



Seirbhís Phríosúin
na hÉireann
Irish Prison Service

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Single Party Framework for the provision of Fixed Voice and Voice over IP (VoIP) Services & Associated Products & Services
Contracting Authorities:	The Irish Prison Service (IPS), Department of Justice Home Affairs and Migration & associated agencies and the Legal Aid Board
Procedure:	Open
eTenders/OJEU ref:	8534356
Issue Date:	Thursday 2 nd July 2026
Closing Date for Queries:	12 noon (Local Time) Friday, 17 th July 2026
Closing Date for Tender Submission:	12 noon (Local Time) Tuesday, 4 th August 2026
Submissions and Queries via:	eTenders only

Notes:

- Please note that information relating to this qualification stage, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.
- Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

The Contracting Authority has provided a Tender Response Document and a Pricing Schedule as separate documents for tenderers to use in preparing their response to this tender. These documents and format must be used and uploaded as a ZIP folder on eTenders to protect the integrity of file names.

1. Contents

Disclaimer	5
Use of eTenders	5
Use of a Tender Response Document	6
1 About the Contracting Authority.....	1
1.1 The Contracting Authority.....	1
1.2 Small and Medium Enterprise participation	1
2 About the Framework Agreement.....	2
2.1 Type of Framework.....	2
2.2 Scope of Requirements under the Framework Agreement.....	2
2.2.1 The Overall Scope of the Framework Agreement	2
2.2.2 A summary of the initial call-off contract	2
2.2.3 Nature of Additional / Call-Off Contracts under the Framework.....	2
2.3 Numbers admitted to the Framework.....	2
2.4 Duration of the Framework Agreement	3
2.5 Duration of the initial call-off contract	3
2.6 Estimated Value for the Framework Agreement	3
2.7 Estimated Value of the initial call-off contract.....	3
2.8 Anticipated Timeline.....	3
2.9 Awarding Contracts under the Framework Agreement	4
2.10 Award to Runner Up	4
2.11 Right to tender outside of the Framework	4
2.12 Compliance with the Terms and Conditions of the Framework Agreement	4
3 Specification of Requirements	5
3.1 Detailed Specification of Requirements for the Initial Contract and for the Framework Agreement	5
3.2 Detailed specification of requirements	5
3.2.1 Mandatory Requirements.....	5
3.3 Migration/ Overall Project Plan.....	8
3.3.1 Governance & Project Management.....	8
3.3.2 Discovery & Current State Validation	8
3.3.3 Porting Strategy & Approach	9
3.3.4 Port-Day Execution Plan	9
3.3.5 Testing & Acceptance	9
3.3.6 Risk Management & Mitigation	9

3.3.7	Communications & Stakeholder Management.....	9
3.3.8	Transition, Decommissioning & Handover	9
3.4	Support level Requirements.....	10
3.5	Contract Management.....	10
3.5.1	Deputing Account Management	11
3.5.2	Communication Protocol	11
3.5.3	Escalation Procedure	11
3.5.4	Billing and administration requirements.....	11
3.5.5	Operation of a Service Level Agreement	11
3.5.6	Review of Supplier Performance.....	12
3.6	Sustainability Requirements	12
3.7	Innovation and Added value	12
3.8	Health and Safety	12
4	Selection Criteria	13
4.1	Use of the European Single Procurement Document.....	13
4.2	Relying on the standing of other Entities.....	13
4.3	General Information, Declarations and Financial Capacity Requirements	14
4.4	Technical Capacity Requirements.....	16
5	Award Criteria	19
5.1	Methodology for calculating the Cost Score	20
5.2	Methodology for scoring Qualitative Criteria	21
5.3	Post Tender Clarification.....	21
5.4	Verification.....	21
5.5	Clarification of Abnormally Low Tenders	21
5.6	Right to Confirm Suitability	22
6	Instructions for Tenderers.....	23
6.1	Multiple Participation	23
6.2	Queries.....	23
6.3	Closing Date for Tenders.....	23
6.4	Extension of the Tender Deadline	23
6.5	Submission of Tenders.....	24
6.5.1	Accessing Documents	24
6.5.2	Submitting your Response	24
6.6	Tender Validity Period	25
6.7	Discrepancies between Documents	25
6.8	Formatting of Tenders / Amending Tender Documents.....	25

6.9	Collusive Tendering.....	25
6.10	Confidentiality	26
6.11	Clarification of Tenders	26
6.12	Correction of errors	26
6.13	Change in the composition of a Tender	26
6.14	Interference and Inducement to Purchase	26
6.15	Conflict of Interest.....	27
6.16	Publicity.....	27
6.17	Right Not to Award	27
6.18	Notification of Tender Evaluations	27
6.19	Award Notices	28
6.20	Policy on Personal Debriefings.....	28
6.21	Copyright.....	28
6.22	Brand Names, etc.	28
6.23	Environmental Aspects	28
6.24	Knowledge and Skills Transfer.....	28
6.25	Currency and Payments	28
6.26	Irish Legislation and Law	29
6.27	Anti-Competitive Conduct.....	29
6.28	Accessibility / Dignity at Work.....	29
6.29	Withholding Tax.....	29
6.30	Freedom of Information	29
6.31	International Procurement Instrument	30
6.32	Foreign Subsidies Regulation	30
6.33	Late Payment.....	30
6.34	Data Protection	30
6.35	Responsibility of Successful Party.....	31

Disclaimer

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

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

At its absolute discretion, the Contracting Authority may elect to terminate this procurement process at any time, or any contract awarded in accordance with the agreed termination provisions of the contract.

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tender considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

If any individual member of a Tenderer grouping is included in more than one tender for this competition, each individual or lead in a group must provide a statement declaring that they are aware of this ‘multiple participation’ and this has been brought to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Tenderer to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders:
<https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support:
<https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 - IPS Fixed Voice - Pricing Schedule
- Appendix 2 – Draft Single Party Framework Agreement
- Appendix 3 – Draft Services Contract
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names

1 About the Contracting Authority

1.1 The Contracting Authority

Irish Prison Services (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

It should be noted that the Department of Justice Home Affairs and Migration & associated agencies and the Legal Aid Board will also be availing of this Framework Agreement.

Political responsibility for the Prison System in Ireland is vested in the Minister for Justice. The Irish Prison Service operates as an executive office within the Department of Justice, Home Affairs and Migration. It is headed by a Director General supported by 5 Directors.

The Irish Prison Service deals with male offenders and female offenders who are 18 years of age or over.

There are 12 institutions in the Irish Prison System consisting of 10 traditional “closed” institutions and two open centres, which operate with minimal internal and perimeter security.

Further information is available at our corporate website www.irishprisons.ie

1.2 Small and Medium Enterprise participation

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

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

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

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

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

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

2 About the Framework Agreement

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

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

2.2 Scope of Requirements under the Framework Agreement.

2.2.1 The Overall Scope of the Framework Agreement

In summary, the Services comprise: A single supplier for the Supply of Fixed Voice and Voice over IP (VoIP) Services and Associated Products and Services to The Irish Prison Service (IPS), Department of Justice Home Affairs and Migration & associated agencies and the Legal Aid Board.

2.2.2 A summary of the initial call-off contract

The Contracting Authority operates a number of fixed voice and Voice over IP (VoIP) lines across its offices nationwide and seeks to continue the provision of these telecommunications services.

While it is indicated that the initial contract may be awarded to the most economically advantageous tender immediately following the establishment of the framework, it should be noted that the Contracting Authority may at its sole discretion establish the framework agreement without awarding the initial contract should the circumstances so dictate.

For full details of the specification, please refer to Section 3 below.

2.2.3 Nature of Additional / Call-Off Contracts under the Framework

Additional Contracts likely to arise under the framework include but are not limited to:

- Follow-on services/additional supplies linked to the initial contract
- New services/additional supplies directly linked to the initial contract and/or scope outlined in the Framework
- Provision of the services in new locations which may be onboarded during the framework period

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

2.3 Numbers admitted to the Framework

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

2.4 Duration of the Framework Agreement

The framework agreement will be for a maximum period of **six (6)** years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

The extended duration for the framework has been selected for a number of reasons including:

- The embedded and strategic nature of the Contracting Authority's solution and associated services amounts to a significant investment from a resource and technology perspective. To award a framework for a shorter period would cause significant disruption to the workings of the Contracting Authority and the delivery of services.
- The financial cost for the Contracting Authority in procuring the supplies and services will amount to a significant investment and this investment could not be optimised and the necessary return achieved if the services were required for a shorter period and would ultimately not deliver value for money on behalf of the taxpayer.

2.5 Duration of the initial call-off contract

The initial call-off contract will cover the provision of the services outlined in Section 3 below for a period of two (2) years, with an option to extend for two periods of one (1) year subject to strategic alignment, satisfactory performance and budget availability, bringing a possible total initial contract period of four (4) years.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed **€6,500,000** excluding VAT.

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

The likely value of contracts to be awarded under the framework will be in the region of **€1,000 to €3,600,000**.

2.7 Estimated Value of the initial call-off contract

The value of the initial call-off contract is in the region of **€2,500,000 to €3,600,000**.

2.8 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Initial Evaluation of responses	Week Beginning – Monday 10 th August 2026

Clarification/verification meetings (if anticipated)	Week Beginning – Monday 17 th August 2026
Award decision	September 2026
Framework Agreement Commencement	Quarter 4 2026

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

2.9 Awarding Contracts under the Framework Agreement

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

2.10 Award to Runner Up

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

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

2.11 Right to tender outside of the Framework

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

2.12 Compliance with the Terms and Conditions of the Framework Agreement

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

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

3 Specification of Requirements

3.1 Detailed Specification of Requirements for the Initial Contract and for the Framework Agreement

The framework agreement will be established on foot of this tender competition for an initial contract for the provision of Fixed Voice and Voice over IP (VoIP) Services & Associated Products & Services to the Irish Prison Service (IPS), Department of Justice Home Affairs and Migration & associated agencies and the Legal Aid Board. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The Contracting Authority are seeking to enter a multi-year contract for the provision of:

- SIP trunking
- PSTN/fixed lines
- related services.

The objective of this RFT is to leverage the aggregate the fixed line requirements to secure an effective service at a competitive cost with coverage from the same provider.

Each Contracting Authority named will sign a separate contract.

Day-to-day management of the contract, including billing and payment, will be carried out separately by/for each of the Contracting Authority.

The Contracting Authority are continually reviewing their inventory of lines, and this may result in the cessation of some PSTNs, BRA's and PRA's listed in the attached inventory and additions through expansion or migration to SIP.

During the life of this contract fixed line services may migrate to SIP or be reduced to provide backup connectivity.

Currently the Contracting Authority's Voice Core presents a Cisco Unified Border Element (CUBE) Router to carriers in two locations - IPS HQ Longford and Revenue Commissioners Data Centre St Johns Road.

The Contracting Authority operates a Cisco Unified Communications Manager (CUCM) with Survivable Remote Site Telephony (SRST).

Tenderers must provide an itemised breakdown of the costs in the 'Costs' section of their response. The provision of this breakdown of costs is mandatory and failure to comply will result in elimination from the Competition.

3.2 Detailed specification of requirements

3.2.1 Mandatory Requirements

Tenderers are required to confirm their ability to meet the following mandatory requirements in the attached Tender Response Document.

If a Tenderer's solution fails to meet any of the listed mandatory requirements, it will be eliminated and excluded from further evaluation in this the tender process.

A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

3.2.1.1 SIP Requirements

MR 1	SIP REQUIREMENTS
MR 1.1	The Tenderer must confirm that all services and products offered are of merchantable quality and comply with all applicable technical and quality standards required under National and EU legislation?
MR 1.2	The Tenderer must confirm that it holds all licences and authorisations required for the provision of Fixed Voice and VoIP Services in the Republic of Ireland and complies with all applicable number portability requirements.
MR 1.3	The Tenderer must confirm that all services and products offered are suitable for use in terms of, inter alia, robustness, noise and other emissions, and are in compliance with all relevant national, EU and international standards and guidelines in this regard. Where it can be shown that the tenderer has sold a service or product that is in contravention of this confirmation the tenderer will remedy/replace that service or product or refund the cost.
MR 1.4	<p>The Tenderer must confirm must that it can establish and maintain peering connections with the Contracting Authority's Voice Core at both the Revenue Data Centre, St. John's Road, and the IPS Headquarters, Ballinalee Road, Longford.</p> <p>The Tenderer must acknowledge that an inability to provide peering at both locations will render its tender non-compliant and inadmissible.</p> <p>IP connectivity from the peering points to the Contracting Authority's sites is the responsibility of the Contracting Authority.</p>
MR 1.5	<p>The Tenderer must confirm that all peering connections will be provided over private dedicated bandwidth and will not adversely impact, degrade, or reduce the performance of any existing IP services.</p> <p>The Tenderer must further confirm that no peering connectivity will be provided via the public Internet and acknowledges that any proposal relying on peering via the public Internet will be deemed non-compliant and inadmissible.</p>
MR 1.6	The Tenderer must confirm that its proposed SIP Trunk solution will provide a minimum of 400 simultaneous voice channels to the IPS Voice Core. The Tenderer further confirms that, during normal operations, the 400 channels will be available from both peering locations and that, during maintenance activities, resilience testing, or service failures, the solution is capable of supporting all 400 simultaneous channels from either the IPS Headquarters, Ballinalee Road, Longford, or the Revenue Data Centre, St. John's Road, as a single operational location.
MR 1.7	The Tenderer must confirm that the proposed SIP Trunk service provides both inbound and outbound calling capabilities.

MR 1.8	The Tenderer must confirm that they can provide a recommended/ Validated Configuration for Cisco CUBE and their network.
MR 1.9	The Tenderer must confirm that the proposed SIP Trunk service supports the presentation of individual Calling Line Identification (CLI) numbers and the presentation of outbound calls as “Private”.
MR 1.10	<p>Currently all inbound calls are presented to Cisco CUBE in both Data Centres.</p> <p>Tenderers, please confirm that In the event of the SIP trunk or the Contracting Authority’s Voice Core failing, inbound calls must be presented to the SRST router on each IPS/DOJ site. They SRST router requires the last four digits to match the last four digits of the site dialling plan.</p> <p>Tenders MUST provide details of how this feature operates and confirms that this service will be in operation within 3 months of contract award.</p>

3.2.1.2 Billing requirements

MR 2	BILLING REQUIREMENTS
MR 2.1	The Tenderer must confirm that it has the capability to provide detailed call billing and reporting that enables call charges to be attributed and billed back to the originating agency, functional group, department, or cost centre, as required by the Contracting Authority.
MR 2.2	<p>IPS operates a Staff House telephony system across 14 locations and a Prisoner Phone system (PPS) across 14 locations. Currently House and prisoner phone system present unique CLI’s to the carrier.</p> <p>The Tenderer must confirm that the proposed service supports billing and reporting broken down by each IPS location and by service function (Staff House Telephony and Prisoner Phone System). The Tenderer further confirms that unique CLIs presented by the IPS systems can be used to facilitate accurate charge allocation and reporting.</p>
MR 2.3	The Tenderer must confirm that it will provide electronic billing in Microsoft Excel format (Microsoft Excel 2007 or later .xlsx format) and that all billing data will be available in a format suitable for analysis, reconciliation and reporting by the Contracting Authority.
MR 2.4	The Tenderer must confirm that, where number porting is required, it will manage and complete the porting process in its entirety within a single billing cycle (i.e. one calendar month) from the agreed port commencement date, ensuring continuity of service and minimising disruption to the Contracting Authority.

3.2.1.3 Support Requirements

MR 2	SUPPORT REQUIREMENTS
-------------	-----------------------------

MR 3.1	The Tenderer must confirm that it will provide a helpdesk service, either shared or dedicated, available 24 hours per day, 7 days per week, 365 days per year. The helpdesk shall be accessible via telephone and/or a web-based portal and shall provide incident logging, tracking, escalation, status updates, and management through to resolution.
MR 3.2	The Tenderer must confirm that it will meet the incident response and resolution times specified in Table 1. The Tenderer further confirms that, where on-site support is required, such support will be provided at the Contracting Authority's locations at IPS Headquarters, Ballinalee Road, Longford, and the Revenue Data Centre, St. John's Road, Dublin.
MR 3.3	The Tenderer must confirm that all support services, including any third-party and OEM support services where applicable, are delivered from locations operating within no more than one (1) hour ahead of or behind the GMT time zone (GMT ±1 hour).
MR 3.4	The Tenderer must confirm that all software updates, patches, service packs, maintenance releases, and version upgrades required to maintain the supported status, security, and functionality of the proposed solution are included within the contract and provided at no additional cost to the Contracting Authority.

3.3 Migration/ Overall Project Plan

The Contracting Authority are seeking an example of a detailed project plan and delivery methodology for the porting of fixed lines services from an incumbent provider(s) to the Tenderer.

The Tenderer must demonstrate a robust, low-risk, and well-governed approach that ensures continuity of service and regulatory compliance.

Please Note: Tenderers must address each of the following requirements as part of their response.

3.3.1 Governance & Project Management

- Project structure and governance model
- Roles and responsibilities (including Authority vs Tenderer)
- Escalation routes and decision-making authority
- Reporting cadence and artefacts
- Named project resources and experience

3.3.2 Discovery & Current State Validation

- Validation of existing numbers, circuits, and services
- Identification of critical lines (emergency, alarms, elevators, etc)
- Identification of hidden dependencies (fax, modems, legacy services)
- Data validation and reconciliation methodology

3.3.3 Porting Strategy & Approach

- Proposed porting strategy (big-bang, phased, site-by-site, number range)
- Justification for the chosen approach
- Handling of partial ports and complex number ranges
- Approach to minimising disruption and downtime to the Contracting Authority

3.3.4 Port-Day Execution Plan

- Detailed port-day runbook
- Timing and sequencing of activities
- Out-of-hours working arrangements
- Command-and-control / bridge call approach
- Defined responsibilities during the port window

3.3.5 Testing & Acceptance

- Pre-port testing activities
- Port-day validation steps
- Post-port acceptance criteria
- Fault resolution and re-testing process

3.3.6 Risk Management & Mitigation

- Identification of key porting risks
- Risk mitigation strategies
- Rollback and reversion plans
- Business continuity arrangements

3.3.7 Communications & Stakeholder Management

- Internal and external communication approach
- User notification and readiness activities
- Support model during and after porting
- Service desk integration/transition to standard support arrangements

3.3.8 Transition, Decommissioning & Handover

- Cease and decommissioning approach
- Billing reconciliation and validation
- Documentation handover

3.4 Support level Requirements

Definition	Response Time	Resolution Time
<p>Priority Level 1: Critical Issues:</p> <p>Critical issues are defined but not limited to:</p> <ul style="list-style-type: none"> • Hardware/Software failure causing an 80% reduction of service. • Any issue concerning the software in question that the Framework Client deems to threaten the Confidentiality, Integrity and Availability of the Framework Client’s IT infrastructure or data • Escalation of Major issues, defined below, not resolved within 24 hours of a call being logged 	20 Minutes	Within four hours of issue being logged.
<p>Priority Level 2: Major Issues</p> <p>Major incidents are defined but are not limited to:</p> <ul style="list-style-type: none"> • Partial software failure causing a 50% reduction of service. • Escalation of Minor issues, defined below, not resolved within 48 hours of a call being logged. 	20 Minutes	Within twenty-four hours of issue being logged.
<p>Priority Level 3: Minor Issues</p> <p>Minor incidents are defined but are not limited to:</p> <ul style="list-style-type: none"> • Software upgrades • Queries relating to product capabilities 	40 Minutes	Within forty -eight hours of issue being logged.

3.5 Contract Management

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

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

The Contract Manager will meet with the appointed Contract Manager on a regular basis in person or virtually, to review performance in accordance with the contract. The frequency of these meetings will be determined and agreed by both parties prior to commencement.

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

3.5.1 Deputing Account Management

Tenderers must provide the name and contact details of a second member of staff who can deputise for the principal account manager during planned or unplanned absences.

3.5.2 Communication Protocol

Tenderers must provide their proposed method and schedule of communication. That is how and when the appointed Contracting Authority's Contract Manager will be updated on the status of the contract. Tenderers must also provide details of the planned frequency of operational and strategic reviews.

The successful tenderer is required to propose a schedule of communication for the provision of the services. This will be agreed with the Contracting Authority and will form part of the Service Level Agreement.

3.5.3 Escalation Procedure

Tenderers must provide an escalation procedure identifying their nominated staff members who will act as escalation points should issues not be readily resolved with the nominated Contracting Authority point of contact.

This escalation will not happen without the relevant members of staff being informed.

3.5.4 Billing and administration requirements.

Tenderers are required as part of their response to provide details of their billing process. For the purpose of evaluations please provide details of a monthly billing cycle, a sample invoice and all relevant back up that would be provided to allow each Contracting Authority to confirm usage and correct billing.

Please also provide details of the normal time required from end of month to submission of invoice and relevant back up for payment.

3.5.4.1 Billing Query Process

Tenderers are required as part of their response to provide details of the protocols/ procedures in place to address any billing issues.

3.5.5 Operation of a Service Level Agreement

A Service Level Agreement (SLA) with agreed Key Performance Indicators (KPI) will be the process for measuring performance.

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

Tenderers are required to provide a proposed draft SLA to the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the contract.

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

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Service Credits (service credits are a mechanism by which additional services are offered by the framework member to compensate for failure by the Agency to meet agreed deadlines or performance standards, e.g. additional hours of service offered).
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

3.5.6 Review of Supplier Performance

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

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

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

3.6 Sustainability Requirements

Tenderers are required as part of their response to detail how the three pillars of sustainability - social, environmental and economic might be applied in the delivery of the requirements outlined in this RFT

3.7 Innovation and Added value

Tenderers are required as part of their response, any innovation or added value they can provide to enhance the participant experience without any additional cost to the Contracting Authority.

3.8 Health and Safety

The successful tenderer will put in place policies and procedures to promote a positive Health & Safety culture for their employees, which may will include but not limited to:

- Taking reasonable care for personal wellbeing/safety.
- Ensuring that other persons are not harmed by the actions/inactions of workers
- The successful tenderer (and its employees or agents) must comply with all applicable workplace health and safety laws and all safety instructions reasonably issued by the Contracting Authority from time to time
- The successful tenderer will promptly notify the Contracting Authority of any workplace health and safety incidents that occur or of any involvement by workplace health and safety officials in connection with the Services.

4 Selection Criteria

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the standing of other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime Entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractors) **will not** be accepted or responded to.

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

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

- Identify in Section 1.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 1.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.
- Ensure Section 1.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.

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

- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (3 reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 1.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

4.3 General Information, Declarations and Financial Capacity Requirements

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

General Information (1.1)

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

Financial and Economic Standing

Tax Compliance (1.2)

Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.

Financial Capacity (1.3)

(a) Confirmation that the tendering party turnover exceeded **€1.2 million** during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.

(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

Evidence of both statements will be required prior to the award of any contract.

Insurance (1.4)

Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified below.

A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract.

The successful Tenderer will, during the term of the Contract, be required to:

- a) immediately advise the Contracting Authority of any material change to its insured status:
- b) produce proof of current premiums paid upon request:
- c) produce valid certificates of insurance upon request:

Confirmation of the following insurances being in place:

Insurance Type	Required Level
Employer’s Liability	€13 million for any one claim or series of claims arising out of a single occurrence per insurance year.

	Public Liability	€6.5 million limit for any one claim or series of claims per insurance year.
	Product Liability	€1 million limit for any one claim or series of claims arising out of a single occurrence and in the aggregate for all claims per insurance year.
	Cyber Insurance	€1 million limit for any one claim or series of claims per insurance year.

Declaration of Bona Fides, Statutory Obligations (under Article 57 of Public Sector Directive 2014/24/EU), Art. 5K Regulation 2022/576/EU, and GDPR (1.5)

Tenderers must complete, sign and date these Declarations:

- a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.
- b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.
- c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 (“GDPR”).

The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.

Note: Where a consortium is successful, each member of the consortium may be required to complete this Declaration of Bona Fides.

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

4.4 Technical Capacity Requirements

Previous Experience (1.6)

Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable experience/projects, involving the features as defined in the TRD. Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered services of a comparable nature and scale on three (3) occasions. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. In completing the table for each reference project, Tenderers must provide sufficient information to allow the

Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

The contracts listed should be chosen to demonstrate the firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, at least one of the projects must have involved the 3rd party identified in Section 1.1 of the TRD.

Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that this is a pass/fail criterion, and the Contracting Authority may deem a Tenderer inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Note #5: Any reference contracts presented must have been substantially delivered by the Tendering party.

Personnel and Skills (1.7)

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that multiple skills may reside in the same person.

Please attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, if applicable.

Skillset Required	Minimum Number
Account Manager	1
Support Staff	2

Quality Assurance Measures (1.8)

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.

Environmental Assurance Measures (1.9)

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.

5 Award Criteria

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

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

Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	40%	4,000	2,000
Title	Fitness for purpose of the Proposed Solution & proposed Migration/ Project plan.		
Description	<p>Tenderers are required to confirm the mandatory requirements presented in section 3.2.1 of this RFT. These requirements will be evaluated on a pass/fail basis. If a Tenderer's solution fails to meet any of the listed mandatory requirements, it will be eliminated and excluded from further evaluation in this the tender process.</p> <p>Tenderers must also provide details of their proposed approach and methodology for the delivery of this project. This must be described comprehensively.</p> <p>A detailed timeline and Gantt Chart (or similar) should be provided and should clearly set out how the requirements will be met.</p> <p>Finally, tenderers must include a detailed critical path and identify along the critical path any risks and proposed mitigations if required.</p>		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3,000	1,500
Title	Account Management, Support & Billing		
Description	<p>Tenderers must provide a detailed description of how this requirement will be managed over the lifetime of the framework agreement outlining:</p> <ul style="list-style-type: none"> • Nominated Account Manager (CV to be provided) • Methodology of communication for the duration of the framework • Schedule of communication • Escalation procedures <p>Tenderers must also provide the process in place to deliver support. Please refer to Section 3.5 for guidance.</p> <p>Finally, tenderers must detail within their response to this criterion how the billing and administration requirements outlined in section 3.5.4 will be addressed over the duration of the initial contract.</p>		

	This criterion will be evaluated strictly on the basis of the totality of the tenderer’s submission, and no sub-criteria will be used.		
Criterion C	Weighting	Maximum Marks	Min. Marks Required
	10%	1,000	N/A
Title	Sustainability, Innovation and added value		
Description	<p>Tenderers are required to provided details of how the principles of sustainability may be applied over the duration of the contract and benefit the overall project.</p> <p>Also, tenderers are required to provide details of how innovation and added value may be achieved over the contract duration with no additional cost to IPS.</p> <p>Please refer to sections 5.6 and 5.7 of the RFT for guidance.</p>		
Criterion D	Weighting	Maximum Marks	Min. Marks Required
	20%	2,000	N/A
Title	Ultimate Cost		
Description	Tenderers are required to populate the attached Appendix 1 - IPS Fixed Voice - Pricing Schedule, with the final figure inserted into Table 1 of the Form of Tender, included within the Tender Response document.		

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

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<50%	Unacceptable	Less than 50% is unacceptable. The Tender will be considered ineligible from further consideration.
0%	No response	The Tenderer failed to provide a response to the Criterion.
Less than 50% is unacceptable and considered ineligible from further consideration		

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

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting

Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

5.6 Right to Confirm Suitability

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

6 Instructions for Tenderers

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

6.1 Multiple Participation

All Tenderers should note that if any individual member of a grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a statement declaring that they are aware of this 'multiple participation' and this has been brought to the attention of all the groupings they belong to.

6.2 Queries

The closing date for the queries are specified on the title page.

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

In circulating responses, queries will be anonymised and will be published in the CfT Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

6.3 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

6.4 Extension of the Tender Deadline

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

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

6.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time, noting that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

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

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

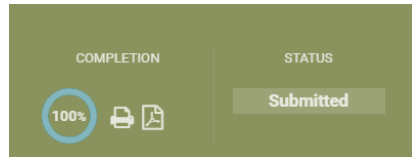
6.5.1 Accessing Documents

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

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

6.5.2 Submitting your Response

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



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

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

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

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

6.6 Tender Validity Period

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

6.7 Discrepancies between Documents

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

6.8 Formatting of Tenders / Amending Tender Documents

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

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

6.9 Collusive Tendering

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

6.10 Confidentiality

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

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

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

6.11 Clarification of Tenders

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

6.12 Correction of errors

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

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

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

6.13 Change in the composition of a Tender

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

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

6.14 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and

comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.15 Conflict of Interest

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

6.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/framework agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

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

6.17 Right Not to Award

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

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

6.18 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and

that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

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

6.19 Award Notices

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

6.20 Policy on Personal Debriefings

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

6.21 Copyright

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

6.22 Brand Names, etc.

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

6.23 Environmental Aspects

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

6.24 Knowledge and Skills Transfer

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

6.25 Currency and Payments

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

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

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

6.26 Irish Legislation and Law

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

6.27 Anti-Competitive Conduct

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

6.28 Accessibility / Dignity at Work

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

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

6.29 Withholding Tax

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

6.30 Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders and any subsequent clarifications should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable;

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

6.31 International Procurement Instrument

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

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.32 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

6.33 Late Payment

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

6.34 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 (“General Data Protection Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

6.35 Responsibility of Successful Party

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