



INVITATION TO TENDER FOR THE PROVISION OF INSURANCE BROKERAGE SERVICES

Services Contract

Contracting Authority:	Raidió Teilifís Éireann
Competition Procedure:	Open
Reference:	26P020

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1. INTRODUCTION

1.1 Overview

RTÉ intends to award a contract for the provision of Insurance Brokerage Services.

The Contract Duration is for an initial term of 3 years although RTÉ has the right to terminate it earlier. RTÉ also has the right to extend the duration of the Contract by any period or series of periods up to a total of 4 years so that the Contract may ultimately have a maximum total duration of 7 years.

This Invitation to Tender (“**ITT**”), has been prepared for the purpose of inviting interested parties (“**Tenderers**”) to participate in this public procurement competition (the “**Competition**”) for the opportunity described herein to be provided to Raidió Teilifís Éireann (“**RTÉ**”).

1.2 Tender Documents

The procurement documents provided to Tenderers are:

- Invitation to Tender (ITT)
- Contract Terms and Conditions
- Tender Response Document (TRD)
- ESPD

All correspondence and documents submitted for this tender must be clearly marked with the tender reference 26P020.

1.3 Important Notice

In no circumstances shall RTÉ, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this ITT. This ITT is being made available by RTÉ on the terms set out herein. The purpose of this ITT is to provide potential Tenderers with the information that they need to decide whether or not to participate in this Competition by submitting a response to this ITT (a “**Tender**”). This ITT must not be used for any other purpose.

These Instructions are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited.

All reasonable care has been taken to ensure that the material set out in this ITT is true and accurate in all material respects as at the time of publication. However, no warranty or representation, express or implied, is given or will be made in relation to such material. No reliance shall be placed on any information or statements contained in this ITT, and no representation or warranty, express or implied, is or will be made by RTÉ or its servants or agents in relation to such information. Without prejudice to the generality of the foregoing, neither RTÉ nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the

accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or statements will remain unchanged. Tenderers must make their own assessment of RTÉ's requirements and the solution needed to meet them. Tenderers will be deemed to have made themselves fully aware of any matters which might affect or influence the preparation of their Tenders.

The information does not purport to be comprehensive or to have been independently verified.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation in connection with this Competition or the ultimate decision of RTÉ in relation to the award of the Contract. RTÉ shall not be obliged to appoint any of the Tenderers to perform the Contract and RTÉ reserves the right not to proceed with the award process (in whole or in part) and to withdraw from the process at any time (for any reason). Apart from the Tenderer's irrevocable undertaking to keep their Tender open for acceptance for the prescribed period, and any undertaking that a Tenderer may be required to give in respect of confidentiality, no legal relationship or other obligation will arise between any Tenderer and RTÉ (including in relation to the Competition itself, as well as the Contract that is the subject of the Competition) unless and until the Tenderer has signed and RTÉ has countersigned the Contract in writing, or a letter of acceptance has been issued to the successful Tenderer, and any conditions precedent to the Contract have been fulfilled. Any notification to a Tenderer that it has been identified as the successful Tenderer does not give rise to any enforceable rights by the Tenderer. The Contract to be entered into with the successful Tenderer will not contain any representation or warranty in respect of this ITT.

Nothing contained in this ITT is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this ITT cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Neither RTÉ nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Contract.

The ITT supersedes any previous documentation, communications and/or correspondence between RTÉ and Tenderers. Tenderers should place no reliance on any such previous interaction.

It is important that Tenderers read the ITT in full and ensure they are fully familiar with RTÉ's requirements and the Competition rules. Failure to do so, and/or to comply with the rules, may mean that a Tenderer is eliminated from the Competition, even if it has in principle submitted the most economically advantageous Tender. In the event that Tenderers have a specific query in

relation to the ITT, such query should be submitted to RTÉ in accordance with Section 3.9 (Communications and Queries) below.

RTÉ reserves the right, in its absolute discretion, to take such steps as it considers appropriate to ensure that a healthy competition is maintained throughout all stages of the Competition.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

1.4 Raidió Teilifís Éireann

RTÉ (Raidió Teilifís Éireann) is Ireland's national public service media organisation, providing comprehensive, cost-effective, free-to-air television, radio and online services to the public in Ireland and to audiences internationally. In 2026 RTÉ is marking 100 years of public service media in Ireland. Across that century RTÉ, in its guises as 2RN, Radio Éireann, Teilifís Éireann and latterly RTÉ, has been at the centre of Irish life, informing, engaging and entertaining the nation across an expanding range of services.

RTÉ services are impartial in accordance with statutory obligations. At its heart, RTÉ is a creative organisation, making and commissioning a broad range of high-quality programmes and content for audiences of all ages, in English and in Irish. RTÉ airs the vast majority of the top 50 television programmes broadcast by any channel available in Ireland every year. In 2025, RTÉ aired 45 of the top 50 TV programmes.

RTÉ's television services are RTÉ One, RTÉ One+1, RTÉ2, RTÉ2+1, RTÉjr and the RTÉ News channel, while RTÉ also operates four primary Radio stations - RTÉ Radio 1, RTÉ 2fm, RTÉ lyric fm and RTÉ Raidió na Gaeltachta, RTE's range of digital services, includes the number 1 news and entertainment website in Ireland - RTE.ie, RTÉ Radio Player and RTÉ Player, which had another record year in 2025 with over 155 million streams, representing year-on-year growth of 9%. RTÉ Player is also a go-to on demand destinations for top-class Irish content for kids, alongside RTÉ's two curated YouTube channels, RTÉ KIDS and RTÉ KIDSjr and award-winning RTÉKIDS Podcasts on rte.ie. RTÉ is currently developing new RTÉ Audio and RTÉNews Apps.

RTÉ Archives maintains a collection of audiovisual recordings, photographs and documents relating to RTÉ output from 1926 to the present day on behalf of the nation. The RTÉ Archives website remains a central resource for public engagement and a vital tool for researchers, educators and cultural stakeholders, recording approximately 2.8 million visitors, 6.1-million-page views, 3.5 million visits and 1.3 million media plays in 2025.

The ever-popular RTÉ Concert Orchestra has since 1948 brought a wide repertoire of music to new audiences and supported national and international artists through live, broadcast and recorded performances and regularly performs a wide range of material to audiences in venues and locations across the country.

Saorview, Ireland's first free-to-air digital television service, is owned and managed by RTÉ, and includes RTÉ's and other broadcasters' television and fm radio services.

2rn, officially RTÉ Transmission Network DAC, is a wholly owned subsidiary of RTÉ. It operates as an independent company that manages Ireland's main digital television and radio transmission infrastructure, including Saorview.

2. GENERAL PROVISIONS

2.1 Group Tenderers

- 2.1.1 Tenderers may be submitted by groups of undertakings (such as a consortium) or individually. In the case of a consortium or group, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed elsewhere in this ITT requiring an entity being relied upon to supply certain information).
- 2.1.2 For the purposes of this Competition that consortium/group shall appoint a single representative authorised to represent all members of that group of undertakings. RTÉ will take this to be the case in its communications with that Tenderer. The Tenderer must identify the group member who is authorised to represent all members of the group and with whom RTÉ shall communicate until this Competition has been completed or terminated. Correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.
- 2.1.3 Where the successful Tenderer is a consortium/ group (in whatever form and irrespective of the legal relationship between them), it is anticipated that each member of the consortium/ group will be required to be jointly and severally liable for the performance of the Contract, although RTÉ reserves the right to require the Tenderer to contract on a different basis, such as a lead contractor with a number of sub-contractors.
- 2.1.4 As set out in Section 4.4 (Reliance on Resources), Tenderers are reminded that an ESPD must be completed by each member of the group/consortium as well as each entity being relied upon by the Tenderer.

2.2 Multiple Participation

- 2.2.1 Where any entity wishes to participate in (or act as an advisor to) more than one Tenderer for this Competition, or wishes to tender both in its own right and with another Tenderer, it must contact RTÉ promptly (and in any event at least 3 weeks prior to the Deadline for submission of Tenders) in accordance with the query procedure set out in section 3.9 to seek the consent of RTÉ to such an arrangement. RTÉ will consider the request and may seek further information from the entity. RTÉ reserves the right, at its absolute discretion, to refuse to allow such multiple participation or to allow it only on the basis of certain conditions such as information barriers preventing the leakage of information from one Tenderer to the other. Where Tenders are submitted without the entity complying with this section, RTÉ reserves the right to take such action as it considers appropriate, including (but not limited to) eliminating any one or more of the relevant Tenders from the Competition.
- 2.2.2 It is the responsibility of each Tenderer to ensure that any entity with whom it is participating has informed it as to whether such entity is also seeking to be

involved with another Tenderer. If Tenders are submitted and this Section 2.2 (Multiple Participation) has not been complied with, RTÉ may take such steps as it considers appropriate, which may include eliminating one or more of the relevant Tenderers from the Competition.

- 2.2.3 Tenderers shall not, without the prior approval of RTÉ, enter into exclusive arrangements with any entity where the entity is a supplier of proprietary parts or services, which are required for the performance of the Contract and which are not generally available in the marketplace. Where a Tenderer is already party to such an exclusive arrangement as of the date of publication of this ITT, the Tenderer must inform RTÉ promptly and RTÉ will take such steps as it considers appropriate.

2.3 Publicity

- 2.3.1 RTÉ has the right (and in some cases may have an obligation) to publicise or disclose to any third party, information regarding the Contract (including the Tender Fee), the identity of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), or the selection of the successful Tenderer(s), the status of the Competition or the award of the Contract or any contract(s).
- 2.3.2 Tenderers may not engage in any publicity about the Competition or the award of the Contract unless RTÉ has given express prior written consent to do so. This includes statements to the media and/or publication on any website or on social media.
- 2.3.2 All material made available by RTÉ to Tenderers during the course of this Competition:
- a) is the property of RTÉ and is furnished for the sole purpose of enabling the Tenderer to participate in the Competition; and
 - b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of RTÉ, and without prejudice to the generality of the foregoing, any such material should not be used, reproduced or labelled in a way that would disclose the identity of the Authority.

2.4 Freedom of Information Act Requirements

- 2.4.1 RTÉ is, or may be, or may become subject to legislation on access to information, such as the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018. Information provided by Tenderers during this Competition (including personal data submitted) may be liable to be disclosed under any such legislation. Therefore, where Tenderers consider any information they provide in the course of this Competition to be commercially sensitive or confidential in nature or otherwise exempt from disclosure under access to information

legislation, the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure. Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the ITT. This may then be taken into account by RTÉ in considering requests, if any, for access to such information under access to information legislation, and RTÉ may (but is not obliged to) consult with the Tenderer regarding its release where required by legislation to do so (although Tenderers should note that the information may still be released).

- 2.4.2 Where Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to an access to information request without further notice to or consultation with the Tenderer. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Tenderer. If RTÉ decides to release particular information relating to a Tenderer, the Tenderer may have the option to appeal this decision in accordance with the provisions of the relevant legislation.
- 2.4.3 RTÉ accepts no liability whatsoever in respect of any information provided by a Tenderer which is subsequently released or in respect of any damage or loss suffered as a direct or indirect result of such release.
- 2.4.4 Tenderers shall note, on conclusion of the Contract, that the Contract and associated documents will be open to public examination to the extent required by the access to information legislation.

2.5 Data Protection Requirements

- 2.5.1 Where a Tenderer includes any personal data in its Tender, including any personal data relating to Tenderer personnel, by submitting its Tender the Tenderer confirms that such personal data is provided to RTÉ in full compliance with Data Protection Law. In the ITT, “**Data Protection Law**” means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679), and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.
- 2.5.2 RTÉ is a separate and independent controller in relation to any personal data it receives from any Tenderer and it is entitled to collect and use such personal data for the purposes of this Competition in accordance with the Data Protection Notice at Appendix 3 (Data Protection Notice). The Tenderer shall

make the Data Protection Notice available to any data subject's whose personal data is provided to RTÉ in its Tender.

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

- a) only processing such personal data to the extent reasonably required for the purposes of the Competition;
- b) notifying RTÉ of any unauthorized use or disclosure of such personal data made by the Tenderer, its employees or agents;
- c) ensuring it returns/destroys all such personal data when it is no longer required for the purposes for which it was made available to the Tenderer; and
- d) taking all necessary organisational and technical measures to protect the personal data from unauthorised disclosure or loss.

2.5.4 The procurement documents set out, in respect of each criterion or requirement, whether a response is required in order to avoid elimination from this Competition. Even where a failure to respond or to provide relevant personal data will not, of itself, lead to elimination, failure to provide such personal data may affect the completeness or quality of your response to the procurement documents (which may affect the assessment of such response).

2.5.5 The successful Tenderer's obligations in respect of personal data processed on behalf of RTÉ during the term of the Contract are set out in the Contract.

2.6 Conflicts of interest and registrable interests

2.6.1 Any conflict of interest (actual or perceived) or potential conflict of interest on the part of a Tenderer or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors), must be fully disclosed to RTÉ as soon as such conflict or potential conflict becomes apparent. This obligation to notify RTÉ is an ongoing one throughout this Competition, including after the submission of Tenders. Where there is any conflict of interest or potential conflict of interest RTÉ may (but is not obliged to) invite the relevant Tenderer(s) to propose means by which the conflict might be addressed. RTÉ shall, in its absolute discretion, decide on the appropriate course of action to address the conflict, which may include eliminating a Tenderer from the Competition.

2.6.2 A conflict of interest may include, but is not necessarily limited to, any situation where a Tenderer, or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors) has any connection to a staff

member of RTÉ or of a procurement service provider acting on behalf of RTÉ which could amount, directly or indirectly, to a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

2.6.3 Without prejudice to the foregoing, any registrable interest, involving the Tenderer or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors) and RTÉ, members of the Board of RTÉ, members of the Government, members of the Oireachtas or employees of RTÉ or their relatives must be fully disclosed in the Tender, or should be communicated to RTÉ immediately upon such information becoming known to the Tenderer, if later. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995 (available at <https://www.irishstatutebook.ie/>). RTÉ will, at its absolute discretion, decide on the appropriate course of action to deal with any Registrable Interest, which may include eliminating a Tenderer from the Competition.

2.6.4 Where there is a link of any nature between the Tenderer and any other Tenderer submitting a Tender in this Competition (for example, but not limited to, where both Tenderers are members of the same corporate group), the Tenderer must disclose this in its Tender. RTÉ will consider the impact (if any) of such a link on the Competition and reserves the right to take any such action as may be appropriate and proportionate.

2.7 Confidentiality and intellectual property

2.7.1 Each Tenderer (and any other party who receives a copy of the ITT) (each a **"Receiving Party"**) must keep confidential any information relating to the business, affairs or plans of RTÉ which is designated as "confidential" or which ought reasonably to be regarded as confidential which is obtained under or in connection with the Competition, including, without limitation, their participation in the Competition and this ITT (**"Confidential Information"**) and must not divulge the same to any third party without the prior written consent of RTÉ.

2.7.2 The Receiving Party must ensure that its personnel and all other of its employees having access to Confidential Information are subject to the same obligations as set out in this Section 2.7 (Confidential Information) and must take all reasonable steps to ensure that its personnel and employees are made aware of and perform such obligations.

2.7.3 The Receiving Party may disclose Confidential Information:

- a) if and to the extent required by law or for the purpose of any judicial inquiry or proceedings;
- b) to its professional advisers, auditors and bankers; or

- c) if and to the extent that RTÉ has given prior written consent to the disclosure.

2.7.4 RTÉ is entitled to disclose to any person any information about the Competition, including the identity of the Tenderers and details of their respective members, the Services, the Tender process or the award of the Contract (including, without limitation, details of the Tender Fee) at any time. For the avoidance of doubt Tenderers should note that the identity of Tenderers may be disclosed to other Tenderers in the Competition.

2.7.5 The Receiving Party may not use, communicate, reproduce or publish any material made available to Tenderers during the course of this Competition for any other purpose, without the prior written permission of RTÉ and, in particular, any such material should not be used, reproduced or labelled in a way that would disclose the identity of RTÉ.

2.7.6 The Receiving Party acknowledges that all rights in any materials (including, without limitation, this ITT) provided by RTÉ to the Receiving Party shall at all times vest in and be the absolute property of RTÉ.

2.8 Prior knowledge

Tenderers must not make assumptions that RTÉ or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with the provisions of this ITT).

2.9 Corrections to Pricing Submission and Abnormally Low Tenders

2.9.1 RTÉ may, without any responsibility for this, examine the details submitted in the Pricing Submission for errors and omissions.

2.9.2 RTÉ reserves the right to correct Tenderers' completed Pricing Submissions for errors and/or omissions at its absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if RTÉ considers it appropriate to do so. RTÉ shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission and Tenderers should not assume they will have any opportunity for errors to be corrected. RTÉ's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

2.9.3 Tenderers should ensure that the Pricing Submission is robust and represents a genuine offer to perform the Contract for the tendered prices. Tenderers must not submit unbalanced tenders or abnormally low rates/prices. If, in RTÉ's opinion, any tendered amounts (whether individual rates or prices or the overall Tender Fee) are abnormally low, or if the allocation of tendered amounts is unbalanced, RTÉ may commence an inquiry as envisaged by Regulation 69(1) of the European Union (Award of Public Authority Contracts) Regulations 2016. As part of this inquiry, RTÉ may require the Tenderer to

provide further written details as to its pricing, the constituent elements of such tendered amounts or any other information which RTÉ considers relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authority Contracts) Regulations 2016.

- 2.9.4 RTÉ reserves the right to request any information it deems appropriate for the Tenderer to substantiate the prices entered in the Pricing Submission. Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, RTÉ is of the view that the tendered amounts (whether the individual rates or prices or the overall Tender Fee) are not sustainable or credible, RTÉ may reject the Tender.

2.10 Independent Enquiries

RTÉ reserves the right to make independent trade, credit and security inquiries about Tenderers to verify information provided in a Tender before identifying a preferred Tenderer or awarding the Contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.

2.11 Environmental, Social and Labour Law

- 2.11.1 In fulfilling their Contract obligations, the successful Tenderer and their sub-contractors (if any), are required to comply with all applicable obligations in the field of environmental, social and labour law that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 11 of the European Union (Award of Public Authority Contracts) Regulations 2016. Tenderers will note that in the Form of Tender, they are required to confirm that they have taken account of these in preparing their Tender. Tenderers should also note the Regulation 57 exclusions (see further section 4.3.4 of this ITT) and should take note of the fact that RTÉ reserves the right to exclude a Tenderer from the Competition if RTÉ can demonstrate by any appropriate means a violation of social, environmental or labour law in accordance with Section 2.13 (Sanctions). Where RTÉ is satisfied that a subcontractor has violated social, environmental or labour law, RTÉ reserves the right to require that such subcontractor be replaced (and where that is not possible, or where RTÉ is satisfied that it would be inappropriate having regard to applicable procurement law, RTÉ may eliminate the relevant Tenderer). In considering how to manage any situation arising in accordance with this paragraph, including whether or not the Tenderer or sub-contractor has self-cleaned in accordance with Regulation 47, RTÉ reserves the right to seek further details from the Tenderer or subcontractor, including any information prepared in

accordance with the Corporate Sustainability Reporting Directive and/or the Corporate Sustainability Due Diligence Directive (if applicable).

2.11.2 The Protection of Employees (Temporary Agency Work) Act 2012 (the “**2012 Act**”) provides that in certain circumstances, an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the Contract will involve the provision of Agency Workers (within the meaning of the 2012 Act), without prejudice to the generality of Section 2.11 (Environmental, Social and Labour Law) Tenderers should ensure that they are mindful of their obligations under the 2012 Act when pricing their Tender. RTÉ will have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the Contract.

2.11.3 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services. Tenderers must comply with any applicable statutory terms relating to minimum pay and to legally binding sectoral agreements and, without prejudice to the generality of this Section 2.11 (Environmental, Social and Labour Law), must take these into account when preparing Tenders.

2.11.4 The application of Council Directive 2001/23/EC on the approximation of 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 SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (“**TUPE Regulations**”), will be determined as a matter of law.

2.11.5 Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it. RTÉ does not make any representations, and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations or as to the accuracy of any information provided. Compliance with the TUPE Regulations (insofar as applicable) shall be the responsibility of the successful Tenderer and the Tenderer shall not be entitled to any additional payment to cover the costs of compliance.

2.12 No Canvassing or Collusion

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

- a) directly or indirectly canvasses or offers any inducement, fee or reward to any employee or agent of RTÉ or its advisors;

- b) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018, or the Regulation of Lobbying Act 2015 or any other applicable law in the field of fraud or corruption;
- c) approaches any employee or agent of RTÉ or its advisors except as expressly authorised in this ITT;

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

2.12.2 Any Tenderer who, in connection with this Competition:

- a) fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Tenderer;
- b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from participating in the Competition;
- c) causes or induces any person to enter such agreement as is mentioned in this Section 2.12 (No Canvassing or Collusion);
- d) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission which is likely to undermine the Competition or affect any other Tender or proposed Tender; or
- e) communicates the contents of its Tender to any person other than RTÉ (or those it needs to consult for the purposes of preparing its Tender) or carries on any other form of co-operation or collusion which RTÉ considers has actually or potentially undermined the Competition

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

2.12.3 Tenderers' particular attention is drawn to the provision of the Competition Acts 2002 to 2022. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Please note that, should RTÉ become aware of direct or indirect communications (through trade associations or otherwise) between Tenderers relating to the Contract, or which might facilitate price collusion, RTÉ may disqualify such Tender(s) or Tenderers and may notify the matter to the Competition and Consumer

Protection Commission with the recommendation that action be taken against such Tenderers.

2.13 Sanctions

RTÉ reserves the right to exclude any Tenderer from the Competition should RTÉ be of the view that the possibility of ultimately entering into any contract with RTÉ (bearing in mind any group members, entities relied upon or subcontractors) shall be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers are required to disclose in the Form of Tender any issues giving rise to possible sanctions application.

2.14 Law and jurisdiction

Irish law is applicable to the ITT and the Competition. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the ITT or the Competition.

3. PROCESS

3.1 Invitation to Tender

Interested parties are now invited to tender for the Contract in accordance with the terms of this ITT. Following consideration of Tenders in accordance with the evaluation criteria identified in this ITT, RTÉ may, at its discretion, award the Contract to the Tenderer submitting the most economically advantageous Tender. RTÉ will evaluate Tenders based on the criteria set out in Section 4 (Tender Evaluation and Award) of this ITT.

3.2 Procurement Procedure

3.2.1 Tenderers should note that this Competition is being run under the European Union (Award of Public Authority Contracts) Regulations 2016, which regulate public sector buying of services above a certain value. This means that, among other things, RTÉ has limited scope to make changes to its requirements after the submission of Tenders. Tenderers should not assume that they will have any opportunity to negotiate with RTÉ in relation to its Tender or on the Contract terms after the submission of Tenders. It is essential that Tenderers understand this and that they fully understand the goods or services required by RTÉ and accept the terms of the Contract.

3.2.2 This Competition is being run as an open procedure, which means that Tenderers are required to submit information about (1) their general ability to perform the Contract (selection criteria), and (2) details of their specific offer for delivering the Contract (award criteria). Section 4 (Tender Evaluation and Award) of this ITT explains how both the selection criteria and award criteria will be assessed for this Competition.

3.2.3 RTÉ intends to appoint one successful Tenderer to the Contract (but does not bind itself to).

3.2.4 RTÉ does not undertake to accept any Tender and RTÉ may cancel the Competition at any time prior to the Contract being entered into.

3.3 Competition Timeline

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

Tender Milestone	Date
OJEU Notice and Issue of ITT	21 July 2026
Deadline for Receipt of Queries	No later than 1:00pm Irish time on 07 August 2026

Deadline for Receipt of Tenders	No later than 1:00pm Irish time on 24 August 2026
Standstill Period	14 days from notification date
Contract Commencement	September 2026

3.4 Deadline for Receipt of Tenders

- 3.4.1 The deadline for receipt of Tenders is specified in Section 3.3 (Competition Timeline) above (the “**Deadline**”). The onus is on Tenderers to ensure their Tender has been received prior to the specified Deadline, and that all required tender documentation has been included in their Tender.
- 3.4.2 It is the responsibility of Tenderers (and not RTÉ) to ensure that they are familiar with and understand how to use eTenders so as to ensure that their Tender(s) are submitted on time.

Please allow yourself sufficient time to upload your document(s). Depending on the size of the documentation Tenderers are warned that this process may take some time. Once the closing time has passed the eTenders system does not allow for any additional documentation to be uploaded. RTÉ is not responsible for any system issues experienced by a Tenderer due to network congestion or poor network speeds experienced by tenderers when attempting to upload tenders.

If you require assistance with using the www.eTenders.gov.ie website or are having difficulty uploading your Tender please contact eTenders.

Only in exceptional circumstances will RTÉ consider admitting Tenders received after the Deadline, and this will be entirely at the discretion of RTÉ.

- 3.4.3 RTÉ has the right to extend the Deadline, and if it does so it will notify Tenderers via the eTenders website (www.etenders.gov.ie).

3.5 Delivery of Tenders

- 3.5.1 Tenderers shall submit an electronic copy submission which must be submitted via the submission facility available on www.etenders.gov.ie. Tenders submitted by any other means (including email, fax, post or hand delivery) will NOT be accepted, save that RTÉ may, at its absolute discretion, consider accepting a Tender which has been submitted other than via eTenders in exceptional circumstances.
- 3.5.2 The Form of Tender, included in the TRD, (Form of Tender) must be submitted with the Tender. This form must be completed and signed by a person authorised to bind the Tenderer. The Tender shall be signed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts, which may include the use of electronic signatures. The name of

each person signing shall be typed or written in block capitals below their signature. The official capacity or authority of the persons signing shall also be shown. For the avoidance of doubt, documents requiring a wet ink signature and/or sealing must be completed, printed, signed and/or sealed, scanned and uploaded to the eTenders submission facility in line with the requirements of this document. No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender other than completing it in accordance with its terms.

3.5.3 Only the completed Pricing Submission may contain any pricing information.

3.5.4 All submissions must be compiled such that they can be read immediately using Microsoft Office or PDF reader. Tenderers must ensure electronic documents are legible and not corrupt. RTÉ is not responsible for corruption in electronic documents.

3.6 Submission of Tenders

3.6.1 The working language of the project will be English and all Tenders, supporting documents and correspondence will be required to be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with RTÉ, is not in the English language, the Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail. RTÉ has the right to ask the Tenderer to submit a notarised translation, at the Tenderer's cost, if deemed appropriate by RTÉ.

3.6.2 Tenders will be assessed on the basis of the information contained in the Tender (as may be clarified in accordance with the provisions of the ITT). Tenderers should not assume that RTÉ has any prior knowledge of them or of their service provision. Tenderers are not permitted to make any alteration whatsoever to the Pricing Submission or Form of Tender (other than filling in the required information).

3.6.3 RTÉ will not follow web links in any documentation. The Tender and all supporting documentation should be page numbered and cross referenced to the ITT where appropriate and be fully indexed.

3.7 Tender Validity Period

Tenderers will see from the Form of Tender that Tenders are required to be kept open for acceptance for a specified period from the Deadline. It is a condition of submission of a Tender that such Tender remains open for acceptance by RTÉ for the period set out in the Form of Tender.

3.8 Amendments and Clarifications

- 3.8.1 If RTÉ is of the opinion that a clarification of and/or amendment to the ITT and/or additional information is required to be issued then RTÉ shall be entitled, at any time, to make any such clarification of and/or amendment to the ITT and/or issue such additional information.
- 3.8.2 RTÉ may seek clarification or further information or both from one or more of the Tenderers. RTÉ may meet with one or more Tenderers for these purposes. RTÉ will confirm to the Tenderer concerned in written minutes any clarification arising from such meeting and the Tenderer will be required to confirm or correct the minutes in writing.
- 3.8.3 RTÉ reserves the right to amend the ITT, their requirements and any information contained herein at any time by notice, in writing, to the Tenderers. RTÉ reserves the right, without liability, to take such steps at any time in respect of the Competition as are considered appropriate, including (but not limited to):
- a) Changing the basis of, or the procedures (including the timetable) relating to, the Tender process;
 - b) Amending the ITT by notice in writing to the Tenderers;
 - c) Rejecting any, or all, of the Tenders;
 - d) Not awarding the Contract;
 - e) Not inviting a Tenderer to proceed further;
 - f) Not furnishing a Tenderer with additional or updated information in respect of any aspect of the Contract and/ or the Competition;
 - g) Taking any step that it considers appropriate to ensure that healthy competition is maintained during the Competition; or
 - h) Abandoning the Competition.

3.9 Communications and Queries

- 3.9.1 Tenderers may not address queries to, or communicate with, RTÉ other than in the manner provided for in this Section 3.9 (Communications and Queries). All enquiries regarding any element of this Competition must be forwarded to RTÉ via the eTenders messaging facility at www.etenders.gov.ie. Queries may not be made verbally or by any other means.
- 3.9.2 No approach of any kind in connection with this ITT can be made directly or indirectly to any other person within, or associated with, RTÉ and any attempt to do so may, at RTE's absolute discretion, result in the elimination of the

Tenderer from further participation in this Competition. Tenderers are referred to Section 2.12 (No Canvassing or Collusion).

- 3.9.3 Queries must be received by RTÉ not later than the Deadline for Queries identified in Section 3.3 although RTÉ reserves the right (but is not obliged) to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by RTÉ by this deadline.
- 3.9.4 Queries from Tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all Tenderers to ensure that all Tenderers have the same opportunity to respond. RTÉ will, if appropriate, circulate copies of all queries submitted pursuant to this Section 3.9 (Communications and Queries), together with RTÉ's responses thereto, to all Tenderers by posting the responses to the queries via eTenders website; namely, www.etenders.gov.ie. Accordingly, it is critical that Tenderers record their interest in this Competition via the www.etenders.gov.ie website. Otherwise, a Tenderer may not receive a breakdown of queries submitted, together with RTÉ's responses thereto.
- 3.9.5 RTÉ will endeavour to respond to all reasonable queries/requests received prior to the Deadline for Queries but does not undertake to respond to all queries/requests received. RTÉ may, at its absolute discretion, respond to queries received after that date.
- 3.9.6 RTÉ reserves the right to respond separately to a Tenderer's query if, in RTÉ's absolute opinion, the response is particular to that particular Tenderer. RTÉ does not accept responsibility for any communications issued by it, which are missed or not received by Tenderers, or for communications issued by Tenderers, which are not received by RTÉ.
- 3.9.7 Where a Tenderer believes a query is confidential or commercially sensitive, it must mark the query 'Confidential' and set out why it believes the query is confidential/commercially sensitive. If RTÉ, in its discretion, is satisfied that the query is confidential or commercially sensitive, the query and the response will be kept confidential (without prejudice to Section 3.9.8 and 2.4 (Freedom of Information Act Requirements) and subject to any legal obligations on RTÉ).
- 3.9.8 If RTÉ does not consider it would be appropriate to answer the query on a confidential basis, it will tell the Tenderer and give the Tenderer a short opportunity to object to RTÉ's view and explain why, or to withdraw the query. If the Tenderer does not withdraw the query, or object to RTÉ's view, within the period allowed, RTÉ may issue the query and response to all Tenderers. Even if the Tenderer objects, or withdraws the query, if RTÉ considers that, notwithstanding the objection, the query is not confidential/commercially sensitive, it may issue the query and response to all Tenderers.
- 3.9.9 As stated in Section 3.8 (Amendments and/or Clarifications), RTÉ has the right, at any time, to issue clarifications or updated information to Tenderers

via the eTenders messaging facility. This may include information prompted by a confidential query, even if the confidential query has been withdrawn by a Tenderer.

3.9.10 Any issues or queries which Tenderers have regarding the proposed Contract must also be raised via the query process set out in this Section 3.9 (Communications and Queries) prior to the Deadline for Receipt of Queries.

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

3.10 Tendering Costs

3.10.1 Tenderers shall bear all costs associated with the preparation and submission of their Tenders. RTÉ shall not be responsible and/or liable to pay for any costs, expenses or losses whatsoever which may be incurred by the Tenderer in the preparation or submission of its Tender or in relation to any interviews, presentations, clarifications or additional information associated with the evaluation of submitted Tenders that may arise following submission, or otherwise arising from participation in the Competition, regardless of the conduct or outcome of the Competition (including where the Competition is abandoned by RTÉ).

3.11 Change in circumstances

3.11.1 If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform RTÉ as soon as it becomes aware of this to seek RTÉ's approval in respect of such change and/or RTÉ's approval in respect of the continued participation of the Tenderer in the Competition in light of the change in circumstances (as applicable). This includes, without limitation, adverse changes to the Tenderer's financial situation, change in the composition of a Consortium or the identity of proposed subcontractors, or the identity of proposed key personnel. RTÉ reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the

Tenderer from further participation in the procurement process. Failure to notify such changes may result in elimination from the Competition.

3.11.2 If it comes to RTÉ's attention (whether notified by the Tenderer or otherwise) that:

- a) there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or
- b) information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

RTÉ may (but is not required to) revise its assessment of the Tenderer's Tender (including whether the Tender meets the selection criteria) or whether that Tender can be included in the evaluation on the basis of the information then available to RTÉ.

4. TENDER EVALUATION AND AWARD

4.1 Introduction

- 4.1.1 RTÉ will evaluate and rank compliant Tenders which have not been eliminated based on an evaluation of the criteria set out below. RTÉ proposes to conclude the Contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked Tender) when assessed in accordance with Section 4.6 (Award Criteria).
- 4.1.2 RTÉ reserves the right to validate and clarify the contents of Tenders in parallel to the evaluation of Tenders outlined in this Section 4 (Tender Evaluation and Award) or to otherwise alter or vary the sequence of any steps identified in the evaluation.

4.2 Validation of Tenders and Non-compliant Tenders

- 4.2.1 Tenders will initially be examined for completeness and compliance with this ITT. While RTÉ has the right to seek clarification from Tenderers in relation to completeness and/or compliance issues, it is not obliged to do so and it may eliminate Tenders that are incomplete and/or noncompliant following this initial compliance check. RTÉ's decision about whether the Tender is compliant or not, and the consequences of that, will be final.
- 4.2.2 Tenders must not be qualified in any way but must be submitted in accordance with the ITT (this includes making the Tender expressly or implicitly conditional on certain assumptions). Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Tenders must contain all the information which the ITT requires to be submitted with the Tender. RTÉ's decision on whether a Tender is compliant will be final.
- 4.2.3 Tenderers will also be examined to check that (i) the Tenderer should not be excluded on the basis of Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 and (ii) the Tenderer meets the selection criteria set out in Section 4.5 (Selection Criteria). Tenders which are not eliminated following this step will be assessed in accordance with the provisions of Section 4.6 (Award Criteria) of the ITT.
- 4.2.4 If a Tender fails to comply in any respect with the requirements set out in the ITT, RTÉ shall be entitled (but shall not be obliged) to take any such action as it considers appropriate at its discretion. Examples of the actions RTÉ may take include the following:
- a) rejecting the relevant Tender as non-compliant;
 - b) without prejudice to RTÉ's right to reject the Tender:

- i. meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;
- ii. requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
- iii. waiving a requirement which, in RTÉ's opinion is minor or procedural; and
- iv. clarifying or amending the relevant requirements of the ITT and inviting Tenderers to adjust their Tenders on the basis of such revised requirement, provided however that no amendment and/or change to a requirement of the ITT, shall be permitted if, in the opinion of RTÉ, the amendment and/or change, if accepted, would constitute a material amendment and/or change to RTÉ's requirements.

4.3 Exclusion grounds and selection criteria

4.3.1 Tenderers shall complete and submit with their Tender the electronic version of the European Single Procurement Document ("**ESPD**") to declare:

- a) Their ability to meet the selection criteria identified in Section 4.5 (Selection Criteria) of the ITT (although please note RTÉ will form its own view as to whether the Selection Criteria are in fact met);
- b) That no grounds of exclusion pursuant to Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply, or that, although exclusion grounds do apply to the Tenderer, the Tenderer can, where permitted by Regulation 57, provide evidence to satisfy RTÉ that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of the exclusion grounds; and
- c) In completing Section IV: Selection Criteria of the ESPD, Tenderers should tick "α: Global Indication for all Selection Criteria". However, Tenderers shall note that Section 4.5 sets out, in relation to each Selection Criterion, whether a substantive response is required (or whether a self-declaration by way of the ESPD is permissible at this stage of the Competition). Where Section 4.5 states that a substantive response is required for any particular Selection Criterion, the Tenderer shall ensure that a substantive response to that Selection Criterion is provided with the Tender, in addition to any self-declarations provided in the ESPD.

4.3.2 Tenderers may submit an ESPD which has already been used in a previous procurement procedure, provided that they confirm (i) that the information

contained in it continues to be correct and (ii) that they satisfy the selection criteria for this Competition as set out at Section 4.5 (Selection Criteria) below.

- 4.3.3 Tenderers must be in a position to supply the supporting documentation required to substantiate the declarations made in the ESPD (as described in Section 4.5 (Selection Criteria) in accordance with any timeframe specified by RTÉ. If the Tenderer fails to provide the supporting documentation, or the supporting documentation does not support the declarations made in the ESPD in respect of any selection criterion, RTÉ will deem the Tenderer to have failed that selection criterion (following further clarification with the Tenderer, if considered appropriate by RTÉ at its discretion).
- 4.3.4 As regards Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016, if RTÉ considers that there are grounds for the exclusion of the Tenderer (or a member of the consortium/group, or any entity being relied upon for the purpose of the Tender or any sub-contractor), and the Tenderer is unable to demonstrate to the satisfaction of RTÉ that it should not be excluded (including failing to provide supporting documentation on request), RTÉ may eliminate the Tenderer from the Competition. RTÉ reserves the right to seek further information from Tenderers in connection with any such decision.
- 4.3.5 Tenderers should note that, although this Section 4.3 (Exclusion Grounds and Selection Criteria) anticipates that supporting documentation for any submitted ESPD will be required from the successful Tenderer following the submission of Tenders, RTÉ has the right to ask Tenderers for supporting documentation at any time during the Competition.

4.4 Reliance on resources

- 4.4.1 Where, in order to meet the selection criteria set out at Section 4.5 (Selection Criteria) and prove its financial, economic and/or technical standing (including for the avoidance of doubt, with regard to turnover) to RTÉ, a Tenderer (or a member of a Tenderer, in the case of a group) who wishes to rely on the resources of another entity or undertaking (including, for example, but not limited to, reliance on a parent company's resources), the Tenderer must include with its Tender evidence which satisfies RTÉ that the resources relied upon will be made available if the Tenderer is successful. For example, a Tenderer may provide a letter from such other entity confirming that it is committed to providing the necessary resources, or a Tenderer relying on a parent company for financial resources could submit a written undertaking from the parent confirming that it will enter into a parent company guarantee in a form satisfactory to RTÉ if the Tenderer is successful. A guarantee from such entity may be required as a condition of contract award. If availability of resources being relied upon is not established to the satisfaction of RTÉ, RTÉ will assess the suitability of the Tenderer without taking into account the resources of the entity being relied on. If an entity is being relied on in relation to educational and professional qualifications or relevant technical or

professional experience, the evidence must also confirm that the entity will be involved in the performance of the relevant part of the Contract. If RTE deems that the evidence provided (following clarification, at the discretion of RTE) is not satisfactory, RTE reserves the right to disregard the resources being relied on when carrying out its assessment under Section 4.5 (Selection Criteria) and evaluate the Tenderer based on its own financial, economic and technical standing.

- 4.4.2 Where a Tenderer is relying on the resources of another entity a separate ESPD must be completed and submitted in respect of each such entity. Entities in respect of which ESPDs are to be provided:
- a) Where a Tenderer is relying on the resources of another entity, a separate ESPD must be completed and submitted in respect of each such entity.
 - b) ESPDs must also be submitted for all members of a group/consortium, where entities are tendering as a group/consortium and for proposed sub-contractors.
- 4.4.3 If RTE determines that the entity being relied on does not meet the selection criterion for which it is being relied on, or is subject to exclusion under Regulation 57, it may, subject to applicable law, ask the Tenderer to replace such entity with an entity which is not subject to exclusion/does meet the relevant selection criterion. If RTE takes the view that it would be incompatible with applicable law to permit the entity being relied upon to be replaced, the Tenderer may be eliminated from the Competition.
- 4.4.4 If RTE determines that there are grounds for exclusion of a sub-contractor under Regulation 57, it may, subject to applicable law, ask the Tenderer to replace such sub-contractor. If RTE takes the view that it would be incompatible with applicable law to permit the subcontractor to be replaced, the Tenderer may be eliminated from the Competition.
- 4.4.5 If a Tenderer is asked to replace an entity or sub-contractor under this Section 4.4 (Reliance on Resources) and the Tenderer does not do so, or the replacement does not meet the relevant selection criterion or is subject to exclusion under Regulation 57, the Tenderer may be eliminated from the Competition.

4.5 Selection Criteria

- 4.5.1 Tenderers will either pass **or** fail each of the selection criteria in this Section 4.5 (Selection Criteria). In the event a Tenderer fails one or more of the selection criteria, the Tenderer will be excluded from participating further in this Competition.
- 4.5.2 The tables below explain, in respect of each Selection Criterion, whether a substantive response is required with the Tender, or alternatively whether it is

permissible for a Tenderer to respond by way of self declaration at this stage. Where this section 4.5 and the relevant section of the Tender Response Document specifies that a substantive response is required as part of the Tender, the Tenderer must ensure that a substantive response is provided with the Tender itself.

4.5.3 The suitability of Tenderers to perform the Contract will be evaluated by reference to the following selection criteria:

Selection Criteria	Requirement	Minimum Required
1. Turnover	Tenderers must have turnover of at least €2 million per annum in each of the last three financial years.	Pass
2. Insurance	Employers Liability: €12.7m for each and every claim Public Liability: €6.5m for each and every claim Professional Indemnity: €6.5m for each and every claim Product Liability: €6.5m for each and every claim Cyber and Data protection cover: €5 Million in the aggregate	Pass
3. Technical and Professional Ability	Tenderers will be required to demonstrate that they have sufficient recent and relevant experience to deliver a contract of this nature.	Pass

Notes on Selection Criteria

1. Turnover

In the first instance, it shall suffice for the purpose of responding to the ITT for Tenderers to declare by way of ESPD/TRD that they satisfy the Turnover requirement(s) set out at above and that they are able, upon request and without delay, to provide any supporting documentation to RTÉ in each case.

Upon request from RTÉ, Tenderers must provide any supporting documentation requested within such period as may be determined by RTÉ. Such supporting

documentation may include the audited accounts of the Tenderer or, where audited account are not available for a reason deemed satisfactory by RTÉ, a letter from the Tenderer's accountant confirming the relevant turnover figures. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform RTÉ of the reason and, if RTÉ considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of RTÉ, that the selection criterion is met. If RTÉ is not satisfied with the evidence provided the Tenderer may be eliminated.

2. Insurance

Tenderers must maintain at its sole cost and expense the minimum insurance levels stated in the table below, for the benefit of RTÉ at all times for the duration of the Contract and for such further times as is reasonable and /or may be required in the circumstances or by law. If the Successful Tenderer is a consortium, each member must meet each of the below requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.

In the first instance, it shall suffice for the purpose of responding to the ITT for Tenderers to declare by way of ESPD/TRD that they will be in a position to put in place the required insurances set out above and that they will be able, upon request and without delay, to provide the relevant supporting documentation to RTÉ in each case.

Upon request from RTÉ, Tenderers must provide any supporting documentation requested within such period as may be determined by RTÉ. Such supporting evidence shall include a confirmation from the Tenderer's insurance broker or insurer to the effect that the required insurances are in place or that they can be put in place if the Tenderer is successful in being awarded the Contract. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform RTÉ of the reason and, if RTÉ considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of RTÉ, that they have the required capacity. If RTÉ is not satisfied with the evidence provided the Tenderer may be eliminated.

3. Technical and Professional Ability

Tenderers will be required to demonstrate that they have sufficient recent and relevant experience to deliver a contract of this nature.

In order to demonstrate that the Tenderer meets this criterion, each Tenderer must submit, with its Tender, details of three (3) reference contracts that demonstrate to the satisfaction of RTÉ the Tenderer's experience in successfully delivering services of a similar nature to those described in Appendix 1. Services considered of a similar nature include:

- Implementation Plan
- Service Delivery
- Insurance Programme Design & Placement
- Claims Management & Advocacy
- Risk Advisory & Value-added services

Tenderers must submit a substantive response to this Selection Criterion with their Tender. It shall not suffice for Tenderers to simply declare by way of ESPD/TRD that they satisfy the Technical and Professional Ability requirement(s) set out above.

Tenderers are required to complete the template response document in the TRD, providing responses to all questions set out. Tenderers must ensure that they provide sufficient information to allow RTÉ to evaluate the similarity of the contracts provided to the services detailed in Appendix 1.

The contracts must have been commenced within the last 3 years in order to be considered recent.

RTÉ will only consider three contracts. Tenderers should not submit additional contract details. If more than three contracts are submitted RTÉ will only evaluate the first three contracts listed in the contract summary table. Any other contracts submitted will not be evaluated.

Where any details relating to previous contracts are considered confidential, Tenderers must ensure that they have provided sufficient information to allow RTÉ to judge the similarity of the contract to the present requirements. If the total value of each contract is not known, please give your best estimate. Failure to provide any of the requested information may result in the failure of this selection criterion.

A Tenderer may demonstrate Technical and Professional Ability through the experience of sub-contractors, by providing details of the sub-contractors' relevant experience (as part of the contracts).

Where the experience of a sub-contractor is relied upon, the Tenderer will be required to show the commitment of that sub-contractor to the Tenderer's participation, and that such participation will be in the area to which the experience is relevant.

This criterion shall be marked on a pass/ fail basis as follows:

PASS:	The response demonstrates that the Tenderer has the experience described.
FAIL:	The response does not demonstrate that the Tenderer has the experience described.

4.5.4 Tenderers who pass the selection criteria above will be evaluated under the award criteria in accordance with Section 4.6 (Award Criteria).

4.6 Award Criteria

The identification of the successful Tenderer, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria set out in the table below, identifying the most economically advantageous Tender. Tenderers should note that substantive responses must be provided to the award criteria in the Tender, and it shall not suffice to purport to respond to the award criteria by way of ESPD.

Award Criteria	Marks Available	Minimum Marks Required
A Approach & Methodology This criterion is assessed in accordance with the sub-criteria and weighting for A1 – A5, set out below. Total Marks Available - 60	60	60% of available Marks for each of the individual sub-criteria
A1 Implementation Plan	10	60%
A2 Proposed Service Delivery	15	60%
A3 Insurance Programme Design & Placement	20	60%
A4 Claims Management & Advocacy	10	60%
A5 Risk Advisory & Value-added services	5	N/A
B Sustainability	5	N/A
C Cost	35	N/A
Total	100	

4.6.1 Section 4.7 (Price Assessment) below explains how marks will be awarded under the Price criterion. For each of the other criteria identified in the above table, RTÉ shall award marks on the following basis:

Score	Description
10	An excellent response offering RTÉ confidence that the approach outlined will facilitate an excellent delivery of the Services.
8-9	A very good response offering RTÉ confidence that the approach outlined will facilitate a very good delivery of the Services.
6-7	A good response offering RTÉ confidence that the approach outlined will facilitate a good delivery of the Services.
4-5	A limited response offering RTÉ confidence that the approach outlined will facilitate delivery of the Services in a limited manner.
2-3	A poor response offering RTÉ a poor level of confidence as to the delivery of the Services.
0-1	Fails to meet requirements; no evidence or wholly non-compliant.

4.6.2 Where any minimum marks are specified above, Tenderers should note that failure to achieve the relevant minimum marks will result in the Tender being eliminated from consideration. In the event that a Tender is eliminated from consideration due to a failure to reach the minimum marks set out in the table at Section 0, then that Tenderer's Pricing Submission will not be taken into consideration.

4.6.3 RTÉ reserves the right to request written clarifications or hold clarification meetings with Tenderers before completing the final assessment under the award criteria. The Tenderer's performance at clarification meetings will not be evaluated under the award criteria. The Tenderers shall prepare a written response of the clarifications following the meeting and submit same to RTE within such a time period as specified by RTÉ (the "Written Responses"). Only the Written Responses will be taken into account by RTÉ in the evaluation.

4.6.4 Page limits may be set out in the TRD for Tender responses to certain criteria and where this is, Tenders shall be kept to the maximum number of A4 pages stated. RTÉ will not consider pages beyond the specified limit. Where additional information is permitted to be submitted outside of the page limit for

a particular criterion this will be clearly noted in the criterion; if it is not so noted then all requested information must be supplied within the noted page limits.

4.6.5 Cross referencing among different parts of the Tender is not permitted.

4.7 Price Assessment

4.7.1 The Pricing Submission set out in Appendix II (Pricing Submission) must be completed by all Tenderers. Failure to complete the Pricing Submission in full and to quote on this basis may result in a Tenderer's proposal being excluded from consideration. Tenderers are not permitted to make any alteration whatsoever to the Pricing Submission, other than filling in the required information.

4.7.2 The marks awarded under the Price criterion will be calculated in accordance with the following formula:

$$\text{Marks scored} = \left(\frac{\text{price of lowest non-eliminated Tender}}{\text{price of Tender being evaluated}} \right) \times \text{marks available for Price}$$

4.7.3 The Tender with the lowest price (which has not otherwise been eliminated in accordance with the ITT) will receive the maximum score achievable under the Price criterion.

4.7.4 Marks will be rounded to two decimal places.

4.7.5 Tenderers must complete all elements of this Pricing Submission, with amounts being given in figures to two decimal places. Spaces must not be left blank. The terms "included", dashes, "NA", or similar terms, must not be used – figures must be used at all times. Without prejudice to RTÉ's powers in relation to non-compliances with this ITT or RTÉ's powers in relation to abnormally low amounts in Tenders, if any Tenderer submits a zero price, reserves the right (but shall not be obliged) to substitute a figure of €1 for evaluation purposes.

4.7.6 All prices included by Tenderers in their Tender must be all-inclusive (including all costs/expenses such as travel and subsistence), be expressed in Euro

only and exclusive of VAT. The VAT rate(s) where applicable must be indicated separately. Tenders are assessed on the VAT-exclusive figure.

4.7.7 Tenderer's attention is drawn to Section 2.9 of this ITT which includes provisions relating to 'Corrections to Pricing Submission and Abnormal Tenders'.

4.7.8 The pricing submitted by a Tenderer in the Pricing Submission must not be dependant on any assumptions or qualifications.

4.7.9 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

4.8 Tie Break

4.8.1 In the event of a tie, the Tender with the highest total mark for Approach & Methodology will be deemed to be the higher-ranked Tender.

4.9 Notification

4.9.1 As soon as practicable after RTÉ has made a decision about the award of the Contract RTÉ will notify all Tenderers of the outcome of this Competition. This notification will not form the Contract or any contract or other obligation and specifically will not obligate RTÉ to award or enter into the Contract.

4.9.2 RTÉ will not enter into the Contract with the successful Tenderer until any standstill period prescribed by law has elapsed (the "**Standstill Period**", the duration and expiry date of which will be set out in the letter notifying Tenderers of the outcome).

4.9.3 Tenderers should note that RTÉ may, when notifying unsuccessful Tenderers of the results of this Competition, include any information which RTÉ considers is required by law to be disclosed, which may include the price of the successful Tender and the scores obtained by the successful Tender together with a description of its characteristics and relative advantages when compared with their Tender.

4.10 Letter of intent

4.10.1 RTÉ may issue to the selected Tenderer a letter of intent requiring that Tenderer to submit to RTÉ any or all of the following together with any other items that RTÉ deems appropriate:

- a) Evidence of tax clearance. The selected Tenderer may be required to provide its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of its tax status by RTÉ. By supplying these numbers the selected Tenderer agrees that RTÉ has

their permissions to verify the tax cleared position online. It is a pre-condition to entering into the Contract with the Tenderer that RTÉ is satisfied with the Tenderer's tax status;

- b) Evidence of required insurances;
- c) Evidence substantiating the declarations made in the ESPD/TRD (if not already provided to RTÉ); and
- d) Any other items which RTÉ considers appropriate.

4.10.2 The issuance of a letter of intent by RTÉ shall not in any way constitute the award of this Contract and the Contract shall not come into force in any way without the issue of either a Letter of Acceptance by RTÉ or the formal execution of the Contract by RTÉ and the successful Tenderer.

4.10.3 If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the time allowed, RTÉ may take such steps as are considered appropriate, including (but not limited to):

- a) executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided);
- b) allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or
- c) proceeding to initiate award to the Tenderer who submitted the next most economically advantageous Tender, seriatim, and seek to conclude a contract with that Tenderer.

4.10.4 Without prejudice to the foregoing, in the event that RTÉ is unable to conclude the Contract with this Tenderer, RTÉ reserves the right (but is not obliged) to revert to the next highest ranked Tenderer, seriatim, and seek to conclude the Contract with that Tenderer. This is without prejudice to RTE's rights to terminate the Competition.

4.11 Letter of Acceptance

RTÉ may create the Contract by issuing a Letter of Acceptance in respect of such Contract at any time during tender validity period (subject to any standstill period which may be required by law), or alternatively, RTÉ may formally execute the Contract with the Successful Tenderer.

4.12 Proposed Contract

4.12.1 A copy of the Contract proposed to be entered into between RTÉ and the successful Tenderer is attached at Appendix 4 (Draft Contract). Please note the specific technical and other requirements are detailed elsewhere in this document and in the conditions in the Contract. The successful Tenderer will

be required to enter into the Contract with RTÉ on the basis of the terms and conditions set out in Appendix 4 (Draft Contract). RTÉ shall draft and specify the final form of the Contract.

4.12.2 No commitment of any kind, contractual or otherwise, will exist unless and until the formal Contract has been executed by or on behalf of RTÉ.

4.12.3 As stipulated in Section 3.9.10, any issues which a Tenderer may have with the proposed Contract must be raised by way of Tender query as per Section 3.9 (Communications and Queries) prior to the Deadline for Receipt of Queries. As outlined in Section 3.2.1, Tenderers should not assume that they will have any opportunity to negotiate with RTÉ in relation to its Tender or on the Contract terms after the submission of Tenders and Tenderers are referred to paragraph 2 of the Form of Tender in this regard.

APPENDIX 1 - SCOPE AND SPECIFICATIONS OF REQUIREMENT

1.1 Overview

This Section details the Services required of the successful Tenderer. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change.

The duration of the Contract is intended to be 3 years, although RTÉ has the right to terminate it earlier. RTÉ also has the right to extend the duration of the Contract by any period or series of periods up to a total of 4 years so that the Contract may ultimately have a maximum total duration of 7 years

The successful Tenderer will be required to comply with applicable RTÉ policies as deemed necessary by RTÉ. In addition, the successful Tenderer will have to comply with all applicable laws, in particular (but without limitation) in respect with environmental, social and labour law, as set out at section 2.11 (Environmental, Social and Labour Law).

1.2 Scope of the Contract

RTÉ intends to award a Contract for the provision of Insurance Brokerage Services. The successful Tenderer shall provide a comprehensive insurance brokerage and placement service for RTÉ, including the design, placement, management and continuous review of RTÉ's insurance programme.

The types of services that may be required are set out below (the "Services"). Tenderers should note however that this is a non-exhaustive list and merely serves to illustrate the type of Services that may be required.

1.3 Services

1.3.1 General Programme Review and Insurance Advisory

The services shall include, but not be limited to:

- Conducting regular reviews of RTÉ's insurance programme and risk profile.
- Advising RTÉ on all insurance-related matters and the suitability of insurance products and providers.
- Sourcing the most appropriate and economically advantageous insurance solutions available in the marketplace.
- Providing timely reports on market developments, capacity changes, emerging risks and insurer appetite.

- Reviewing all insurance covers, typically on an annual basis, and advising on their continued suitability, adequacy and necessity.
- Procuring ad-hoc insurance covers as required outside the annual renewal process.
- Assisting RTÉ in the preparation of insurance specifications and the development of new insurance programmes.
- Ensuring ongoing review and verification of policy terms, conditions, limits, extensions, warranties and exclusions and obtaining revisions or improvements where necessary.
- Attending insurance review meetings with insurers, legal advisers and RTÉ representatives as required.

Annual Negotiation and Placement

The successful Tenderer shall:

- Provide a full insurance brokerage and placement service during all annual insurance renewals.
- Lead and manage the annual insurance renewal process.
- Conduct pre-renewal planning meetings with RTÉ and provide a detailed renewal timetable.
- Gather and validate information and exposure data from RTÉ.
- Prepare submissions and renewal documentation.
- Present a comprehensive market overview covering:
 - Sums insured
 - Limits and deductibles
 - Changes in business activities
 - Claims experience
 - Market conditions and trends
 - Benchmarking against industry best practice
 - Budget considerations and renewal expectations
- Carry out claims banding and outstanding claims reviews prior to renewal.

The successful Tenderer shall negotiate, price and place insurance covers on behalf of RTÉ and seek to obtain the most economically advantageous terms, conditions and premiums available in the market.

The placement service shall include:

- Agreement of final placement strategy with RTÉ.
- Consideration of multi-year policy options where available and beneficial.
- Procurement support where the successful Tenderer shall:
 - Lead the procurement tender processes for the appointment of insurer.
 - Prepare tender documentation and market submissions.
 - Evaluate insurer responses and provide recommendations.
 - Support the selection and placement of RTÉ's insurance programme before the expiry of existing policies.
 - Provide evidence of competitive marketing activities undertaken during placement exercises.
- Confirmation of cover prior to inception.
- Delivery of all renewal and policy documentation in a timely manner.
- Issuing premium invoices and supporting documentation.
- Provision of evidence of insurance, certificates and confirmation letters.

Insurance Cover Portfolio

The successful Tenderer shall provide advice and placement services in respect of all existing and future insurance requirements, including but not limited to:

- Combined Employers, Public and Products Liability
- Property Damage and Business Interruption
- Motor Fleet
- Engineering and Engineering Inspection
- Travel Insurance
- Ad-hoc Travel Insurance to hostile environments as required for Current Affairs.

- Marine Insurance
- Professional Indemnity / Errors & omissions
- Trade Credit Insurance
- Media Liability
- Computer Insurance
- Directors & Officers Liability
- Pension Trustee Liability
- Crime/Fidelity Insurance
- Aerial Camera, Drone and UAV Insurance
- Cyber Insurance
- Transit/Cargo Insurance

Documentation and Transparency

The successful Tenderer shall provide:

- Annual renewal reports outlining placement options and recommendations.
- Comprehensive insurance cover summaries.
- Policy schedules and renewal documentation.
- Summaries of policy extensions and exclusions.
- Full disclosure of all fees, commissions, brokerage income and any other remuneration received in connection with RTÉ placements.
- Maintenance of complete and accurate insurance records.

1.3.2 Proposed Service Delivery

RTÉ requires a proactive, responsive and high-quality service delivery model supported by experienced personnel and robust governance arrangements.

Account Management

The successful Tenderer shall:

- Nominate a dedicated Account Manager with significant insurance brokerage experience.

- Appoint a Contract Manager who will act as the primary point of contact for all contract administration matters.
- Ensure continuity of service through a suitably qualified support team.
- Attend account management meetings with RTÉ at least twice annually.
- Proactively identify opportunities for programme improvements and cost savings.

Support Services

The successful Tenderer shall:

- Provide office-hours support for all insurance-related queries.
- Deliver prompt and practical advice on all insurance matters.
- Provide swift and concise responses to urgent requests.
- Translate complex insurance terminology into clear and understandable language.

Contract Management and Reporting

The Contract Manager shall:

- Attend contract management and planning meetings as required.
- Provide written progress reports as required by RTÉ.
- Ensure compliance with all contractual obligations and service levels.

Invoicing and Financial Administration

The successful Tenderer shall:

- Manage insurer premium settlements and invoicing activities.
- Submit draft invoices for review and approval prior to issuing final invoices.
- Provide detailed fee breakdowns and supporting narratives.
- Obtain prior written approval before incurring unapproved costs.
- Maintain records of Purchase Orders and approvals.
- Support RTÉ's objective of controlling and reducing insurance-related expenditure.

Implementation Plan

In accordance with the agreed Implementation Plan the successful Tenderer shall:

- Manage the transition from any incumbent service provider, where applicable.
- Manage timelines to ensure that insurance policies are renewed on 1st December 2026.
- Ensure continuity of insurance cover and service delivery.
- Coordinate the transfer of relevant records and documentation.
- Deliver an orderly and risk-free transition process.

1.3.3 Claims Management & Advocacy

The successful Tenderer shall provide comprehensive claims management, advocacy and claims analysis services throughout the contract term.

Claims Management Services

Services shall include:

- Management of all claims arising under RTÉ insurance policies.
- Notification of claims to insurers.
- Liaison with insurers, loss adjusters, legal advisers and other stakeholders.
- Regular communication with RTÉ regarding claim developments.
- Assistance throughout the claims lifecycle from notification through to settlement.
- Maintenance of complete claims records.

Claims Advocacy

The successful Tenderer shall:

- Act as an advocate for RTÉ in all dealings with insurers.
- Negotiate optimum outcomes and settlements on behalf of RTÉ.
- Challenge insurer decisions where appropriate.
- Escalate complex or disputed claims where necessary.

Claims Review and Reporting

The successful Tenderer shall:

- Arrange and facilitate claims review meetings at frequencies determined by RTÉ.
- Review:
 - Liability positions
 - Claims reserves
 - Outstanding claims
 - Claims trends
 - Emerging issues
- Develop and maintain claims tracking protocols.
- Provide regular claims reports and management information.
- Produce analysis of losses and claim costs.
- Monitor insurer performance in claims handling.

Claims Analytics and Loss Prevention

The successful Tenderer shall:

- Analyse claim trends and loss statistics.
- Identify recurring causes of loss.
- Advise on claims reduction strategies.
- Provide recommendations to improve future loss prevention.
- Support improved risk management through claims data analytics.

Insured Losses Support

The successful Tenderer shall provide:

- General assistance with insured losses.
- Advice on claims notification requirements.
- Support in preparing insurer submissions.

- Negotiation support throughout claims settlement processes.

1.3.4 Risk Advisory & Value-Added Services

The successful Tenderer shall provide proactive risk advisory, risk management and consulting services to support RTÉ's operational, strategic and governance objectives.

Risk Profiling and Risk Consulting

Services shall include:

- Advice on all aspects of insurance and risk management.
- Assistance with risk identification and risk evaluation.
- Annual review of uninsured and uninsurable risks.
- Provision of ongoing risk assessment and risk control advice.
- Support for new projects and operational initiatives.
- Attendance at project meetings and provision of written advice as required.

Risk Surveys and Technical Services

The successful Tenderer shall:

- Recommend measures to reduce risk exposures.
- Support disaster recovery and crisis management planning.

Contract and Third-Party Insurance Advice

The successful Tenderer shall:

- Review insurance provisions in contracts, leases and commercial agreements.
- Review indemnity clauses and advise on adequacy and suitability.
- Recommend insurance requirements for projects and contracts.
- Review contractors' insurance policies and certificates.
- Verify that contractual insurance obligations are being met.
- Liaise with insurers and brokers representing contractors and third parties.

Continuous Improvement

The successful Tenderer shall work proactively with RTÉ throughout the contract term to:

- Improve programme effectiveness.
- Reduce total cost of risk where possible.
- Enhance risk management maturity.
- Improve claims outcomes.
- Deliver innovation and market-leading insurance solutions.
- Identify and implement potential areas for cost savings and operational efficiencies.

APPENDIX 2

TENDERER RESPONSE DOCUMENT

Attached as a separate document

APPENDIX 3

DATA PROTECTION NOTICE

Introduction

RTÉ is committed to protecting personal data provided to it during the Competition. As part of your response to the procurement documents for this Competition, you may provide personal data relating to you or your organisation, employees or other third parties. This Data Protection Notice aims to inform you about:

How RTÉ uses your personal data you may provide to it as part of the Tender Submission;

The legal principles and lawful basis under which RTÉ process your personal data; and

Your rights regarding your personal data.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

As set out in Section 2.5.1 of the ITT, “**Data Protection Law**” means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Acts 1988 to 2018.

About RTÉ

Raidió Teilifís Éireann is a statutory body and the national public service broadcaster of Ireland. It was established initially as Radio Éireann under the Broadcasting Authority Act 1960 and under its current iteration as a statutory corporation under the Broadcasting Act, 2009. RTÉ has a registered office at RTÉ Head Office, RTÉ, Donnybrook, Dublin 4.

Any reference to “us”, “our” or “we” in this Data Protection Notice is a reference to RTÉ.

Where personal data is provided to RTÉ, the relevant controller is RTÉ. If you have any questions about our use of your personal data, please contact our Data Protection Officer at dpo@RTÉ.ie or write to: Data Protection Officer, RTÉ, Donnybrook, Dublin 4.

What Personal Data do we collect about you and how do we use it lawfully?

We may collect, use, store and process the following personal data as part of this Competition and for the following purposes:

Purpose	Type of Data	Lawful basis for processing
To run the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTÉ's legal obligations under public procurement laws, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.
The administration of any contract awarded on foot of the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTÉ's legal obligations under public procurement laws, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.
Reporting to any regulators or oversight bodies	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details	The processing is (i) necessary to comply with RTÉ's legal obligations, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.

Purpose	Type of Data	Lawful basis for processing
	Any other data provided as part of the submission	
Dealing with any disputes relating to the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTE's legal obligations under public procurement law, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTE.

How do we collect your personal data?

We collect personal data from you directly, and from the following sources:

- Your organisation;
- Other members of your consortium; and
- Referees.

To whom do we disclose your personal data?

In connection with the above, we may disclose your personal data to various recipients including:

- Your employer;
- Other members of your consortium;
- Our third party service providers, such as advisors and contractors; and
- Regulators or oversight bodies.

Where is your personal data transferred to?

No personal data is transferred outside of the European Economic Area in relation to the running of the Competition.

How long do we retain your personal data for?

If you or your organisation are unsuccessful as part of the Competition, such personal data will be retained until three years after the conclusion of the Competition or the

award of the Contract to the successful party, whichever is later. If you or your organisation are successful, and a contract is awarded to you at the end of the Competition, such personal data will be retained for not longer than is necessary for the purpose of administering the contract or as required or permitted for legal, regulatory, fraud prevention and legitimate business purposes.

What are your data protection rights?

You have the following rights, in certain circumstances and subject to certain restrictions, in relation to your personal data:

- *Right to access the data* – You have the right to request a copy of the personal data that we hold about you, together with other information about our processing of that personal data.
- *Right to rectification* – You have the right to request that any inaccurate data that is held about you is corrected, or if we have incomplete information you may request that we update the information such that it is complete.
- *Right to erasure* – You have the right to request us to delete personal data that we hold about you. This is sometimes referred to as the right to be forgotten.
- *Right to restriction of processing or to object to processing* – You have the right to request that we no longer process your personal data for particular purposes, or to object to our processing of your personal data for particular purposes.
- *Right to data portability* – You have the right to request us to provide you, or a third party, with a copy of your personal data in a structured, commonly used machine readable format.
- *Right to withdraw your consent* – Where our processing of your personal data is based on you having provided your consent, you have the right to withdraw such consent.

Please note that these rights are not absolute, and are subject to certain restrictions and exemptions. For example, the right to erasure of personal data will not apply where we have a legitimate reason to continue to hold such data.

If you wish to exercise any of the rights set out above, please contact us at **dpo@RTÉ.ie**

In relation to any of the above rights or anything in this Data Protection Notice, all data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission: <https://www.dataprotection.ie/>.

APPENDIX 4 – DRAFT CONTRACT
Attached as a separate document