplanned absence of the Lead Data Protection Officer;
- availability of appropriately briefed supporting or substitute resources to maintain required response times; and
- that the absence of the Lead Data Protection Officer does not result in any reduction in the quality, independence, or responsiveness of the services.

12. Contract Management and Reporting

The Contractor shall nominate a dedicated contract manager as the primary point of contact for the LDA.

Contract management arrangements shall reflect the professional advisory nature of the services and shall focus on:

- quality and timeliness of advice;
- responsiveness and availability;
- governance, compliance, and assurance reporting; and
- ongoing engagement to identify opportunities for improvement.

SCHEDULE 2

THE eESPD

Tenderers are required to complete the electronic European Single Procurement Document (eESPD) Request provided on the competition page on www.etenders.gov.ie (via 'Manage ESPD Responses').

The LDA reserves the right to seek, at any time, evidence substantiating the matters set out in the eESPD for the purposes of verification of the status of the Tenderer. Failure to provide appropriate evidence within the required timeframe specified will result in the Tenderer being eliminated from the Competition.

1. eESPD Part III: Exclusion grounds

Tenderers should note that where a Tenderer is a consortium (as referred to in Section 12.1 of the RFT), each consortium member must complete Part III of the eESPD separately.

- 1.1 Sections 3.B.1 and 3.B.2 of Part III of the eESPD contain grounds for exclusion of a Tenderer from participation in the procurement procedure for non-payment of taxes or social security contributions, respectively. Without prejudice to such grounds for exclusion, the LDA may also exclude a Tenderer from participation in the procurement procedure where the LDA can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.
- 1.2 Regarding the exclusion grounds referenced in Section 3.A (Grounds relating to criminal convictions) and Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD, the LDA shall not be obliged to exclude a Tenderer where:
 - (a) on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
 - (b) in the case of Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD only, such an exclusion would be disproportionate, including where:
 - i. only minor amounts of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 are unpaid, or
 - ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.1 above before the expiration of the deadline for submitting its tender; or
 - (c) a period of 5 years has elapsed from:
 - i. the date of conviction of the Tenderer for an offence referred to in Section 3.A (Grounds relating to criminal convictions) of Part III of the eESPD; or
 - ii. the date the relevant breach is established by the judicial or administrative decision in relation to the breaches referred to in Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the eESPD.
- 1.3 The power to exclude a Tenderer in one or more of the situations referred to in Section 3.C of Part III of the eESPD, in the manner there mentioned, shall not be exercisable where the LDA establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that section.
- 1.4 A Tenderer that is in one of the situations referred to in Part III of the eESPD may provide evidence to the effect that measures taken by the Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. In considering such evidence,

factors that will be relevant to the LDA's considerations will include whether the Tenderer can show that it has:

- (a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct concerned;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The LDA shall, when evaluating the measures shown to be taken by the Tenderer above, take into account the gravity and particular circumstances of the criminal offence or misconduct concerned. If such evidence is considered as sufficient, the Tenderer concerned shall not be excluded from the procurement procedure. Where the LDA considers that the measures shown to be taken by the Tenderer are insufficient, the LDA shall give the Tenderer a statement of the reasons for that decision.

2. eESPD Part IV: Selection Criteria

Tenderers should note that where a Tenderer is relying on the capacity of other entities for the purposes of fulfilling any of the Selection Criteria out in **Schedule 3** the Tenderer must ensure that each such entity:

- i. completes and submits a separate eESPD in respect of each such entity; and
- ii. when requested by the LDA, submit proof, to the satisfaction of the LDA, that each such entity will place the necessary resources at the disposal of the Tenderer.

SCHEDULE 3

SELECTION CRITERIA

The Selection Criteria below will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements (subject to the above and Section 12.3 (Reliance on Resources)), in which case any references in the paragraphs below to “Tenderer” shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the Tender.

Tenderers must declare by way of eESPD that they satisfy the Selection Criteria set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the LDA in each case.

Minimum Turnover

Tenderers must have achieved a **minimum annual turnover level of €200,000** averaged over the course of the previous three (3) financial years, or, where the date of establishment of the Tenderer is more recent, a **minimum annual turnover level of €200,000** averaged for each financial year the entity has been established.

When requested, Tenderers must provide evidence of their turnover levels by way of audited accounts for the previous three (3) financial years (or for each financial year the entity has been established as appropriate).

Tenderers are also referred to Section 12.1 (Consortia), Section 12.2 (Subcontracting) and Section 12.3 (Reliance on Resources) of the RFT where relevant.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the eESPD for the purposes of declaring that this requirement is met.

Minimum Experience

Tenderers must demonstrate that they have previously completed at least three (3) reference projects each of which:

- (i) had a minimum value of **€50,000** (excluding VAT); and
 - (ii) related to services of a similar nature, scale and complexity to the Services described in Schedule 1 of this RFT,
- within the last three (3) years.

For the purposes of this Selection Criterion, “services of a similar nature, scale and complexity” shall mean the following:

Nature	Data Protection and/or AI Consultancy Services
Scale	To a contract award value like the one advertised in this RFT
Complexity	To an organisation of a similar size and remit of the LDA
Why it is relevant	To ensure that the required services have been delivered at a similar scale previously

Tenderers are requested to limit the description of each reference project to a maximum of 2 A4 pages.

When evaluating Tenders under this Selection Criterion, the LDA will assess the relevance and

strength of the reference project(s) submitted having regard to the scale, nature and complexity of the Services required by the LDA.

The LDA may contact any or all referees for verification / clarification of the reference without prior notice being given to the Tenderer.

3. Minimum Technical Requirements

Manpower and Skills
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers are required to confirm that they can provide minimum 2 resources for each of the below areas of expertise: • Account Manager with experience in compliance with Data Protection/ GDPR and AI • Support staff with experience in compliance with Data Protection/ GDPR and AI
Organisational Chart
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers are required to provide an organisation chart clearly defining roles and responsibilities (identify employees and sub-contractors). Please complete Appendix 1: Tender Response Document.
Quality Assurance
Tenderers must provide information which demonstrates a commitment to quality assurance and provides details of quality assurance policies and systems and whether they are 3rd party certified. Please complete Appendix 1: Tender Response Document.

SCHEDULE 4

AWARD CRITERIA²

Ref	Award Criterion	Description Assessment Prompts	Minimum Score Requirement	Maximum Marks Available
AC1	Understanding of the Requirements	Tenderers are required to demonstrate a clear and comprehensive understanding of the requirements of the Contract and the Services to be delivered in accordance with the Specification. In particular, tenderers should demonstrate their understanding of (non-exhaustive): - the statutory role and responsibilities of the Data Protection Officer under Articles 37–39 GDPR and the Data Protection Act 2018; - the scope, scale, and complexity of the Services, including data protection and AI governance advisory services within a statutory public body; - the LDA's governance, accountability, and public law obligations, including transparency, audit, record-keeping, and regulatory engagement; - the risks and challenges associated with high-risk processing activities, AI-enabled systems, and the need for independent, risk-based advice; - the requirement for continuity of service, professional independence, and timely engagement in line with the Specification.	60%	2,500
AC2	Technical Merit and Relevancy of Proposed Resources	Tenderers are required to demonstrate the technical merit, capability, and relevance of the proposed resources for delivery of the Services. Tenderers shall submit CVs for two (2) proposed resources: - the Lead Data Protection Officer; and - a substitute or back-up resource capable of performing the Lead DPO role in accordance with the Specification. Assessment will have regard to (non-exhaustive): - professional seniority and depth of post-qualification experience in data protection, privacy, or information governance roles, including acting as or advising a DPO in a complex organisation or public body; - regulatory and technical expertise in GDPR, the Data Protection Act 2018, and EU AI Act / AI governance frameworks, including practical application in operational, ICT, procurement, and data-driven contexts; - public sector contextual awareness, including familiarity with public accountability, transparency, record-keeping, governance, and reporting requirements;	60%	2,500

		• stakeholder and communication skills, including the ability to translate complex legal and technical issues into clear, actionable guidance for non-specialist audiences; • policy and organisational insight, including integration of data protection and AI governance into broader corporate policy and digital transformation initiatives; • commercial and contractual fluency, including advising on data processing agreements, procurement, and third-party risk; • strategic independence and professional judgment in accordance with Article 38(3) of the GDPR; • continuity and substitution capability, including provision of a substitute resource of equal or greater calibre without degradation of service quality.		
AC3	Proposed Approach and Methodology to Service Delivery	Tenderers are required to demonstrate their proposed approach and methodology for ensuring that the Services identified in the Specification are delivered in a timely, effective, and proportionate manner and in compliance with applicable legislative and regulatory timeframes. Tenderers should address (non-exhaustive): • the proposed service delivery model for fulfilling the statutory DPO role and providing AI governance advisory services; • communication protocols with the LDA, including escalation routes, handover protocols between DPO resources and compliance with required response times; • reporting arrangements, including governance reporting and monthly tracking of hours against the notional allocation; • the proposed approach where the monthly bank of notional hours is not fully utilised; • key risks or challenges envisaged in the delivery of the Services and proposed mitigation measures. Tenderers must include their proposed draft Service Level Agreement as part of their tender response. This requirement is separate to, and does not count toward, the page limit.	60%	1,500
AC4	Cost	Tenderers are required to complete Schedule 5 – Pricing Schedule. Cost will be evaluated in accordance with the pricing methodology set out in the Instructions to Tenderers.	N/A	3,500
	TOTAL AVAILABLE MARKS			10,000

Table 1

Tender Evaluation Methodology

Marks will be allocated to the responses contained in the Tender Response Document against the Award Criteria and weightings specified in Table 1 above and by reference to the bands set out in Table 2 below (provided they have not been eliminated as deemed non-compliant for failure to meet a minimum requirement).

Weighting	Meaning
91% -100%	A response with very few or no weaknesses that fully meets requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
81% - 90%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
61% - 80%	A response that demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
31% - 60%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 30%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, the response has fundamental flaws or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

Table 2

Award Criterion (Costs)

The Cost Award Criterion will be evaluated and marked using the following formula:

$$\left[1 - \frac{(Tender\ Cost - Lowest\ Tender\ Cost)}{Highest\ Tender\ Cost} \right] \times Weighting$$

Where:

‘Tender Cost’ is the Cost in the tender being evaluated.

‘Lowest Tender Cost’ is the lowest Cost evaluated.

‘Highest Tender Cost’ is the highest Cost evaluated

‘Weighting’ is **the weighting allocated to the costs award criterion in Table 1.**

Determination of most economically advantageous Tender

The marks allocated to each Tender under each award criterion will be added together and the Tender with the highest score will be the most economically advantageous tender. The Contract, if awarded, will be awarded to the Tenderer that submits the most economically advantageous Tender.

Tie-Break Criteria

In the event of a tie and there being no difference in the scores, then the Tender with the highest score for the criterion “Costs” shall be deemed the most economically advantageous Tender.

Proposed Resources

Subject to the terms of the Contract, the Services must be performed by those individuals (or individuals of equivalent standing, subject to approval) that have been identified in the Tender.

Confidentiality of Evaluation

Information deemed to be confidential by the LDA will not be disclosed at any time, save as required by law.

SCHEDULE 5
PRICING SCHEDULE

Tenderers **MUST** complete the Appendix 2 – Pricing and Resource Breakdown.

SCHEDULE 6
TENDERER'S STATEMENT

[Tenderers must complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TO: The Land Development Agency (LDA)

RE: Request for Tenders for the provision of [] services to the LDA

Having examined your Request for Tenders (the "**RFT**") in its entirety, including the Contract as defined therein, we hereby agree and declare the following:

1.	We understand the nature and extent of the Services required to be delivered as described in Schedule 1 to the RFT.
2.	We accept all of the terms and conditions of the RFT and the Contract.
3.	We accept all the Selection as set out at Schedule 3 to this RFT and all the Award Criteria as set out in Schedule 4 of the RFT.
4.	We agree to supply the LDA with the Services in accordance with the RFT and our Tender.
5.	We agree that, if awarded any Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6.	We confirm that we have complied with all the requirements set out in the RFT.
7.	We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Submission Deadline, for the Tender Validity Period (as defined in the RFT). We further confirm that the Tender shall constitute an irrevocable offer valid for acceptance by the LDA during the Tender Validity Period or such further period as may be agreed by the parties.
8.	We shall, if awarded any Contract under the RFT, have in place on the Effective Date of the Contract all insurances (if any) as required by Section 12.15 of the RFT.
9.	We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the LDA, the Evaluation Group (as defined in the RFT) and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the LDA for the purposes of our participation in this Competition and that we will provide evidence of such consent and/or legal basis to the LDA upon request.
10.	We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11.	The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12.	The sub-contractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

SCHEDULE 7
TENDER RESPONSE DOCUMENT

Title of Procurement	
<i>Request for Tenders for the provision of advice and assistance on complying with legislation governing Data Protection (DP) and Artificial Intelligence (AI)</i>	
eTenders ITT ID	
Closing Date and Time for Receipt of Tenders	at 12.00 (noon Irish time)
Organisation Name	
Contact Name	
Contact Email	

General Contact Information

Organisation Name:		
Contact Person:		
Position:		
Address:		
Phone:		
Email:		
Website:		
Date of Establishment, if applicable:	VAT Registration No:	Legal Structure – partnership, limited company, etc.
Details of any sub-contractors or consortium members:		
Name	Proposed Role in Delivery of the Contract	Confirmation relevant information is provided for each party (e.g. financial, experience, or other selection criterion where applicable)

Financial Information – Pass/Fail Criteria

Tax Clearance				
I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/tax-clearance.html To this end, please confirm:			Yes	
			No	
Tenderer Name:				
Tenderer PPSN/ Tax Reference Number:				
Access Number:				
OR I confirm that I hold a current valid paper Tax Clearance Certificate (generally relates to Non-Residents)				
Registration Number:		Certificate Number:		
OR, I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request			Yes	
			No	
Turnover				
I confirm that we have the requisite turnover to be considered for the contract/framework.				
Year	2025	2024	2023	
Month End (e.g. July)				
Turnover				
We Confirm that we have the financial capacity to pay our debts identified on the current statement of assets and liabilities as being the debts as they fall due.			Yes	
			No	
I confirm that I will provide evidence of turnover and capacity to pay our debts promptly on request. NOTE #1: In the case of sole traders or partnerships this condition may be satisfied by a letter of confirmation from a senior partner.			Yes	
			No	
Insurances				
I confirm that we have the following insurances in place				
Insurance Type	Level required if successful	Level in Place	Details of Any Excess	Renewal Date
Employers Liability	€13,000,000	€		
Public Liability	€6,500,000	€		
Professional Indemnity	€1,300,000	€		
AND				
I confirm that if successful, where the levels required under the contract/framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place.				
AND				

I confirm that I will provide the following promptly on request: • evidence of insurances in place or • letter from Insurance Broker confirming that the required levels can be put in place if successful	
---	--

Declaration Re Personal Circumstances – Pass/Fail Criteria

DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU			
Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).			
1.1	Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?	YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
Non-payment of taxes or social security obligations			
1.2	Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?		
Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		

2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1.h	is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
	has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or		
2.1.i	has undertaken to: - unduly influence the decision-making process of the contracting entity, obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or - negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Declaration Re Statutory Obligations – Pass/Fail Criteria

We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment/operation:		YES	NO
(a)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(b)	Employment Equality Acts 1998-2011		
(c)	Equal Status Acts 2000-2011		
(d)	National Minimum Wage Act 2000 as amended		
(e)	Organisation of Working Time Act 1997 as amended		
(f)	Disability Act 2005		
(g)	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, the Data Protection Act, 2018		
(h)	We further confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.		
(i)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority. I certify that the information provided in the Declaration re Personal Circumstances and the Declaration re Statutory Obligations is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in these Declarations will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Tenderer			
Name of Authorised Signatory			
Position			
Signature			

Previous Experience – Pass/Fail Criteria

Previous Experience																								
Weighting: Pass/Fail																								
Tenderers must demonstrate that they have previously completed at least three (3) reference projects each of which: (i) had a minimum value of €50,000 (excluding VAT); and (ii) related to services of a similar nature, scale and complexity to the Services described in Schedule 1 of this RFT, within the last three (3) years. For the purposes of this Selection Criterion, “services of a similar nature, scale and complexity” shall mean the following: <table border="1"> <tr> <td>Nature</td> <td colspan="4">Data Protection and/or AI Consultancy Services</td> </tr> <tr> <td>Scale</td> <td colspan="4">To a contract award value like the one advertised in this RFT</td> </tr> <tr> <td>Complexity</td> <td colspan="4">To an organisation of a similar size and remit of the LDA</td> </tr> <tr> <td>Why it is relevant</td> <td colspan="4">To ensure that the required services have been delivered at a similar scale previously</td> </tr> </table> Tenderers are requested to limit the description of <u>each</u> reference project to a maximum of 2 A4 pages. When evaluating Tenders under this Selection Criterion, the LDA will assess the relevance and strength of the reference project(s) submitted having regard to the scale, nature and complexity of the Services required by the LDA. The LDA may contact any or all referees for verification / clarification of the reference without prior notice being given to the Tenderer.					Nature	Data Protection and/or AI Consultancy Services				Scale	To a contract award value like the one advertised in this RFT				Complexity	To an organisation of a similar size and remit of the LDA				Why it is relevant	To ensure that the required services have been delivered at a similar scale previously			
Nature	Data Protection and/or AI Consultancy Services																							
Scale	To a contract award value like the one advertised in this RFT																							
Complexity	To an organisation of a similar size and remit of the LDA																							
Why it is relevant	To ensure that the required services have been delivered at a similar scale previously																							
Reference Contract #1																								
Client Name:																								
Contact Name:																								
Contact email:																								
Delivery Date:	From		To																					
Contract Value:	€		Period value refers to																					
Detailed Description:																								
Taking account of the features of the contract, please provide information demonstrating comparability with the contract being awarded under this procurement. Details should include the precise services supplied and how the contract was managed. If any sub-contractors were used, explain what they did and the value (in €) of their work. If you carried out the service with others (e.g., as part of a joint venture) explain the nature of your role, the work you did and the value (in €) of your role.																								
Any other relevant information:																								
Reference Contract #2																								

Client Name:				
Contact Name:				
Contact email:				
Delivery Date:	From		To	
Contract Value:	€		Period value refers to	
Detailed Description:				
Taking account of the features of the contract, please provide information demonstrating comparability with the contract being awarded under this procurement. Details should include the precise services supplied and how the contract was managed. If any sub-contractors were used, explain what they did and the value (in €) of their work. If you carried out the service with others (e.g., as part of a joint venture) explain the nature of your role, the work you did and the value (in €) of your role.				
Any other relevant information:				
Reference Contract #3				
Client Name:				
Contact Name:				
Contact email:				
Delivery Date:	From		To	
Contract Value:	€		Period value refers to	
Detailed Description:				
Taking account of the features of the contract, please provide information demonstrating comparability with the contract being awarded under this procurement. Details should include the precise services supplied and how the contract was managed. If any sub-contractors were used, explain what they did and the value (in €) of their work. If you carried out the service with others (e.g., as part of a joint venture) explain the nature of your role, the work you did and the value (in €) of your role.				
Any other relevant information:				

Manpower Levels – Pass/Fail Criteria

Skillset Required	Full Time Equivalent (FTE) Numbers in Tendering Entity	FTEs provided via 3 rd Parties	Minimum Number Required
Account Manager with experience in compliance with Data Protection/ GDPR and AI			2
Support staff with experience in compliance with Data Protection/ GDPR and AI			2
Please attach an organisation chart, clearly identifying all relevant departments, divisions, and 3 rd parties, if applicable.			
Organisation Chart Attached	Yes		No

Technical Resources – Pass/Fail Criteria

Tenderers are required to provide an **Organisation chart** clearly defining roles and responsibilities (identify employees and sub-contractors).

Quality Assurance – Pass/Fail Criteria

Do you operate a quality management system?	Yes		No	
Name of Manager responsible for Quality				
Is it 3 rd party certified or in-house?	3 rd Party Certified			
	In-House			
If 3 rd party certified, please provide the following information:	Date of most recent certification			
	Scope of Certification			
	Name of Certification Body			
	Evidence will be provided on request		Yes	
			No	
If in-house, please provide summary of system:				

Form of Tender – Cost (Award Criterion 1)

To:	
From:	
Re:	

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Request for Tender Document.

Note 1 – The figures above are notional volumes and provide no guarantee of work to be awarded under this framework agreement. It is being used purely to enable assessment of the notional cost for the framework agreement and ensure certainty of rates for work under the framework.

Note 2 - The Hourly Rate for all Personnel proposed must be inclusive of all expenses (including but not limited to, travel and subsistence, administration, etc)

Note 3 - Tenderers are not permitted to adjust the Notional quantities

I/We confirm that I/we:

- In relation to daily/hourly fees all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the framework agreement,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client's requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent agreements as private and confidential,

- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded / framework agreement has been established between the and the Tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract,
- Have included all elements necessary for the performance of the specified requirements, which are either expressly stated in the Tender Document or contained in any supplementary information, or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.
- Agree that as a condition of award, it shall be our sole responsibility to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

AC1		Weighting	Maximum Marks	Minimum Marks Required
Understanding of the Requirements				
		25%	2500	1500
Description	Tenderers are required to demonstrate a clear and comprehensive understanding of the requirements of the Contract and the Services to be delivered in accordance with the Specification. In particular, tenderers should demonstrate their understanding of (non-exhaustive): - the statutory role and responsibilities of the Data Protection Officer under Articles 37–39 GDPR and the Data Protection Act 2018; - the scope, scale, and complexity of the Services, including data protection and AI governance advisory services within a statutory public body; - the LDA’s governance, accountability, and public law obligations, including transparency, audit, record-keeping, and regulatory engagement; - the risks and challenges associated with high-risk processing activities, AI-enabled systems, and the need for independent, risk-based advice;			

	the requirement for continuity of service, professional independence, and timely engagement in line with the Specification.
Tenderers' Response	

AC2		Weighting	Maximum Marks	Minimum Marks Required
Technical Merit and Relevancy of Proposed Resources				
		25%	2500	1500
Description	Tenderers are required to demonstrate the technical merit, capability, and relevance of the proposed resources for delivery of the Services. Tenderers shall submit CVs for two (2) proposed resources : - the Lead Data Protection Officer; and - a substitute or back-up resource capable of performing the Lead DPO role in accordance with the Specification. Assessment will have regard to (non-exhaustive): - professional seniority and depth of post-qualification experience in data protection, privacy, or information governance roles, including acting as or advising a DPO in a complex organisation or public body; - regulatory and technical expertise in GDPR, the Data Protection Act 2018, and EU AI Act / AI governance frameworks, including practical application in operational, ICT, procurement, and data-driven contexts; - public sector contextual awareness, including familiarity with public accountability, transparency, record-keeping, governance, and reporting requirements; - stakeholder and communication skills, including the ability to translate complex legal and technical issues into clear, actionable guidance for			

	non-specialist audiences; • policy and organisational insight, including integration of data protection and AI governance into broader corporate policy and digital transformation initiatives; • commercial and contractual fluency, including advising on data processing agreements, procurement, and third-party risk; • strategic independence and professional judgment in accordance with Article 38(3) of the GDPR; • continuity and substitution capability, including provision of a substitute resource of equal or greater calibre without degradation of service quality.
Tenderers' Response	

AC3		Weighting	Maximum Marks	Minimum Marks Required
Quality & Relevancy of Resources				
		15%	1500	900
Description	Tenderers are required to demonstrate their proposed approach and methodology for ensuring that the Services identified in the Specification are delivered in a timely, effective, and proportionate manner and in compliance with applicable legislative and regulatory timeframes. Tenderers should address (non-exhaustive):			
	- the proposed service delivery model for fulfilling the statutory DPO role and providing AI governance advisory services; - communication protocols with the LDA, including escalation routes, handover protocols between DPO resources and compliance with required response times; - reporting arrangements, including governance reporting and monthly			

	tracking of hours against the notional allocation; - the proposed approach where the monthly bank of notional hours is not fully utilised; - key risks or challenges envisaged in the delivery of the Services and proposed mitigation measures. - Tenderers must include their proposed draft Service Level Agreement as part of their tender response. This requirement is separate to, and does not count toward, the page limit.
Tenderers' Response	

SCHEDULE 8

DECLARATION AS TO THE PERSONAL CIRCUMSTANCES OF TENDERER

Re: Request for Tenders for the Provision of **[insert type of services required]**

NAME: **[Insert Name]**

ADDRESS: **[Insert Address]**

I, **[Insert name of Declarant]**, of **[Insert name of entity]** do solemnly and sincerely declare that:

1. I am a **[insert role of Declarant]** of **[Insert name of entity]** and am authorized by **[insert name of entity]** to make this declaration which relates to a tender (the “**Tender**”) submitted by **[Insert name of entity]** in response to an RFT dated titled **[insert description of competition]** published by the Land Development Agency (“the LDA”);
2. Neither **[Insert name of entity]** nor any person who is a member of the administrative, management or supervisory body of **[Insert name of entity]** nor any person who has powers of representation, decision or control in **[Insert name of entity]** has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the LDA or the law of the state in **[insert country in which entity is established]** is established;
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests;
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. **[Insert name of entity]:**
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions; and
 - b. has carried out the preparation of the Tender independently.
4. **[Insert name of entity]:**
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations;
 - c. is not guilty of grave professional misconduct;
 - d. has not entered into agreements with other economic operators aimed at distorting competition;
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;

- g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016); and
 - i. has not undertaken to unduly influence the decision-making process of the LDA in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. **[Insert name of entity]** does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
 6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
 7. Any sub-contractor, supplier or other entity on whose capacity **[Insert name of entity]** relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the LDA.

Signature of Declarant

Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

_____ (signed)
Practising Solicitor/Commissioner for Oaths

***Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)**

SCHEDULE 9

CONTRACT

Please refer to Appendix 3 for the full Framework Agreement.