

**Call for Tenders dated 10/07/2026 for
the provision of Podcast Production
and Distribution Services to SEAI**

Tender procedure: Open procedure

**Tender Deadline 12/08/2026 12:00
(noon)**

Please note that the terms "Request for Tender" and "Call for Tender" are used interchangeably and have the same meaning, similarly, the terms "RFT" and "CfT" are used interchangeably and have the same meaning

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Part 1: Introduction

- 1.1 The Sustainable Energy Authority of Ireland (SEAI) (the “Contracting Authority”) invites tenders (“Tenders”) to this call for tenders (“CfT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this CfT (the “Services”).
- 1.2 In summary, the Services comprise: Podcast production and distribution services
- 1.3 *“Not Used”*
- This public procurement competition will be divided into [Insert number] lots (each a “Lot”) as described below. Each Lot will result in a separate contract.
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of 2 years.
- 1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 12 months a maximum of two such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some €200,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
- Larger enterprises are also encouraged, subject to paragraph 2.5, 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.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this CfT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This CfT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This CfT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

If personal data as defined in the General Data Protection Regulation (EU) 2016/679 will be processed as part of services being provided by the supplier, the supplier will be required to complete a supplier data protection assessment prior to award of the contract.

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

In particular, tenderers and candidates 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.

2.1.6

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 and candidates 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. In that regard, Tenderers and Candidates are referred to Appendix 3A of the CfT.

2.2 COMPLIANT TENDERS

2.2.1

If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b) To submit all documentation which this CfT requires to be submitted with their Tender;
- (c) To follow the format of this CfT and respond to each element in the order as set out in this CfT;
- (d) To conform to and comply with all instructions and requirements set out in this CfT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this CfT in any way.

- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this CfT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF CFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this CfT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CfT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated 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 will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. Tenders submitted via the messaging facility on eTenders is not permitted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

- 2.6.2 Tenders must be received not later than 12:00 (noon) on Wednesday, 12th of August 2026 (the "Tender Deadline"). **Tenders that are received late WILL NOT be considered** in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this CfT
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using [specify required format for example, PDF]. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this CfT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12:00 (noon) on Wednesday, 29th of July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this CfT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this CfT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this CfT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this CfT.

2.10.6 *"Not Used"*

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the [insert relevant price index] has increased or decreased in the edition of that index published by the [insert relevant authority] most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS CFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

Freedom of Information Act / Access to Information on the Environment

All responses to this call for tenders 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 (FOI) Act 2014, the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE Regulations"), 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 call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. SEAI cannot guarantee that any information provided by tenderers, either in response to this call for tenders or

in the course of any contract awarded as a result thereof, will not be released pursuant to SEAI's obligations under law, including the Freedom of Information (FOI) Act 2014, the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE Regulations"), EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). SEAI will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received under the legislation or procedures above. SEAI accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *“Not Used”*

The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities at [insert relevant addresses] shall be organised on [date] between the hours of [x and y]. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting [name of person] at [insert email address] by [insert date and time]. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20.2 *“Not Used”*

[Insert here details of any site visit required by the Contracting Authority to the Tenderer's premises].

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances*:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€500,000 in the aggregate

*other national insurance standards may be accepted at SEAI's discretion

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any

outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer will, during the term of the Services 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.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

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

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying

the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this CfT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime

Contractor relies of the Selection Criteria (or any one of them) in accordance with this CfT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CfT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must have sufficient Financial and Economic Standing to complete a project of the size, nature and complexity of the project and to perform the Contract.

Tenderers must also demonstrate that they have generated a minimum turnover of **€75,000** for the last three (3) immediately preceding financial years.

Certified Turnover of €75,000 per annum

Year	2023	2024	2025
Turnover €	€75,000	€75,000	€75,000

Tenderers must provide the following documentation within their tender submission to demonstrate they meet this requirement and facilitate the evaluation of tenders:

- Copy of signed accounts or financial statements for each year or a signed certification of their turnover by their independent accountant. If the final accounts are not available for 2025 yet, please provide 2022.
- Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer. This undertaking must be submitted with the Tender.

However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason (in the view of the Contracting Authority) as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity. The documentation required under this section are requested by the Contracting Authority as part of the tender submission.

The documentation required under this paragraph may be provided as part of the submission but will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any contract.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Selection Criteria	Rule	Qualifying Threshold
Previous Experience	Evidence of 3 similar contracts/projects: Tenderers must demonstrate experience in podcast production and distribution. Please provide detailed information of three (3) similar contracts providing services similar in nature, scale and complexity, including showcase of appropriate podcasts, videos and social media reels within the last three (3) years, listing: a) the client's name and contact details b) description of service provided c) details of the roles involved in the production of the work d) comparability to the Contracting Authority's current requirements e) a contact name and telephone number for the person within the recipient organisation with responsibility for the contract. Expertise can be demonstrated cumulatively across the 3 projects.	Pass/Fail

Tenderers must provide the supporting documentation specified above as part of their submission or without delay when requested by SEAI.

3.3 AWARD CRITERIA

- 3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Tenders will be evaluated by an Evaluation Team composed of employees of SEAI together possibly with advisors, consultants and such other persons engaged or nominated by SEAI for the purposes of this Call for Tender and process. The Services Contract will be awarded from the qualifying tenders on the basis of the most economically advantageous tender using the following award criteria.

	Award Criteria	Minimum Marks	Maximum Marks
Qualitative			
1.	Quality and level of resources to be applied to the project.	180	300
2.	Demonstrated understanding of the requirements in the CfT as demonstrated by the proposed approach and methodology	150	250
3.	Approach to green public procurement, including how environmental/sustainability considerations will be applied.	30	50
Quantitative			
4.	Cost of Service	N/A	400 marks
Total		N/A	1,000 marks

NOTE 1: To be considered for selection, tenderers must score equal or higher than the minimum requirement for criteria 1, 2 and 3 in order to avoid elimination from the competition. A cost score will not be assessed for tenders where this requirement is assessed to not have been met.

NOTE 2: The lowest cost tender that also meets all of 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:

Methodology for calculating the cost score:

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

NOTE 3: Award Criteria Explained:

Award Criterion 1: Quality and level of resources to be applied to the project.

In their response to this criterion, Tenderers should provide:

- Overview of the company;
- Confirmation of availability of resources to deliver the service e.g. the producer/ editors, camera operators,
- An overview of the key personnel proposed, together with current CVs (max of 1 page each), which should specify a clear outline of the relevant qualifications, skills and experience relevant to this CfT;
- Details of working contacts and resources to be assigned to contract.

Maximum of 4 pages per response excluding CVs.

Award Criterion 2: Demonstrated understanding of the requirements in the CfT as demonstrated by the proposed approach and methodology

In responding, tenderers should use as a reference project Season 7 of Housewarming, SEAI's flagship podcast discussing home energy upgrades, renovations and interiors. Housewarming is your inside look at real Irish homes transforming for a greener energy future. The show is all about helping you to make your home a warmer, more energy efficient, and beautiful place to live. This is a studio-based podcast, and the main outputs include

- 10 one-hour episodes with video and audio
- 4 social media cuts per episode
- A season teaser and a trailer both audio and visual

Set out the approach proposed to providing this service, from initial brief to final product, addressing project management methodology and pre- and post-production. Responses should include:

- Planning and work processes e.g. evidence of ability to deliver work, understand the client briefing,

- b) An outline of the approach proposed to procure additional services that may not be available in-house and managing that process, including quality assurance and sign off procedures.
- c) Ability to meet delivery deadlines e.g., approach to meet production deadlines
- d) Proposed working and reporting arrangements including working contact and typical turnaround times.
- e) Indicative estimation of effort required across all utilised team members
- f) Confirmation of how audio and video is saved and made available for future projects as required. We aim to reuse material where available.
- g) Management processes to be used including escalation issues
- h) Quality assurance process and process for managing feedback.

Maximum of 6 pages per response.

Award Criterion 3: Approach to green public procurement, detailing how environmental/sustainability considerations will be applied.

- Tenderers should demonstrate either current or planned green public procurement practices that provide increased sustainable awareness and work practices. Examples of environmental considerations that can be factored into management of services and methodology may include an outline environmental management plan, an outline waste management plan or evidence of commitment to staff training in waste minimisation.

Maximum of 2 pages per response.

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

Award Criteria 4: Cost of Service:

Tenderers must complete the tables required in **Appendix 2** of the CFT.

NOTE 4: Tenderers may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: Tenderers should note that SEAI reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Marking Methodology for Award Criteria 1 and 2 and 3

Based on the scores achieved by the tender in each award criterion, the weighting rating will be applied as follows:

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
70% - 79%	A good response which demonstrates a satisfactory understanding of requirements and gives acceptable assurance of delivery to an adequate standard.
60% - 69%	A reasonable response which demonstrates some understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

3.3.2

Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this CfT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting

	documents specified at paragraph 3.2; and (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.
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3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate (unless e-signed), to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest- ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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



Rialtas na hÉireann
Government of Ireland



1. Introduction

SEAI's mission is to be at the heart of delivering Ireland's energy revolution. We drive the reduction and replacement of fossil fuel usage. We are a knowledge led organisation. We partner with citizens, communities, businesses, and Government. We are trusted collaborators, innovators, funders, and educators.

To fulfil this mission SEAI aims to provide well-timed and informed advice to Government, and deliver a range of programmes efficiently and effectively, while engaging and motivating a wide range of stakeholders and showing continuing flexibility and innovation in all activities. SEAI's actions will help advance Ireland to the vanguard of the global green technology movement, so that Ireland is recognised as a pioneer in the move to decarbonised energy systems.

SEAI's Statement of Strategy 2022-2025 is available here [Statement-of-Strategy-2022-2025.pdf \(seai.ie\)](https://seai.ie/Statement-of-Strategy-2022-2025.pdf)

SEAI is funded by the Government of Ireland through the Department of Climate, Energy and the Environment and the Department of Transport. Additionally, SEAI is partly financed by Ireland's EU Structural Funds Programme which is co-funded by the Irish Government and the European Union. Reporting to the Department of the Climate, Energy and the Environment. SEAI is responsible for an annual budget of almost €900 million in 2026.

Each year, SEAI invests a significant proportion of its government allocated budget into a range of grant and other programmes, to deliver increased energy efficiency and to decarbonise our economy. These actions stimulate vital economic growth and employment in our economy. SEAI grant programmes include support for building energy upgrades, the adoption of electric cars and to businesses and public bodies to support energy efficiency and renewable energy investments. SEAI also supports Irish communities taking charge of their own low carbon transition.

Along with our capital programmes, SEAI has a mandate to provide policy analysis, forecasting and modelling support. SEAI is central to research and innovation in the energy sector in Ireland. Internationally SEAI participates in International Energy Agency, UN and EU fora and as the national delegate to the Horizon Europe programme.

SEAI performs its functions in a flexible and efficient manner by applying the highest standards of corporate governance, risk management, information technology and human and financial resource management. This is delivered by a results-orientated and metric management-based approach, embodying strong commitment to best international practises and by being open to adopting of new approaches and their flexible incorporation into business process.

1.1 Background

SEAI has been publishing podcasts since 2019 with the launch of '180 Degrees', a series that looked at the energy choices we make when it comes to transport, our homes, businesses and technology. In 2025, the SEAI podcast was rebranded to focus on home energy upgrades. 'House Warming' is an inside look into real Irish homes transforming for a greener energy future. After the success of the first series, SEAI would like to continue the 'House Warming' series into the future.

2. Objective of this Call for Tender (CfT)

The objective of this Call for Tender is to appoint a service provider for the provision of turnkey podcast production services to SEAI.

3. Technical Requirements & Specification

Deliverables

- Produce all future episodes and series of SEAI podcasts

Studio and equipment

- In-studio podcast recording (audio and video).
- A remote setup for onsite recordings.
- Remote platform available on request – should a guest wish to dial in.

Producer – audio and video production

- A producer that can manage the podcast audio and video recordings in studio.
- A producer that can manage the podcast audio remotely or via an online platform.
- Provide feedback during recordings to ensure we achieve podcast objectives.

Editing – pre and post-production

- Provide feedback on the prepared messaging /interview style for each episode
- Post-production editing
- Transcripts for each episode with detailed timestamps and edited for any typos etc.

Promotion

- Promoted video / audio clips for each episode – ideally 30-60secs duration
- In-podcast advertising using targeted ads on similar podcasts.

The successful bidder will be required to sign a Data Processing Agreement.

IT Method of Delivery

- The successful tenderer is expected to take all responsibility for the security of their files before uploading it to SEAI's SharePoint. Audio and video files must be virus scanned before upload.

4. Exit Strategy

The objective of the Exit Strategy is to ensure a smooth, efficient, timely and comprehensive Exit Management Plan at the conclusion of the contract pursuant to this CfT. In addition to that, the successful Tenderer shall update the Exit Management Plan within 3 weeks of notification of termination by SEAI or on contract expiry to reflect changes in the Services and shall keep the Exit Management Plan under continuous review. Following each update, the successful Tenderer shall submit the revised Exit Management Plan to the SEAI for review and approval.

5. Environmental & Green Public Procurement Aspects

SEAI is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

Tenderers should demonstrate either current or planned green public procurement practices that provide increased sustainable awareness and work practices. Examples of environmental considerations that can be factored into delivery operations may include an outline environmental management plan, an outline waste management plan or evidence of commitment to staff training in waste minimisation.

SEAI encourages tenderers to develop green initiatives and provide relevant information in their tenders as to their carbon footprint, ISO14000 or other certification/proof of working towards a greener environment.

6. Format of the Response

Tenderers must complete the Tender Response Document (TRD). This is a separate document uploaded on eTenders.

The tenderer's submission must contain specific responses to each of the items listed below:

- a) Details of the company as outlined in Section 1 of the TRD;
- b) Complete the Tenderer's Statement in Appendix 3 (refer to Section 1 of the TRD);
- c) Declaration as to Personal Circumstances of Tenderer as outlined in Appendix 4 (refer to Section 1 of the TRD);
- d) Provide all information and documentation specified in the Selection Criteria (refer to Section 2 of the TRD);
- e) Provide all information and documentation required to answer the Qualitative Award Criteria (refer to Section 3 of the TRD);
- f) A detailed pricing schedule and signed declaration for the delivery of the services as outlined in Award Criteria – Pricing Schedule (refer to Section 4 of the TRD);
- g) Confirmation of availability to deliver the service;
- h) Valid insurance certificates for the types and levels specified or confirmation that these can be made available once the tenderer becomes the preferred tenderer;
- i) eTax clearance details and must provide SEAI with the relevant tax reference number and tax clearance access number (TCAN) to allow this to be verified or confirmation that these can be made available once the tenderer becomes the preferred bidder.

Tenderers are free to furnish any additional information which they so wish in support of their tender.

SEAI Procurement Process – Privacy Notice

SEAI's Privacy Notice can be viewed at the following link [Legal, Privacy and Cookies | SEAI](#)

The Following documents, templates and associated Appendices are provided in **Annex 2 – The Tender Response Document (TRD)**. The Tender Response Document is a separate document – Annex 2: Tender Response Document.

- **Appendix 2: Pricing Schedule**
(Tenderer to complete in Section 4 of the TRD)

All Tenderers are required to complete the Pricing Schedule as set out in Section 4 of the Tender Response Document.

Where a pricing schedule is incomplete the tender response may be eliminated from the tender competition at the discretion of SEAI. Where a pricing schedule is missing or blank, the entire submission will be deemed to be non-compliant.

SEAI awards its contracts on the basis of fixed prices. Submitted tenders should confirm that quoted prices hold good for 12 months after the closing date for receipt of tenders. Specifically, tenderers should state:

- **Appendix 3: Tenderers' Statement**
(Tenderer to complete in Section 1 of TRD)
- **Appendix 4: Declaration as to Personal Circumstances of Tenderer**
(Tenderer to complete in Section 1 of TRD)

The Following documents and associated Appendices are provided in **Annex 1 – Services Contract and Confidentiality Agreement**. The Services Contract and Confidentiality Agreement is a separate document.

- **Appendix 5: Services Contract**
(Tenderer to Reference Annex 1 Services Contract and Confidentiality Agreement)
- **Appendix 6: Confidentiality Agreement**
(Tenderer to Reference Annex 1 Services Contract and Confidentiality Agreement)

End of Document