REQUEST FOR TENDERS

Request for Tender to establish a Multi-Party Framework Agreement for the provision of Microsoft Application Development Services for Coimisiún na Meán

Procedure Used:	**Open**
Issue Date:	9 July 2026
eTenders Resource ID:	**8606775**
Deadline for receipt of Tenders:	**21 August 2026 at 15:00 Irish standard time**
[redacted]	
Deadline for queries:	**7 August 2026 at 15:00 Irish standard time**
[redacted]	
All queries must be submitted via the eTenders messaging function.	
[redacted]	
Responses to clarifications will be posted on www.etenders.gov.ie	
[redacted]	
Tenders must be submitted via the electronic submission facility on www.etenders.gov.ie only. **Please read this document in conjunction with the separate Tender Response Document (TRD). In case of any inconsistencies between this document and the TRD document, the current document will take precedence.**	

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1. INTRODUCTION

Coimisiún na Meán (the Commission), is Ireland's agency for developing and regulating a thriving, diverse, creative, safe and trusted media landscape. As the independent media regulator, we are responsible for regulating broadcasters, video-on-demand providers and online platforms established in Ireland. Our wide-reaching remit also includes supporting and developing the Irish media sector. Our organisation was established in March 2023, further to the provisions of the Online Safety and Media Regulation Act 2022. Further information can be found here: https://www.cnam.ie/about/.

While the Commission's functions and objectives are evolving, our key pieces of legislation are:

i. The Broadcasting Act 2009
ii. The Digital Services Act
iii. The Audio-Visual Media Service Directive
iv. The Terrorist Content Online Regulation

The Commission regulates:

a) providers of broadcasting services
b) providers of audiovisual on-demand media services
c) providers of designated online services
d) intermediary service provider (VLOPs/VLOSEs and below threshold)
e) hosting service providers

The Commission's regulatory functions can be divided into the below areas.

Broadcasting and Video-On-Demand

- Licensing radio and television services additional to those provided by RTÉ, TG4, the Houses of the Oireachtas Channel and the Irish Film Channel.
- Regulating TV and radio services and audiovisual/video-on-demand services established in Ireland.
- Having overall responsibility for the regulation of Irish public service broadcasters.
- Devising and implementing codes and rules for programme content on Irish broadcasting services.
- Handling complaints from viewers and listeners concerning content broadcast by licensed and public service broadcasters and made available on video-on-demand services.
- Implementing a range of plurality activities, including providing advice to the Minister in respect of media mergers.

Media development

- Run funding schemes to support the production and preservation of culturally valuable broadcast content (e.g. Local Democracy Reporting Scheme, Courts Reporting Scheme).
- Support the development of the media sector through sponsorship and the implementation of sectoral learning and development programmes.
- Promote media literacy initiatives,

- Promote high standards of environmental practices in the media sector,
- Promote Gender, Equality, Diversity and Inclusion Strategy for the Audio and Audiovisual sector.

Online Safety

- The Commission recognises online safety as a key priority and will hold digital services accountable for how they protect people, especially children, from harm online.
- Supervise and enforce the Online Safety Framework which comprises:
    - The Online Safety and Media Regulation Act 2022, the basis for our Online Safety Code (OSC). Under the OSC, we regulate video-sharing platforms based in Ireland such as X, Instagram, Facebook, Pinterest, Udemy, LinkedIn, TikTok, Tumblr and YouTube.
    - The EU Digital Services Act (DSA). Under the DSA we regulate intermediary service providers as well as very large online platforms and very large online search engines.
    - The EU Terrorist Content Online Regulation (TCOR). Under TCOR we regulate hosting service providers based in Ireland.
- Supporting individuals through our contact centre.
- Handling complaints made to us under the DSA.

2. SCOPE OF FRAMEWORK AGREEMENT

The Commission is seeking the provision of Microsoft application development services including but not limited to Microsoft Dynamics 365, Microsoft Power Platform and the wider Microsoft 365 ecosystem, as well as other Microsoft application development tools as may be required (the "Services").

The detailed scope of Services is set out in Appendix 1 - Specification of Services. In particular, Appendix 1 includes the requirements for a Minimum Viable Product (MVP) Dynamics 365 CRM solution to support the Commission's Broadcasting and Video-on-Demand (BVOD) complaints handling process. The qualitative award criteria set out in Section 6.2 of this RFT will assess Tenderers' proposed approach to the delivery of the Services including development, implementation, support, contract management and innovation, and, where specified, the application of these to the BVOD complaints handling process MVP requirements.

The Commission currently anticipates that the development and delivery of the BVOD complaints handling process MVP will be the first contract awarded to the First Ranked Framework Member under the Framework Agreement subject to the terms of the Framework Agreement. The scope of any such contract will be set out in the relevant Call-Off Order and may develop from the requirements outlined in Appendix 1.

Any Framework Agreement that may result from this public procurement competition (the "Competition") will be for a term of four (4) years (the "Term"). For the avoidance of doubt, the Commission confirms that the term of any contracts awarded under the Framework Agreement (each a "Call-Off Contract") may extend beyond the date of expiry of the Framework Agreement.

In this Request for Tenders (this “RFT”), a “Tender” means a submission made by an economic operator in response to this Competition, and a “Tenderer” means any economic operator that submits a Tender.

Capitalised terms used but not defined in this RFT shall have the meanings given to them in the Framework Agreement.

The Commission reserves the right to undertake related or similar activities outside the scope of this Framework Agreement, including through other contractual arrangements.

The Commission intends to establish the Framework Agreement as a Multi-Party Framework Agreement with four (4) parties, being the highest scoring admissible Tenderers as identified following the evaluation of Tenders. This is subject to there being four (4) qualifying Tenderers. Should there be a lower number of qualifying Tenderers, the Commission reserves the right to establish the Framework Agreement with the qualifying parties available, even where this may result in only one party qualifying.

The deadline for receipt of Tenders is stated on the cover page.

3. VALUE OF THE FRAMEWORK AGREEMENT, PAYMENT AND COSTS

The Commission anticipates that the maximum value of the Framework Agreement will not exceed €4,000,000 (four million Euro) exclusive of VAT, over the Term. This figure is indicative only and does not constitute a commitment by the Commission to award Call-Off Contracts under this Framework Agreement to this value.

The Commission will not be responsible for any errors in the calculation of costs provided in response to this RFT. It is the responsibility of Tenderers to ensure that all costs quoted are accurate, complete and correctly calculated.

Tenderers must confirm that all day rates quoted in their Tenders will remain valid for the duration of the Framework Agreement. The pricing of the BVOD complaints handling process MVP Dynamics 365 CRM solution (see Appendix 1), including the proposed resource mix, the estimated number of days for each resource and the total price, shall be held fixed for a period of 12 months from the Commencement Date of the Framework Agreement. The Framework Member awarded the Call-Off Contract for the BVOD MVP will be contractually bound to deliver the BVOD MVP using no less than the resource mix and estimated number of days proposed in its Pricing Response Document at the fixed price quoted.

It is a requirement of this Competition that the resource mix and estimated number of days proposed for the BVOD MVP in the Pricing Response Document are consistent with the delivery approach described in the Tenderer’s qualitative response to the BVOD complaints handling process MVP requirements. Tenders that do not demonstrate such consistency may be deemed non-compliant.

Payment will be made on the basis of valid invoices submitted in accordance with the Commission’s payment terms, as set out in the Framework Agreement.

Tenderers shall submit all costs using the Pricing Response Document.

All costs shall be provided in Euros (€) and shall be exclusive of Value Added Tax (VAT).

4. OPERATION OF FRAMEWORK AGREEMENT

The Framework Agreement that may be established pursuant to this Competition will be operated in accordance with the Framework Rules set out in Schedule 1 to the Framework Agreement. The Framework Agreement will be a multi-supplier framework with a maximum of four (4) Framework Members ranked in order of their performance in this Competition.

Call-Off Contracts will be awarded to Framework Members by either Cascade or Mini-Competition as described below. Cascade will be the primary method of award.

4.1 Cascade

Where the Commission has a requirement for Services during the term of the Framework Agreement, it will issue a Call-Off Order to the First-Ranked Framework Member, setting out the scope and term of the proposed Call-Off Contract. The First-Ranked Framework Member will be required to confirm its acceptance of the Call-Off Order within the period stipulated in the Call-Off Order together with confirmation of the Key Personnel to be deployed, the applicable fees and, where required, a proposed implementation plan.

If the First-Ranked Framework Member does not accept, or is deemed to have refused, a Call-Off Order (including where capacity constraints or a Conflict of Interest prevents it from performing the proposed Call-Off Contract), the Commission will issue the Call-Off Order to the next-ranked Framework Member. This process will be repeated in order of ranking until a Framework Member accepts the Call-Off Order or the Commission terminates the award procedure.

The Commission reserves the right to relegate the highest-ranked Framework Member to the last position in the ranking where specified performance thresholds or engagement obligations are not met in accordance with the Ranking Relegation Procedure set out in the Framework Rules.

4.2 Mini-Competition

The Commission may, at its discretion, award a Call-Off Contract by Mini-Competition where it determines that one or more of the following objective criteria are met:

(a) the Services required are of a multi-disciplinary nature requiring the assessment of differing approaches or methodologies;
(b) the Services involve novel, complex or strategically significant matters where the Commission considers it would benefit from evaluating competing Mini-Tenders; or

(c) the Commission considers that a Mini-Competition is likely to deliver demonstrably better value for money than a Cascade award.

Where the Commission elects to conduct a Mini-Competition, it will issue a Request for Mini-Tenders to all Framework Members capable of performing the relevant Call-Off Contract. The Request for Mini-Tenders will set out the scope of the requirement, the applicable award criteria and weightings and the deadline for submission of Mini-Tenders. Mini-Tenders must be submitted in writing, and their content shall remain confidential until at least the stipulated submission deadline has expired.

Mini-Tenders will be evaluated on the basis of the most economically advantageous tender applying the award criteria and weightings specified in the relevant Request for Mini-Tenders. Fees proposed in any Mini-Tender must not exceed the rates set out in the relevant Framework Member's Tender.

Appointment to the Framework Agreement does not guarantee the award of any Call-Off Contract. The Commission is under no obligation to award any minimum value or volume of Call-Off Contracts and retains the right to use its own personnel or third parties outside the Framework for the provision of services similar or identical to the Services. For the avoidance of doubt, the Commission confirms that the term of any Call-Off Contract awarded under the Framework Agreement may extend beyond the expiry date of the Framework Agreement itself.

5. INSTRUCTIONS TO TENDERERS

5.1 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If a Tenderer considers that it is missing any document or information which would prevent the submission of a comprehensive Tender, the Tenderer should notify the Commission via the eTenders messaging function as soon as possible.

Tenderers shall immediately notify the Commission if they become aware of any ambiguity, discrepancy, error or omission in the RFT. Upon receipt of such notification, the Commission shall issue a written clarification or ruling, which shall be communicated to all Tenderers via eTenders and shall form part of the RFT.

5.2 Deadline for receipt of Tenders

The deadline for receipt of Tenders is **stated on the cover page.**

5.3 Queries

All queries relating to this Competition must be submitted via the **eTenders messaging function by the deadline for queries as stated on the cover page**.

Clarifications and responses will be issued through eTenders and will be made available to all Tenderers to ensure equal treatment.

Deadline for queries is stated on the cover page.

5.4 Submission of Tenders

Tenders must be submitted via the electronic submission facility on www.etenders.gov.ie by the deadline for receipt of Tenders.

Tenders submitted by any other means, including hard copy, email or fax, will not be considered. Late Tenders will not be accepted.

5.4.1 Format for submission of Tenders

Tender submissions must be completed using the **Tender Response Document**.

Tenderers should note that page limits apply to certain qualitative award criteria, as specified in the Tender Response Document.

The format of the Tender Response Document must be complied with, and each requirement must be responded to in the order set out in the document.

The Tender Response Document is provided in Word format to allow additional pages or text boxes to be inserted where necessary. Tenderers must **not** submit responses to award criteria in separate appendices or standalone documents.

5.4.2 European Single Procurement Document (ESPD)

Tenderers must complete and submit the European Single Procurement Document ("ESPD") as a separate attachment with their Tender submission.

The ESPD constitutes a self-declaration by the Tenderer that:

a) the Tenderer is not subject to any of the exclusion grounds;
b) the Tenderer satisfies the Selection Criteria on financial and economic standing set out in this RFT; and
c) the Tenderer will, upon request and without delay, provide the supporting documentary evidence required by the Commission.

Where a Tender is submitted by a consortium, joint venture or group of economic operators, a separate ESPD must be completed and submitted by each participating entity where applicable.

Where a Tenderer relies on the capacity of another entity, including a subcontractor, to satisfy the above points *a* to *c*, a separate ESPD must also be submitted for each such entity.

5.5 Qualification of Tenders

Qualifications, conditions or caveats attached to a Tender may be regarded as a counteroffer and may result in the Tender being deemed non-compliant and rejected.

Variant Tenders will not be accepted. Tenderers must submit their Tenders strictly in accordance with the requirements set out in this RFT and the Tender Response Document. Any Tender that offers an alternative to the requirements specified may be deemed non-compliant and rejected.

5.6 Modifications to Tenders prior to the deadline for receipt of Tenders

Tenderers may modify or withdraw their Tender at any time prior to the deadline for receipt of Tenders by submitting a revised Tender via eTenders.

The most recent valid submission received via eTenders by the deadline will be deemed to be the Tenderer's final Tender. No modifications will be accepted after the deadline.

5.7 Extension of Tender period

The Commission reserves the right, at its sole discretion, to extend the deadline for receipt of Tenders by issuing a notice to Tenderers via eTenders no later than six calendar days prior to the original deadline.

5.8 Cost of preparation of Tenders

The Commission will not be liable for any costs incurred by Tenderers in the preparation or submission of Tenders or in relation to any associated activities. Tenderers are responsible for ensuring that they fully understand the requirements of this RFT and for any costs incurred in attending clarification or other meetings, where required.

5.9 Tender Validity Period

Tenders shall remain valid for a period of **twelve (12) months** from the deadline for receipt of Tenders.

5.10 Currency

Tender prices may be submitted in Euro only. All invoices and payments will be in Euro only.

5.11 Confidentiality

This RFT is issued solely for the purpose of obtaining Tenders for the Services described herein and does not confer any right to use the documentation for any other purpose.

Tenderers shall treat all information supplied in connection with this Competition as confidential. The Commission will use reasonable endeavours to treat confidential information received from Tenderers as confidential, subject to its obligations under applicable law, including the Freedom of Information Acts.

5.12 Conflict of interest

Any conflict of interest involving a Tenderer must be fully disclosed to the Commission. Any registerable interest involving the Tenderer and the Commission or employees of the Commission or their relatives must be fully disclosed in the Tender or should be communicated to the Commission 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 a Framework Agreement or a Call-Off Contract. The terms ‘registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or a Call-Off Contract entered into by a Tenderer, depending on when the conflict of interest comes to light.

For the purpose of this procurement process, the following is a non-exhaustive list of situations which could give rise to a conflict of interest, and which must be disclosed to the Commission:

(i) having an interest which would or could compromise the independence of the Tenderer in its performance of the Services;

(ii) having an interest which could create the perception that the independence of the Tenderer in its performance of the Services might be compromised;

(iii) having a substantial pecuniary interest (whether by way of shareholding or otherwise) in an entity which may or does fall within the competence of the Commission under the Broadcasting Act 2009 (as amended) or otherwise;

(iv) having a contract (whether oral or written) with any entity regulated by the Commission or potentially affected by any decisions of the Commission or any person which represent any persons regulated or potentially affected by decisions of the Commission;

(v) having a position of employment, directorship (executive or non-executive) or any position of emolument with any person regulated by the Commission or potentially affected by any decisions of the Commission or which represent persons regulated or potentially affected by decisions of the Commission;

(vi) where the Tenderer has in the recent past undertaken work for an organisation (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by the Commission and which are in any way connected with the Services;

(vii) where the Tenderer was privy to confidential information that would give, or might reasonably be perceived to give, the Tenderer (and by extension the Commission) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by the Commission relating to, or connected with, matters falling within the scope of the Services.

5.13 Freedom of Information Act

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to the Commission's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The Tenderer will agree that, should it wish any confidential information supplied by it to the Commission not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. The Commission will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, the Commission will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with the Commission or as set out in the Freedom of Information Act 2014.

5.14 Data protection

In this clause, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including, but not limited to, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation") and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

The Commission will be a data controller (where Data Controller has the meaning given to it under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given to it under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any data provided by it in its Tender, is required to confirm in the statement required in the Form of Tender in Tender Response Document that all Data Subjects (where Data Subject has the meaning given to it 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 Commission and the assessment panel for the purposes of the participation of the Tenderer in this Competition or that the Tenderer has a legal basis for providing such Personal Data to the Commission for the purposes of its participation in this Competition.

Note to Tenderers: If providing personal data, please provide ALL personal data in a separate appendix to the main body of your Tender submission.

5.15 Tax Clearance Certificate

The successful Tenderers must hold and maintain valid tax clearance for the duration of the Framework Agreement and any Call-Off Contract awarded under it. Further information is available at www.revenue.ie.

5.16 Irish Legislation

Tenderers should be aware that Irish national legislation applies in matters such as employment, working hours, official secrets, data protection, and health and safety. All relevant aspects of such legislation must be observed at all times by the successful service providers.

Tenderers must also have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing Tenders and delivering Services under the Framework Agreement.

5.17 Determination of responsiveness

After the official opening of Tenders, the Commission or its staff or agents will determine whether each Tender is substantially responsive to the requirements of the RFT.

If a material deviation exists that limits in any substantial way the Commission's rights or the Tenderer's obligations under the Framework Agreement, the Tender shall be rejected.

5.18 Clarification of Tenders

Without prejudice to the conduct of this Competition, to assist in the examination and comparison of Tenders, the Commission may ask Tenderers for clarification of aspects of their Tenders, including a breakdown of the financial proposal or other information.

5.19 Consortia and Prime/Subcontractors

Where a group of undertakings submit a Tender in response to this RFT, the Commission will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of any Call-Off Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members.

5.20 Correction of errors

The Commission may examine Tenders for arithmetical errors. Where there is a discrepancy between figures and words, the amount in words shall prevail. Where there is a discrepancy between a unit rate and an extended total, the unit rate shall prevail unless the Commission determines that a manifest error has been made. Any correction will be notified to the Tenderer for confirmation. Where a Tenderer does not accept the correction, the Commission may reject the Tender.

5.21 Abnormally Low Tenders

Where a Tender appears to the Commission to be abnormally low in relation to the Services, the Commission reserves the right to request written clarification from the Tenderer regarding the price or costs proposed.

Such clarification may include, but is not limited to, information relating to the economics of the method of delivery, the technical solution proposed, the Tenderer's assumptions, compliance with applicable environmental, social and labour law obligations, and any other matter relevant to the price or costs proposed.

The Commission reserves the right to reject a Tender where the Tenderer fails to provide a satisfactory explanation for the price or costs proposed.

5.22 Interference

Any effort by the Tenderer to unduly influence the Commission, relevant Commission 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 a Framework Agreement shall result in their Tender being rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a Framework Agreement will be deemed to have been paid or given corruptly unless the contrary is proved.

5.23 Inducements to purchase

The Commission shall be entitled to disqualify a Tenderer in the following circumstances:

- If the Tenderer has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Framework Agreement award procedure or showing or forbearing to show favour or disfavour to any person in relation to this Framework Agreement award procedure or any other Framework Agreement award procedure with the Commission, or

- If like acts have been done by any other person employed by the Tenderer or acting on its behalf (whether with or without the knowledge of the Tenderer).

The Competition Act, 2014 makes it a criminal offence for Tenderers to collude on prices or terms in a public Tender procedure. Where the Commission has reasonable grounds to believe that a Tenderer may have been involved in collusion, it shall be entitled to exclude such Tenderer from the Competition at its sole discretion.

5.24 Notification of Tender evaluations

All Tenderers will be informed of the outcome of their Tender following Tender evaluation and subsequent clarifications (if any), as well as of any decisions reached regarding the award of this Framework Agreement.

5.25 Standstill Period

Following notification of the award decision, the Commission will observe the applicable standstill period in accordance with the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended).

No Framework Agreement will be concluded until the expiry of the standstill period.

5.26 Award to runner-up

If for any reason it is not possible to conclude the Framework Agreement with any successful Tenderer, or if any successful Tenderer fails to meet, or the Commission reasonably considers that it cannot meet, its obligations under the Framework Agreement, the Commission reserves the right to exclude that Tenderer and to offer admission to the Framework Agreement to the next-highest-scoring Tenderer on the same terms, at any time during the Tender validity period. This shall be without prejudice to the right of the Commission to cancel this Competition and/or initiate a new procurement process at its sole discretion.

5.27 Payment

The Commission operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 as amended.

5.28 Terms and Conditions

The terms and conditions of the Framework Agreement and the template Call-Off Contract are set out in the documents issued under separate cover. The template Call-Off Contract is based on the Office of Government Procurement (OGP) template services contract but has been supplemented with additional provisions specific to this Framework Agreement and the Services. Tenderers are advised to review the Call-Off Contract carefully. Tenderers must submit their Tenders on the basis of those terms and conditions. Admission to the Framework Agreement is conditional upon acceptance of those terms and conditions in full.

Tenderers should also note that the Call-Off Contract includes provision for the application of liquidated damages in the event of late delivery of Services or failure to achieve Milestones by their target completion dates. Tenderers are advised to review the relevant provisions of the Call-Off Contract carefully and to take account of these provisions when preparing their Tenders.

5.29 Law

The Commission and the successful Tenderers shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the Framework Agreement.

6. EVALUATION OF TENDERS

6.1 Exclusion Grounds

Tenderers must confirm by completing the Tender Response Document or through the ESPD that none of the mandatory or discretionary exclusion grounds set out under Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply.

The Commission reserves the right to exclude any Tenderer at any stage of the Competition where:
- a mandatory exclusion ground applies;
- a discretionary exclusion ground applies;
- the Tenderer has provided false or misleading information;
- the Tenderer cannot provide supporting evidence upon request; or
- a conflict of interest or distortion of competition cannot be effectively remedied.

Tenderers will either pass OR fail each of the Selection Criteria in part 6.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Tenderers should use the Tender Response Document to provide the information required under the Selection Criteria.

All self-declared information will be verified prior to the award of the Framework Agreement. In the event that this verification process reveals that misleading or inaccurate information has been provided, their Tender will be rejected from further consideration. Moreover, the Tenderer may be precluded, at the discretion of the Commission, from participating in future competitions.

Following a request from the Commission, the Tenderer will have five (5) working days to provide the required evidence. If the Tenderer is not in a position to provide the required evidence within this timeframe, their Tender may be eliminated from further consideration.

6.1.1 Confirmation of Eligibility

Tenderers are required to provide the following information in the Tender Response Document:
- Contact information for the Tenderer;
- Details of any proposed partnership, consortium or subcontracting arrangements, including the names of all subcontractors and/or consortium members involved in the delivery of the Services;

- A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- The name, title, telephone number and email address of the nominated contact authorised to represent the Prime Contractor.

6.1.2 Tenderer's Statement

Tenderers must complete and sign the Tenderer's Statement set out in the Tender Response Document.

The Tenderer's Statement must be printed on the Tenderer's headed paper, signed by a duly authorised signatory of the Tenderer's organisation, and submitted as part of the Tender.

6.2 Selection criteria

6.2.1 Economic and Financial Standing

Tenderers must declare in the Tender Response Document or by way of eESPD that they satisfy the economic and financial standing requirements set out below and that they are capable of providing the supporting evidence upon request and without delay, to provide the supporting documentation specified below to the Commission in each case.

Insurance (Pass/Fail criterion)	
Requirement	Tenderers must declare that they have in place (or have the ability to obtain) the following levels of insurance: • Professional Indemnity Insurance (€2m limit for any one claim per period of insurance) • Public Liability Insurance (€6.5m limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance) • Employer's Liability Insurance (€13 m limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance) • Cyber Insurance (€1m limit for any one claim and in the aggregate per insurance policy year) Should the Tenderer's insurance levels currently in place be lower than those required above, the Tenderer must confirm that they will be able to meet the required levels under the Framework Agreement.

	In the case of a consortium or joint venture, this requirement is only required to be met by the Prime Contractor. However, Tenderers must confirm that any third party are appropriately insured.
Evidence	Upon request, Tenderers must provide evidence (e.g., certificates of insurance including value of cover, renewal date(s) and name of insurer(s) that they possess the forms and levels of insurance specified or that these insurances can be put in place prior to the award of any contract if they are successful in this competition using the table in the Tender Response Document.
Minimum standard	Evidence from insurer in relation to minimum levels of cover is required as a condition of award of any contract.

Financial Capacity (Pass/Fail criterion)	
Requirement	Tenderers must have achieved a minimum annual turnover of at least €2 million in each of the previous three (3) financial years or pro rata if more recent companies are tendering. In the case of a consortium or joint venture, this requirement may be satisfied by the consortium members collectively provided the Prime Contractor is at least 50% of the total. Tenderers must detail their turnover for each of the three (3) previous financial years in the relevant table in the Tender Response Document (TRD).
Evidence	Upon request, Tenderers must provide appropriate evidence (e.g., auditor's statement or financial accounts) to demonstrate their turnover.

	The Commission reserves the right to accept other appropriate evidence of economic and financial standing where, for a valid reason, the Tenderer is unable to provide the evidence requested.

Tax clearance (Pass/Fail criterion)	
Requirement	Tenderers must be tax compliant. Using the Table included in the Tender Response Document (TRD), Tenderers may: A) Produce a tax clearance access number and tax reference number (PPSN) so that the Commission can verify their tax clearance before the Framework Agreement is established and at any time thereafter through Revenue's online facility at http://www.revenue.ie/. OR if they do not have in their possession the evidence required under this eligibility criterion when submitting their Tender proposals, they may, in the interim, complete the Form of Self-Declaration provided in the TRD and: B) Confirm they hold a valid tax clearance certificate which will be made available upon request; C) Confirm that they have applied or will apply for tax clearance status or a tax clearance certificate from the Irish Revenue Commissioners. Please note: details for applying for a tax clearance certificate with the Irish Revenue Commissioners can be found at https://www.revenue.ie/en/starting-a-business/tax-clearance/apply-for-tax-clearance-certificate/index.aspx
Evidence	Upon request, Tenderers must provide a valid tax certificate or an updated tax clearance access number associated with their tax

	reference number from the Irish Revenue Commissioners.

6.2.2 Technical and Professional Ability

Previous experience (Pass/Fail criterion)	
Requirement	Tenderers must demonstrate that they have the technical capability, professional competence and relevant experience required to deliver the Services described in Appendix 1 to the RFT. 1. Tenderers must self-certify that they have the experience in delivering Microsoft application development services comparable in scope, scale and complexity to the Services required under this RFT. 2. Tenderers must demonstrate delivery of three (3) previous contracts of a similar nature completed in the last 5 years (i.e. reached substantial completion no earlier than June 2021). The three contracts must collectively demonstrate experience across the scope of Services described in Appendix 1 to this RFT. Ongoing incomplete projects will not be accepted unless otherwise agreed (see below).
Evidence	Tenderers must provide in the Tender Response Document (TRD) details of three (3) relevant contracts completed within the last five (5) years, involving the features identified in the TRD. The three contracts must collectively demonstrate experience across the scope of Services described in Appendix 1 to this RFT. Sufficient information must be provided to demonstrate the comparability of the contracts.

	Should any information be confidential, Tenderers must ensure that they provide sufficient information that will allow the Commission to assess the comparability of the contracts. The Commission may, at its discretion, accept a reference for an ongoing contract where the Tenderer can demonstrate delivery of comparable completed phases or milestones. As Tenderers are required to provide referees details as part of their response, the Commission reserves the right to contact the referees using the contact details provided by the Tenderers, without any further reference to the Tenderers, Please note: any contract must be substantially delivered by the Tendering party.

6.3 Award criteria

This Framework Agreement will be awarded to the Tenderer submitting the Most Economically Advantageous Tender (MEAT), identified following application of the award criteria and weightings set out below.

Tenderers must prepare their responses to the award criteria using the Tender Response Document (TRD), which sets out the required response format and applicable page limits for each criterion. Information submitted outside the designated response areas or in excess of the stated page limits will not be considered. Where curricula vitae are required for proposed personnel under the award criteria, these must be submitted using the standard CV template provided in the CV Appendix to the TRD.

The Commission is not bound to accept the most economically advantageous Tender or any Tender received and reserves the right to accept or reject, in whole or in part, any or all Tenders received.

Criterion	Weighting %	Minimum score required[1]	Maximum score available
A(a) Development project delivery	20%	120	200
A(b) Quality assurance and release for UAT	10%	60	100
A(c) Implementation support services	15%	90	150
A(d) Technical support services	10%	60	100
B(a) Estimating and deployment of resources	5%	30	50
B(b) Contract management	5%	30	50
C. Innovation and continuous improvement	5%	30	50
D. Environmental, social and sustainability objectives	5%	N/A	50
Ultimate Cost Tenderers are required to complete the Pricing Response Document. All costs must be inclusive of all expenses. All day rates shall be fixed for the duration of the Framework Agreement. The pricing of the BVOD complaints handling process MVP Dynamics 365 CRM solution, including the proposed resource mix, the estimated number of days for each resource and the total price, shall be held fixed for a period of 12 months from the Commencement Date of the Framework Agreement, in accordance with Section 3. The Framework Member awarded the Call-Off Contract for the BVOD MVP will be contractually bound to deliver the BVOD MVP using no less than the resource mix and estimated number of days proposed in its Pricing Response Document at the fixed price quoted. It is a requirement of this Competition that the resource mix	25%	N/A	250

[1] 60% of the maximum achievable score

and estimated number of days proposed for the BVOD MVP in the Pricing Response Document are consistent with the delivery approach described in the Tenderer's qualitative response to the BVOD complaints handling process MVP requirements. Tenders that do not demonstrate such consistency may be deemed non-compliant. The lowest valid Tender will receive the highest score under this criterion, with other Tenders scored on a pro-rata basis as set out in Section 6.5.			
Total	**100%**	-	1000

Tenderers must achieve a minimum score of 60% of the maximum marks available for each of the qualitative award criteria A(a) to C (inclusive) as set out in the table above. A Tenderer that fails to achieve the minimum score in any of those criteria will be eliminated from the Competition and will not proceed to price evaluation. For the avoidance of doubt, no minimum score applies to Criterion D (Environmental, social and sustainability objectives) or to Ultimate Cost.

6.4 Scoring Methodology for Non-cost/qualitative Award Criteria items will be scored using the following matrix:

Band	Score Range	Meaning
5	**90-100%**	**Excellent. A response that demonstrates an excellent understanding of the requirements of the RFT.** The response provides great clarity and gives a comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
4	**80-89%**	**Very good. A response that demonstrates a very good understanding of the requirements of the RFT.** The response is of a high standard and provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard but contains a few, mostly minor, weaknesses and/or does not provide sufficiently comprehensive or convincing assurance to award a higher mark.
3	**70-79%**	**Good. A response that demonstrates a good understanding of the requirements of the RFT.** The response gives detailed and mostly convincing assurance that the Tenderer will deliver to a high standard but contains a number of weaknesses and/or does not provide sufficiently comprehensive or convincing assurance to award a higher mark.
2	**60-69%**	**Acceptable. A response that demonstrates a reasonable understanding of the requirements of the RFT**. The response gives acceptable assurance that the Tenderer will deliver requirements to an adequate standard but contains a number of weaknesses, that does not provide convincing assurance to award a higher mark.
Less than 60% is unacceptable and considered ineligible from further consideration		
1	**1-59%**	**Unacceptable. A response where serious reservations exist** in relation to the delivery of the goods/service. The response lacks convincing detail and there is a significant risk that the service contract would be unsuccessful. This may be because, there is insufficient detail in relation to service to be provided, has fundamental flaws, or seriously lacks credibility with a high risk of non-delivery**.**
0	**0%**	**No Response**. The Tenderer failed to provide a response to the award criterion.

6.5 Calculation of 'Ultimate Cost'

Tenderers must complete the Pricing Response Document. Only costs submitted in the prescribed format will be evaluated under this criterion.

For the purposes of evaluation only, the Ultimate Cost will be calculated as the sum of: (a) the Tenderer's average day rate (as derived from the day rates submitted across all role areas and levels in the Pricing Response Document) multiplied by an estimated volume of 500 days; and (b) the Tenderer's total price for the BVOD complaints handling process MVP. This estimated volume is indicative only, is used solely for the purpose of comparing Tenders on a like-for-like basis, and does not represent a commitment by the Commission to purchase any particular volume of

Services. The actual volume and mix of Services procured under the Framework Agreement will be determined by the Commission's requirements from time to time. Tenderers are advised that the resource mix, estimated number of days and total price proposed for the BVOD MVP in the Pricing Response Document will constitute binding commitments of the successful Tenderer in accordance with Section 3. Tenderers must ensure that their priced BVOD MVP proposal is consistent with the delivery approach described in their qualitative response.

The lowest ultimate cost Tender which also meets all of the minimum requirements specified in these Tender documents will receive the maximum score achievable under this criterion. The scores of the other valid Tenders will be calculated by using the following formula:

Score = the ultimate cost of the lowest valid Tender divided by the ultimate cost of the Tender in question and multiplied by the maximum score achievable.

The Commission does not bind itself to accept the most economically advantageous Tender or any Tender and 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.

6.6 Verification / clarification meetings

Meetings for the purpose of verification or clarification may be carried out with appropriate Tenderers as part of the evaluation process in order to identify the most economically advantageous Tender prior to the award of the Framework Agreement. Such meetings may be required in order to verify the scores achieved by Tenderers in respect of their written Tenders.

For the avoidance of doubt, Tenderers should note that mere performance at interview will not of itself be evaluated.

In the event that such meetings are required, information regarding location and times will be communicated to the chosen Tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to deliver the Services should attend.

APPENDIX 1 – SPECIFICATION OF SERVICES

1. Introduction

Coimisiún na Meán has a Microsoft technology ecosystem as its core strategic technology foundation for application development and is seeking through this Tender suitable Microsoft Application Development Partners to work collaboratively with the Commission's internal ICT, Data and business teams to understand detailed requirements, ensure compliance with relevant regulatory frameworks, and deliver customised solutions that improve operational efficiency and user experience.

The successful Tenderers will play a critical role in supporting the Commission's need to evolve and expand its technology landscape to better meet the increasing demands of enforcement of the online safety regulatory framework, Regulation of broadcasting and video-on-demand services, development of the media sector and public engagement.

The successful Tenderers will also play a key role in leveraging, improving and integrating Microsoft applications with other existing and future systems within the Commission's technology ecosystem, ensuring seamless data flow, interoperability, and security across platforms. This integration is essential to provide a unified view of regulatory activities, stakeholder interactions, and operational metrics, thereby enabling the Commission to respond more effectively to emerging challenges in the media environment.

The detailed requirements for Call-Off Contracts under this Framework will be set out in each Call-Off Order or Mini-Competition as appropriate. This Appendix sets out:

- **Scope of Services** – The potential scope of services for any Call-Off Contract under the Framework.
- **BVOD Complaints Handling Process MVP Requirements** – The detailed requirements for a Minimum Viable Product (MVP) Dynamics 365 CRM solution to support the Commission's Broadcasting and Video-on-Demand (BVOD) complaints handling process. The Commission currently anticipates that this project will be the first Call-Off Contract awarded to the First-Ranked Framework Member under the Framework.
- **Platform and Application Support Services Requirements** – The potential scope of platform and application support services.

2. Scope of Services

The potential scope of services for any Call-Off Contract could include but is not limited to the following:

- Delivery of Microsoft-based application developments, including but not limited to Microsoft Dynamics 365 and Power Platform solutions, across design, development, testing, deployment, and post-go-live support phases of any development project.
- Management of customisations, extensions, and integrations within Power Platform and Dynamics 365 (and other Microsoft development environments as may be required) to maintain system integrity and minimise risk.
- Leverage of Azure cloud services to ensure scalability, security, high availability, and performance in Dynamics 365 and other implementations as applicable.

- Implementation of security controls such as identity and access management, multi-factor authentication, data encryption (at rest and in transit) and threat detection within these platforms.
- Implementation of processes and tools to monitor, audit, and enforce governance policies, including environment management and data loss prevention.
- Provision of implementation support, including change management and version control, testing, and deployment governance (e.g. policies, and controls to manage application lifecycle, security, compliance, and data privacy) that ensure stability and continuity of services.
- Engagement and communication with stakeholders at all levels to manage expectations, address resistance, and foster user acceptance.
- Development and delivery of tailored training programmes for different user groups, including end-users, administrators, and technical staff.
- Provision of maintenance and other post go-live support services for Microsoft Power Platform, Dynamics 365, and Azure solutions.

3. BVOD Complaints Handling Process MVP Requirements

The Broadcasting & Video-on-Demand (BVOD) complaints process provides a structured, transparent mechanism for handling concerns about broadcast and on-demand content. At a high level, the process is designed to ensure that complaints are assessed consistently, decisions are made fairly, and, where necessary, further expert investigation can take place. The BVOD complaints team handled the following case volumes over the past three years: 45 cases in 2023, 93 cases in 2024, and 54 cases in 2025. The complaints process follows a staged approach, beginning with initial intake and triage, progressing through validation and decision-making, and, in certain cases, culminating in referral to a subject-matter expert.

The process begins at **Stage 0 – Initial Triage**, where incoming queries and complaints are received through multiple channels, including email, webform, phone calls, and letters via the contact centre. **Stage 1 – Validity Assessment** involves the BVOD complaints team conducting an initial review to determine whether the submission qualifies as a valid complaint under the relevant codes and guidelines. This step ensures that only eligible cases proceed further in the process. Once a complaint is deemed valid, it progresses to **Stage 2 – Decision**, where the case is considered at a Commission meeting. During this stage, the complaint is formally reviewed, considering the content in question, applicable standards, and any supporting information. The Commission then reaches a decision on the outcome of the complaint. In some instances, where the matter requires specialised expertise or deeper investigation, the process moves to **Stage 3 – Referral to an Authorised Person**. This stage is reserved for cases where the Commission determines that an independent expert should be engaged to investigate specific aspects of the complaint and provide further insight.

Overall, this staged approach ensures that BVOD complaints are managed efficiently, and assessed consistently, helping to uphold content standards while maintaining public confidence in the regulatory framework.

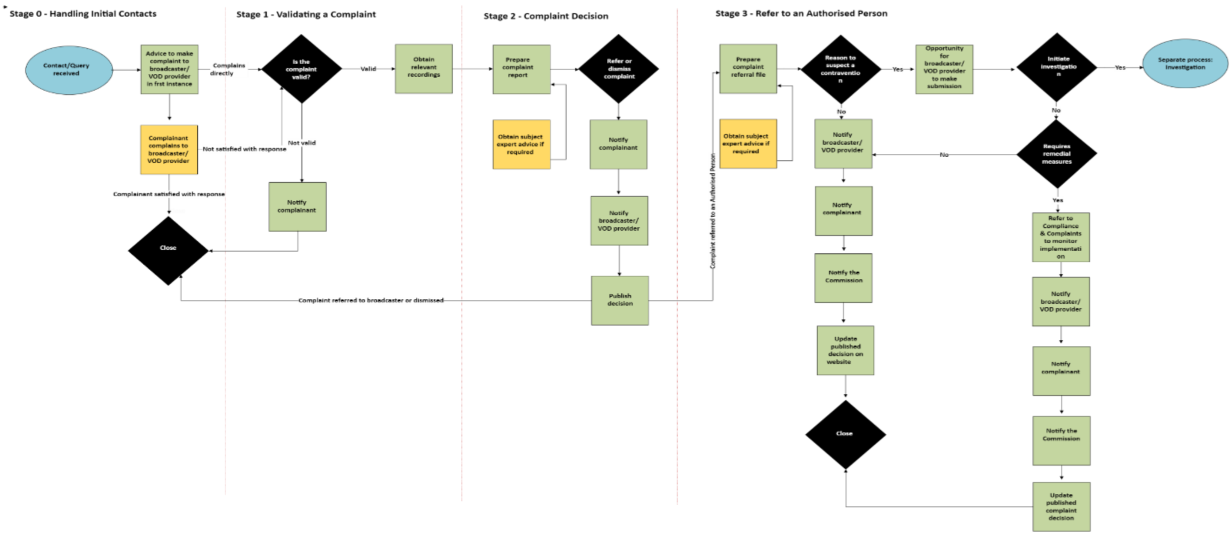

Figure 1 - BVOD complaints-handling process flow

Tenderers are required to detail an approach and provide a costed proposal for the development of a Minimum Viable Product (MVP) Dynamics 365 CRM solution to support the Broadcasting and Video-on-Demand (BVOD) complaints handling process as set out in the Tender Response Document (the Deliverable).

An Excel spreadsheet annex (BVOD MVP Specification of Requirements) to this Appendix is provided under separate cover to set out the requirements for the development of the required BVOD complaints handling process MVP Dynamics 365 CRM solution across the following functional areas:

(i) Document & Template Management
(ii) Case Management
(iii) Contact & Account Management
(iv) Notification
(v) Views, Dashboards and Reports
(vi) Advanced Search.

The annex is structured to present requirements at multiple levels of detail. The "High-Level Reqs" worksheet contains a consolidated, concise, and tender-ready view of all core requirements across functional areas. Subsequent worksheets provide detailed user stories aligned to each functional area, which underpin and elaborate on the high-level requirements. A dedicated Non-Functional Requirements worksheet defines key expectations relating to performance, security, compliance, and scalability.

The development is to be undertaken on the Commission’s Azure and Dynamics 365 tenant.

Tenderers are required as part of their response to provide a costed proposal for the development and delivery of the BVOD complaints handling process MVP. As noted in Section 2 of this RFT, the scope of any resulting Call-Off Contract will be set out in the relevant Call-Off Order and may develop from the requirements outlined in this Appendix. The Commission also retains the discretion not to proceed with this project as the first Call-Off Contract under the Framework.

4. Platform and Application Support Services Requirements

The Commission requires support services for its Microsoft platforms and for applications developed by a Framework Member. These requirements may be included within the scope of a Call-Off Contract for development services or may be procured separately through a standalone Call-Off Order or Mini-Competition, as appropriate. The scope of such support services shall include but is not limited to:

Platform Support

Platform management support services to ensure the availability, integrity and security of the Commission's Dynamics 365 and Power Platform applications and enabling Azure infrastructure, including:

- Management of production and non-production environments alignment.
- Support the Commission to ensure that the platform(s) remain fully in support and patched.
- Management of changes to configuration items on the platform, or any tools or services used as part of the overall ecosystem that are required either to:
    - resolve incidents, including security incidents;
    - resolve problems;
    - ensure ongoing support;
    - reduce risk;
    - improve the operation of the service;
    - increase efficiency;
    - provision of new services; and
    - decommission redundant services.
- Availability management.
- Capacity management to ensure "right sizing" and avoid the overprovisioning of resources.
- Event management.
- Release management.
- Level 3 specialist technical support.

Application Support

Provision of application support services for the Framework Member's application developments and work with the Commission and other Framework Members as may be appropriate to ensure all of the Commission's Microsoft application landscape operates effectively, including:

- Level 2 application and application integration support, including but not limited to the following types of support:
    - troubleshooting;
    - issue reproduction to identify root causes and provide support to resolve, where possible; and
    - developing workarounds for issues that are not scheduled for immediate resolution.
- Work with the Commission and other Framework Members as may be appropriate to highlight and prioritise application-related issues requiring configuration and/or code-level remediation.
- Configuration and/or code-level remediation for applications developed by the Framework Member.
- Monitor application performance using application performance monitoring and logging solutions specified by the Commission to identify potential issues before they occur.