



INVITATION TO TENDER - EU OPEN PROCESS

For the Provision of Cyber Security Awareness Services

For

HEALTH SERVICE EXECUTIVE

HSE Reference 28054 eTenders Reference 8540544

**This document should be read in conjunction with the Tender Response Document
QUALITY, Tender Response Document COSTS and Tender Response Document
SELECTION CRITERIA**

Publication of ITT on www.eTenders.gov.ie and OJEU	Tuesday 30th June 2026
Queries Deadline	Wednesday 15th July 2026 noon Please note the Contracting Authority reserves the right in its sole discretion to extend the queries deadline by giving notice in writing on the eTenders portal.
Closing Date for Submissions	Friday 31st July 2026 noon Please note the Contracting Authority reserves the right in its sole discretion to extend the queries deadline by giving notice in writing on the eTenders portal.

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FOREWORD

The purpose of this document is to inform and enable potential Tenderers to make a submission. The onus is on the Tenderer to provide the information requested in the document. The Tenderer should inform themselves as to closing date for queries and the closing date for submissions.

Note:

- It is imperative that all questions in the Tender Document are completed in the format provided as this Document.
- If you have any queries or problems completing this document, please email the HSE contact via E-Tenders.
- For general information on HSE refer to www.hse.ie

Best Practices to Avoid Late Submissions:

- Early Submission: Aim to submit tenders well before the deadline to avoid last-minute issues.
- Technical Checks: Ensure all technical requirements for submission are met and tested in advance.
- Clear Communication: Maintain clear communication with the contracting authority to understand all submission requirements and deadlines.

GLOSSARY OF DEFINITIONS

Consortium means a partnership, consortium, grouping of Economic Operators or any other form of joint venture.

Consortium Member means a member of a Consortium.

Contract means the executed agreement between the successful Tenderer and the Contracting Authority to deliver the Services.

Contracting Authority means the HSE.

Economic Operator means any natural or legal person, or a group of such persons, including temporary associations of undertakings, who or which offers a) the execution of works or a work, or both, or b) the supply of products or the provision of services, on the market.

ESPD means the European Single Procurement Document which forms the basis of the Response Document.

HSE means the Health Services Executive, which shall include all bodies corporate, statutory corporations, hospital groups, community health organisations, hospitals, partnerships, unincorporated associations, charities and Other Entities operating as part of the Irish health service and funded in any way directly or indirectly by the Health Services Executive or other public funding sources or any local, national or supra-national government or regulatory authority, as well as any employees or contractors of any of the foregoing and any other persons or hospitals assisting in the provision of the Irish health service.

Invitation to Tender (ITT) means this document and its annexes.

Other Entities means an entity or entities on whose capacity the Tenderer or Subcontractor is relying with regard to economic and financial standing and/or professional and technical ability.

Response Document means the document located in Tender Response Document Quality

Service Provider (SP) means the successful tender who will provide the services

Services means the services listed within the specification in SECTION E

Subcontractor means a subcontractor selected by a Tenderer to deliver the Services.

Tender Process means this EU Open procurement procedure as prescribed by Article 27 of Directive 2014/24/EU for the award of public contracts as transposed into Irish law by the Procurement Regulations.

Tenderer means an Economic Operator or Consortium which submits a submission to this Invitation to Tender.

SECTION A BACKGROUND INFORMATION

1. The Irish Health Sector

- 1.1 The Health Service Executive (HSE), the Contracting Authority is responsible for providing health and personal social services for everyone living in Ireland. The Contracting Authority was set up as part of the provisions of the Health Act 2004, which states the objective of the Contracting Authority is to provide services that improve, promote and protect the health and welfare of the public.
- 1.2 The Contracting Authority provides thousands of different services in hospitals and communities across the country. These services range from public health nurses treating older people in the community to caring for children with challenging behaviour; from educating people how to live healthier lives to performing highly-complex brain surgery; from planning for major emergencies to controlling the spread of infectious diseases.
- 1.3 Further general information about the Contracting Authority is available on the website www.hse.ie.
- 1.4 Communities of Interest in Ireland (which include Section 38 and 39 Voluntary hospitals) play a crucial role in the healthcare system, and provide essential services for the HSE such as emergency care, surgeries and specialised treatments. For full list of Communities of Interest bodies who can avail of this tender, please refer the HSE's annually published *Annual Report and Financial Statements* Publications and Reports - HSE.ie
- 1.5 Technology and Transformation (T&T) is the HSE office responsible for the delivery of technology to support healthcare across Ireland. T&T embraces all voice, video and data communications technologies and provides one central management point for all purchases of hardware, software, telecommunications, ICT developments and advisory services.
- 1.6 T&T is also charged with turning the Digital for Care 2030 Strategy into a reality ensuring that technology supports healthcare efficiently and effectively throughout the whole system. Digital for Care 2030 is Ireland's strategic plan to modernise health and social care through digital innovation. Led by the Department of Health and the HSE, this strategy will harness technology and data to improve the health and well-being of everyone in Ireland.
- 1.7 The HSE operates in a highly regulated environment. In October 2024, the second Network and Information Security Directive (EU) 2022/2555 ("NIS 2") took effect across the EU, however, Ireland have yet to transpose NIS 2 into Irish legislation. NIS 2 repeals its predecessor, Directive (EU) 2016/1148 ("NIS-D"), which served as the first EU-wide piece of cybersecurity legislation. Under NIS-D, the HSE was classified as a critical infrastructure operator or an Operator of Essential Services ("OES"). Under NIS 2, the HSE will be classified as an "Essential Entity".

- 1.8 The Chief Information Security Officer's (CISO) Office within the HSE is responsible for safeguarding sensitive patient data, ensuring compliance with regulations, and protecting IT infrastructure from cyber threats. It oversees risk management, incident response, security policies, and staff training to maintain a resilient cybersecurity posture.

2 Tender Description

2.1. Background to the Project:

The HSE is issuing this Invitation to Tender (ITT) for Cyber Security Awareness Services split into three lots, Lot 1 Simulated Email Phishing Service and Custom Cybersecurity Training and Awareness Training and Lot 2 Simulated SMS (smishing) and Voice (Vishing) Campaign. The cyber security awareness services should help prepare the HSE's workforce for current and emerging cybersecurity challenges. The HSE is the Contracting Authority for this public procurement competition on its own behalf and on behalf of all organisations funded by the HSE.

2.2. Overview of Requirements and Status of the Project

A dedicated cyber security awareness program has been in operation in the HSE for the past 5 years. Simulated email phishing exercises are regularly run in the HSE for staff and contractors. Custom cyber security awareness training in various forms is provided for HSE staff and contractors. All these existing services are required as part of this tender. Extra services for simulated SMS (smishing) and Voice (Vishing) exercises, which currently do not exist in the HSE, are required to help keep the HSE's workforce prepared for new cybersecurity challenges.

2.3. Expected Benefits:

- Educate the HSE workforce about cybersecurity
- Raise awareness of cybersecurity in the HSE
- Empower HSE staff to act responsibly in the event of a potential cybersecurity attacks
- Evaluate awareness of and responses to potential phishing attacks via regular effective simulated exercises
- Contribute to compliance with relevant cybersecurity legislation e.g. NIS2
- Provide reliable cyber security compliance data to HSE Senior Management

2.4. Overarching Requirements

Lot 1 Simulated Email Phishing and Provision of Custom Cybersecurity Training & Awareness Training

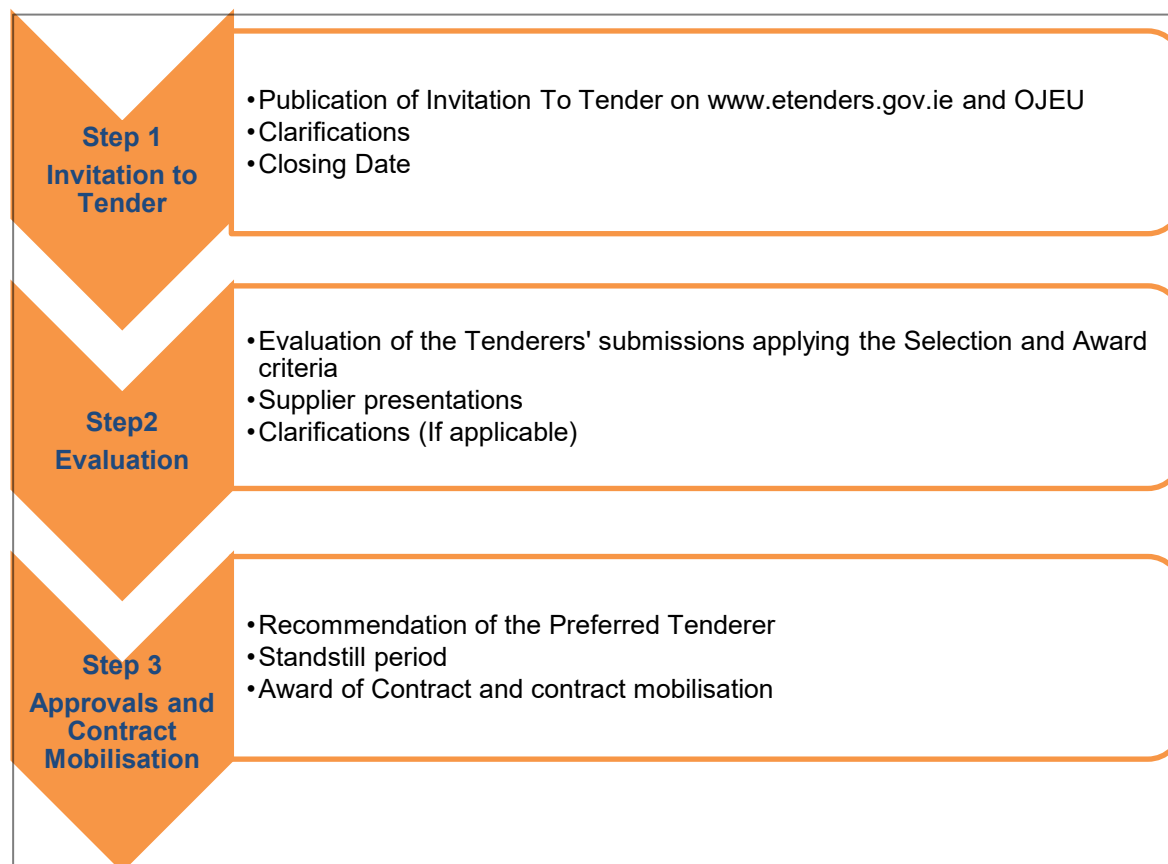
Lot 2 Provision of simulated SMS (smishing) and Voice (Vishing) campaigns

The HSE may appoint a single vendor for all three lots or a different vendor for each lot.

The HSE is the Contracting Authority for this competition on its own behalf and on behalf of the wider Irish Communities of Interest including Voluntary Hospitals and other Section 38 and Section 39 agencies collectively hereafter 'the HSE'. It will be at the discretion of each Community of Interest organisation as to whether they drawdown this contract.

3. Procurement Procedure

3.1. The Contracting Authority intends to run an EU Open procurement procedure as prescribed by Article 27 of Directive 2014/24/EU for the award of public contracts as transposed into Irish law by the Procurement Regulations. This should be read in conjunction with the Competition Rules.



4. Indicative Timeline

4.1. Please note that all dates following the “Submission Closing Date”.

Description	Date
Publication of ITT on www.eTenders.gov.ie and OJEU	Tuesday 30th June 2026
Queries Deadline	Wednesday 15th July 2026 @ 12 noon.
Submission Closing Date	Friday 31st July 2026 @ 12 noon.
Recommendation of the Preferred Tenderer	

5. Estimated Contract Duration

- 5.1. The Contracting Authority anticipates that this Contract will be an initial term of 3 (three) years, after which, two 12-month extensions can apply (5 Five years in total). Auto renewal will not occur if either party notifies the other party of its intention not to renew, at least 3 months in advance of the expiration of the current term.
- 5.2. If auto renewal occurs, then the fees applicable for the new extension period are the same as those for the previous, i.e., no change in the fee structure
- 5.3. In the event that at the beginning of a renewal term, and that the contractor purposes to increase the agreement fees to reflect changes in consumer prices or costs. The changes will not exceed the most recent consumer price index published by the Central Statistics Office (www.cso.ie) in Ireland.

6. Returning the Submission

- 6.1. All Submissions must be submitted via eTenders www.etenders.gov.ie.
- 6.2. The epost box is time locked. Receipt of submissions is not possible after the official closing deadline.
- 6.3. Avoid last minute problems by familiarising yourself with eTenders well in advance of deadline. Late submissions will not be considered under any circumstances.
- 6.4. Submissions will not be accepted in hard copy or by electronic means other than via www.etenders.gov.ie

7. Contracting Authority Contact

- 7.1. The sole point of contact for the Contracting Authority shall be the E-Tenders portal. Tenderers shall not contact any other HSE personnel about this Procurement Process between the issuance of this document and the date of award unless previously authorised to do so.
- 7.2. In all phases of this Procurement Process, all communication among Tenderers and the Contracting Authority related to the Invitation to Tender must be in writing, via the query system on E-Tenders.
- 7.3. If a Tenderer believes that a query is confidential or commercially sensitive it must mark the query as “confidential” or “commercially sensitive” and Tenderers must, if requested, provide the Contracting Authority with the reasons why they consider the information commercially sensitive or confidential. If the Contracting Authority, in its absolute discretion, is satisfied that the query should

be properly regarded as confidential or commercially sensitive, the query and the Contracting Authority's response to that query will be kept confidential (subject to the requirements of any law).

- 7.4. If the Contracting Authority determines that it would be inappropriate to answer the query on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the query or to resubmit without the requirement for confidentiality.
- 7.5. All Tenderers will be advised by E-Tenders of any significant issues raised by any Tenderer. Copies of all questions received and answers given will be forwarded to all Tenderers. It is the responsibility of all Tenderers to check their e-mail on a daily basis.
- 7.6. Failure to comply with any of the above procedures may result in the disqualification of a Tenderer by the Contracting Authority.

8. Conditions of Contract

- 8.1. A contract for the Services will be provided to Tenderers as part of this procurement process.
- 8.2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. No communication by the Contracting Authority shall give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Procurement Process at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority.

SECTION B TENDER COMPETITION RULES

1. Introduction

This document sets out the general rules governing tender competitions run by the Health Service Executive (“HSE”) (pre-qualification, tender and preferred tenderer stages, as applicable). References to “**Tender**” and “**Tenderer**” shall be deemed to refer to the submission and applicant (respectively) at the relevant stage of the competition.

Tenderers are advised to follow the instructions outlined in the relevant tender documents prior to submitting their Tender. These may comprise the Tender Competition Rules, an Invitation to Tender/or a Tender Response Document, Service Level Agreement and other documents as applicable (these documents are collectively referred to here as the “**Tender Documents**” and the response documents are collectively referred to here as the “**Response Documents**”). Failure to comply with the requirements of the Tender Documents may, at the discretion of HSE, disqualify the Tenderer.

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in the Tender Documents. No reliance will be placed on any information or statements contained in the Tender Documents, and no representation or warranty, expressed or implied, is or will be made in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in the Tender Documents will be construed as legal, financial, technical or tax advice. Without prejudice to the foregoing, neither HSE nor its professional advisors will have any liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements made in the Tender Documents or for the reasonableness of any assumption made therein. HSE and its professional advisors will not incur any liability or responsibility arising out of, or in respect of, the issue of the Tender Documents or any tender process (referred to here as the “**Tender Process**”).

Tenderers will inform themselves of and will observe any applicable legal requirements.

Nothing contained in the Tender Documents is, or will be relied upon as, a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the goods or services nor be used in construing any such contract. No legal relationship or other obligation will arise between a Tenderer and HSE unless and until a contract has been formally executed in writing by HSE and the successful Tenderer(s) and any conditions precedent have been fulfilled. HSE, its professional advisors, and other consultants, contractors, servants and/or agents do not accept any responsibility for the legality, validity, enforceability or effectiveness of any document.

HSE shall be entitled to retain a copy of all Tenders received and shall otherwise be entitled to dispose of any remaining copies of Tenders in accordance with law.

2. Information on Tenders

Generally all information relating to Tenders, including the Tender Documents, clarifications and changes, will be published on the eTenders website (www.etenders.gov.ie). Registration is free of charge and there is no charge for downloading documents. The HSE will not accept responsibility for information relayed (or not relayed) via third parties. If Tender Documents are in any way altered or edited, the subsequent Tender may be deemed inadmissible.

3. Conditions of Contract

Unless otherwise stated in the Tender Documents, the HSE’s Standard Terms for Services and Supplies (Version 8 /February 2023) shall apply, available to download on: <https://www.hse.ie/eng/about/who/healthbusinessservices/procurement/hsestandardtermsforservicesupsupplies.pdf>

Tenderers will be advised in the Tender Documents where specific conditions of contract will apply to amend and/or supplement the HSE's Standard Terms for Services and Supplies.

Any reference in the Tender Documents to the "**Contract**" shall be taken to mean the HSE's Standard Terms for Services and Supplies (as the same may be amended or supplemented by HSE) the Tender and any other document, which at the discretion of HSE, should form part of the Contract.

All pricing must be in Euro, excluding VAT

Tenderers will be required to engage constructively with HSE and are required to operate in compliance with the terms of the HSE's Supplier Charter, available to download on: <http://www.hse.ie>.

Tenderers must be tax compliant and comply with all revenue legislation including but not confined to tax clearance, VAT and PAYE employer issues, available to download on the Revenue website: www.revenue.ie.

In case of a conflict between the Tender Documents and the Contract, the Contract shall prevail.

4. Communication Protocol

The sole point of contact in HSE for the Tender Process is outlined in the Tender Documents (the "**HSE Contact**"). Tenderers must not contact any HSE personnel about a Tender between the issuance of the Tender Documents and the date of award of the Contract unless previously authorised to do so by the HSE Contact. All communication between Tenderers and the HSE relating to this Tender Process must be in writing. Tenderers may submit queries in relation to the Tender Process to the HSE Contact up to the queries deadline set out in the Tender Documents. Queries received after the queries deadline will only be reviewed at the HSE's discretion. HSE will endeavour to respond to all reasonable queries received before the queries deadline but does not undertake to respond to all queries received. All Tenderers will be advised of any significant issues raised by any Tenderer. Any necessary meetings or discussions will be arranged and/or facilitated by the HSE Contact.

HSE reserves the right to exclude from the Tender Process any Tenderer who fails to comply with the requirements of this Section 4 (Communication Protocol).

5. Tender Response Documents

Tenderers are required to respond in the format and manner specified by HSE using the Response Documents provided. Documents in other formats may not be read and are liable to result in a Tender being rejected. In completing the Response Documents, it is the responsibility of the Tenderer to present clear and accurate responses rather than on HSE staff to decipher or correct mistakes. Without prejudice to Section 18 (Correction of Errors) and Section 19 (Clarification of Tenders), HSE cannot be responsible for and may not consider a Tender which is badly drafted or contains ambiguities, errors or omissions.

6. Submission of Tenders

It is HSE policy not to accept late tenders. Late Tenders are liable to be rejected.

The Tenderer is fully responsible for the safe and timely delivery of the Tender to the specified address. In this regard the attention of Tenderers is specifically drawn to the address for delivery and delivery requirements stated in the Tender Documents.

Tenders must be in English except where the law specifies other languages.

Where hard copies are required, Tenderers must also be in a position to supply copies of their Tenders in electronic format on request. A full index must be included with a Tender clearly listing its contents. Where additional documentation is provided in a Tender in accordance with a Response Document such documentation must be clearly cross-referenced to the relevant section of the Response Document.

Unless otherwise stated or agreed, Tenders shall remain valid for a period of 12 months from the closing date specified in the Invitation to Tender.

HSE is not responsible for any expenses or losses incurred by Tenderers in the preparation of Tenders or participation in the Tender Process.

Tenders may be submitted anytime in advance of the closing date specified in the Tender Documents. Such Tenders will be stored in a secure location and remain unopened until after the designated delivery time on the closing date.

The information supplied in Tenders may be regarded as forming part of the Contract, at the discretion of the HSE.

7. Specification of Requirement

Specifications will generally be formulated by reference to recognised standards or in terms of performance or functional requirements. It is intended that technical specifications define all required characteristics such as quality levels, environmental performance, design (including accessibility for disabled persons), dimensions, product use, fire, safety, infection control, and packaging. It is further intended that technical specifications afford equal access for Tenderers and do not have the effect of creating unjustified obstacles to opening up competition.

Tenderers should advise HSE of any perceived gaps in the specification of requirements, including possible innovations overlooked, before the closing date for receipt of queries stated in the Tender Documents.

Where the HSE has quoted brand names as product/service descriptions, these are used only for descriptive purposes and are not a statement of preference or a specific requirement. These establish the minimum specifications and requirements of the HSE, for the product/service being purchased. Tenderers are invited to submit equivalent/alternative products/services. Tenderers are requested to state exact details of equivalent or alternative products/services and give the brand name and catalogue number for all items offered.

8. Scope of Supply

Term: The term of the Contract will be specified in the Tender Documents. Please note that the HSE may decide to extend the term of the Contract and further details in this regard will be set out in the Tender Documents. The HSE reserves the right to extend the Contract to include similar goods and services. The HSE reserves the right to direct a successful Tenderer, service provider or supplier to provide services or supplies procured by HSE to members of the HSE Group. Reference here to the “HSE Group” means all bodies corporate, statutory corporations, hospitals, partnerships, unincorporated associations, charities and other entities operating as part of the Irish primary care service and funded in any way directly or indirectly by HSE or other public funding sources or any local, national or supra-national government or regulatory authority, as well as any employees or contractors of any of the foregoing and any other persons or hospitals assisting in the provision of the Irish primary care service.

9. Quantity

Unless otherwise stated in the Tender Documents any quantities shown are only estimates of total requirements during the term of the Contract and orders will be issued to meet actual requirements during the term of the Contract.

10. Lots

The Contract may be divided into lots. HSE reserves the right to award contracts for a given lot to two or more Tenderers, should circumstances require.

Where appropriate, the HSE reserves the right to divide the Contract between successful Tenderers and to award all or part of the Contract and to award some, none, or all of the lots.

11. Price Basis

Unless otherwise stated in the Tender Documents a fixed price contract is required. Tenderers shall complete a schedule of prices in accordance with the requirements stated in the Invitation to Tender. Prices must be inclusive of delivery and all other charges but exclusive of VAT and expressed in Euros. In this respect, please note that HSE will not bear foreign currency fluctuation risk in fixed price contract tenders.

Tenderers must clearly state the applicable VAT rate or rates associated with the product, supply or service (and the relevant part of the product, supply, or service to which the VAT rate applies).

The HSE reserves the right, for example for contracts with a term exceeding twelve months or where Tenderers have linked the price quoted, or a percentage thereof, to a recognised index (e.g. the Consumer Price Index of Ireland) to take steps to ensure that all prices submitted by Tenderers are capable of review on a like for like basis and to take this into account in the evaluation of Tenders.

Where applicable, details of any price review mechanisms will be included in the Contract. Notwithstanding the terms of the Contract, the HSE reserves the right to initiate a price review at any time during the term of the Contract and to benchmark prices against other suppliers or service providers in the market. Tenderers should note that price reviews are not intended to occur more than once in any one year of the Contract, subject to the discretion of HSE.

12. Submissions by Groups

Groups of Economic Operators may put themselves forward as a Tenderer. In order to submit a Submission, these groups are not initially required by the Contracting Authority to assume a specific legal form. However, the Contracting Authority may require the group selected to assume a legal form or put in place alternative legal arrangements prior to entry into the Contract, to the extent that this is necessary for the satisfactory performance of the Contract. Should the Contract be awarded to a Consortium, each Economic Operator in the Consortium shall be jointly and severally liable to the Contracting Authority for the fulfilment of the terms of the Contract.

Tenderers should clearly state in the ESPD, if the Tenderer does comprise of a Consortium, a separate Submission must be provided by each member of the Consortium. Subsequent changes to the members of the Consortium may result in disqualification of that group from the Procurement Process.

Multiple Participation

Where a Consortium member is participating in more than one Submission, a statement must be provided with the Submission confirming that (a) the Consortium is aware of the multiple participation of the particular member and (b) this has been brought to the attention of all the Consortia in which that member is participating. The Contracting Authority, at its sole discretion, reserves the right to require an entity participating in more than one Consortium to take such steps as are necessary to ensure effective competition or security of supply or to mitigate the risk of a conflict of interest which may extend to a requirement that the entity withdraw from multiple Submissions.

Resources of Other Entities

In order to demonstrate a Tenderer's economic and financial standing, resources and/or technical and /or professional ability, a Tenderer may rely on the capacities of Other Entities, regardless of the legal standing it has with them. In such cases the Tenderer must prove to the Contracting Authority that it will have the necessary resources at its disposal, for example, by producing an undertaking by those entities to that effect. A contractual commitment in the form of a guarantee or in such other form as the Contracting Authority may specify may be required at contract stage in favour of the Contracting Authority from any such supporting entity.

Tenderers should clearly state at in the ESPD whether the Tenderer is relying on the capacities of Other Entities in order to meet the selection criteria. A separate ESPD Submission must be provided by each Other Entity being relied upon setting out the information required under Parts II, all of Part III of the ESPD and insofar as it is relevant for the specific capacity or capacities on which the Economic Operator relies, information under Parts IV and V of the ESPD for each of the entities concerned.

Tenderers should also clearly state in the ESPD whether the Tenderer intends to subcontract any share of the contract to third parties (but does not intend to rely on those third parties in order to meet the selection criteria).

Once a Tenderer's Submission has been accepted by the HSE, there can be no change to their Submission without the express written permission of the HSE.

13. Transfer of Undertakings - Acquired Rights

For services contracted out, Tenderers must comply with the HSE Specific Instructions to Tenderers relating to Transfer of Undertakings, which is available to download on: <http://www.hse.ie>

The successful Tenderer will be required at the time of contract award to indemnify HSE fully in respect of any losses, damages, costs or expenses of any kind incurred by HSE arising from the application of SI 131 of 2003 entitled European Communities (Protection of Employees on Transfer of Undertakings) Regulations commonly referred to as TUPE (and any subsequent amendments).

The successful Tenderer will be fully responsible for complying with all employment obligations, contractual, statutory or otherwise and in particular will fully comply with its obligations under TUPE (and any subsequent amendments).

14. Declaration of Interest

Tenderers must declare in their Tenders any conflict of interest associated with any current or previous work undertaken, or any relationship that may reasonably be perceived to potentially conflict or impact on their ability to participate in the Tender Process or fulfil the requirements of the Contract. In the event that the HSE considers that a conflict of interest or potential conflict of interest exists, the HSE will in its absolute discretion, decide on the appropriate course of action. Failure to disclose a material conflict of interest may disqualify a Tenderer or cause the termination of any subsequent contract and entitle the HSE to seek remedies, such as cost or compensation for loss.

15. Social Obligations/Green Tenders

Tenderers are required, in preparing their Tenders, to take account of their obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out or the service is to be supplied. Failure to comply with this requirement may result in their disqualification from the Tender Process.

Tenderers are referred to Annex A for Information Sources Regarding Taxation, Environmental Protection, Employment Protection and Working Conditions.

HSE is committed to promoting sustainability, energy efficiency and other factors relevant to "green" procurement. Where relevant to the particular Tender Process details of HSE requirements for green procurement will be set out in the Tender Documents.

16. Innovation

HSE recognises the role of innovation and innovative purchasing in promoting sustainable growth and improving efficiency and quality in the delivery of healthcare services. Where relevant to the particular Tender Process details of HSE requirements for innovation will be set out in the Tender Documents.

17. Determination of Responsiveness

After the official opening of Tenders, HSE will determine whether each Tender is substantially responsive to the requirements of the Tender Documents. A substantially responsive Tender is one which conforms to the terms, conditions and requirements of the Tender Documents, including, but not limited to, the completion and return of the Response Documents, without material deviation.

A material deviation is one which, without limitation, affects in any substantial way the price, scope, quality, completion or timing of the HSE's requirements under the Tender Documents or the Contract, which limits in any substantial way the HSE's rights or the Tenderer's obligations under the Contract, or which is incapable of evaluation by HSE because of ambiguities, errors or omissions or otherwise. Subject to Section 18 (Correction of Errors) and Section 19 (Clarification of Tenders), a Tender determined to be non-responsive shall be rejected by HSE and cannot be resubmitted. Where the Contract is divided into lots, the Tender will be considered only on the basis of the lots that are responsive to the requirements of the Tender Documents.

If a Tender fails to comply in any respect with the requirements (or the intent of such requirements) of the Tender Documents or is ambiguous or incomplete, HSE shall be entitled at its discretion to take such action as it considers appropriate, including:

- To reject the relevant Tender as non-compliant;
- Without prejudice to HSE's right to reject the relevant Tender, HSE may:
 - meet with, raise issues with and/or seek clarification from a Tenderer in respect of the relevant Tender;
 - request a Tenderer to provide HSE with information or items which have not been provided or have been provided in an incorrect, unclear or ambiguous form;
 - negotiate an amendment and/or change to the relevant Tender with a Tenderer;
 - waive a requirement, which, in the opinion of HSE, is minor or procedural; and/or
 - amend the relevant requirement of the Tender Documents and invite Tenderers to adjust their Tenders on the basis of such revised requirement.

Provided however no amendment and/or change to HSE's requirements shall be permitted if, in the opinion of HSE, the amendment and/or change, if accepted, would constitute a material amendment and/or change to HSE's requirements.

HSE reserves the right to seek additional information and/or to interview a Tenderer in connection with its assessment of its Tender, but will not be held liable for any costs incurred in this regard by Tenderers.

18. Correction of Errors

Tenderers determined to be substantially responsive to the Tender Documents will be checked for any material errors in computation as follows:

- Where there is a discrepancy between amounts in figures and words the amount in words will govern.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern, unless, in the opinion of HSE there is a gross arithmetical error in the unit price, in which event, the extended amount as quoted will govern.
- The amount stated in the Response Document will be adjusted by HSE in accordance with the above procedure for the correction of errors and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer.

A Tenderer not accepting the correction of errors as outlined above will have its Tender rejected.

In the event of inconsistency between a Tender submitted in electronic copy and the Tender submitted in hard copy, the hard copy shall prevail.

19. Clarification of Tenders

To assist in the assessment of Tenders, the HSE may request a Tenderer to clarify its Tender including, without limitation, providing a breakdown of prices or correcting an ambiguity or obvious error which is likely to have a simple explanation and can be easily resolved. Tenderers should note that HSE is not obliged to request a Tenderer to clarify any aspect of its Tender however HSE may do so at its discretion where HSE considers that clarification is recommended and/or permitted in accordance with relevant guidance and applicable procurement law. Responses to requests for clarification must not materially change any of the elements of the Tender submitted.

A Tenderer should be available if required, to make a presentation of its Tender to the HSE at short notice, following the closing date for receipt of Tenders. All costs and expenses associated with such presentations shall be borne by the Tenderer.

20. Confidentiality and Publicity

HSE undertakes to hold any information provided by Tenderers on a confidential basis, subject to the HSE's obligations under law, including the Freedom of Information Acts 1997 - 2003. If for any reason, Tenderers require information provided to the HSE not to be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this request, and to specify the reason for the information's sensitivity. The HSE will endeavour to consult with any Tenderer supplying sensitive information before making a decision on any Freedom of Information request received.

The Tender Documents remain the property of the HSE and are issued only in connection with the Tender Process. The Tender Documents may not be copied or their contents may not be divulged to any third party without the prior written consent of the HSE. All information contained in the Tender Documents must be treated in the strictest confidence by the Tenderer and by its staff. Any third party involved in completing the Tender must also comply with these confidentiality requirements.

Without prejudice to the confidentiality and Freedom of Information Act requirements referred to above, the HSE reserves the right, at its discretion, to publicise, or otherwise disclose, to any third party, information regarding a tender process, the nomination of Tenderers (including, without limitation, details of their respective representatives, advisors, consultants, contractors, servants and/or agents), the successful Tenderer or the award of the Contract.

A Tenderer will not, by itself, its servants, agents or sub-contractors, communicate with the press, television, radio or other media on, or otherwise use information on, any matter concerning a tender process with HSE, its nomination as a Tenderer or successful Tenderer, the award of a contract by HSE or the use of the HSE brand or logo, without the prior consent of the HSE, acting at its discretion. All requests for the HSE consent or media related queries should be directed to the HSE Contact.

21. Variation

Tenderers who feel disadvantaged by the terms governing this Tender Process may make direct representations to the HSE Contact for variations of the terms of this Tender Process, provided that any variation sought shall not operate to the disadvantage of any other Tenderer. The HSE shall have the final decision on whether to vary the terms of this Tender Process and will communicate any agreed changes to all Tenderers.

22. Product /Service Information

Tenderers may be required to provide sample product/services free of charge in order for the HSE to verify the product/services proposed to be provided and/or for the purpose of evaluation. Samples are to be delivered to the location specified by the HSE Contact.

23. Inspection/Validation

The HSE reserves the right to inspect the Tenderer's premises to verify information provided in a Tender. The HSE will liaise directly with the Tenderer's contact on the exact detail for visiting any reference sites where applicable.

The HSE reserves the right to verify information provided in a Tender at any stage during the Tender Process and for the complete duration of the Contract.

The HSE reserves the right to conduct any investigation or market research, as it so chooses, throughout the duration of the Contract to ensure that the successful Tenderer is fully complying with its pricing obligations.

24. Post Tender Negotiations Not Permitted

Please note that once Tenders have been submitted, no individual negotiations other than clarifications will take place (other than as may be permitted in accordance with relevant guidance and applicable procurement law) and the HSE's decision will be final.

25. Evaluation Process

The Tender Process will generally involve the three stages detailed below. For open procedures stages 1, 2 and 3 will be conducted in one phase and for restricted procedures stages 1 and 2 will be conducted in phase 1 and only Tenderers selected after stages 1 and 2 will be invited to submit Tenders in stage 3. For the restricted procedure where the number of Tenderers to be invited to tender is limited all Tenderers with equal ranking will be treated equally.

Stage1 - Exclusion: Tenderers to whom any of the circumstances listed in Article 57 of Council Directive 2014/24/EC (the co-ordination of procurement procedures for the award of public works, public supply and public service contracts) apply or Tenderers who fail to sign the Tenderer/Tenderer Declaration in the Response Documents (without qualification or amendment) will be excluded from the Tender Process.

Stage2 - Qualitative: Tenders received must meet the minimum requirements outlined under the qualitative selection criteria. Tenders meeting these minimum requirements will then be assessed and ranked in descending order with the Tenderer who receives the highest marks being ranked first. Provided that a sufficient number of Tenderers are qualified to be considered for selection, such Tenderers will (subject to any limits in the Tender Documents) be invited to submit a Tender. In this respect Tenderers are reminded that all requested information must be provided in the manner stipulated by HSE.

Stage 3 - Award: HSE will evaluate and rank the Tenderers selected after stages 1 and 2 on the basis of the award criteria outlined in the Invitation to Tender. Marks will be awarded on a comparative basis against the HSE's requirements and the other Tenderers' Tenders, having regard to those factors which are adjudged under each of the criteria identified in the Invitation to Tender. Tenders will achieve higher marks where the solution offered exceeds HSE's specifications in such a way that it is adjudged to offer further added value by reference to the listed criteria. During this stage, clarifications may be sought in writing (including e-mail and fax) from Tenderers. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification must not materially change any of the elements of the Tender submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

The HSE may establish, as appropriate, an evaluation panel/panels using such resources and skills as it considers appropriate to assess and evaluate all tenders. Scores will be arrived at using objective evidence and the professional judgment of the members of the evaluation panel, as appropriate.

The HSE may, at its discretion, request meetings with individual Tenderers during the evaluation period for the purposes of clarifying any aspect of the Tenderer's Tender. These meetings will be strictly confidential and will not result in any material change to the Tender submitted. No discussions regarding the progress of the evaluation or the Tenderer's performance will be entered into. All such meetings will be held at the convenience of the HSE and the HSE will not be responsible for any costs incurred by Tenderers.

The successful Tenderer will be informed in writing that its Tender has been identified as the successful Tender subject to the satisfactory conclusion of the Contract. Unsuccessful Tenderers will also be informed in writing.

26. Ethics

Tenderers should note that canvassing or failure to comply with the communications requirements set out in Section 4 (Communications Protocol) of these Tender Competition Rules may result in the disqualification of a Tenderer.

Any effort by a Tenderer to unduly influence any staff or agents of the HSE in the process of examination, clarification or evaluation of Tenders and in decisions concerning the award of contracts shall have its Tender rejected and may result in administrative penalties. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration received from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proven.

HSE reserves the right to suspend or cancel the Tender Process or the Contract:

- If corrupt practices of any kind are discovered at any stage of the Tender Process or during the implementation of the Contract.
- If it emerges that the award or execution of the Contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the Tenderer from other HSE contracts and in penalties.

27. Exclusion from Participation in the Tender Process

In accordance with Article 57(1) or Article 57(2-7) of Directive 2014/24/EC any Tenderer may be excluded from participation in the Tender Process who:

- Is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities, or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- Has been convicted of an offence concerning the Tenderer's professional conduct by a judgement which has the force of res judicata;
- Has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- Has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which the Tenderer is established or with those of the country of the contracting authority;
- Is guilty of serious misrepresentation in supplying the information required with regard to any of the above points (or in relation to any other aspect of the Tender).

Any Tenderer shall be excluded from participation who has been convicted of:

- participation in a criminal organisation;
- corruption;
- fraud;
- money laundering.

Tenderers must, when requested, provide sufficient information confirming that they have not been convicted of any such offence. For the purposes of this declaration, Tenderers shall mean any agent of the Tenderer and any person who is concerned in the direction or management of the Tenderer.

28. Anti-Competitive Conduct

Tenderers particular attention is drawn to the application of the Competition Act 2002. The Act declares it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Should the HSE become aware of direct or indirect communications through trade associations or otherwise between Tenderers relating to the Contract or which might facilitate price collusion it shall be the policy of the HSE to notify the Competition Authority and suspend such Tenders. If the matter is not satisfactorily resolved by the time evaluation of all other Tenders is complete, the HSE will base its decision on all Tenders received but not suspended.

29. Official Amendments

If it is necessary for the HSE to amend the Tender Documents in any way prior to receipt of Tenders, all Tenderers will be notified simultaneously. If deemed appropriate by the HSE, the deadline for receipt of Tenders will be extended.

30. Cancellation of the Tender Process

The HSE reserves the right, at its discretion:

- to change the basis of, or procedures (including the timetable) relating to the Tender Process;
- to reject any or all Tenders;
- not to invite a Tenderer to proceed further to any stage of the Tender Process;
- not to furnish a Tenderer with additional information in respect of any aspect of its requirements or otherwise;
- not to otherwise negotiate with a Tenderer in respect of the award of the Contract;
- not to proceed with any Tender;
- to cancel at any stage the Tender Process, or any part thereof, at any time.

In the event of cancellation of the Tender Process, or any part thereof, Tenderers will be notified of the cancellation by the HSE. Cancellation may occur where, for example:

- the tender procedure has been unsuccessful i.e., no qualitatively or financially worthwhile Tender has been received or there is no response at all;
- the economic or technical data of the Contract have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the Contract impossible;
- all technically compliant Tenders exceed the financial resources available;
- the tendered services or products are no longer required;
- there have been irregularities in the procedure, in particular where these have prevented fair competition; or
- as otherwise permitted or contemplated by these Tender Competition Rules.

In no event shall the HSE be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of the Tender Process, or any part thereof. The publication of a procurement notice does not commit the HSE to proceed with a Tender Process or the award a Contract.

31. Conclusion of Contract

The successful Tenderer(s) will be informed in writing that their Tender(s) have been accepted.

Before the HSE signs the Contract with the successful Tenderer, the successful Tenderer must provide documentary proof of current insurance cover to HSE required levels, tax status and any other statements required in the Tender Documents. In the case of a Tenderer resident in the Republic of Ireland, it shall be a pre-condition that the Tenderer shall produce a current Tax Clearance Certificate or C2 Certificate issued by the Irish Revenue Commissioners. A non-resident Tenderer will require a statement from the Irish Revenue Commissioners that they are satisfied as to the suitability for tax purposes of entering into the Contract.

The HSE may consider a Tender null and void and invite another Tenderer to sign the Contract if:

- A successful Tenderer fails to provide a current Tax Clearance or Insurance Certificates within 15 calendar days following notification to the successful Tenderer;
- A successful Tenderer is found to have provided false information or fails to disclose a material change in the Tenderer's circumstances since the submission of its Tender or fails to validate specific aspects of its Tender on request from HSE.
- Within 15 days of receipt of the Contract, the selected Tenderer does not sign, date and return the Contract to the HSE.

The HSE reserves the right to put a contract in place for some, none or all of the products/services included in the specification of requirements under this Tender Process.

32. Standstill Period

No contract to which a standstill period applies will be executed or take effect until at least fourteen calendar days (if the notice is sent by fax or electronic means) or sixteen calendar days (if the notice is sent by any other means) after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this Tender Process (the "**Standstill Period**"). Unsuccessful Tenderers will be advised of the contract award decision as early as is practicable. The successful Tenderer will be notified of the contract award decision and of the expiry of any applicable Standstill Period.

The HSE recognises the importance of formally debriefing unsuccessful Tenderers. Debriefing will be undertaken in writing only, subject to the discretion of HSE.

33. Appeals

Where applicable, Tenderers have a right of review under the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (S.I. No. 130/2010).

With regard to time limits for initiating proceedings Tenderers should refer to the above Regulations.

34. Children's First Act Declaration

Where applicable and if relevant, confirm that all applicable requirements arising pursuant to the Children's First Act 2015 and the Children First National Guidance for the Protection and Welfare of Children 2017 shall be complied with.

35. Tender Competition Rules

Failure to comply with these Tender Competition Rules may disqualify a Tenderer.

SECTION C SELECTION CRITERIA

**European Single Procurement Document (ESPD) – Regulation (EU) 2016/7
Response Document**

see ESPD Tender

The ESPD asks potential suppliers to self-declare their status against the exclusion grounds and selection criteria questions. The status of potential suppliers can be checked at any stage throughout the procurement procedure but ideally prior to the award stage in an open procedure or the short-listing stage in a restricted procedure. This reduces the burden on unsuccessful suppliers and on organisations providing evidence for those checks. Under the legislation, the ESPD must now be provided in electronic format and the eESPD facilitates meeting this requirement. The ESPD request form is integrated within the RFT checklist on eTenders for above threshold tenders.

The primary sections of the ESPD are as follows:

- 1) Part I – Information concerning the procurement procedure and the contracting authority or contracting entity (auto fill- no effort require from the Tenderer)
- 2) Part II – Information concerning the economic operator (to be completed on line by the Candidate)
- 3) Part III – Covers a self-declaration on Exclusion grounds (to be completed on line by the Candidate)
- 4) Part IV – Covers a self-declaration on Selection criteria in respect of their financial standing and technical capacity (To be complete in this document Section D (page 25) of this document)

1. Preparing a Submission

1.1. Tenderers are required to complete the information requested in the online European Single Procurement Document (ESPD) and the Selection Criteria in this Response Document.

1.2. Tenderers are required to:

- 1.2.1.** Provide certain information in the on line ESPD Part II which is for information only;
- 1.2.2.** Provide information in the online ESPD Part III, which will determine if there are any exclusion grounds that apply under Regulation 57 of the Procurement Regulations;
- 1.2.3.** Self-certify that they are capable of answering the “pass/fail” questions in the ESPD Part IV in the affirmative;

1.3. Where Tenderers have self-certified that they are capable of answering the questions in the ESPD Part IV in the affirmative, the Contracting Authority will seek to verify this information from Tenderers prior to the awarding of the contract. If a Tenderers fails to provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

- 1.3.1.** Its fulfilment of any aspect of the selection criteria in this tender document;
- 1.3.2.** The absence of exclusion grounds under Regulation 57 of the Procurement Regulations; or
- 1.3.3.** The reliability of the Tenderers despite the existence of a relevant (or relevant) exclusion ground(s) in accordance with Regulation 57(12) of the Procurement Regulations

or fails to supply this evidence within seven days of request, it will be excluded from the Procurement Process.

1.4. If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Other Entity on whose capacity the Tenderer relies of the selection criteria (or any one of them) in accordance with this Tender Document and (ii) the absence of exclusion grounds in respect of any Other Entity, or the reliability of any Other Entity despite the existence of a relevant exclusion ground, it shall be excluded from further participation in this Tender Process *unless* it replaces the Other Entity with one which meets all relevant requirements of this procurement process.

2. Scoring Methodology

- 2.1. Submissions will be evaluated in accordance with the Exclusion and Selection criteria as specified in this section:
- 2.2. “Pass/fail” questions: Tenderers whose responses are considered to have passed these criteria will proceed to be assessed against the Award Criteria.

3. Evaluation of Submissions

- 3.1. The Contracting Authority will review the Tenderer’s Submissions in the following manner:
- 3.1.1. The Contracting Authority will first review the Tenderer’s Submissions to ensure that they are complete in all respects and compliant with the terms and rules set out in this tender document. Incomplete or non-compliant Submissions will be rejected (subject to the Contracting Authority’s right under the Procurement Regulations to clarify or query a Tenderer’s Submission).
- 3.1.2. Submissions that comply with 4.1.1 above will then be examined to determine if there are any exclusion grounds under Regulation 57 of the Procurement Regulations that apply to the Tenderer. If a relevant (or relevant) exclusion ground(s) apply, the Contracting Authority will examine the Tenderer’s additional information provided in accordance with Regulation 57(12) and (13) of the Procurement Regulations to determine the reliability of the Tenderer. If the Contracting Authority views the additional information as insufficient to demonstrate the Tenderer’s reliability, the Submission will be rejected.
- 3.1.3. Submissions that comply with 4.1.2 will then be examined to determine whether the Tenderer has self-certified that it meets all of the selection criteria set out in Part IV. If a Tenderer has failed to self-certify that it meets all of the selection criteria set out in Part IV, the Submission will be rejected.

(Part III of the ESPD) Exclusions Grounds (Pass/Fail)

Reference	Exclusion Grounds	Evaluation Methodology
ESPD Part III, 3.A.1 – 3.A.6 Mandatory Exclusions	Compliance with Regulation 57 (1) and 57 (2)	Pass or Fail A “No” Statement will result in a “Pass”. A “Yes” Statement will result in a “Fail” unless evidence is provided at 2.2 to demonstrate reliability in accordance with Regulation 57 (13) (self-cleaning) to the satisfaction of the authority.
ESPD Part III, 3.B.1 – 3.B.2 Mandatory Exclusions for Non- Payment of Taxes etc.	Compliance with Regulation 57 (3)	Pass or Fail A “No” statement will result in a “Pass”. A “Yes” Statement will result in a “Fail” unless evidence is provided at 2.3(b) to demonstrate the fulfilment of obligations in accordance with Regulation 57 (5)
ESPD Part III, 3.C.1 – 3.C.15 Discretionary Exclusions	Compliance with Regulation 57 (8)	Pass or Fail A “No” statement will result in a “Pass”. A “Yes” Statement will result in a “Fail” unless evidence is provided at 3.2 to demonstrate reliability in accordance with Regulation 57 (13) (self-cleaning) to the satisfaction of the authority.

SECTION D: SELECTION CRITERIA – ECONOMIC and TECHNICAL see Appendix 3 Selection Criteria Tender Response Document

1.1 The Selection Criteria for this competition are set out in the table below.

1.2 Tenderers must in the first instance declare by way of the ESPD that they satisfy the Selection Criteria and that they are able, upon request and without delay, to provide the supporting documentation specified below to the HSE.

1.3 Tenderers must have sufficient economic and financial standing to supply the Goods and Services over the term of the Contract. Tenderers are advised that the economic and financial standing criteria will be applied on a **pass/fail** basis. Tenderers that fail to pass any of the economic and financial standing criteria will be eliminated from the Competition.

<u>ECONOMIC AND FINANCIAL STANDING</u>		Scoring Methodology
IV.1 Economic and Financial Standing – Turnover	Turnover The Tenderer confirms that it meets (or is guaranteed by an Other Entity which meets) the minimum turnover requirement of €1,000,000 (ex VAT) per annum for each of the last three (3) financial years; or Where the Tenderer consists of a Consortium, the Tenderer must confirm that the aggregate turnover of the Consortium exceeds €1,000,000 per annum for each of the last three (3) financial years (and at least one member of the Consortium has a turnover of €500,000 (ex VAT) per annum for each of the last three (3) financial years with the other member(s) having a minimum combined turnover equal to or in excess of €500,000 (ex VAT) for each of the last three (3) financial years. Outstanding Claims, Litigation or Judgement The Candidate (and where the Candidate is a Consortium, each Consortium Member) must confirm that it will provide either (a) a description of any material pending or threatened tax or other regulatory investigations into the affairs of the Candidate, or (b) confirmation that no such investigations are pending or threatened. The Candidate (and where the Candidate is a Consortium, each Consortium Member) must confirm that it will provide either (a) a statement regarding any material outstanding judgements or court orders or material pending litigation or pending threatened litigation or other legal proceedings affecting itself, any proposed Subcontractor or any Consortium Member, for which specific provision has not been made within the latest set of audited financial statements or (b) confirmation that no such judgements, court orders, litigation or proceedings are outstanding, pending or threatened. Audit Opinion The Candidate (and where the Candidate is a Consortium, each Consortium Member) must confirm that it will provide (a) copies of full audited financial statements for the last two financial years, including all notes to the financial statements, and (b) confirmation the latest set of such financial statements have been filed with the Companies Registration Office (CRO) (or equivalent for non-Irish based companies) within the relevant statutory filing period.	Pass/Fail

	Alternatively, the Candidate (or, where relevant, the Consortium Member) must confirm that it will provide a reasonable and comprehensive explanation, which the Contracting Authority will consider, at its absolute discretion, as to why these statements have not been filed. The Candidate (and where the Candidate is a Consortium, each Consortium Member) must confirm that its latest set of audited financial statements have a clean audit opinion with no going concern qualification.	
IV.2 Economic and Financial Standing – Banker’s Letter	The Tenderer confirms that it can provide a signed statement from their principal bankers: i) Stating the length (in years) of their financial relationship; ii) Confirming that the bank is the Tenderer’s principal banker; iii) Confirming that all accounts held by the Tenderer are currently in good standing; iv) Confirming they have the financial capacity to undertake a contract of this value. Where the Tenderer consists of a Consortium, the information required above must be provided by each member of the Consortium.	Pass/Fail
IV.3 Insurance	The Tenderer confirms that it has in place (or has the ability to obtain) insurances of the following levels (as a minimum): Product Liability Insurance - €6.5m Professional Indemnity Insurance - €6.5m Public Liability Insurance - €6.5m Employer’s Liability Insurance - €12.7m Cyber Liability Insurance €1.0m	Pass/Fail
IV.4 Technical and Professional Capability	Tenderers must have sufficient technical and professional ability to supply the Goods and Services over the term of the Contract. Tenderers are advised that the technical and professional ability criteria will be applied on a pass/fail basis. Tenderers that fail to pass any of the technical and professional ability criteria will be eliminated from the Competition.	Scoring Methodology
IV.5 Relevant Experience	The Tenderer to provide evidence that they have, either individually or collectively as part of consortium, at any time in the last three (3) years, within EEA /Europe supplied on at least three (3) occasions’ services similar in scope to HSE requirements outlined in Section F. Applicants to provide evidence that they have proven expertise and experience designing and delivering the specific services required for the Lot they are bidding for as per Section F, for organisations of a similar size to the HSE. Applicants to provide evidence that they have proven in-house cybersecurity expertise. Applicants ideally should provide at least one Health Sector reference and provide the contract value for each reference. At least one satisfactory reference must be for services with a value of €100,000.	Pass/Fail

IV.6 Compliance & Legal	The cybersecurity services being provided must comply with : • Cybersecurity best practice and recognised security standards (e.g. ISO 27001). • HSE legal and regulatory obligations (e.g. GDPR, NIS2). • EU Accessibility Act 2025. The services should be provided from within the EU / EEA.	Information must be Provided
IV.7 Internal & External Quality Assurance and Accreditation	Applicants must demonstrate that they have appropriate external quality assurance mechanisms in place and accreditations attained relevant to each Category being applied for. Applicants will be required to provide details of external quality assurance (e.g., audits, evaluations etc.), the relevant accreditation body and validity period.	Information must be Provided
IV. 8 Staff Training and Vetting Procedures	Applicants must demonstrate that they have satisfactory staff training and vetting procedures in place and operation. Applicants are required to provide details of policies, procedures and practices in relation to training of staff and details in relation to their vetting procedures used when recruiting and employing staff.	Information must be Provided
IV.9 Children's First Act Declaration	Where applicable and if relevant, confirm that all applicable requirements arising pursuant to the Children's First Act 2015 and the Children First National Guidance for the Protection and Welfare of Children 2017 shall be complied with. See Part E of the TRD	Information must be Provided
IV.10 Environmental Management	Applicants should demonstrate that they have in place an environmental management and waste disposal policy and procedure in compliance with ISO 14000 or equivalent. Applicants are required to provide details of the environmental management measures that it has in place and outline its environmental management policies, procedures, and methodologies. Please provide copies of any relevant certificates.	Information must be Provided
IV.11 WEEE Registration	If applicable, applicants should have a current Certificate of Registration for Ireland from the WEEE Register Society Ltd (the "WEEE Register") or demonstrate that they have applied for a Certificate of Registration for Ireland from the WEEE Register. Applicants may be required to provide a copy of this Certificate and to confirm the period of validity of the Certificate.	Information must be Provided (If applicable)

Selection Criteria Evaluation

The Procurement Evaluation Group will evaluate each Selection Criterion, set out below;

Based on the submissions put forward by the Candidates, the Procurement Evaluation Group (PEG) will deem the information submitted by each Candidate against each criterion to be a Pass/Fail response. Please note a FAIL response is where the PEG deems the response to have failed the criteria set out under Section Criteria.

Score	Meaning
Pass	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Candidate will deliver to an excellent standard.
	A response that demonstrates real understanding of the requirements and convincing assurance that the Candidate will deliver to a high standard.
	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.
Fail	A response where reservations exist. Lacks full credibility / convincing detail, and there is a significant risk that the response will not be successful.
	A response where serious reservations exist – e.g., insufficient detail is provided, the response has fundamental flaws or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery
	No information is supplied

SECTION E AWARD CRITERIA see Tender Response Document Quality for each Lot

1. The Procurement Evaluation Group ('PEG') will apply the following Award Criteria to identify the Most Economically Advantageous Tender received.
2. The Contracting Authority will award the contract arising out of this Competition on the basis of Most Economically Advantageous Tender ("MEAT").
3. The MEAT will be determined following a qualitative and cost assessment and marks will be awarded according to the Award Criteria as set out in the Table(s) below:

Lot 1 Simulated Email Phishing Service and Provision of Custom Cybersecurity Training and Awareness Training

Tender Competition Award Criteria	Sub Criteria	Weighting %	Sub-Sub Criteria	Weighting %	Maximum Available Marks	Minimum Marks Required
Quality	Technical Requirements Section A	35%	Simulated Email Phishing Service	35%	350	175
	Business fit of the solution Section B	5%	Approach & Methodology to Service Delivery and Contract Management	5%	50	25
	Comprehensiveness of the solution Section C	10%	Quality, Relevant Experience and Availability of Resources of Proposed Teams	10%	100	50
Environmental & Sustainability	Environmental & Sustainability	5%	Environmental and Social Considerations	5%	50	25
Costs		45%		45%	450	
Total		100%		100%	1000	350

Lot 2 Simulated SMS (smishing) and Voice (Vishing) Campaign

Tender Competition Award Criteria	Sub Criteria	Weighting %	Sub-Sub Criteria	Weighting %	Maximum Available Marks	Minimum Marks Required
Quality	Technical Requirements Section A	35%	Simulated SMS (smishing) and Voice (Vishing) Campaign	35%	350	175
	Business fit of the solution Section B	5%	Approach & Methodology to Service Delivery and Contract Management	5%	50	25
	Comprehensiveness of the solution Section C	10%	Quality, Relevant Experience and Availability of Resources of Proposed Teams	10%	100	50
Environmental & Sustainability	Environmental & Sustainability	5%	Environmental and Social Considerations	5%	50	25
Costs		45%		45%	450	
Total		100%		100%	1000	350

1.1. Where relevant, Tenders must achieve the minimum percentage score as set out above in relation to non-cost Criteria. Failure to achieve the minimum score of the 50% required for an award Criteria will eliminate the tender submission from this tender process.

1.2. With regard to Mandatory Requirements (see Section F: Specification of Requirements), failure to meet all 'Mandatory' requirements in **each** of Parts A-E inclusive as stated, will result in the response being deemed not to meet minimum criteria, and will eliminate the tender submission from this tender process.

1.3. The Tenderer's final score will be rounded up to two decimal places (e.g. 15.55).

1.4. All sub criteria are of equal weighting, unless there is a specific value attached to a sub criterion

1.5. Tenderers must indicate if they have used AI in preparing their response. This is for information only.

1.6. Quality Criteria will be assessed first.

- 1.7. The PEG will review all Tender responses to the HSE Statement of Requirements including additional supporting documents provided.
- 1.8. All appendices and artefacts must be clearly referenced within the tenderer's response.
- 1.9. For any requirement in a Tenderer's response, any references to appendices, artefacts or other sections of a Tenderer's response must be clearly referenced in the requirements tenderer's response section.
- 1.10. Hyperlinks to appendices or external websites or additional reading material (unless stated) will not be accepted.
- 1.11. Embedded documents or unclear screen shots will not be accepted. These should be provided as clearly referenced appendices
- 1.12. The cover letter will not be evaluated.
- 1.13. For the avoidance of doubt, the PEG will not consider information included in another section of a tender unless the relevant information is clearly and specifically cross referenced in the section being evaluated.
- 1.14. All information requested should be provided in the order and format detailed within the Response Documents. Please do not provide organisational promotional material as the basis of your response to any of the questions as only responses provided in the requested format will be evaluated.
- 1.15. Where there is a restriction on word limits. This will be clearly marked for the Tenderer.
- 1.16. Where a page limit applies, the font Name and Size is indicated to clarify, e.g. the same font size as the document provided, or a specific size, e.g. Arial Font Size 10 single line spacing.

2. Quality Criteria and Commercial Evaluation Methodology is set out below;

- 2.1. For the non-cost criteria; (Quality and Environmental), identified in this tender (including sub-criteria/sub-sub criteria), the tender responses will be assessed and scored by the PEG against the following methodology:

Weighing (%)	Meaning
81 to 100	Excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
61 to 80	A very good response that demonstrates real understanding of the requirements and provides convincing assurance that the Tenderer will deliver to a very good or high standard.

Weighing (%)	Meaning
50 to 60	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21 to 49	A response where reservations exist. Lacks full credibility/convincing detail, and does not provide confidence to the Contracting Authority that the required services will be successfully delivered.
1 to 20	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

- 2.2.** The Tenderer's score will be rounded up to two decimal places (e.g. 15.55).
- 2.3.** Tenderers must achieve the minimum marks allocated to each of the award criteria. Failure to achieve the minimum mark in any one of the award criteria will result in the elimination of the Tender Response from the Competition.
- 2.4.** Those Tenderers that have not achieved the required Minimum Qualifying Marks for each of the award criteria will be eliminated from the Competition without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score.
- 2.5.** Those Tenderers that score a mark equal to or in excess of the Minimum Qualifying Threshold for each of the criteria, will proceed to be evaluated under the Cost Award Criteria.
- 2.6.** Scoring of the Award Criteria will be based on an assessment of the information provided by the Tenderers in their completed Tender Response Documents ("TRD") Quality and Specification of Requirement (Section F).

Note;

The HSE reserves the option of Tenderer's presentation of their Proposal. The presentation will be used to validate a Tenderer's response. The Contracting Authority will not be responsible for the cost of such presentations.

3. Costs Evaluation Methodology is set out below;

3.1. The Tenderer's score will be rounded up to two decimal places (e.g. 15.55).

3.2. Tenders will be evaluated in accordance with the following evaluation methodology in respect of the Costs Criteria

$$\frac{\text{Lowest Valid Total Cost}}{\text{Tenderer Total Cost}} \times \text{Maximum Mark Available (e.g. 40\%)} = \text{Tenderer Mark}$$

The Tenderer's mark will be rounded up to two decimal places.

Worked Example Only

- Tenderer A bids €18,000,000;
- Tenderer B bids €19,000,000; and
- Tenderer C bids €20,000,000

$$\frac{€18,000,000}{€18,000,000} \times 40\% = 40\% \text{ (Tenderer A)}$$

$$\frac{€18,000,000}{€19,000,000} \times 40\% = 37.89\% \text{ (Tenderer B)}$$

$$\frac{€18,000,000}{€20,000,000} \times 40\% = 36\% \text{ (Tenderer C)}$$

Tie Break

If the evaluation results in a tie between two or more Tenders, then the Tender that has been awarded the highest marks for the total quality element (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous Tender ("MEAT").

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed below until such time as a MEAT can be determined.

SECTION F STATEMENT OF REQUIREMENTS **see Appendix 4 Quality Tender Response Document**

With regard to Mandatory Requirements (see Section F: Specification of Requirements), failure to meet all 'Mandatory' requirements will result in the response being deemed not to meet minimum criteria, and will eliminate the tender submission from this tender process.

Please carefully read all parts of this Section as they are important to understanding the requirements of the HSE.

Introduction and General Overview of Requirements

The HSE, "Contracting Authority ", is seeking proposals from qualified vendors to provide the Cyber Security Awareness Services identified for each Lot individually. The particular requirements for each lot are outlined in Sections A, B and C below. The Cyber Security Awareness Services provided must align with NIS2 framework to ensure compliance with the latest regulatory standards and to prepare HSE's workforce for current and emerging cybersecurity challenges.

Section A Technical Functional Requirements

Lot 1 Provision of Simulated Email and Custom Cybersecurity Training and Awareness Training

The successful vendor / supplier to provide the following services to the HSE:

1. Functionality

- The design and delivery of effective simulated email phishing campaigns.
- Customisable email phishing templates reflecting real world phishing attack scenarios.
- Scheduling of simulated email phishing campaigns.
- The delivery of between 12 – 20 simulated email phishing campaigns per year to 110,000 HSE staff per campaign
- The ability to target entire the HSE workforce, different groups of HSE staff (e.g. Board, Senior Leadership, Finance, IT) and individual HSE staff.
- The ability to stagger the rollout of simulated phishing emails sent to HSE staff.
- Pretesting of simulated email phishing campaigns.
- Provision of immediate feedback for HSE staff who click on a link in a simulated phishing email or open an attachment or otherwise interact with the simulated phishing email.
- Provision of appropriate and HSE approved email domain names for use in simulated email phishing campaigns.
- Assurance that all simulated phishing emails have been delivered.
- Assurance that all simulated phishing emails registering as clicked have actually been clicked (i.e. no recording of false clicks).
- The ability to prove that links, etc. have been clicked by the email address recorded as having clicked them (i.e. if required to go right down to IP, location, etc. of the click).
- Safe handling of any data obtained from HSE staff during simulated phishing campaigns to prevent real-world harm or exposure.
- Development and delivery of customised and HSE branded cybersecurity awareness training and digital content.
- HSE roles based cybersecurity awareness training for different groups of HSE staff (e.g. all HSE staff, HSE Board & senior leadership, IT and third parties).

- Targeted cybersecurity awareness remediation training for HSE staff who interact with a simulated phishing email.
- Self-paced online cybersecurity awareness training modules.
- Cybersecurity awareness training including quizzes, challenges, interactions and simulations to test the knowledge of the HSE staff completing the training.
- Cybersecurity awareness training content must include Closed Captions as well as English subtitles.
- Cybersecurity awareness training modules must be capable of being hosted on the vendors / supplier's platform and/or the HSE Learning Management System (LMS).
- Development of additional short, focused cybersecurity videoclips and tips which are delivered via email or published on the supplier's platform and/or the HSE Learning Management System (LMS).
- Training content must be clear, concise and easy for all types of learners to understand.
- Training content must be tailored for Healthcare and comply with HSE's requirements in relation colours, logos, inclusivity and others as applicable.

2. Reporting & Analytics

- Generate reports & dashboards as and when required.
- Reports must be capable of reporting down to individual user level.
- Report must be capable of exporting in CSV format.
- Metrics to include:
 - a) Open rates (i.e. HSE staff who open a simulated phishing email).
 - b) Click rates (i.e. HSE staff who open a simulated phishing email and click on a link or open an attachment or otherwise interacted with the simulated phishing email).
 - c) Identification of repeat offenders (e.g. 'repeat clickers').
 - d) Delivery rates (i.e. simulated phishing emails successfully delivered).

3. Technical Requirements

- Integrate with Microsoft O365.
- Provide secure data handling and storage of HSE staff information (e.g. HSE email addresses, phone numbers, extensions).
- Provide secure storage of simulated phishing results.
- Support single sign-on (SSO) integration.
- Include role based administration.
- Provide multi-factor authentication (MFA) for administrators.
- Cater for AD synchronisation or bulk uploading of HSE staff email addresses.
- Learning resources for deployment on the HSE LMS must comply with the following:
 - a) SCORM 1.2, SCORM 2004, Tin Can, AICC
 - b) 520mb maximum file size
 - c) The latest versions of all the most popular internet browsers (including mobile browsers) must be supported .
 - d) The World Wide Web Consortium (W3C) Accessibility Guidelines.

4. Administration & Management

Allow administrators to:

- Create and schedule phishing campaigns.
- Customise phishing email templates.
- Manage user groups.

- Generate reports and dashboards.
 - Monitor simulated phishing campaigns as they are being deployed in real time.
5. Support
- Standard support – phone / email support Monday to Friday (9am – 5pm)
 - If deploying simulated phishing email 'out of hours' i.e. after 5pm or before 9am, the supplier must be able provide extended support (phone / email support) from 6am for early morning deployments and up to 10pm for evening deployments. Out of hours deployments happen between 8 and 10 times per year.
 - Direct one-on-one support during simulated phishing campaigns.
 - Defined escalation levels and processes to deal with problems.

The HSE will own any custom courses developed for them and the Intellectual Property Rights (IPR) for these custom courses.

Lot 2 Provision of simulated SMS (smishing) and Voice (Vishing) campaigns

The successful vendor / supplier will provide the following services to the HSE:

1. Smishing Functionality
 - Design and delivery of effective SMS (Smishing) based phishing campaigns targeting HSE staff.
 - The delivery of between 3 – 6 simulated smishing campaigns per year to between 100 – 500 HSE staff per campaign.
 - Realistic SMS messaging which reflects real world smishing attack scenarios (e.g. include HSE executive impersonation, IT support calls, or vendor impersonation.)
 - Scheduling of SMS customisable messages for individual HSE departments, roles, or risk profiles.
 - The ability to target entire HSE workforce, different groups of HSE staff (e.g. HSE Board, Senior Leadership, Finance, IT) and individual HSE staff.
 - Tracking and reporting of user interactions.
 - Safe handling of any data obtained from HSE staff during SMS (Smishing) phishing simulations to prevent real-world harm or exposure.
 - Targeted follow up training for HSE staff who interact with the SMS (Smishing) phishing simulations.
2. Vishing Functionality
 - Design and delivery of effective Voice (Vishing) based phishing campaigns targeting HSE staff.
 - The delivery of between 3 – 6 simulated vishing campaigns per year to between 100 – 500 HSE staff per campaign.
 - Realistic voice messaging which reflects real world vishing attack scenarios (e.g. include HSE executive impersonation, IT support calls, or vendor impersonation.)
 - Scheduling of voice customisable messages for individual HSE departments, roles, or risk profiles.
 - The ability to target entire HSE workforce, different groups of HSE staff (e.g. HSE Board, Senior Leadership, Finance, IT) and individual HSE staff.
 - Tracking and reporting of user interactions (verbal responses, compliance, escalation).
 - Safe handling of any data obtained from HSE staff during Voice (Vishing) phishing simulations to prevent real-world harm or exposure.
 - Targeted follow up training for HSE staff who interact with the Voice (Vishing) phishing simulations.
3. Reporting & Analytics
 - Generate reports & dashboards as and when required.
 - Reports must be capable of reporting down to individual user level.
 - Report must be capable of exporting in CSV format.
 - Metrics to include:
 - 1) Clicks or interaction with SMS links.
 - 2) Disclosure of sensitive information over phone.
 - 3) Reporting rate of suspicious SMS messages or calls.
 - 4) HSE department-level and organisation-level trends.

4. Technical Requirements

- Integrate with Microsoft O365 if required.
- Provide secure data handling and storage of HSE staff information (e.g. HSE email addresses, phone numbers, extensions).
- Provide secure storage of simulated Smishing and Vishing phishing results.
- Include role based administration.
- Provide multi-factor authentication (MFA) for administrators.
- Comply with GDPR.

5. Administration & Management

Allow administrators to:

- Create or schedule Smishing and Vishing phishing campaigns.
- Customise Smishing and Vishing phishing templates.
- Manage user groups.
- Generate reports and dashboards.

Section B Business fit and Comprehensiveness of the Solution

Lot 1 Provision of Simulated Email Phishing Services and Custom Cybersecurity Training & Awareness Training

In relation to the deployment and operation of Lot 1: Provision of Simulated Email Phishing Services and Custom Cybersecurity Training & Awareness Training for the HSE, which will cover the requirements contained within Quality Tender Response Document (TRD) and Specification of Requirements (Section F above), the Tenderer must demonstrate (and link to the requirements contained within Quality TRD and Section F where applicable)

- a detailed implementation schedule/project plan, inclusive of milestones and RAID (Risks, Assumptions, Issues and Dependencies) which they will use in the event of winning this contract
- detail how their proposed solution will be on-boarded into the HSE, whilst causing minimal or zero impact to the delivery of clinical services, business operations, technical operations and to the HSE's existing cyber security posture
- the defined roles and responsibilities of both the Tenderer and the HSE at all stages of implementation

Tenderers must demonstrate their approach to contract management for the duration of the Services Contract, including the following at a minimum:

- Details of support arrangements including performance management and quality assurance;
- Communications process, liaison and reporting structure;
- Problem resolution, escalation process and details of service level agreements (SLA's).

Lot 2 Provision of simulated SMS (smishing) and Voice (Vishing) campaigns

In relation to the deployment and operation of Lot 2 Provision of simulated SMS (smishing) and Voice (Vishing) campaigns for the HSE, which will cover the requirements contained within Quality Tender Response Document (TRD) and Specification of Requirements (Section F above), the Tenderer must demonstrate (and link to the requirements contained within Quality TRD and Section F where applicable)

- a detailed implementation schedule/project plan, inclusive of milestones and RAID (Risks, Assumptions, Issues and Dependencies) which they will use in the event of winning this contract
- detail how their proposed solution will be on-boarded into the HSE, whilst causing minimal or zero impact to the delivery of clinical services, business operations, technical operations and to the HSE's existing cyber security posture
- the defined roles and responsibilities of both the Tenderer and the HSE at all stages of implementation

Tenderers must demonstrate their approach to contract management for the duration of the Services Contract, including the following at a minimum:

- Details of support arrangements including performance management and quality assurance;
- Communications process, liaison and reporting structure;
- Problem resolution, escalation process and details of service level agreements (SLA's).

Section C: Comprehensiveness of the solution

This is the same for Lot 1 and 2.

A. Tenderers should address the following:

- Provide an organogram showing the resource allocation and management accountability.
- The tenderer must provide a Nominated Account Manager for initial and ongoing Customer Relationship Management
- Clearly demonstrate your proposed resourcing structure including resource allocation and management accountability to meet the requirements of the HSE.
- Clearly demonstrate roles and responsibilities of proposed resources where applicable.
- Chargeable resources in the pricing schedule should align with those identified in the Resource Plan

B. Relevant Experience

- Provide details of tenderer background and experience.
- Details of similar projects completed in the last 3 years.
- Provide a detailed description of the simulated phishing platform and services to be provided.
- Details of security certifications and compliance standards currently held.
- Tenderers must demonstrate relevant experience with specific examples and references.
- The tenderer must provide evidence of any relevant accreditations or partnerships.
- The tenderer must provide Three (3) testimonials from previous clients, highlighting the effectiveness of their solution.

SECTION G TENDERER'S RESPONSE DOCUMENT – PRICING SCHEDULE - COST **see Appendix 5 Pricing Cost Tender Response Document**

Tenderers are required to complete the Tender Response Document (TRD) COSTS for the appropriate Lot (as set out without qualification or amendment). Tenders submitted containing pricing in any other form will not be considered and may be rejected.

Cost Structure

Lot 1 Provision of Simulated Email Phishing Services and Custom Cybersecurity Training & Awareness Training

The tenderer must provide a detailed breakdown of the costs (in Euro's €) as required in Table 1 of Tender Response Document (TRD) COSTS for Lot 1.

Lot 2 Provision of simulated SMS (smishing) and Voice (Vishing) campaigns

The tenderer must provide a detailed breakdown of the costs (in Euro's €) as required in Table 1 of Tender Response Document (TRD) COSTS for Lot 2.

Additional documents on Etenders for this competition.

- **Appendix 6 Cyber Crime Insurance Questionnaire**
- **Appendix 7 Consortium Bidding Guide**

- **Appendix 8 HSE Service Provider Data Protection Agreement**
- **Appendix 9 HSE Standard Terms for Services and Supplies**
- **Appendix 10 Services Contract Template**
- **Appendix 11 Tender Competition Rules**

SECTION H TENDERER'S OBLIGATIONS & DECLARATIONS

H.1 Statement of Compliance

- The Tenderer agrees to submit this tender in accordance with the tender documents and all other relevant information referenced in the tender documentation and warrants that their proposal is fully compliant with all mandatory requirements, regulations and legislation in the tender documents.
- Additionally, the tenderer agrees that all its bid documents and responses to the aforementioned tender will, at the option of the HSE, become a legally binding and essential portion of the final contract between the tenderer (if selected) and the HSE. The Tenderer further agrees to respect the tendering process and not to engage in predatory pricing if his/her tender submission is unsuccessful.
- The Tenderer understands that failure to comply with this requirement may adversely affect inclusion on future bid lists.

H.2 Confirmation of Communication Protocol

- We wish to acknowledge receipt of the Invitation to Tender and acceptance of the prevailing HSE Standard Conditions of Contract and any additional terms detailed in the Invitation to Tender and Agreement and pertinent to the above competition.
- We also wish to confirm acceptance of Communications Protocol as outlined in this invitation to provide a Tender and competition rules document for the above competition.

H.3 Certificate of Bona Fide Tender

- The essence of tendering is that the client shall receive confidential bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a confidential and bona fide tender, intended to be competitive, and that we have not confided with or made any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable time for this letter any of the following acts: -
 - Communicating to a person other than the person calling for this tender the amount or approximate amount of the proposed tender.
 - Entering into any arrangement or agreement with any other person that he shall refrain from proposing or as to the amount of any tender to be submitted.
- Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.
- In this certificate the word "person" includes any person(s) and anybody or association, corporate or unincorporated; and "agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular.
- Tenders' particular attention is drawn to the application of the Competition Act 2002 (as amended). The Competition Act makes it a criminal offence for Tenders to collude on prices or terms in a public tendering procedure. Should the Contracting Authorities become aware of direct or indirect

communications, through trade associations or otherwise, between tenders relating to contract conditions or which might facilitate price collusion, it shall be the policy of the Contracting Authorities to disqualify such tenders and to notify the matter to the Competition Authority with the recommendation that action be taken against the tenderers involved.

H.4 Confidentiality

- The Health Service Executive undertakes to hold confidential any information provided by applicants in response to this notice subject to their obligation under Law. The HSE, however, may share information received with relevant Government Departments, who are subject to Freedom of Information Act, which came into force on 21st April 1998.
- Applicants should state if any of the information supplied by them in response to this notice, is confidential or commercially sensitive and should not be disclosed in response to a request for information under the aforementioned Act. Applications should state why they consider the information to be confidential or commercially sensitive.
- If applicants consider that none of the information supplied by them is confidential or commercially sensitive, they should make a statement to that effect.

Tender Reference	Information	Reason for commercial sensitivity	Proposed duration of commercial sensitivity

H.5 Tenderer Declaration

Tenderers who fail to sign the declaration below (without qualification or amendment) will be excluded from the Tender Process.

The undersigned as an officer of the stated Tenderer:

1. Declares that the Tenderer has not been the subject of any of the offences set out in article articles 57 and its derivatives of directive 2014/24/EU
2. Agrees to the HSE's Tender Competition Rules available to download on: www.hse.ie
3. Accepts that the Contract- draft copy included in the documentation, without material variation as judged by HSE, will form the basis of the contract.
4. Confirms that the Tender fully meets or exceeds those (minimum) requirements as specified by HSE.
5. Agrees that the Tender Documents and Tender will, at the option of HSE, become legally binding and an essential portion of the Contract, if awarded.
6. Declares that the Tenderer has no material conflict of interest affecting the scope of the Contract.
7. Declares that the Tender takes account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out or the service is to be supplied.
8. Is prepared to put in place additional levels of insurance, if required and requested by HSE.

9. Agrees to the HSE's Supplier Charter available to download on: www.hse.ie
10. If awarded the Contract agrees to provide such management reports and other information as may be required by HSE, HIQA or other relevant bodies from time to time.
11. Certifies that this is a bona fide Tender, intended to be competitive, and that the Tenderer has not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person(s).

Additionally Tenderers are required to confirm whether:

- (1) The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.

Tenderers Response: _____

- (2) The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

Tenderers Response: _____

The table below must be signed by an Officer duly authorised on behalf of the Tenderer:

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Signed: (Authorised Officer)	
Block Capitals:	
Position in Company	
Supplier:	
Registered Office:	
Date:	

Tenderers Checklist

Number	Item	Check
1	Late Tenders will not be accepted, have you noted the submission closing date and time?	
2	Have you completed the Selection Criteria Response Section of this document in full?	
3	Have you completed the Statement of Requirements Response Section of this document in full?	
4	Have you completed and signed the Compulsory Pricing schedule?	
5	Have you completed and signed all appendices of this document?	
6	Have you completed and signed Section H Tenderers Obligations?	