Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

ITT SERVICES – CONTRACT

INVITATION TO TENDER FOR THE PROVISION OF DEBT COLLECTION LEGAL SERVICES FOR THE CENTRAL BANK OF IRELAND

(Ref: 2025P170)

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1. INTRODUCTION

1.1 PURPOSE OF THIS DOCUMENT

1.1.1 The Central Bank of Ireland ("**Central Bank**") needs the Debt Collection Legal Services referred to below at section 1.3. The purpose of this document is to invite interested parties ("**Tenderers**") to participate in a competition for the opportunity to provide those services (the "**Competition**"). This Invitation to Tender ("**ITT**") sets out

(a) the nature of the services required (this section 1, and Appendix 1A);

(b) how the Competition is structured and how Tenderers go about participating in the Competition (section 2);

(c) how the responses to the ITT ("**Tenders**") will be assessed to identify the winner of the Competition (the "**successful Tenderer**") (section 3);

(d) general rules which govern the Competition and other important information which interested parties need to be aware of (section 4);

(e) documents which must be completed and included as part of the Tender (Appendices 1A, 1B, 1C, 2and 3)

(f) the contract terms that the successful Tenderer will have to accept and sign (Appendix 4); and

(g) a glossary to help Tenderers understand some of the specific terms used in this ITT (Appendix 5).

It is very important that Tenderers read all of the Tender Documents in full and ensure they are fully familiar with the Central Bank's requirements and the Competition rules. Failure to do so, and/or to comply with the rules, may mean that a Tenderer is eliminated from the Competition, even if it has in principle submitted the best Tender. In the event that Tenderers have a specific query in relation to the Tender Documents, such query should be submitted to the Central Bank in accordance with section 2.5 below.

1.2 THE CONTRACTING AUTHORITY

1.2.1 The Central Bank of Ireland serves the public interest by safeguarding monetary and financial stability and by working to ensure that the financial system operates in the best interests of consumers and the wider economy.

1.3 THE OPPORTUNITY

1.3.1 This Competition offers interested service providers the opportunity to tender for a contract (the "**Contract**") for the provision of Debt Collection Legal Services to the Central Bank. The services are more fully described in Appendix 1A (the "**Services**") and Tenderers should read Appendix 1A in full to understand what is involved.

1.3.2 The Central Bank intends to identify one successful Tenderer for the award of the Contract.

1.3.3 The duration of the Contract is intended to be 3 years, although the Central Bank has the right to terminate it earlier. The Central Bank also has the right to extend the duration of the Contract by any period or series of periods up to a total of 2 years, so that the Contract may ultimately have a maximum total duration of 5 years. The Contract in Appendix 4 sets out the rules on termination and extension and Tenderers should review them in detail.

1.3.4 The Central Bank invites Tenderers to submit Tenders to be considered for the Contract.

1.3.5 Not used

1.4 THE CONTRACT

1.4.1 Subject to the Central Bank's rights as set out in this ITT, the successful Tenderer will be required to sign a Contract with the Central Bank. The form of Contract, which the successful Tenderer will be required to sign, is set out at Appendix 4 to this ITT. The Contract sets out the overall relationship between the Central Bank and the successful Tenderer for its duration. Tenderers should read the Contract to see how it will operate. The successful Tenderer will also be required to comply with the Central Bank's policies in carrying out the Services, and Tenderers should review the Contractor Policy Pack published on the Central Bank website at the following link: **Contractor Policy Pack**.

1.4.2 Tenderers should be aware that there is no guarantee as to the volume of work that may be awarded under the Contract. Any references in this ITT to notional volumes of services for evaluation purposes are not to be taken as any indication of the actual volumes that may be awarded under the Contract.

1.4.3 This Competition is not regulated by the European Union (Award of Public Authority Contracts) Regulations 2016.

1.4.4 **It is the responsibility of Tenderers to make sure they fully understand the rules of the Competition and to get whatever advice they require in this regard, along with engaging with any appropriate internal stakeholders, such as sales, procurement, legal and IT, at an early stage in the preparation of their Tender.**

1.4.5 **Tenderers may not, in their Tenders, amend the Contract.** Any attempt to do so, or to enter into negotiation with the Central Bank following the submission of Tenders, may result in the Tenderer being excluded from this Competition. Tenderers can raise queries about any aspect of this Competition (see section 2.5). Any queries or issues that Tenderers have, including in relation to the Services or the Contract should be raised with the Central Bank **before the submission of Tenders** (using the query procedure set out at section 2.5 of this ITT), so that the Central Bank can review and respond to them in good time before the deadline for submission of Tenders. It is too late for Tenderers to engage in discussions in relation to contract terms after Tenders are submitted. Tenderers are encouraged to make good use of the query facility.

2. THE COMPETITION

2.1 STRUCTURE OF THE COMPETITION

2.1.1 This Competition is being run as an open procedure, which means that Tenderers are required to submit information about their general ability to provide the Services (selection information) and also details of their specific offer for providing the Services (award information). Section 3 of this ITT explains how both the selection information and award information will be assessed for this Competition.

2.1.2 The anticipated timetable for the Competition is set out below, although Tenderers should note that this is indicative only and may be subject to change:

Tender Milestone	Date
Issue of ITT	19/06/2026
Closing date for receipt of queries	03/07/2026
Deadline for receipt of Tenders	14/07/2026

2.2 TENDER SUBMISSION

2.2.1 **The closing date and time for receipt of Tenders is 12:00 pm on 14/07/2026 ("Closing Date").** Tenders must be received by the Closing Date. The Central Bank has the right to extend the Closing Date for receipt of Tenders, and if it does so it will notify Tenderers via the eTenders website (**www.etenders.gov.ie**). Tenderers will see from the Tenderer's Statement in Appendix 2 that Tenders are required to be kept open for acceptance for a specified period from the Closing Date.

2.2.2 In order to submit a document to the eTenders post-box, Tenderers must click "Submit Response". After submitting, Tenderers can still modify and re-send their response up until the Closing Date, but the "Submit Response" button **will be disabled automatically** upon expiration of the Closing Date.

2.2.3 Tenderers should familiarise themselves with the operation of the eTenders post-box (including size constraints for uploads) and should ensure that they give themselves sufficient time to upload all required information before the Closing Date, bearing in mind that upload speeds vary. It is not advisable to wait until the last moment to upload documents in case of connection difficulties or other technical problems. It is the responsibility of Tenderers to ensure that their Tender(s) reach the eTenders post-box on time and the Central Bank has no responsibility in this regard.

2.2.5 Similarly, the Central Bank is not responsible for corruption in documents. Tenderers must ensure documents are not corrupt. All Tenders submitted must be compiled such that they can be downloaded and read immediately using PDF, or Microsoft Office format readers.

2.2.6 Tenders must be submitted in English. If a Tender contains original documentation (such as a reference) which is in another language, it must be accompanied by a translation into English and the English-language version will be definitive. The Central Bank has the right to ask the Tenderer to submit a notarised translation, at the Tenderer's cost, if required.

2.3 TENDER CONTENTS

2.3.1 It is the responsibility of Tenderers to read this ITT thoroughly and ensure that they fully understand what must be submitted to the Central Bank in their Tender. Tenderers should note that, when preparing their Tender:

(a) Only the completed Pricing Schedule may contain any pricing information;

(b) Tenders should be fully paginated, with an index clearly showing the location of the various elements of the Tender. Cross-referencing among different parts of the Tender is not permitted. While the Central Bank has the right to take material from one part of a Tender into account in another part, it is not obliged to do so, and Tenderers may not assume that the Central Bank will search through their Tender to find relevant material in response to any particular requirement;

(c) All information supplied by a Tenderer may be treated as contractually binding, if the Tender is accepted by the Central Bank;

(d) Tenders will be assessed on the basis of the information contained in the Tender (as may be clarified in accordance with the provisions of this ITT). Tenderers should not assume that the Central Bank has any prior knowledge of them or of their service provision;

(e) The Central Bank will not follow web links in any documentation;

(f) Each Tenderer must indicate, in their Tender, any share of the contract that it may intend to subcontract to third parties, if successful (see also section 2.7 below).

2.4 COMPLIANCE

2.4.1 Tenders will be checked for compliance with the requirements of this ITT, and the Central Bank's decision about whether the Tender is compliant or not, and the consequences of that, will be final.

2.4.2 Tenderers must comply with this ITT, and must not alter or edit it in any way (save for completing sections where instructed to do so). Tenders must not be qualified in any way (this includes making the Tender expressly or implicitly conditional on certain assumptions). Tenders must not include, or be accompanied by, any statement that could be construed as rendering the Tender equivocal, or which puts the Tender on a different footing from other Tenders. Tenders must contain all the information which this ITT requires to be submitted with the Tender.

2.4.3 If the Central Bank decides that a Tender does not comply with this ITT, the Central Bank may take any action it considers appropriate at its discretion (Tenderers are reminded of the provisions of section 4.6.2 in this regard). Examples of actions the Central Bank may take include the following:

(a) reject the Tender for non-compliance;
(b) without prejudice to the right to reject the Tender:
  (i) seek clarification or further information from the Tenderer (including the provision of missing information or information provided in an incorrect form);
  (ii) waive a requirement which, in the opinion of the Central Bank, is non-material or procedural;
  (iii) clarify or revise the Central Bank's requirements and invite Tenderers to submit revised information based on the updated requirements.

2.5 COMMUNICATIONS AND QUERIES

2.5.1 Each Tenderer must appoint a representative who will be responsible for communicating with the Central Bank. All communications with the Central Bank will be through this representative. In circumstances where this representative is away or unavailable, it is the responsibility of Tenderers to ensure that another person in the Tenderer takes responsibility for checking communications from the Central Bank in relation to this Competition. The Central Bank is not responsible for communications (including updates and clarifications) being missed or not received by Tenderers. The Tenderer must complete the table in Appendix 2 setting out the name, title, telephone number, postal address, and e-mail address of this nominated representative. Correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.

2.5.2 Tenderers must communicate with the Central Bank **via the messaging facility on www.etenders.gov.ie** and may not contact the Central Bank directly regarding any aspect of this Competition unless expressly invited to do so by the Central Bank.

2.5.3 If Tenderers have queries relating to any aspect of this Competition (including this ITT), they must be raised with the Central Bank (via the messaging facility, as described above) before 12:00 noon on 03/07/2026 (although the Central Bank may at its discretion answer queries received after this time).

2.5.4 The Central Bank will endeavour to respond to all queries raised in good time, but does not undertake to do so. All responses to queries will be issued via the messaging facility on www.etenders.gov.ie. Tenderers should therefore ensure they register their interest in this Competition by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive responses to queries and other updates in relation to this Competition.

2.5.5 Subject to section 2.5.6 below on confidential queries, the responses to queries will be issued to all Tenderers, although the identity of Tenderers raising the query will not be disclosed. Where it considers appropriate, the Central Bank may amalgamate queries or edit the text of queries, for example to avoid disclosing the identity of the questioner.

2.5.6 Where a Tenderer believes a query is confidential or commercially sensitive, it must mark the query 'Confidential' and set out why it believes the query is confidential/commercially sensitive. If the Central Bank, in its discretion, is satisfied that the query is confidential or commercially sensitive, the query and the response will be kept confidential (without prejudice to section 2.5.8 and subject to any legal obligations on the Central Bank).

2.5.7 If the Central Bank does not consider it would be appropriate to answer the query on a confidential basis, it will tell the Tenderer and give the Tenderer a short opportunity to object to the Central Bank's view and explain why, or to withdraw the query. If the Tenderer does not withdraw the query, or object to the Central Bank's view, within the period allowed, the Central Bank may issue the query and response to all Tenderers. Even if the Tenderer objects, or withdraws the query, if the Central Bank considers that, notwithstanding the objection, the query is not confidential/commercially sensitive, it may issue the query and response to all Tenderers.

2.5.8 The Central Bank has the right, at any time, to issue clarifications or updated information to Tenderers via the eTenders messaging facility. This may include information prompted by a confidential query, even if the confidential query has been withdrawn by a Tenderer.

2.5.9 Tenderers are reminded that, as set out at section 1.4.4, any issues they have regarding the Contract must also be raised via the query process set out in this section 2.5.

2.5.10 If a Tenderer becomes aware of any ambiguity, discrepancy, error or omission in the Tender Documents, it should immediately notify the Central Bank, even after the deadline for queries has expired. The Central Bank will, following receipt of such notification, consider the issue raised and respond to Tenderers via the messaging facility on eTenders. The Central Bank is not liable for any such ambiguity, discrepancy, error or omission.

2.6 CONFLICTS OF INTEREST AND REGISTRABLE INTERESTS

2.6.1 If at any time a Tenderer is or becomes aware of any conflict of interest (actual or perceived), or a potential conflict of interest, on the part of a Tenderer, a sub-contractor, or any individual employee(s) or agent(s) of a Tenderer or sub-contractor(s), it must promptly disclose this to the Central Bank via the eTenders messaging facility. This obligation to notify the Central Bank is an on-going one throughout this Competition (and Tenderers will note that the Contract also contains provisions in this regard).

2.6.2 Where there is any conflict of interest or potential conflict of interest, the Central Bank may invite the relevant Tenderer(s) to propose means by which the conflict might be addressed. The Central Bank will, at its discretion, decide on the appropriate course of action to address the conflict, which may include eliminating a Tenderer from the Competition or terminating any contract entered into by a Tenderer.

2.6.3 Any "**Registrable Interest**" involving a Tenderer or a sub-contractor (or any individual employee(s) or agent(s) of a Tenderer or sub-contractor(s)) and the Central Bank, or employees, officers or representatives of the Central Bank and their "**Relatives**" must be fully disclosed in the Tender. If it only comes to the Tenderer's notice after the submission of the Tender, it should be communicated to the Central Bank immediately.

2.6.4 "Registrable Interest" and "Relative" for this purpose are interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001, available at www.irishstatutebook.ie. The Central Bank will, at its discretion, decide on the appropriate course of action to deal with any Registrable Interest, which may include eliminating a Tenderer from the Competition or terminating any contract entered into by a Tenderer.

2.7 GROUP TENDERERS

2.7.1 Where a group of undertakings (in whatever form and irrespective of the legal relationship between them) come together with the purpose of submitting a Tender in response to this ITT, the single representative referred to in section 2.5.1 must be authorised to represent all members of that group of undertakings, and the Central Bank will take this to be the case in its communications with that Tenderer.

2.7.2 The Tenderer must complete the table in Appendix 2 setting out the name, title, telephone number, postal address, and e-mail address of the nominated representative who is authorised to represent all members of the group and with whom the Central Bank shall communicate until this Competition has been completed or terminated. As set out in section 2.5.1, correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.

2.7.3 In addition, a single entity from the tendering group will be required to carry overall responsibility for the obligations under the Contract as prime contractor ("**Prime Contractor**"). All other members of the group will be required to be sub-contractors to the Prime Contractor. Such other group members will be considered sub-contractors for the purposes of this Competition, regardless of how the group may have organised itself. Tenderers should also note the provisions of section 3.2.2 in this regard.

2.7.4 Group Tenderers must set out in their Tender the roles of each member of the group in the delivery of the Services.

2.8 MULTIPLE PARTICIPATION

2.8.1 Where any entity wishes to participate in (or act as an advisor to) more than one Tenderer for this Competition, or wishes to tender both in its own right and with another Tenderer, it is the responsibility of that entity to ensure that it has notified each Tenderer with which it is participating that it is involved with more than one Tenderer, and it must be able to produce evidence to the Central Bank, upon request, that it has done so. If Tenders are submitted and this section 2.8.1 has not been complied with, the Central Bank may take such steps as it considers appropriate, which may include eliminating one or more of the relevant Tenderers from the Competition.

2.9 WITHDRAWAL FROM THIS COMPETITION

If at any stage Tenderers decide to withdraw from this Competition, they must notify the Central Bank via the messaging facility on the eTenders website.

2.10 SITE VISIT

Not used

3. HOW THE SUCCESSFUL TENDERER WILL BE IDENTIFIED

3.1 STEPS IN THE AWARD PROCESS

3.1.1 Following the Closing Date, Tenders will be opened by the Central Bank and an initial check for completeness and compliance with this ITT will be carried out. While the Central Bank has the right to seek clarification from Tenderers in relation to completeness and/or compliance issues, it may eliminate Tenders that are incomplete and/or non-compliant following the initial compliance check.

3.1.2 Subject to section 3.1.6, Tenders which are not eliminated on the basis of the initial completeness or compliance check will be checked to ensure that the Tenderer meets the selection criteria set out in section 3.2.A and 3.2.B. Further detail on this is set out in section 3.2. Tenders which do not pass these checks will be eliminated.

3.1.3 Subject to section 3.1.6, Tenders which are not eliminated on the basis of sections 3.1.1 or 3.1.2 will be assessed against the award criteria set out in section 3.3.1, in order to identify the successful Tenderer. If the award criteria table in section 3.3.1 identifies minimum marks which must be achieved, Tenders which do not achieve these minimum marks in the award criteria assessment will be eliminated.

3.1.4 For each Tender, the marks awarded under each award criterion will be totalled and the Tenders will be ranked from highest to lowest according to the total score achieved. Of the non-eliminated Tenders, the Tenderer who submits the most economically advantageous Tender (following the application of a tie-break, if necessary) will be awarded the Contract (subject to satisfactory verification of any self-declarations in the Tender, as described in section 3.2; the pre-conditions to contract award referred to at section 3.6; and the Central Bank’s general right to cancel this Competition without entering into any contract with any Tenderer).

3.1.5 All Tenderers will be notified of the outcome of the assessment exercise and the Central Bank will proceed to sign the Contract with the successful Tenderer (again, subject to its general right to cancel this Competition without any award). Further detail on this is set out in sections 3.6 and 3.10.

3.1.6 The steps set out at sections 3.1.1 to 3.1.4 may be carried out in any order or in parallel. Without prejudice to the generality of that, in particular the Central Bank reserves the right to examine tenders before carrying out the check referred to in section 3.1.2. The fact that a step has been carried out in relation to a particular Tender is not an indication that the Tender has been deemed to have successfully passed the other steps. The Central Bank has the right not to carry out any of these steps in relation to a particular Tenderer if it has determined that that Tenderer is to be eliminated from the Competition on foot of another step. Tenderers whose Tenders are eliminated from the Competition are not eligible for the award of the Contract.

3.1.7 The Central Bank has the right, at its discretion, to clarify, and/or verify, anything provided by the Tenderer in response to this ITT. However, Tenderers may not assume that they will be given any opportunity to clarify their Tenders or submit any supplementary material. Tenderers should carefully read what they are asked to submit, and how their Tenders will be marked, and tailor their responses accordingly.

3.2 SELECTION CRITERIA AND SELECTION INFORMATION ASSESSMENT

3.2.1 This section 3.2 allows for Tenderers to respond to the selection criteria by self-declaration in the first instance. Tenderers must be in a position to supply any supporting documentation required to substantiate the declarations made in the declarations in accordance with any timeframe specified by the Central Bank. If the Tenderer fails to provide the supporting documentation, or the supporting documentation does not support the declarations made in the Tender in respect of any selection criterion, the Central Bank will deem the Tenderer to have failed that selection criterion (following further clarification with the Tenderer, if considered appropriate by the Central Bank at its discretion).

3.2.2 Tenderers should note that the Central Bank will only enter into the Contract with the entity which submitted the Tender. Tenderers should therefore ensure that their responses relate to the entity which will contract with the Central Bank if successful (bearing in mind the provisions of section 2.7 regarding group tenderers).

3.2.3 At the selection assessment, Tenders will be assessed to determine whether the Tenderer meets the selection criteria set out at 3.2.A and 3.2.B below (see section 3.2.4).

3.2.4 As regards the selection criteria, Tenderers will either pass or fail each of the selection criteria in sections 3.2.A and 3.2.B. If the Tenderer fails any of the selection criteria, it will be eliminated from the Competition.

3.2.5 Tenderers should note that, although this section 3.2 anticipates that supporting documentation for any self-declarations will be required from the successful Tenderer following the submission of Tenders, the Central Bank has the right to ask Tenderers for supporting documentation at any time during the Competition.

3.2.A. Economic and Financial Standing:

(a) Tenderers must declare that they satisfy the financial and economic standing requirement(s) set out at section 3.2A(b) below and that they are able, upon request and without delay, to provide any supporting documentation specified at section 3.2.A(b) to the Central Bank in each case.

(b) Tenderers must provide evidence of certified turnover of not less than €300,000 for each of the last three (3) previous financial years (or where the date of establishment of the Tenderer is more recent for each year the Tenderer has been established).

The supporting documentation which will be required for verification is certificates of turnover from the Tenderer's auditors or accountants as the case may be.

(c) Upon request from the Central Bank, Tenderers must provide any supporting documentation requested without delay, but no longer than five (5) working days from the date the request is issued. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Central Bank of the reason and, if the Central Bank considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Central Bank, their economic and financial capacity.

3.2.B Technical and Professional Ability:

(a) Tenderers must declare that they satisfy the technical and professional requirement(s) set out below at section 3.2B(b) and that they are able, upon request and without delay, to provide any supporting documentation specified at section 3.2.B(b) to the Central Bank in each case.

(b) Tenderers must demonstrate to the satisfaction of the Central Bank that they have the skills and experience necessary to carry out the Services if their Tender is successful.

In order to demonstrate that the Tenderer meets this criterion, in addition to Appendix 4 – Tenderers Statement, each Tenderer must submit, **with its Tender**, details of two (2) reference contracts that demonstrate, to the satisfaction of the Central Bank, all of the below:

1. Experience in providing Legal Debt Collection services to Financial Service Institutions, the Public Sector, semi-state or commercial state bodies.

Both of the requirements do not need to be demonstrated within each individual reference project, but taken together the two reference projects must demonstrate that 1. above is met.

Both reference contracts must be within the 36 months prior to the deadline for submission of Tenders. Contracts outside this timeframe will not be considered.

Tenderers **must** use the table format in **Appendix 6** for their answers and must respond to each element of the table.

In completing the table for each reference project, Tenderers must provide sufficient information to allow the Central Bank to evaluate whether (1) is met.

(c) Upon request from the Central Bank, Tenderers must provide any supporting documentation requested without delay, but no longer than five (5) working days from the date the request is issued. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Central Bank of the reason and, if the Central Bank considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Central Bank, that they have the required capacity.

3.3 AWARD CRITERIA AND ASSESSMENT

3.3.1 The award of the Contract, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria set out in the table below, identifying the most economically advantageous Tender. Appendix 1A and Appendix 3 set out what Tenderers need to submit for assessment against these criteria. Tenderers should note that substantive responses must be provided to the award criteria in the Tender, and it shall not suffice to purport to respond to the award criteria by way of declaration.

Award Criteria:		**Max Mark Available**	**Min pass mark**
1	Methodology and Approach for Service Delivery	350	210
2	Proposed Deployment of Resources	250	N/A
3	Price		N/A
	3.1 Hourly Rates	100	
	3.2 Service Elements (see price breakdown of marks for each Service Element (1 – 7) in Appendix 3 – Pricing Schedule)	300	
	Total	**1,000**	

3.3.2 Appendix 3 explains how marks will be awarded under the “price” criterion. For each of the other criteria, the Central Bank will initially award a raw score out of 10, bearing in mind the scoring guidance set out in the table below. Marks may be awarded in increments of 0.5, including between bands where evaluators consider this is appropriate (for example, a response which is considered to fall between the “good” and “very good” bands could receive a mark of 6.5).

The raw score awarded will then be converted into a mark out of the maximum mark available, by applying the following formula:

((raw score)/10) * (maximum mark available for that criterion) = mark awarded.

The mark awarded will be calculated to two decimal places, applying standard rounding rules. So, for example, if a criterion had a maximum mark of 25 and the raw score awarded was 6.5, the mark awarded would be 16.25 (ie, ((6.5)/10) * 25).

Scoring range	Meaning
9 - 10	Excellent response
7 - 8	Very good response
5 - 6	Good response
3 - 4	Fair response
1 - 2	Poor response
0	Failed to address criterion

3.4 TIE BREAK

3.4.1 In the event of a tie between non-eliminated Tenders following the application of all of the award criteria under paragraph 3.3, then the Tender with the higher total mark for award criteria 1 and 4 together shall be deemed the more economically advantageous tender (and shall rank higher than the Tender(s) with which it was tied).

3.5 PRESENTATION OF PROPOSALS

3.5.1 Not used

3.6 NOTIFICATION OF OUTCOME

3.6.1 Tenderers will be informed of the outcome of their Tender following Tender evaluation. The successful Tenderer will be informed of any pre-conditions to contract award which will be applied by the Central Bank – these may include conditions relating to tax clearance (section 3.7), insurance (section 3.8), data protection (Appendix 1B), information security (Appendix 1C).

3.6.2 Tenderers should note that the Central Bank may, when notifying unsuccessful Tenderers of the results of this Competition, include any information which the Central Bank considers is required by law to be disclosed.

3.7 TAX CLEARANCE

3.7.1 Prior to entering into the Contract, the successful Tenderer will be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of its tax status by the Central Bank. By supplying these numbers, the successful Tenderer agrees that the Central Bank has their permission to verify the tax cleared position online. It is a precondition to entering into the Contract with the successful Tenderer that the Central Bank is satisfied with the Tenderer's tax status.

3.8 INSURANCE

3.8.1 Tenderers should note that it will be a condition of the award of the Contract that the successful Tenderer will maintain minimum levels of insurance with reputable insurers, to at least the levels specified below.

Type of Insurance	Level of Insurance Required
Public Liability Insurance	Minimum indemnity of not less than €6,500,000 (six million five hundred thousand euro) for any one occurrence.
Employers' Liability Insurance	Minimum indemnity of not less than €13,000,000 (thirteen million euro) for any one occurrence.
Professional Indemnity Insurance	€1,000,000 limit in the aggregate per insurance year.

3.8.2 Tenderers are not obliged to have such insurances in place in order to participate in the Competition, but the specified insurances will be required to be in place before the award of the Contract (and evidence that the insurances are in place will be required). If the successful Tenderer does not produce evidence that the required insurances are in place within five (5) working days of a request being made (or such other period as the Central Bank may specify), the Central Bank will have the right to award the Contract to another Tenderer.

The relevant insurance levels will be required to be maintained throughout the term of the Contract. In the case of Professional Indemnity Insurance, the relevant level of insurance will be required to be in place for the duration of the Contract **and** for a period of six (6) years thereafter.

3.9 COLLATERAL WARRANTIES

3.9.1 Not used

3.10 RETURN OF SIGNED CONTRACT

3.10.1 The successful Tenderer must **sign and return** the Contract in duplicate to the Central Bank no later than **5 working days** from the date the Central Bank issues them to the Tenderer for signature, unless the Central Bank agrees otherwise in writing. A signed Contract returned by the successful Tenderer is not binding on the Central Bank until the Central Bank has counter-signed it.

3.10.2 Where the Tenderer has not returned the signed Contract within the period allowed by the Central Bank, then the Central Bank may (but is not obliged to) eliminate the Tenderer and award the Contract to the next highest-ranked Tenderer.

3.10.3 Without prejudice to section 3.10.2, if for any reason it is not possible to award the Contract to the designated successful Tenderer emerging from this Competition, or if, having awarded the Contract, the Central Bank considers that the successful Tenderer has not met its obligations, the Central Bank reserves the right to award the Contract to the next highest scoring Tenderer. This is without prejudice to the right of the Central Bank to cancel this Competition and/or initiate a new contract award procedure.

4. IMPORTANT INFORMATION

4.1 NOTICE

4.1.1 The Central Bank has tried to provide comprehensive and accurate information in the Tender Documents. However, this information has not been independently verified, and the Central Bank makes no representation or warranty (express or implied) about any of the contents of the Tender Documents. It is the responsibility of Tenderers to make sure they fully read and understand the Tender Documents and raise any queries they have with the Central Bank in accordance with the query process in section 2.5. The Central Bank has no liability or responsibility in relation to the accuracy, adequacy or completeness of any information in the Tender Documents, any claim due to a lack of knowledge or misunderstanding on the part of any Tenderer, or otherwise in relation to the Competition. Tenderers must make their own assessment of the Central Bank’s requirements and the solution needed to meet them. Tenderers will be deemed to have made themselves fully aware of any matters which might affect or influence the preparation of their Tenders.

4.1.2 Tenderers should understand that nothing contained in the Tender Documents is, or can be relied upon as, a representation of fact or a promise regarding the future. Neither the issue of the Tender Documents, nor any of the information set out in them, can be regarded as a commitment or representation on the part of the Central Bank to enter into any contractual arrangement, and the Central Bank may cancel this Competition at any time without awarding the Contract. Apart from the Tenderer’s irrevocable undertaking to keep their Tender open for acceptance for the prescribed period, and any undertaking that a Tenderer may be required to give in respect of confidentiality, no legal relationship or other obligation will arise between any Tenderer and the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until the Tenderer has signed and the Central Bank has countersigned the Contract in writing, and any conditions precedent to the Contract have been fulfilled. Any notification to a Tenderer that it has been identified as the successful Tenderer does not give rise to any enforceable rights by the Tenderer.

4.1.3 This ITT supersedes any previous documentation, communications and/or correspondence between the Central Bank and Tenderers and Tenderers should place no reliance on any such previous interaction.

4.1.4 Tenderers are liable for all of their own costs and expenses arising from their participation in the Competition, including in respect of any site visits, the preparation and submission of Tenders, and any subsequent clarifications or presentations. The Central Bank has no obligation to reimburse any Tenderer for any costs or losses (including economic loss) incurred as a result of participation in the Competition, regardless of whether or not the Competition results in the award of a contract and regardless of the reason for the outcome of the Competition.

4.2 SOCIAL AND LABOUR LAW

4.2.1 In fulfilling its Contract obligations, the successful Tenderer and its sub-contractors (if any), will be required to comply with all applicable law.

4.2.2 The Protection of Employees (Temporary Agency Work) Act 2012 (the "**2012 Act**") provides that in certain circumstances, 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 Services to the Central Bank will involve the provision of Agency Workers (within the meaning of the 2012 Act), without prejudice to the generality of section 4.2.1 Tenderers should ensure that they are mindful of their obligations under the 2012 Act when pricing their Tender. The Central Bank will 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 Services.

4.2.3 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services. Tenderers must comply with any applicable statutory terms relating to minimum pay and to legally binding sectoral agreements and, without prejudice to the generality of section 4.2.1, must take these into account when preparing Tenders.

4.3 PUBLICITY, CONFIDENTIALITY, DATA PROTECTION, AND ACCESS TO INFORMATION

4.3.1 The Central Bank has the right (and in some cases may have an obligation) to publicise or disclose to any third party information regarding the Contract, the identity of Tenderers (including sub-contractors), their advisors/funders, and/or the Competition itself. However, Tenderers may not engage in any publicity about the Competition or the award of the Contract unless the Central Bank has given express prior written consent to do so. This includes statements to the media and/or publication on any website or on social media.

4.3.2 All material made available by the Central Bank to Tenderers during the course of this Competition

(a) is the property of the Central Bank and is furnished for the sole purpose of replying to this ITT; and

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Central Bank and, in particular, should not be used, reproduced, or labelled in a way that would disclose the identity of the Central Bank.

4.3.3 The Central Bank is or may be or may become subject to legislation on access to information, such as the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018. Information provided by Tenderers during this Competition (including personal data submitted) may be liable to be disclosed under any such legislation. Each Tenderer should therefore consider whether any information it provides to the Central Bank in the course of this Competition is commercially sensitive and/or confidential and advise the Central Bank accordingly, clearly explaining why it considers the information is commercially sensitive and/or confidential. The Central Bank will take this into account when considering any requests for access to such information under access to information legislation, and may consult with the Tenderer regarding its release where required by legislation to do so (although Tenderers should note that the information may still be released). Where Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to an access to information request without further notice to or consultation with the Tenderer. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Tenderer. If the Central Bank decides to release particular information relating to a Tenderer, the Tenderer may have the option to appeal this decision in accordance with the provisions of the relevant legislation.

4.3.4 Each Tenderer, in submitting its Tender, acknowledges that

(a) it is aware of Section 11(9) of the Freedom of Information Act 2014, by which it is under an obligation to furnish to the Central Bank, at the request of the Central Bank, any record in the possession of the Tenderer insofar as it relates to the provision of the Services by the Tenderer to the Central Bank; and

(b) such record shall be retained by the Central Bank for such period as is reasonable in the particular circumstances.

4.3.5 Where a Tenderer includes any personal data in its Tender, including any personal data relating to Tenderer personnel, by submitting its Tender the Tenderer confirms that such personal data is provided to the Central Bank in full compliance with Data Protection Law and that the Central Bank is entitled to process such personal data for the purposes of this Competition (including where necessary to deal with any procurement challenges or queries), for establishing and operating the Contract, and to comply with any legislation on access to information (see section 4.3.3). The Tenderer shall also ensure that any data subjects whose personal data is provided to the Central Bank are made aware of the uses and disclosures which may be made by the Central Bank of such personal data for the purposes of compliance with fair and transparent processing obligations under Data Protection Law. "**Data Protection Law**" means all applicable data protection law, including the EU General Data Protection Regulation (Regulation 2016/679), the Data Protection Acts 1988 to 2018 and the European Communities (Electronic Communications Networks and Services)(Privacy and Electronic Communications) Regulations 2011). Our Data Protection Privacy Notice regarding how we collect and use personal data is on our website at the following link: **Data Privacy Notice**. The Office of Government Procurement has also made a data protection privacy notice available at **eTenders Data Privacy Notice** in relation to its collection and use of data.

4.3.6 Should any personal data be made available to Tenderers as part of the Competition, each Tenderer must ensure it complies with Data Protection Law in relation to that personal data, including:

(a) only processing such personal data to the extent reasonably required for the purposes of the Competition;

(b) ensuring it returns/destroys all such personal data when it is no longer required for the purposes for which it was made available to the Tenderer; and

(c) taking all necessary organisational and technical measures to protect the personal data from unauthorised disclosure or loss.

4.3.7 Tenderers shall:

(a) observe the policies of the Central Bank with respect to data protection requirements related to any personal data used in connection with the Competition; and

(b) notify the Central Bank of any unauthorised use or disclosure of personal data made by the Tenderer, its employees or agents.

4.3.8 The successful Tenderer's obligations in respect of data protection during the term of the Contract are set out in the Contract.

4.4 CHANGE OF TENDERER STATUS

4.4.1 If there is any change to the information submitted in a Tender following its submission (for example, a new conflict of interest or new ground for exclusion arises), then the relevant Tenderer must immediately inform the Central Bank via the eTenders messaging facility. The Central Bank may revise any assessment it has made of the Tenderer's Tender (including whether the Tenderer meets the selection criteria) based on the new information. Failure to notify such changes may result in elimination from the Competition.

4.4.2 If it comes to the Central Bank's attention (whether under section 4.4.1 or otherwise) that

(a) there has been a change in circumstances concerning a Tenderer that could affect the Central Bank's assessment of that Tenderer's Tender; or

(b) information submitted by a Tenderer was (when submitted) or has become untrue, incorrect, incomplete or misleading

the Central Bank may revise any assessment it has made of the Tenderer's Tender (including whether the Tenderer meets the selection criteria) based on the new information.

4.5 NO CANVASSING OR COLLUSION

4.5.1 Where there is a link of any nature between the Tenderer and any other Tenderer submitting a Tender in this competition (for example, but not limited to, where both Tenderers are members of the same corporate group), the Tenderer must disclose this in its Tender.

4.5.2 If any Tenderer (or a person associated with a Tenderer such as an employee or advisor of the Tenderer), in connection with this Competition or the Contract:

(a) directly or indirectly canvasses or offers any inducement, fee or reward to any employee or agent of the Central Bank or its advisors;

(b) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018, or the Regulation of Lobbying Act 2015 or any other applicable law in the field of fraud or corruption;

(c) approaches any employee or agent of the Central Bank or its advisors except as expressly authorised in this ITT

that Tenderer may be eliminated from the Competition, without prejudice to any other civil remedies available to the Central Bank and without prejudice to any criminal liability which such conduct may attract.

4.5.3 Any Tenderer who, in connection with this Competition:

(a) fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Tenderer;

(b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from participating in the Competition;

(c) causes or induces any person to enter such agreement as is mentioned in this section 4.5.3;

(d) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission which is likely to undermine the Competition or affect any other Tender or proposed Tender; or

(e) communicates the contents of its Tender to any person other than the Central Bank (or those it needs to consult for the purposes of preparing its Tender) or carries on any other form of co-operation or collusion which the Central Bank considers has actually or potentially undermined the Competition

may be eliminated from the Competition, without prejudice to any other civil remedies available to the Central Bank and without prejudice to any criminal liability which such conduct may attract.

4.5.4 Tenderers' attention is drawn to the Competition Acts 2002 to 2017, under which Tenderers who collude on prices or terms in a public procurement competition may be guilty of an offence.

4.6 RESERVED RIGHTS AND DISCRETION

4.6.1 The Central Bank has the right at any time, without liability, to:

(a) change the tender procedures (including the timetable for the Competition);

(b) amend the Tender Documents by notice in writing to the Tenderers (via the eTenders messaging facility);

(c) not furnish Tenderers with additional or updated information in respect of any aspect of the Contract and/or the Competition;

(d) reject any or all of the Tenders received;

(e) not award the Contract;

(f) terminate the Competition at any time;

(g) take any step that it considers appropriate to ensure that healthy competition is maintained during the Competition.

4.7 APPLICABLE LAW AND JURISDICTION

4.7.1 This ITT is governed by and shall be construed in accordance with the laws of Ireland. The Irish courts will have exclusive jurisdiction in relation to any disputes arising from this ITT.

APPENDIX 1A

REQUIREMENTS AND SPECIFICATIONS

Tenderers must address each of the issues and requirements in this part of the ITT and submit a detailed description in each case, which demonstrates how these issues and requirements will be dealt with/ met and their approach to the proposed delivery of the Services. A mere affirmative statement by the tenderer that it can/will do so or a reiteration of the ITT requirements is NOT sufficient in this regard.

1. **BACKGROUND INFORMATION -** for Tenderer's Information only and will not be evaluated

Industry Funding levies

Section 32D of the Central Bank Act, 1942 provides that the Central Bank Commission may make regulations prescribing levies to be paid by persons who are subject to regulation under the designated enactments and designated statutory instruments. These regulations, which are made on an annual basis, include information on the types of entity that are subject to the annual levy and the basis of the calculation for a levy contribution.
Levy contributions must be paid within 28 days of the date of issue of a levy notice. During the 2024 levy period, levy contributions ranged from a maximum of €16.5 million (in the case of Credit Institutions authorised under Irish legislation, that were admitted to the Credit Institutions (Eligible Liabilities Guarantee) Scheme, 2009) to a minimum of €1,130.00 (in the case of a retail intermediary). *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Levies payable to Credit Institutions Resolution Fund (CIRF)

Section 13 of the Central Bank and Credit Institutions (Resolution) Act, 2011 provides that authorised credit institutions shall contribute to the Credit Institutions Resolution Fund. Section 15 of said act provides that the Minister for Finance shall make regulations prescribing the rate of contribution, or a method of calculating the rate of the levy contribution, to the CIRF by an authorised credit institution.
These regulations, which are made on an annual basis, require a person who is liable to pay the levy shall make such payment to the Central Bank not later than 28 February of the year in question. Levies payable by credit unions to the CIRF ranged from €576 to €68,333.00 in respect of the 2023/2024 levy period (1 October 2023 – 30 September 2024. *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Levies payable to Additional Supervisory Levy (ASL)

The Central Bank Act 1942 (Section 32D) (Investment Funds – Additional Supervisory Levy) Regulations 2017. Levy contributions must be paid within 28 days of the date of issue of a levy notice. All investment funds will, in accordance with these Regulations, be liable to pay the additional supervisory levy. Standalone funds will pay a contribution of €5,000. Umbrella funds will also pay a contribution per sub-fund of €2,000. Where the number of sub-funds received in a single application for authorisation exceeds ten, the amount to be charged will not exceed €23,000. For the avoidance of doubt, all further sub-funds approved are liable to pay the additional supervisory levy upon approval. *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Levies payable to Additional & Supplementary Supervisory Levy (ASSL)
The Central Bank Act 1942 (Section 32D) (Additional Supervisory Levies – Regulated Entities) Regulations 2019. Levy contributions must be paid within 28 days of the date of issue of a levy notice. Upon authorisation by the Central Bank of Ireland, MiFID Investment Firms and Fund Service Providers are liable to pay an additional supervisory levy based on the PRISM impact category. During the 2025 levy period, levy contributions ranged from a maximum of €60,000 to a minimum of €10,000. *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Fees payable to Central Credit Registrar (CCR)
The Credit Reporting Act 2013 (section 26) (Fees) Regulations 2018
The fees set out in Regulation 4 are hereby prescribed to be payable for access to information held on the Register or, as appropriate, for being provided with a record of occasions on which access has been given to information held on the Register. From 31 December 2018, these fees range from a minimum of €5.00 to a maximum of €12.70. *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Transparency Fees
Statutory Instrument No 550/2012, Central Bank Act 1942 (Section 32E) Transparency Fee Regulations 2012 ("SI No.550/2012") sets out the obligations on issuers of certain securities to pay to the Central Bank of Ireland (the "Central Bank") a "Transparency Fee" for each calendar year in which the issuer has securities admitted to trading on a regulated market. The "Transparency Fee" is defined as a fee in respect of the performance by the Central Bank of its functions under the Transparency (Directive 2004/109/EC) Regulations 2007. In 2025, the annual fees range from a minimum of €300 to a maximum of €1500. *Minimum and maximum levy amounts may change each year following legislation passed by Dept. of Finance.*

Certain Financial Vehicles
The Central Bank Act 1942 (Section 32D) (Certain Financial Vehicles Dedicated Levy) Regulations 2021 (S.I. No. 335 2021) (the "2021 Regulations"), prescribes that CFV are liable to pay to the Central Bank of Ireland ("the Central Bank") a dedicated levy contribution as outlined in the schedule to those Regulations, during the levy period and on or before the due date. In 2024, the annual fee is set at €551.00.

National Claims Information Database

The Central Bank (National Claims Information Database) Act 2018 requires the Central Bank of Ireland to collect insurance data and produce reports on the submitted data.The act also requires that the Central Bank Commission make regulations under section 32D of the Act of 1942 to prescribe levies to be paid by insurance undertakings, in order to defray the expenses of the Bank in running the NCID.
The levy contribution for an insurance undertaking consists of two elements:

1. A fixed amount (€500).
2. A variable amount that is proportionally based on the individual firm's grossed earned premium per line of business (liability or private motor).

Existing Debt Collection process
The process which the Central Bank currently operates for the collection of levies involves the issue of the original invoice, together with the issue of up to two (2) reminder letters.

2. <u>Specialist Support Required</u>

The Central Bank is seeking tenders from suitably qualified professionals for the provision of Specialist Debt Collection Legal Services in respect of levies which remain due to the Central Bank and associated third parties at the end of the process outlined above. The ultimate aim is to enhance its debt collection success rate by introducing a time bound escalation process to legally pursue, where instructed and appropriate, unpaid civil debts.

The Services shall include, but may not be limited to, the following:

(a) Issue of First Letter(s) of Demand by post on an annual basis to a maximum of 1,500 regulated entities;
(b) Issue of First Demand Letter(s) by email or where either the First Demand Letter(s) have been returned or are undelivered (if required);
(c) Contacting debtor(s) by phone call (if required);
(d) Issue of Final Demand Letter(s) on an annual basis (if required);
(e) Possible "Track and Trace" of individual;
(f) Initiation of legal proceedings through relevant courts (if required). The case load of legal proceedings is expected to stabilise at up to one hundred (100) "live" cases "Case Load" (please note this may be higher or lower each year and will depend on demand) in each year of the Agreement; and
(g) Enforcement of Judgements (if required).

3. <u>Tender Submission Requirements</u>

Tenderers must submit with their Tenders their responses to sections 3.1 and 3.2 below. These are assessed as described in section 3.1.1 and 3.2.1 below.

3.1 Methodology and Approach for Service Delivery (350 of 1000 marks, minimum score required to pass is 210

Tenderers must comprehensively demonstrate, in detail and with supporting evidence, in their tender response, how they propose to deliver the Services (a) to (g) set out in 1. above

The overall methodology should detail measures to ensure that the service elements (a) – (c) in Section 2 above are delivered to the Central Bank as a consistently high quality, innovative, secure and reliable service, Tenderers should also demonstrate their ability to deliver and monitor the case load while providing timely progress reports to the Central Bank and to ensure quality assurance and cost controls.

3.1.1 Assessment of Methodology and Approach for Service Delivery (350 of 1000 marks, minimum score of 210 required to pass)

Responses which provide in-depth details of their case management systems for the delivery of the services set out in (a) – (g) and providing timely progress reports to the Central Bank to ensure quality assurance and cost controls, are likely to score more highly under this criterion.

3.2 Proposed Deployment of Resources (250 of 1,000 marks)

Tenderers must indicate available resources by providing the information set out below:

Tenderers should provide details of current relevant legal staff with specialist debt collection experience being offered by the Tenderer for the performance of the Services:

Department	**Number of Legal Staff Employed**	**Number of Legal staff by years' experience**			
		0-5 years	**6-10 years**	**11-20 years**	**20+ years**
Total					

Tenderers should also provide CVs for each of the lead partner and core team members that are proposed to provide the Services, using the table below for each individual proposed. The CV should show the experience and skills that the identified team member has and demonstrate why they are suitable for the role to which they have been specifically allocated. CVs should be limited to two (2) sides each (1 A4 page front/back). The Central Bank will not read material past the page limits set out above.

Name	
Department, Title and level of responsibility for the Services	
Year qualified	
Third Level Education (to include institution, dates and award conferred)	
Membership of professional bodies	
Past employment (to include name of employer and position held)	
Experience and skills demonstrating suitability for the role to which they have been specifically allocated	Role:

Tenderers should note that the resources proposed in their Tender will be Key Personnel under the Contract.

3.2.1 Assessment of Proposed Deployment of Resources

Both the balance of the proposed team, and the depth of relevant experience and skills demonstrated, will be considered in the assessment of the response. Tenderers who propose higher quality resources and balance of the team for the delivery of the services are likely to score more highly.

APPENDIX 1B

DATA PROTECTION COMPLIANCE

The Excel spreadsheet titled “Appendix 1B – Data Protection Worksheet”, which accompanies this ITT, requires certain information in relation to data protection. Tenderers are required to respond to it in their Tender. The responses to each question must be completed in the Excel spreadsheet itself and should be clear and comprehensive so that the Central Bank can understand key aspects of the Tenderer’s approach to data processing.

The Central Bank will review the information provided by the successful Tenderer in response to the Excel spreadsheet.

The Central Bank will determine whether it needs to engage further with the successful Tenderer in relation to the information provided. The Central Bank has the right (but is not obliged) to engage with the successful Tenderer on an iterative basis, including to request copies of documentation supporting the Tenderer’s responses, in order to determine whether it is satisfied with the successful Tenderer’s data protection measures. The successful Tenderer may be notified of any corrective/remedial actions that the Central Bank would require to be implemented prior to entering into any contract with the Tenderer. If, following such level of engagement with the successful Tenderer as it considers appropriate, the Central Bank is not satisfied with the data protection measures, it can eliminate the successful Tenderer from the competition and proceed to engage with the next highest-ranked Tenderer.

Tenderers will also note the provisions of the Contract in respect of data protection issues, including in relation to the carrying out of audits, site visits etc.

APPENDIX 1C

INFORMATION SECURITY COMPLIANCE

Part 1 - Introduction

This Appendix 1C sets out information for Tenderers in relation to the Central Bank's information security requirements. Tenderers are required to read this Appendix 1C in detail and will note that they must give a confirmation in respect of its requirements in their signed Tenderer's Statement. Tenderers who are not in a position to give this confirmation will not be eligible for the award of the contract.

The Tenderer identified as the successful Tenderer may then be required to engage further with the Central Bank in relation to information security, prior to contract award. This may involve one or more of a number of further steps considered appropriate by the Central Bank at its discretion, such as the completion of a detailed Suitability Assessment Questionnaire (SAQ) on information security issues, audits, site visits to the Tenderer's proposed service delivery locations, and/or specific assessments such as penetration testing.

Tenderers who wish to see the SAQ in advance of submitting a Tender may contact the Central Bank using the query procedure described in the ITT, but they will be required to provide a confidentiality undertaking in a form acceptable to the Central Bank before the SAQ is released.

The Central Bank has the right (but is not obliged) to engage with the successful Tenderer on an iterative basis in order to determine whether it is satisfied to proceed with the award of the Contract to the successful Tenderer. The successful Tenderer may be notified of any corrective/remedial actions and/or specific assurances that the Central Bank would require to be implemented prior to entering into any contract with the Tenderer. If, following such level of engagement with the successful Tenderer as it considers appropriate, the Central Bank is not satisfied to proceed with the award of the Contract to the successful Tenderer, it has the right to eliminate the successful Tenderer from the competition and proceed to engage with the next highest-ranked Tenderer.

Tenderers will also note the provisions of the Contract in respect of information security issues, including in relation to the carrying out of audits, site visits etc.

Part 2 - Requirements

The Tenderer must confirm, by signing the Tenderer's Statement in accordance with this ITT, that the Tenderer has implemented, and agrees to maintain, information security policies and programme consistent with industry best practice and a recognised information security framework such as ISO27000, NIST, etc, as well as all statutes, rules and regulations applicable to the service, supply or data being delivered. These include organizational, technical and physical information security safeguards designed to (i) protect the privacy, confidentiality, integrity and availability of systems and/or data and (ii) protect against accidental, unlawful or unauthorized access, copying, damage, destruction, disclosure, distribution, loss, manipulation, modification, processing, use, reuse, interception, or transmission of such systems or data that host, process, interact or connect to Central Bank systems or data.

In giving this confirmation, Tenderers should note that:

(1) The Central Bank considers that organizational information security safeguards **include but are not limited to**:

- the Tenderer has policies and procedures in place to identify and address risks in the areas of storage, transmission and processing of Central Bank data in the delivery of the services;
- the Tenderer ensures that there are in place governance arrangements with senior management oversight;
- the Tenderer, where recognised security certifications are provided to the Central Bank, has a process for maintenance of these certifications;
- the Tenderer has an information security awareness programme which includes mandatory training for all staff;
- the Tenderer maintains procedures for handling security incidents, including a process to notify the Central Bank;
- the Tenderer has a mechanism for the maintenance of incident records and logs;
- the Tenderer implements change control, business continuity planning and continuous process improvement.

(2) The Central Bank considers that technical and physical information security safeguards **include but are not limited to**:

- the Tenderer complies with security standards or certifications which relate to the technical environment in which data is stored, transmitted and/or processed;
- the Tenderer implements and maintains access controls, logs and rights management;
- the Tenderer has both information protection and data classification mechanisms in place;
- the Tenderer implements physical security measures, including CCTV, to limit physical access to IT systems. This will range from physical access controls at

data centres, through to clear desk policies where end point access is taking place;

- the Tenderer implements technical security controls correspondent to the services, such as vulnerability management, malware protection, email and web filtering, network monitoring & protection and security event & incident monitoring capabilities;
- the Tenderer must have authentication, back-up and deletion systems implemented to a defined standard in line with industry best practice and/or a recognised information security framework;
- the Tenderer complies with all applicable sector-specific standards required for the delivery of the services, such as PCI-DSS compliance for payment cards or network security requirements for telecoms providers;
- the Tenderer implements specific device controls – for example, where mobile devices may be used to host data or in the processing of data;
- the Tenderer ensures their third party contractors have implemented and adhere to, at a minimum, controls specified here or equivalent; and
- the Tenderer ensures they have full asset management and governance in place in the business environment, to ensure end to end life cycle management of both physical assets and information assets.

APPENDIX 2

TENDERER'S STATEMENT

[*Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed note paper and signed by the Tenderer*]

TO: Central Bank of Ireland
RE: Competition for the provision of Debt Collection Legal Services (Ref: 2025P170)

Having examined and fully understood the Tender Documents for the above Competition (including, within the ITT, your requirements and specifications and how our Tender will be assessed) we declare the following:

1. I understand the nature and extent of the Services required to be delivered as described in Appendix 1A to the ITT.

2. I accept all of the provisions of the Contract and we are prepared, if successful, to execute them upon request in the form provided by the Central Bank.

3. I accept all the provisions of the ITT, including the selection and award criteria as set out in section 3 of the ITT. We have found no errors, omissions, conflicts or ambiguities in the Tender Documents (other than those which we have already brought to the attention of the Central Bank in accordance with the provisions of the ITT).

4. I agree to provide the Central Bank with the Services in accordance with the ITT, our Tender and the Contract.

5. I confirm that we have complied with all instructions and requirements as set out in the ITT.

6. In consideration of your providing us with the Tender Documents, we agree that our Tender (including all prices quoted in our Tender) remains open for your acceptance until the later of
   a. 9 months commencing from the Closing Date for the receipt of Tenders; and
   b. expiry of at least 21 days' written notice to terminate this Tender, which we cannot give prior to the expiry of the period at 6(a) above.

7. I acknowledge that the Tender Documents do not constitute an offer to enter into a contract and that neither they nor any of the information set out in them are to be regarded as a commitment or representation on the part of the Central Bank to enter into a contractual arrangement. Apart from our irrevocable undertaking to keep our Tender open for acceptance for the prescribed period, and any undertaking that we

may have been required to give in respect of confidentiality, we accept that no legal relationship or other obligation will arise between us and the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until we have signed and the Central Bank has countersigned the Contract in writing, and any conditions precedent to the Contract have been fulfilled. We understand and accept that the Central Bank may cancel this Competition at any time without the award of a contract, for any reason whatsoever, and that it is not obliged to accept the lowest priced or any Tender.

8. We shall, if identified as the successful Tenderer for the Contract, have in place on the effective date of the Contract all insurances as required by the ITT.

9. I confirm that our contact details are:

Contact Details	
Registered Business Name	
Company/Trading Name (if different)	
Company Registration Number (if applicable)	
Contact Name	
Title/ Position	
Registered Address	
Telephone	
Fax	
Email	
Website	
Date of Establishment	
Legal Status (if any) (Company (Ltd.), Partnership, etc.)	

10. I confirm that, if awarded the Contract, we shall, in the performance of our obligations under the Contract, comply with all applicable legal obligations, including obligations under Data Protection Law, and we have taken account of this in preparing our Tender.

11. I confirm that we have read and fully understood Appendix 1C of the ITT and we give the confirmation sought therein;

12. I confirm that:

    (a) everything we and our advisors have communicated to the Central Bank (whether in writing or otherwise) in connection with the Competition is true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of this Tender;

(b) I have undertaken our own research and due diligence and satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Tender Documents, and have not submitted our Tender in reliance upon any information, representation or assumption by or on behalf of the Central Bank;

(c) the pricing in our Tender is not dependent on any assumptions or qualifications;

(c) I have full power and authority to respond to this ITT and to perform the Services and will, if requested, produce evidence of this to the Central Bank's satisfaction; and

(d) I have fully complied with Data Protection Law insofar as it may relate to any information contained within our Tender.

13. Defined terms used in this Tenderer's Statement have the meaning given to them in the ITT.

Signature: ________________________________

Print Name: ________________________________
(Authorised Signatory)
Company: ________________________________

Address: ________________________________

Date: ________________

APPENDIX 3

PRICING SCHEDULE

PLEASE SEE SEPARATE APPENDIX 3 – PRICING SCHEDULE UPLOADED WITH TENDER DOCUMENTS FOR TENDERERS TO COMPLETE AND SUBMIT AS PART OF THEIR TENDER SUBMISSION

APPENDIX 4
CONTRACT

Please see separate document uploaded with tender documents

APPENDIX 5

GLOSSARY

1. Defined Terms

Defined terms which are used in this ITT have the meanings given to them below for the purposes of the ITT:

“Closing Date” has the meaning given to it in section 2.2.1;

“**Competition**” has the meaning given to it in section 1.1.1;

“**Contract**” has the meaning given to it in section 1.3.1;

“**Data Protection Law**” has the meaning given to it in section 4.3.5;

“**ITT**” has the meaning given to it in section 1.1.1;

“**Registrable Interest**” is interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001;

“**Relative**” is interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001;

“**Services**” has the meaning given to it in section 1.3.1;

“**Tender**” has the meaning given to it in section 1.1.1;

“**Tender Documents**” means all information made available to Tenderers in connection with this Competition by or on behalf of the Central Bank, including this ITT, any accompanying information, any information referred to in this ITT, and any responses to queries issued by the Central Bank during the Competition;

“**Tenderer**” has the meaning given to it in section 1.1.1;

2. Interpretation

(a) Headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this ITT;

(b) All references in this document to ‘sections’ and ‘appendices’ are to sections and appendices of this ITT unless otherwise expressly stated;

(c) Any reference to the Central Bank shall be deemed to include a reference to any successor to it or any organisation or entity or representative which takes over its functions or responsibilities;

(d) All references to any statute or statutory provision (including any subordinate legislation) shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same;

(e) The term “include” or “including” means include or including but without limitation;

(f) Where reference is made to any industry terminology in this ITT (including any particular item, source, process, trademark, or type) then all such references are to be given the meaning generally understood in the relevant industry and operational environment. Where reference is made to a particular make, source, process, trademark, type or patent, the reference in question should be read as being accompanied by the words “or equivalent”;

(g) References to a “day” are to a calendar day;

(h) References to a “working day” are to a day (other than a Saturday or Sunday) when banks are open for business in Ireland; and

(i) References to “personal data” have the meaning given to them in Data Protection Law.

Appendix 6 – Reference Contract Tables

<table>
<tr><td colspan="3">Reference Project 1</td></tr>
<tr><td>Title of Contract</td><td colspan="2"></td></tr>
<tr><td>Recipient of services</td><td colspan="2"></td></tr>
<tr><td>Contract start date</td><td colspan="2"></td></tr>
<tr><td>Contract finish date (if applicable)</td><td colspan="2"></td></tr>
<tr><td rowspan="4">Contract reference</td><td>Name</td><td></td></tr>
<tr><td>Address</td><td></td></tr>
<tr><td>Telephone</td><td></td></tr>
<tr><td>Email</td><td></td></tr>
<tr><td colspan="3">Detailed description of the services provided to demonstrate experience in providing Legal Debt Collection services to Financial Service Institutions, the Public Sector, semi-state or commercial state bodies.</td></tr>
</table>

Reference Project 2		
Title of Contract		
Recipient of services		
Contract start date		
Contract finish date (if applicable)		
Contract reference	Name	
	Address	
	Telephone	
	Email	
Detailed description of the services provided to demonstrate experience in providing Legal Debt Collection services to Financial Service Institutions, the Public Sector, semi-state or commercial state bodies.		