Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

ITT SERVICES – CONTRACT

INVITATION TO TENDER FOR THE PROVISION OF 2025P154 – ECONOMIC SCENARIO DATASET SERVICES FOR THE CENTRAL BANK OF IRELAND

ISSUE DATE: 17th of July 2026

CLOSING DATE: 14th of August 2026

TABLE OF CONTENTS

1. INTRODUCTION

1.1 PURPOSE OF THIS DOCUMENT

1.1.1 The Central Bank of Ireland ("**Central Bank**") needs Economic Dataset services referred to below at section 1.3. The purpose of this document is to invite interested parties ("**Tenderers**") to participate in a competition for the opportunity to provide those services (the "**Competition**"). This Invitation to Tender ("**ITT**") sets out

(a) the nature of the services required (this section 1, and Appendix 1A);

(b) how the Competition is structured and how Tenderers go about participating in the Competition (section 2);

(c) how the responses to the ITT ("**Tenders**") will be assessed to identify the winner of the Competition (the "**successful Tenderer**") (section 3);

(d) general rules which govern the Competition and other important information which interested parties need to be aware of (section 4);

(e) documents which must be completed and included as part of the Tender (Appendices 1A, 2, and 3)

(f) the contract terms that the successful Tenderer will have to accept and sign (Appendix 4); and

(g) a glossary to help Tenderers understand some of the specific terms used in this ITT (Appendix 5).

It is very important that Tenderers read all of the Tender Documents in full and ensure they are fully familiar with the Central Bank'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 best Tender. In the event that Tenderers have a specific query in relation to the Tender Documents, such query should be submitted to the Central Bank in accordance with section 2.5 below.

1.2 THE CONTRACTING AUTHORITY

1.2.1 The Central Bank of Ireland serves the public interest by safeguarding monetary and financial stability and by working to ensure that the financial system operates in the best interests of consumers and the wider economy.

1.3 THE OPPORTUNITY

1.3.1 This Competition offers interested service providers the opportunity to tender for a contract (the "**Contract**") for the provision of **2025P154 – Economic Scenario Dataset** services to the Central Bank. The services are more fully described in Appendix 1A (the "**Services**") and Tenderers should read Appendix 1A in full to understand what is involved.

1.3.2 The Central Bank intends to identify one successful Tenderer for the award of the Contract.

1.3.3 The duration of the Contract is intended to be twenty-four (24) months although the Central Bank has the right to terminate it earlier. The Central Bank also has the right to extend the duration of the Contract by any period or series of periods up to a total of twenty-four (24) months, so that the Contract may ultimately have a maximum total duration of forty-eight (48) months. The Contract in Appendix 4 sets out the rules on termination and extension and Tenderers should review them in detail

1.3.4 The Central Bank invites Tenderers to submit Tenders to be considered for the Contract.

1.4 THE CONTRACT

1.4.1 Subject to the Central Bank's rights as set out in this ITT, the successful Tenderer will be required to sign a Contract with the Central Bank. The form of Contract, which the successful Tenderer will be required to sign, is set out at Appendix 4 to this ITT. The Contract sets out the overall relationship between the Central Bank and the successful Tenderer for its duration. Tenderers should read the Contract to see how it will operate. The successful Tenderer will also be required to comply with the Central Bank's policies in carrying out the Services, and Tenderers should review the Contractor Policy Pack published on the Central Bank website at the following link: **Contractor Policy Pack**.

1.4.2 Tenderers should be aware that there is no guarantee as to the volume of work that may be awarded under the Contract. Any references in this ITT to notional volumes of services for evaluation purposes are not to be taken as any indication of the actual volumes that may be awarded under the Contract.

1.4.3 This Competition is not regulated by the European Union (Award of Public Authority Contracts) Regulations 2016.

1.4.4 **It is the responsibility of Tenderers to make sure they fully understand the rules of the Competition and to get whatever advice they require in this regard, along with engaging with any appropriate internal stakeholders, such as sales, procurement, legal and IT, at an early stage in the preparation of their Tender.**

1.4.5 **Tenderers may not, in their Tenders, amend the Contract.** Any attempt to do so, or to enter into negotiation with the Central Bank following the submission of Tenders, may result in the Tenderer being excluded from this Competition. Tenderers can raise queries about any aspect of this Competition (see section 2.5). Any queries or issues that Tenderers have, including in relation to the Services or the Contract should be raised with the Central Bank **before the submission of Tenders** (using the query procedure set out at section 2.5 of this ITT), so that the Central Bank can review and respond to them in good time before the deadline for submission of Tenders. It is too late for Tenderers to engage in discussions in relation to contract terms after Tenders are submitted. Tenderers are encouraged to make good use of the query facility.

2. THE COMPETITION

2.1 STRUCTURE OF THE COMPETITION

2.1.1 This Competition is being run as an open procedure, which means that Tenderers are required to submit information about their general ability to provide the Services (selection information) and also details of their specific offer for providing the Services (award information). Section 3 of this ITT explains how both the selection information and award information will be assessed for this Competition.

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

Tender Milestone	**Date**
Issue of ITT	17/07/2026
Closing date for receipt of queries	31/07/2026
Deadline for receipt of Tenders	14/08/2026

2.2 TENDER SUBMISSION

2.2.1 **The closing date and time for receipt of Tenders is 12:00noon on 14/08/2026 (“Closing Date”).** Tenders must be received by the Closing Date. The Central Bank has the right to extend the Closing Date for receipt of Tenders, and if it does so it will notify Tenderers via the eTenders website (**www.etenders.gov.ie**). Tenderers will see from the Tenderer’s Statement in Appendix 2 that Tenders are required to be kept open for acceptance for a specified period from the Closing Date.

2.2.2 In order to submit a document to the eTenders post-box, Tenderers must click “Submit Response”. After submitting, Tenderers can still modify and re-send their response up until the Closing Date, but the “Submit Response” button **will be disabled automatically** upon expiration of the Closing Date.

2.2.3 Tenderers should familiarise themselves with the operation of the eTenders post-box (including size constraints for uploads) and should ensure that they give themselves sufficient time to upload all required information before the Closing Date, bearing in mind that upload speeds vary. It is not advisable to wait until the last moment to upload documents in case of connection difficulties or other technical problems. It is the responsibility of Tenderers to ensure that their Tender(s) reach the eTenders post-box on time and the Central Bank has no responsibility in this regard.

2.2.5 Similarly, the Central Bank is not responsible for corruption in documents. Tenderers must ensure documents are not corrupt. All Tenders submitted must be compiled such that they can be downloaded and read immediately using PDF, or Microsoft Office format readers.

2.2.6 Tenders must be submitted in English. If a Tender contains original documentation (such as a reference) which is in another language, it must be accompanied by a translation into English and the English-language version will be definitive. The Central Bank has the right to ask the Tenderer to submit a notarised translation, at the Tenderer's cost, if required.

2.3 TENDER CONTENTS

2.3.1 It is the responsibility of Tenderers to read this ITT thoroughly and ensure that they fully understand what must be submitted to the Central Bank in their Tender. Tenderers should note that, when preparing their Tender:

(a) Only the completed Pricing Schedule may contain any pricing information;

(b) Tenders should be fully paginated, with an index clearly showing the location of the various elements of the Tender. Cross-referencing among different parts of the Tender is not permitted. While the Central Bank has the right to take material from one part of a Tender into account in another part, it is not obliged to do so, and Tenderers may not assume that the Central Bank will search through their Tender to find relevant material in response to any particular requirement;

(c) All information supplied by a Tenderer may be treated as contractually binding, if the Tender is accepted by the Central Bank;

(d) Tenders will be assessed on the basis of the information contained in the Tender (as may be clarified in accordance with the provisions of this ITT). Tenderers should not assume that the Central Bank has any prior knowledge of them or of their service provision;

(e) The Central Bank will not follow web links in any documentation;

(f) Each Tenderer must indicate, in their Tender, any share of the contract that it may intend to subcontract to third parties, if successful (see also section 2.7 below).

2.4 COMPLIANCE

2.4.1 Tenders will be checked for compliance with the requirements of this ITT, and the Central Bank's decision about whether the Tender is compliant or not, and the consequences of that, will be final.

2.4.2 Tenderers must comply with this ITT, and must not alter or edit it in any way (save for completing sections where instructed to do so). Tenders must not be qualified in any way 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, or which puts the Tender on a different footing from other Tenders. Tenders must contain all the information which this ITT requires to be submitted with the Tender.

2.4.3 If the Central Bank decides that a Tender does not comply with this ITT, the Central Bank may take any action it considers appropriate at its discretion (Tenderers are reminded of the provisions of section 4.6.2 in this regard). Examples of actions the Central Bank may take include the following:

(a) reject the Tender for non-compliance;
(b) without prejudice to the right to reject the Tender:
  (i) seek clarification or further information from the Tenderer (including the provision of missing information or information provided in an incorrect form);
  (ii) waive a requirement which, in the opinion of the Central Bank, is non-material or procedural;
  (iii) clarify or revise the Central Bank's requirements and invite Tenderers to submit revised information based on the updated requirements.

2.5 COMMUNICATIONS AND QUERIES

2.5.1 Each Tenderer must appoint a representative who will be responsible for communicating with the Central Bank. All communications with the Central Bank will be through this representative. In circumstances where this representative is away or unavailable, it is the responsibility of Tenderers to ensure that another person in the Tenderer takes responsibility for checking communications from the Central Bank in relation to this Competition. The Central Bank is not responsible for communications (including updates and clarifications) being missed or not received by Tenderers. The Tenderer must complete the table in Appendix 2 setting out the name, title, telephone number, postal address, and e-mail address of this nominated representative. Correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.

2.5.2 Tenderers must communicate with the Central Bank **via the messaging facility on www.etenders.gov.ie** and may not contact the Central Bank directly regarding any aspect of this Competition unless expressly invited to do so by the Central Bank.

2.5.3 If Tenderers have queries relating to any aspect of this Competition (including this ITT), they must be raised with the Central Bank (via the messaging facility, as described above) before 12:00 noon on 31/07/2026 (although the Central Bank may at its discretion answer queries received after this time).

2.5.4 The Central Bank will endeavour to respond to all queries raised in good time, but does not undertake to do so. All responses to queries will be issued via the messaging facility on www.etenders.gov.ie. Tenderers should therefore ensure they register their interest in this Competition by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive responses to queries and other updates in relation to this Competition.

2.5.5 Subject to section 2.5.6 below on confidential queries, the responses to queries will be issued to all Tenderers, although the identity of Tenderers raising the query will not be disclosed. Where it considers appropriate, the Central Bank may amalgamate queries or edit the text of queries, for example to avoid disclosing the identity of the questioner.

2.5.6 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 the Central Bank, 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 2.5.8 and subject to any legal obligations on the Central Bank).

2.5.7 If the Central Bank 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 the Central Bank's view and explain why, or to withdraw the query. If the Tenderer does not withdraw the query, or object to the Central Bank's view, within the period allowed, the Central Bank may issue the query and response to all Tenderers. Even if the Tenderer objects, or withdraws the query, if the Central Bank considers that, notwithstanding the objection, the query is not confidential/commercially sensitive, it may issue the query and response to all Tenderers.

2.5.8 The Central Bank 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.

2.5.9 Tenderers are reminded that, as set out at section 1.4.4, any issues they have regarding the Contract must also be raised via the query process set out in this section 2.5.

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

2.6 CONFLICTS OF INTEREST AND REGISTRABLE INTERESTS

2.6.1 If at any time a Tenderer is or becomes aware of any conflict of interest (actual or perceived), or a potential conflict of interest, on the part of a Tenderer, a sub-contractor, or any individual employee(s) or agent(s) of a Tenderer or sub-contractor(s), it must promptly disclose this to the Central Bank via the eTenders messaging facility. This obligation to notify the Central Bank is an on-going one throughout this Competition (and Tenderers will note that the Contract also contains provisions in this regard).

2.6.2 Where there is any conflict of interest or potential conflict of interest, the Central Bank may invite the relevant Tenderer(s) to propose means by which the conflict might be addressed. The Central Bank will, at its discretion, decide on the appropriate course of action to address the conflict, which may include eliminating a Tenderer from the Competition or terminating any contract entered into by a Tenderer.

2.6.3 Any "**Registrable Interest**" involving a Tenderer or a sub-contractor (or any individual employee(s) or agent(s) of a Tenderer or sub-contractor(s)) and the Central Bank, or employees, officers or representatives of the Central Bank and their "**Relatives**" must be fully disclosed in the Tender. If it only comes to the Tenderer's notice after the submission of the Tender, it should be communicated to the Central Bank immediately.

2.6.4 "Registrable Interest" and "Relative" for this purpose are interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001, available at www.irishstatutebook.ie. The Central Bank will, at its discretion, decide on the appropriate course of action to deal with any Registrable Interest, which may include eliminating a Tenderer from the Competition or terminating any contract entered into by a Tenderer.

2.7 GROUP TENDERERS

2.7.1 Where a group of undertakings (in whatever form and irrespective of the legal relationship between them) come together with the purpose of submitting a Tender in response to this ITT, the single representative referred to in section 2.5.1 must be authorised to represent all members of that group of undertakings, and the Central Bank will take this to be the case in its communications with that Tenderer.

2.7.2 The Tenderer must complete the table in Appendix 2 setting out the name, title, telephone number, postal address, and e-mail address of the nominated representative who is authorised to represent all members of the group and with whom the Central Bank shall communicate until this Competition has been completed or terminated. As set out in section 2.5.1, correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.

2.7.3 In addition, a single entity from the tendering group will be required to carry overall responsibility for the obligations under the Contract as prime contractor ("**Prime Contractor**"). All other members of the group will be required to be sub-contractors to the Prime Contractor. Such other group members will be considered sub-contractors for the purposes of this Competition, regardless of how the group may have organised itself. Tenderers should also note the provisions of section 3.2.2 in this regard.

2.7.4 Group Tenderers must set out in their Tender the roles of each member of the group in the delivery of the Services.

2.8 MULTIPLE PARTICIPATION

2.8.1 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 is the responsibility of that entity to ensure that it has notified each Tenderer with which it is participating that it is involved with more than one Tenderer, and it must be able to produce evidence to the Central Bank, upon request, that it has done so. If Tenders are submitted and this section 2.8.1 has not been complied with, the Central Bank may take such steps as it considers appropriate, which may include eliminating one or more of the relevant Tenderers from the Competition.

2.9 WITHDRAWAL FROM THIS COMPETITION

If at any stage Tenderers decide to withdraw from this Competition, they must notify the Central Bank via the messaging facility on the eTenders website.

3. HOW THE SUCCESSFUL TENDERER WILL BE IDENTIFIED

3.1 STEPS IN THE AWARD PROCESS

3.1.1 Following the Closing Date, Tenders will be opened by the Central Bank and an initial check for completeness and compliance with this ITT will be carried out. While the Central Bank has the right to seek clarification from Tenderers in relation to completeness and/or compliance issues, it may eliminate Tenders that are incomplete and/or non-compliant following the initial compliance check.

3.1.2 Subject to section 3.1.6, Tenders which are not eliminated on the basis of the initial completeness or compliance check will be checked to ensure that the Tenderer meets the selection criteria set out in section 3.2.A and 3.2.B. Further detail on this is set out in section 3.2. Tenders which do not pass these checks will be eliminated.

3.1.3 Subject to section 3.1.6, Tenders which are not eliminated on the basis of sections 3.1.1 or 3.1.2 will be assessed against the award criteria set out in section 3.3.1, in order to identify the successful Tenderer. If the award criteria table in section 3.3.1 identifies minimum marks which must be achieved, Tenders which do not achieve these minimum marks in the award criteria assessment will be eliminated.

3.1.4 For each Tender, the marks awarded under each award criterion will be totalled and the Tenders will be ranked from highest to lowest according to the total score achieved. Of the non-eliminated Tenders, the Tenderer who submits the most economically advantageous Tender (following the application of a tie-break, if necessary) will be awarded the Contract (subject to satisfactory verification of any self-declarations in the Tender, as described in section 3.2; the pre-conditions to contract award referred to at section 3.6; and the Central Bank's general right to cancel this Competition without entering into any contract with any Tenderer).

3.1.5 All Tenderers will be notified of the outcome of the assessment exercise and the Central Bank will proceed to sign the Contract with the successful Tenderer (again, subject to its general right to cancel this Competition without any award). Further detail on this is set out in sections 3.6 and 3.10.

3.1.6 The steps set out at sections 3.1.1 to 3.1.4 may be carried out in any order or in parallel. Without prejudice to the generality of that, in particular the Central Bank reserves the right to examine tenders before carrying out the check referred to in section 3.1.2. The fact that a step has been carried out in relation to a particular Tender is not an indication that the Tender has been deemed to have successfully passed the other steps. The Central Bank has the right not to carry out any of these steps in relation to a particular Tenderer if it has determined that that Tenderer is to be eliminated from the Competition on foot of another step. Tenderers whose Tenders are eliminated from the Competition are not eligible for the award of the Contract.

3.1.7 The Central Bank has the right, at its discretion, to clarify, and/or verify, anything provided by the Tenderer in response to this ITT. However, Tenderers may not assume that they will be given any opportunity to clarify their Tenders or submit any supplementary material. Tenderers should carefully read what they are asked to submit, and how their Tenders will be marked, and tailor their responses accordingly.

3.2 SELECTION CRITERIA AND SELECTION INFORMATION ASSESSMENT

3.2.1 This section 3.2 allows for Tenderers to respond to the selection criteria by self-declaration in the first instance. Tenderers must be in a position to supply any supporting documentation required to substantiate the declarations made in the declarations in accordance with any timeframe specified by the Central Bank. If the Tenderer fails to provide the supporting documentation, or the supporting documentation does not support the declarations made in the Tender in respect of any selection criterion, the Central Bank will deem the Tenderer to have failed that selection criterion (following further clarification with the Tenderer, if considered appropriate by the Central Bank at its discretion).

3.2.2 Tenderers should note that the Central Bank will only enter into the Contract with the entity which submitted the Tender. Tenderers should therefore ensure that their responses relate to the entity which will contract with the Central Bank if successful (bearing in mind the provisions of section 2.7 regarding group tenderers).

3.2.3 At the selection assessment, Tenders will be assessed to determine whether the Tenderer meets the selection criteria set out at 3.2.A and 3.2.B below (see section 3.2.4).

3.2.4 As regards the selection criteria, Tenderers will either pass or fail each of the selection criteria in sections 3.2.A and 3.2.B. If the Tenderer fails any of the selection criteria, it will be eliminated from the Competition.

3.2.5 Tenderers should note that, although this section 3.2 anticipates that supporting documentation for any self-declarations will be required from the successful Tenderer following the submission of Tenders, the Central Bank has the right to ask Tenderers for supporting documentation at any time during the Competition.

3.2.A. Economic and Financial Standing:

(a) Tenderers must declare that they satisfy the financial and economic standing requirement(s) set out at section 3.2A(b) below and that they are able, upon request and without delay, to provide any supporting documentation specified at section 3.2.A(b) to the Central Bank in each case.

(b) **Turnover**

Tenderers must provide evidence of certified turnover of not less than €260,000 in each of the three (3) previous financial years.

(d) Upon request from the Central Bank, Tenderers must provide any supporting documentation requested without delay, but no longer than five (5) working days from the date the request is issued. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Central Bank of the reason and, if the Central Bank considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Central Bank, their economic and financial capacity.

3.2.B Technical and Professional Ability:

(a) Tenderers must declare that they satisfy the technical and professional requirement(s) set out below at section 3.2B(b) and that they are able, upon request and without delay, to provide any supporting documentation specified at section 3.2.B(b) to the Central Bank in each case

(b) **Experience of Previous Contracts**

Tenderers must provide:

One (1) satisfactory reference for a similar contract of similar size and complexity to the Central Bank delivered in the last five (5) years, and include referee contact details for the contract. The contract should demonstrate similar requirements, where economic scenarios were generated using a historical methodology. The nominated referee may be contacted for a reference check without prior notice being given to Tenderers.

(c) Upon request from the Central Bank, Tenderers must provide any supporting documentation requested without delay, but no longer than five (5) working days from the date the request is issued. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Central Bank of the reason and, if the Central Bank considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Central Bank, that they have the required capacity.

3.3 AWARD CRITERIA AND ASSESSMENT

3.3.1 The award of the Contract, 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. Appendix 1A and Appendix 3 set out what Tenderers need to submit for assessment against these criteria. 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 declaration.

Award Criteria:		**Maximum Mark Available**	**Minimum Pass Mark**
1	Core Dataset	Pass / Fail	Pass
2	Usage of Data	Pass/ Fail	Pass
3	Sample of Core Dataset	Pass/ Fail	Pass
4	Quality of Data	50	30
5	Quality of Customer Support Services	10	N/a
6	Price	30	N/a
7	Supplementary Datasets (Optional)	10	N/a
	Total	***100***	

Tenderers should note the use of Pass/ Fail criteria and minimum pass marking in the Award Criteria table above. With respect Pass/Fail criteria, these are mandatory requirements and will be assessed on a pass/fail basis. Where the Central Bank considers that any one or more mandatory requirement(s) is not met, then that Tender will be eliminated, and the Tenderer will not be eligible for award of the Contract. Likewise, where the minimum pass mark is not reached, then that Tender will be eliminated, and the Tenderer will not be eligible for award of the Contract.

3.3.2 Appendix 3 explains how marks will be awarded under the "price" criterion. For each of the other criteria, the Central Bank will initially award a raw score out of 10, bearing in mind the scoring guidance set out in the table below. Marks may be awarded in increments of 0.5, including between bands where evaluators consider this is appropriate (for example, a response which is considered to fall between the "good" and "very good" bands could receive a mark of 6.5).

The raw score awarded will then be converted into a mark out of the maximum mark available, by applying the following formula:

((raw score)/10) * (maximum mark available for that criterion) = mark awarded.

The mark awarded will be calculated to two decimal places, applying standard rounding rules. So, for example, if a criterion had a maximum mark of 25 and the raw score awarded was 6.5, the mark awarded would be 16.25 (ie, ((6.5)/10) * 25).

Scoring range	Meaning
9 - 10	Excellent response
7 - 8	Very good response
5 - 6	Good response
3 - 4	Fair response
1 - 2	Poor response
0	Failed to address criterion

3.4 TIE BREAK

3.4.1 In the event of a tie between non-eliminated Tenders following the application of all of the award criteria under paragraph 3.3, then the Tender with the higher combined total mark for award criteria 4 and 6 shall be deemed the more economically advantageous tender (and shall rank higher than the Tender(s) with which it was tied).

3.5 PRESENTATION OF PROPOSALS

3.5.1

Not Used.

3.6 NOTIFICATION OF OUTCOME

3.6.1 Tenderers will be informed of the outcome of their Tender following Tender evaluation. The successful Tenderer will be informed of any pre-conditions to contract award which will be applied by the Central Bank – these may include conditions relating to tax clearance (section 3.7) or insurance (section 3.8).

3.6.2 Tenderers should note that the Central Bank may, when notifying unsuccessful Tenderers of the results of this Competition, include any information which the Central Bank considers is required by law to be disclosed.

3.7 TAX CLEARANCE

3.7.1 Prior to entering into the Contract, the successful Tenderer will be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of its tax status by the Central Bank. By supplying these numbers, the successful Tenderer agrees that the Central Bank has their permission to verify the tax cleared position online. It is a precondition to entering into the Contract with the successful Tenderer that the Central Bank is satisfied with the Tenderer's tax status.

3.8 INSURANCE

3.8.1 Tenderers should note that it will be a condition of the award of the Contract that the successful Tenderer will maintain minimum levels of insurance with reputable insurers, to at least the levels specified below.

Type of Insurance	Level of Insurance Required
Professional Indemnity Insurance with a minimum indemnity of not less than €5,000,000 (five million euro) for each and every claim.	€5,000,000

3.8.2 Tenderers are not obliged to have such insurances in place in order to participate in the Competition, but the specified insurances will be required to be in place before the award of the Contract (and evidence that the insurances are in place will be required). If the successful Tenderer does not produce evidence that the required insurances are in place within five (5) working days of a request being made (or such other period as the Central Bank may specify), the Central Bank will have the right to award the Contract to another Tenderer.

The relevant insurance levels will be required to be maintained throughout the term of the Contract. In the case of Professional Indemnity Insurance, the relevant level of insurance will be required to be in place for the duration of the Contract **and** for a period of six (6) years thereafter.

3.9 COLLATERAL WARRANTIES

3.9.1 Where the successful Tenderer has sub-contractors, the Central Bank may require, as a condition of the Contract that the sub-contractors enter into collateral warranties in a format acceptable to the Central Bank.

3.10 RETURN OF SIGNED CONTRACT

3.10.1 The successful Tenderer must **sign and return** the Contract in duplicate to the Central Bank no later than **5 working days** from the date the Central Bank issues them to the Tenderer for signature, unless the Central Bank agrees otherwise in writing. A signed Contract returned by the successful Tenderer is not binding on the Central Bank until the Central Bank has counter-signed it.

3.10.2 Where the Tenderer has not returned the signed Contract within the period allowed by the Central Bank, then the Central Bank may (but is not obliged to) eliminate the Tenderer and award the Contract to the next highest-ranked Tenderer.

3.10.3 Without prejudice to section 3.10.2, if for any reason it is not possible to award the Contract to the designated successful Tenderer emerging from this Competition, or if, having awarded the Contract, the Central Bank considers that the successful Tenderer has not met its obligations, the Central Bank reserves the right to award the Contract to the next highest scoring Tenderer. This is without prejudice to the right of the Central Bank to cancel this Competition and/or initiate a new contract award procedure.

4. IMPORTANT INFORMATION

4.1 NOTICE

4.1.1 The Central Bank has tried to provide comprehensive and accurate information in the Tender Documents. However, this information has not been independently verified, and the Central Bank makes no representation or warranty (express or implied) about any of the contents of the Tender Documents. It is the responsibility of Tenderers to make sure they fully read and understand the Tender Documents and raise any queries they have with the Central Bank in accordance with the query process in section 2.5. The Central Bank has no liability or responsibility in relation to the accuracy, adequacy or completeness of any information in the Tender Documents, any claim due to a lack of knowledge or misunderstanding on the part of any Tenderer, or otherwise in relation to the Competition. Tenderers must make their own assessment of the Central Bank'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.

4.1.2 Tenderers should understand that nothing contained in the Tender Documents is, or can be relied upon as, a representation of fact or a promise regarding the future. Neither the issue of the Tender Documents, nor any of the information set out in them, can be regarded as a commitment or representation on the part of the Central Bank to enter into any contractual arrangement, and the Central Bank may cancel this Competition at any time without awarding the Contract. 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 the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until the Tenderer has signed and the Central Bank has countersigned the Contract in writing, 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.

4.1.3 This ITT supersedes any previous documentation, communications and/or correspondence between the Central Bank and Tenderers and Tenderers should place no reliance on any such previous interaction.

4.1.4 Tenderers are liable for all of their own costs and expenses arising from their participation in the Competition, including in respect of any site visits, the preparation and submission of Tenders, and any subsequent clarifications or presentations. The Central Bank has no obligation to reimburse any Tenderer for any costs or losses (including economic loss) incurred as a result of participation in the Competition, regardless of whether or not the Competition results in the award of a contract and regardless of the reason for the outcome of the Competition.

4.2 SOCIAL AND LABOUR LAW

4.2.1 In fulfilling its Contract obligations, the successful Tenderer and its sub-contractors (if any), will be required to comply with all applicable law.

4.2.2 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 provision of Services to the Central Bank will involve the provision of Agency Workers (within the meaning of the 2012 Act), without prejudice to the generality of section 4.2.1 Tenderers should ensure that they are mindful of their obligations under the 2012 Act when pricing their Tender. The Central Bank 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 provision of Services.

4.2.3 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 section 4.2.1, must take these into account when preparing Tenders.

4.3 PUBLICITY, CONFIDENTIALITY, DATA PROTECTION, AND ACCESS TO INFORMATION

4.3.1 The Central Bank has the right (and in some cases may have an obligation) to publicise or disclose to any third party information regarding the Contract, the identity of Tenderers (including sub-contractors), their advisors/funders, and/or the Competition itself. However, Tenderers may not engage in any publicity about the Competition or the award of the Contract unless the Central Bank 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.

4.3.2 All material made available by the Central Bank to Tenderers during the course of this Competition

(a) is the property of the Central Bank and is furnished for the sole purpose of replying to this ITT; and

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Central Bank and, in particular, should not be used, reproduced, or labelled in a way that would disclose the identity of the Central Bank.

4.3.3 The Central Bank 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. Each Tenderer should therefore consider whether any information it provides to the Central Bank in the course of this Competition is commercially sensitive and/or confidential and advise the Central Bank accordingly, clearly explaining why it considers the information is commercially sensitive and/or confidential. The Central Bank will take this into account when considering any requests for access to such information under access to information legislation, and may 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). 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 the Central Bank 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.

4.3.4 Each Tenderer, in submitting its Tender, acknowledges that

(a) it is aware of Section 11(9) of the Freedom of Information Act 2014, by which it is under an obligation to furnish to the Central Bank, at the request of the Central Bank, any record in the possession of the Tenderer insofar as it relates to the provision of the Services by the Tenderer to the Central Bank; and

(b) such record shall be retained by the Central Bank for such period as is reasonable in the particular circumstances.

4.3.5 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 the Central Bank in full compliance with Data Protection Law and that the Central Bank is entitled to process such personal data for the purposes of this Competition (including where necessary to deal with any procurement challenges or queries), for establishing and operating the Contract, and to comply with any legislation on access to information (see section 4.3.3). The Tenderer shall also ensure that any data subjects whose personal data is provided to the Central Bank are made aware of the uses and disclosures which may be made by the Central Bank of such personal data for the purposes of compliance with fair and transparent processing obligations under Data Protection Law. "**Data Protection Law**" means all applicable data protection law, including the EU General Data Protection Regulation (Regulation 2016/679), the Data Protection Acts 1988 to 2018 and the European Communities (Electronic Communications Networks and Services)(Privacy and Electronic Communications) Regulations 2011). Our Data Protection Privacy Notice regarding how we collect and use personal data is on our website at the following link: **Data Privacy Notice**. The Office of Government Procurement has also made a data protection privacy notice available at **eTenders Data Privacy Notice** in relation to its collection and use of data.

4.3.6 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) 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

(c) taking all necessary organisational and technical measures to protect the personal data from unauthorised disclosure or loss.

4.3.7 Tenderers shall:

(a) observe the policies of the Central Bank with respect to data protection requirements related to any personal data used in connection with the Competition; and

(b) notify the Central Bank of any unauthorised use or disclosure of personal data made by the Tenderer, its employees or agents.

4.3.8 The successful Tenderer's obligations in respect of data protection during the term of the Contract are set out in the Contract.

4.4 CHANGE OF TENDERER STATUS

4.4.1 If there is any change to the information submitted in a Tender following its submission (for example, a new conflict of interest or new ground for exclusion arises), then the relevant Tenderer must immediately inform the Central Bank via the eTenders messaging facility. The Central Bank may revise any assessment it has made of the Tenderer's Tender (including whether the Tenderer meets the selection criteria) based on the new information. Failure to notify such changes may result in elimination from the Competition.

4.4.2 If it comes to the Central Bank's attention (whether under section 4.4.1 or otherwise) that

(a) there has been a change in circumstances concerning a Tenderer that could affect the Central Bank's assessment of that Tenderer's Tender; or

(b) information submitted by a Tenderer was (when submitted) or has become untrue, incorrect, incomplete or misleading

the Central Bank may revise any assessment it has made of the Tenderer's Tender (including whether the Tenderer meets the selection criteria) based on the new information.

4.5 NO CANVASSING OR COLLUSION

4.5.1 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.

4.5.2 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 the Central Bank 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 the Central Bank 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 the Central Bank and without prejudice to any criminal liability which such conduct may attract.

4.5.3 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 4.5.3;

(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 the Central Bank (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 the Central Bank considers has actually or potentially undermined the Competition

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

4.5.4 Tenderers’ attention is drawn to the Competition Acts 2002 to 2017, under which Tenderers who collude on prices or terms in a public procurement competition may be guilty of an offence.

4.6 RESERVED RIGHTS AND DISCRETION

4.6.1 The Central Bank has the right at any time, without liability, to:

(a) change the tender procedures (including the timetable for the Competition);

(b) amend the Tender Documents by notice in writing to the Tenderers (via the eTenders messaging facility);

(c) not furnish Tenderers with additional or updated information in respect of any aspect of the Contract and/or the Competition;

(d) reject any or all of the Tenders received;

(e) not award the Contract;

(f) terminate the Competition at any time;

(g) take any step that it considers appropriate to ensure that healthy competition is maintained during the Competition.

4.7 APPLICABLE LAW AND JURISDICTION

4.7.1 This ITT is governed by and shall be construed in accordance with the laws of Ireland. The Irish courts will have exclusive jurisdiction in relation to any disputes arising from this ITT.

APPENDIX 1A

REQUIREMENTS AND SPECIFICATIONS

Tenderers must address each of the issues and requirements set out below, for each one submitting a detailed description which demonstrates how these issues and requirements will be dealt with/met. A mere affirmative statement by the Tenderer that it can/will meet a requirement, or a reiteration of the requirements, is NOT sufficient in this regard.

This Appendix 1A sets out the Central Bank's requirements for the provision of Economic Dataset services. It is structured around the award criteria by which tenders will be assessed (as set out in section 3.3.1 of the ITT).

The primary objective of this procurement process is to obtain a set of multi-year scenarios for financial and economic variables based on a methodology which incorporates historical data. This is required to facilitate modelling of future income and balance sheet positions for the Central Bank.

1. Core Dataset

With respect to the requirements in this section, these are mandatory requirements which will be assessed on a pass/fail basis.

For each requirement below, Tenderers must indicate Yes/No to confirm if they can meet the requirement(s) set out. Where the Central Bank considers that any one or more mandatory requirement(s) is not met, then that Tender will be eliminated, and the Tenderer will not be eligible for award of the Contract.

1.1 Core Dataset - Data Required

Data Required	Description	**Confirmation you can provide this (Yes/No)**
Euro Area		
Risk-free sovereign yield curve	Nominal interest rates for risk-free sovereigns in the euro area	
Sovereign credit spreads (or yield curves)	Sovereign credit spreads (over risk-free rate) or yield curves within the euro area, covering a range of credit ratings or individual sovereigns	
Corporate yield curves[1]	Nominal interest rates for euro-area corporates, covering a range of credit ratings, in the form of yields or spreads over risk-free rate	
Equity Indices	Returns for euro area equities including total returns, price returns and income returns	

[1] This should be aggregated per range of credit ratings.

Inflation rates	Broad based CPI inflation index for euro area	
United States		
Risk-free sovereign yield curve	Nominal interest rates for US sovereign	
Corporate yield curves	Nominal interest rates for US corporates, covering a range of credit ratings, in the form of yields or spreads over risk-free rate	
Equity Indices	Returns for US equities including total returns, price returns and income returns	
Australia		
Risk-free sovereign yield curve	Nominal interest rates for AU sovereign	
Singapore		
Risk-free sovereign yield curve	Nominal interest rates for SG sovereign	
China		
Sovereign yield curve	Nominal Interest rates for China sovereign	
South Korea		
Sovereign yield curve	Nominal Interest rates for South Korea sovereign	
Other		
Sovereign Return Data	Return data for euro-area sovereign bonds (separated by credit rating or credit buckets)	
Credit Risk Data	Dataset containing credit migration/sovereign default information	
FX rates	EUR/USD EUR/AUD EUR/SGD EUR/CNY EUR/KRW EUR/GBP EUR/JPY	
Gold prices	Prices for gold	

1.2 Core Dataset – Ancillary Requirements

Requirement	Description	**Confirmation you can provide this (Yes/No)**
Basis of data	The Successful Tenderer must furnish to the Central Bank a dataset based on a methodology which incorporates historical data.	
Timing of data delivery	The Successful Tenderer must furnish to the Central Bank the complete set of Datasets corresponding to end-year, by end-January each year. For example, a Dataset dated end-December 2026 must be delivered to the Central bank by end-January 2027.	
Observations and scenarios	The scope of the Datasets must provide, at a minimum, quarterly observations over a 10-year	

	projection horizon for the abovementioned economies. The Datasets must provide at least 15,000 independent scenarios.	
Tenors Required	For sovereign and corporate data, projections must be provided at a minimum for the following tenors: 3 months, 6 months, 9 months, 1 year, 2 year, 3 year, 4 year, 5 year, 6 year, 7 year, 8 year, 9 year, 10, year, 15 year, 20 year, 25 year and 30 year tenors, as well as 0 year. Sovereign yield or spread curves can be provided for either a range of credit ratings, or separated into risk-free, medium and high-risk categories. Corporate yields or spreads must be provided for the following credit ratings (or equivalent): AAA, AA, A, BBB and non-investment grade.	
Provision of dataset	The Data must: (i) be provided in CSV, XML or other delimited format; (ii) have the simulation number and projected quarter/time should be clearly labelled; and (iii) be provided to the Central Bank by means of file transfer system used by the Central Bank.	

2. Usage of Dataset

With respect to the requirements in this section, these are mandatory requirements and will be assessed on a pass/fail basis. Where the Central Bank considers that any one or more mandatory requirement(s) is not met, then that Tender will be eliminated, and the Tenderer will not be eligible for award of the Contract.

The Central Bank must be able to use the Datasets, and the product of the data analysis as may be derived, partially or wholly from the Datasets, to meets its functions and obligations in relation to monitoring and measuring the risk of the Central Bank and reporting same in the Annual Report. The Dataset must be available for use by all divisions within the Central Bank.

The Central Bank must be able to use the Datasets for any of the following purposes:

i. to meet the requirements as described above as inputs into internal models and simulations which will assist the Central Bank in fulfilling its mandate with respect to price stability, financial stability, the supervision and regulation of financial entities, and the provision of economic advice and financial statistics; and

ii. as a research tool to be used in relation to both internal and external reports, presentations and other publications (the "**Publications**"). While such Publications will generally refer to overall trends relating to the information referenced in the Datasets, the Contractor agrees and acknowledges that the Central Bank may display small amounts of information or data from the Services without prior written consent from and without payment of additional fees to the Contractor (the Contractor will be referenced when data provided by them is used in the preparation of any Publications). Any obligation to remove/ delete any of the data/ information from the Central Bank's systems or records following expiration/ termination of the Contract shall not extend to copies of such Publications.

Tenderers must confirm that:

(1) the Central Bank can use the data for the purposes set out at i. and ii. above and
(2) provide a copy of the Terms and Conditions and/or Licence that would apply to the provision of the Services highlighting where the Central Bank's requirement is met.

The Central Bank will review the Tenderer's response and will determine whether, in its opinion, if the Tenderer meets each mandatory requirement. Where the Central Bank considers that any one or more mandatory requirement(s) is not met, then that Tender will be eliminated and the Tenderer will not be eligible for award of the Contract.

3. Sample Dataset

A sample dataset must be provided to evidence that the full requirements set out in Section 1.1 and 1.2 have been understood, and that the tenderer can provide the required data, in the required layout and format. The sample dataset will be assessed against these criteria on a **pass/fail basis.** The actual data provided will not be assessed here.

Pass marks will be given to Tenderers whose sample dataset demonstrates that they can provide the required (mandatory) data.

4. Quality of Data

The successful Tenderer will be required to provide complete and ready access to all relevant documentation on models, including information on the methodology for calibrating the Datasets, any modelling assumptions, expert judgements and historic data used to generate the Datasets including back testing and ongoing data validation.

The Central Bank requires datasets to be accurate, complete and up-to-date as of end year. Tenderers should demonstrate that they have appropriate internal quality controls in place to ensure that Datasets are accurate, complete and up to date. Tenderers must include information on the process and methodology for validation of the Datasets, or any other information on the steps taken by the Contractor to ensure the accuracy/reliability of the data.

Higher marks will be given to Tenderers who clearly can demonstrate that the internal quality controls they use to generate the data are fit for purpose and can demonstrate high quality methodology for validation of the Datasets required. The more confidence the Central Bank has that the proposed quality and methodology will result in accurate, complete, and up-to-date date returns, the higher the Tenderer is likely to score.

The response to this narrative requirement is limited to **three** (**3) A4 pages. For the avoidance of doubt, each page refers to one side of A4, using Calibri (or similar) font no less than 11 point.**

Tenderers should note there is a minimum pass mark of 30 marks (60%) for this criterion in order to be eligible for award of the Contract. If you score below the 60% minimum threshold of marks for this criterion, your Tender will be eliminated.

5. Customer Support Services

The successful Tenderer will be required to provide access to supporting documentation on the data, including documentation on the calibration and validation of the data. In addition, the successful Tenderer should also make relevant technical experts available to answer Central Bank queries, by email and/or teleconference.

Tenderers should demonstrate how they will provide the Central Bank with access to supporting documentation, detail the process around managing queries raised by the Central Bank and set out how technical experts will be made available to the Central Bank when required.

Higher marks will be given to Tenderers who:

i. can demonstrate they can provide on demand access to supporting documentation e.g. though an online portal;
ii. demonstrate that they have an effective and efficient query handling facility; and
iii. demonstrate how they will ensure that technical experts will made available to the Central Bank at short notice.

6. Supplementary Datasets

In addition to the Core Dataset requirements, the Central Bank may require supplementary datasets covering other geographies and asset classes. These are **optional** – you are not required to offer them, but if you do, you may score additional marks (up to 10 marks, per award criteria table). These may be required over the course of the Contract and will be requested if needed. The Central Bank will agree pricing for any supplemental datasets directly with the successful supplier, if needed.

Supplementary Data	Description	**Can you provide this? (Yes/No)**
New Zealand		
Sovereign yield curve	Nominal Interest rates for New Zealand sovereign	
Canada		
Sovereign yield curve	Nominal Interest rates for Canada sovereign	
UK		
Sovereign yield curve	Nominal Interest rates for UK sovereign	
Other		
Credit Risk Data	Dataset containing credit migration/corporate default information	
FX rates	EUR/NZD EUR/CAD	

Tenderers in their response should set out whether they can provide the Supplementary Datasets to the Central Bank. The more supplementary data that could be provided, the higher the Tenderer is likely to score.

APPENDIX 2

TENDERER'S STATEMENT

[*Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed note paper and signed by the Tenderer*]

TO: Central Bank of Ireland
RE: Competition for the provision of Economic Dataset Services

Having examined and fully understood the Tender Documents for the above Competition (including, within the ITT, your requirements and specifications and how our Tender will be assessed) I declare the following:

1. I understand the nature and extent of the Services required to be delivered as described in Appendix 1A to the ITT.

2. I accept all of the provisions of the Contract and I am prepared, if successful, to execute them upon request in the form provided by the Central Bank.

3. I accept all the provisions of the ITT, including the selection and award criteria as set out in section 3 of the ITT. I have found no errors, omissions, conflicts or ambiguities in the Tender Documents (other than those which I have already brought to the attention of the Central Bank in accordance with the provisions of the ITT).

4. I agree to provide the Central Bank with the Services in accordance with the ITT, our Tender and the Contract.

5. I confirm that I have complied with all instructions and requirements as set out in the ITT.

6. In consideration of your providing the Tender Documents, I agree that this Tender (including all prices quoted in our Tender) remains open for your acceptance until the later of
    a. 6 months commencing from the Closing Date for the receipt of Tenders; and
    b. expiry of at least 21 days' written notice to terminate this Tender, which I cannot give prior to the expiry of the period at 6(a) above.

7. I acknowledge that the Tender Documents do not constitute an offer to enter into a contract and that neither they nor any of the information set out in them are to be regarded as a commitment or representation on the part of the Central Bank to enter into a contractual arrangement. Apart from my irrevocable undertaking to keep our Tender open for acceptance for the prescribed period, and any undertaking that I may have been required to give in respect of confidentiality, I accept that no legal

relationship or other obligation will arise between us and the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until I have signed and the Central Bank has countersigned the Contract in writing, and any conditions precedent to the Contract have been fulfilled. I understand and accept that the Central Bank may cancel this Competition at any time without the award of a contract, for any reason whatsoever, and that it is not obliged to accept the lowest priced or any Tender.

8. I shall, if identified as the successful Tenderer for the Contract, have in place on the effective date of the Contract all insurances as required by the ITT.

9. I confirm that our contact details are:

Contact Details	
Registered Business Name	
Company/Trading Name (if different)	
Company Registration Number (if applicable)	
Contact Name	
Title/ Position	
Registered Address	
Telephone	
Fax	
Email	
Website	
Date of Establishment	
Legal Status (if any) (Company (Ltd.), Partnership, etc.)	

10. I confirm that, if awarded the Contract, I shall, in the performance of our obligations under the Contract, comply with all applicable legal obligations, including obligations under Data Protection Law, and I have taken account of this in preparing this Tender.

11. I confirm that:

    (a) everything I and our advisors have communicated to the Central Bank (whether in writing or otherwise) in connection with the Competition is true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of this Tender;

    (b) I have undertaken my own research and due diligence and satisfied myself in respect of all matters (whether actual or contingent) relating to the Tender

Documents, and have not submitted this Tender in reliance upon any information, representation or assumption by or on behalf of the Central Bank;

(c) the pricing in this Tender is not dependent on any assumptions or qualifications;

(c) I have full power and authority to respond to this ITT and to perform the Services and will, if requested, produce evidence of this to the Central Bank's satisfaction; and

(d) I have fully complied with Data Protection Law insofar as it may relate to any information contained within this Tender.

12. Defined terms used in this Tenderer's Statement have the meaning given to them in the ITT.

Signature: ________________________________

Print Name: ________________________________
(Authorised Signatory)
Company: ________________________________

Address: ________________________________

Date: ________________

APPENDIX 3

PRICING SCHEDULE

1. 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.

2. Any currency variations occurring over the Term of the Contract shall be borne by the Tenderer.

3. Payments for Services provided on foot of the Contract shall be subject to and made in accordance with the Contract.

4. The tendered amounts (the "Fees") shall be increased or decreased only on the first anniversary of the Effective Date of the Contract (as defined in the Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Consumer Price Index has increased or decreased in the edition of the Index published by the Central Statistics Office most recently prior to that anniversary.

5. Tenderers must complete all elements of the Mandatory Pricing Schedule below, 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.[2]

MANDATORY PRICING TABLE – For Evaluation	
Description	**Fixed Cost per Core Dataset Delivery (€)**
Fixed Price per delivery of Core Dataset per annum	

6. The marks to be awarded under Price in the award criteria in section 3.3 of the ITT will be determined on the basis of the following formula:

[2] Note to Tenderers: without prejudice to the Central Bank's powers to deal with abnormally low amounts in tenders, if any Tenderer submits a zero price, a figure of €1 will be substituted for evaluation purposes.

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

The Tender with the lowest price (which has not otherwise been eliminated in accordance with this ITT) will receive the maximum score achievable under the Price criterion, as the expression in brackets will equal 1.

Marks awarded will be rounded to two decimal places in accordance with standard rounding rules.

7. For the purposes of the formula, the "price" of the Tender is determined as follows:

   Cost of Fixed Price per delivery of Core Dataset (per annum) = Price used for evaluation purposes.

8. The Central Bank has the right to correct a Tenderer's Pricing Schedule where it discovers errors or omissions, or to ask the Tenderer to do so. The Central Bank is under no obligation to correct, or permit the correction of errors, and Tenderers should not assume they will get any opportunity for errors to be corrected. The Central Bank's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

9. Tenderers are not permitted to tender abnormally low or high amounts. If the Central Bank considers that any amount in a Tender is abnormally low or high (or that the Tender overall is abnormally low or high), it may require the relevant Tenderer(s) to provide an explanation. Any failure by a Tenderer to comply with such request may result in that Tenderer being eliminated from the Competition. If, having considered the explanation provided, the Central Bank considers that the relevant tendered amounts are abnormally low or abnormally high (or that the Tender overall is abnormally low or high), the Central Bank may, and in some circumstances must, reject the Tender.

APPENDIX 4
CONTRACT (KEY COMMERCIAL TERMS)

Suppliers to provide their Terms and Conditions.

Detailed contractual arrangements are not within the scope of this document. However, the following terms and conditions will apply to the provision of the Services by the Contractor. Please note that other requirements detailed elsewhere in this ITT will also form part of the Contract and are in addition to the terms and conditions specified below.

The following will form part of any agreement entered into as a result of this competition (the "**Contract**"):

- This ITT;
- The Contractor's Tender;
- Clarifications and responses to queries raised on the foregoing documents expressly accepted by the Central Bank; and
- The final terms and conditions agreed between the parties to the Contract (and which will include these Key Commercial Terms).

NO COMMITMENT OF ANY KIND, CONTRACTUAL OR OTHERWISE WILL EXIST UNLESS AND UNTIL A FORMAL WRITTEN CONTRACT HAS BEEN EXECUTED BY OR ON BEHALF OF THE CENTRAL BANK.

1. Term

Any Contract that may result from this competition will be effective from the date on which the Contract has been signed by both Parties (**"Effective Date").** The Contract shall commence when the Central Bank issues the Contractor with notice to supply the Services **(Commencement Date)** and it shall expire twenty-four months (24) from the Commencement Date ("**the Term**"). The Central Bank reserves the right to extend the Term on the same terms and conditions for any period or series of periods of up to twenty-four months (24), so that the Contract may ultimately have a maximum total duration of forty-eight (48) months.

2. Compliance with Law

2.1 The Contractor shall comply with all applicable laws in relation to the provision of the Services. It shall be a matter for the Contractor to ensure that it is cognisant of all compliance obligations in this respect.

2.2 The Contractor shall comply with and implement any policies, guidelines and/or any protocols issued by the Central Bank from time to time and notified to the Contractor in writing. In particular, prior to attending all and any Central Bank sites, the Contractor shall ensure that all personnel (including sub-contractors, agents and its or their individual employees) as appropriate are briefed on the Contractor Policy Pack published on the Central Bank website at the following link; **Contractor Policy Pack**. The Contractor Policy Pack is updated from time to time. The Contractor shall at all times comply with the most up to date version, available on the Central Bank website.

3. Payment of Charges

3.1 The provisions of the Prompt Payments of Accounts Act 1997 together with the European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

3.2 The Contractor consents to the Central Bank publishing, from time to time as it so requires, data on spend under the Contract, which may disclose the amount of the charges paid to the Contractor.

3.3 Brexit (i.e. the departure of the United Kingdom and Great Britain and Northern Island from the European Union pursuant to the operation of Article 50 of the Treaty of the Functioning of the European Union) shall not give rise to any entitlement on the part of the Contractor to vary or amend the Charges (including but not limited to where such departure gives rise to the imposition of any customs tariff, levy or similar charge in connection with the supply of services under the Contract).

4. Freedom of Information

4.1 The Central Bank is or may be or may become subject to legislation on access to information, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018.The Contractor should therefore consider whether any information that it provides to the Central Bank under the Contract is commercially sensitive and/or confidential and advise the Central Bank accordingly, clearly explaining why it considers the information is commercially sensitive and/or confidential. The Central Bank shall take this into account when considering any requests for access to such information under access to information legislation and may consult with the Contractor regarding its release where required by legislation to do so (although the information may still be released). Where the Contractor does 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 Contractor. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Contractor.

4.2 The Contractor acknowledges that it is aware of Section 11(9) of the Freedom of Information Act 2014 by which it is under an obligation to furnish to the Central Bank, at the Central Bank's request, any record in the possession of the Contractor if and insofar as the record relates to the provision of the Services by the Contractor to the Central Bank. The Contractor further acknowledges and agrees that such record shall be retained by the Central Bank for such period as is reasonable in the circumstances.

5. Data Protection

5.1 The Parties shall, in performing under this Contract, comply with Data Protection Law. The terms "personal data", "process" or "processing", "data subjects" "processor" and/or "controller" used in this clause shall bear the meanings attributed to such terms under Data Protection Law.

5.2 The Parties acknowledge they are aware of their obligations in respect of the processing of personal data (as defined in Data Protection Law), including (to the extent applicable) any personal data obtained while undertaking their obligations pursuant to this Contract and will comply with Data Protection Law.

5.3 If and to the extent that personal data within the meaning of the GDPR is obtained by virtue of the provision of the Services, the Contractor shall only transfer any such personal data to a location outside of the European Economic Area ("EEA") or access any such personal data from a location outside of the EEA in circumstances where such transfer or access is compliant with the GDPR, including Chapter V thereof.

5.4 While it is not intended for personal data to be processed as part of this Contract, for the avoidance of doubt, Tenderers should note that in circumstances where personal data is to be processed in the future, the Parties must revisit this provision of the Contract so as same can be updated as required.

6. NOT USED

7. Conflicts of Interest, Registrable Interests and Corrupt Gifts

7.1 The Contractor confirms that it has undertaken conflict of interest inquiries and is satisfied that it has no conflict of interest or potential conflict of interest (in each case, perceived or actual) in relation to the provision of the Services and its obligations under the Contract. The Contractor shall disclose to the Central Bank, immediately upon its coming to its attention, any conflict of interest or potential conflict of interest (in each case, perceived or actual) which it or any of its personnel (including sub-contractors, agents and its or their individual employees) may have in performing Services. The Contractor expressly agrees and warrants that for the duration of the Contract it shall use reasonable endeavours to avoid any conflict of interest with the Central Bank and that neither the Contractor nor any of its personnel shall, unless otherwise agreed in advance with the Central Bank, provide any advice to any person other than the Central Bank in connection with the Services.

7.2 The Contractor shall ensure its personnel act in accordance with this clause 7 as if they were a party to the Contract.

7.3 The Contractor agrees to comply with the Central Bank's directions in relation to any conflict of interest or potential conflict of interest, which the Contractor acknowledges may include terminating the Contract.

7.4 The Contractor indemnifies, and shall keep indemnified and hold the Central Bank harmless on demand from and in respect of all and any loss, damage, cost, expense (including legal expenses), claim, charge, fee, fine, penalty, award or liability, whether direct or consequential in the event that the Central Bank terminates the Contract due to a conflict, or potential conflict, of interest which (i) the Contractor was, or ought to have been, aware of prior to the award of the Contract, and which was not disclosed by the Contractor to the Central Bank before the Contract was awarded and/or (ii) arose after that date and which the Contractor was, or ought to have been, aware of, and which the Contractor did not disclose to the Central Bank in breach of clause 7.1.

7.5 Any registrable interest involving the Contractor or any sub-contractor (or any individual employee(s) or agent(s) of the Contractor or any sub-contractor) and the Central Bank, or employees and officers or representatives of the Central Bank and their relatives must be fully disclosed to the Central Bank immediately upon such information becoming known to the Contractor and the Contractor shall comply, to the satisfaction of the Central Bank, with any directions the Central Bank gives in relation to it. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Acts 1995 and 2001, a copy of which is available on **www.irishstatuebook.ie**.

7.6 The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract (or any other contract with a public body). Any breach of this provision, or the commission of any act by the Contractor (and/or any Sub-contractor and/or its or their employees or agents) which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 or the Regulation of Lobbying Act 2015 shall entitle the Central Bank to terminate the Contract immediately. The Contractor indemnifies and shall keep indemnified and hold the Central Bank harmless on demand for any loss, damage, cost, expense (including legal expenses), claim, charge, fee, fine, penalty, award or liability whether direct or consequential in the event that the Central Bank terminates the Contract due to a breach of this clause 7.7.

8. AUDIT

8.1 The Central Bank including its authorised representative(s) for the purposes of the Contract may, at reasonable times, and on reasonable notice to the Contractor, during the currency of the Contract carry out inspections or conduct audits of the Contractor or any of its sub-contractors or agents. The Contractor shall comply with the Central Bank's directions and requirement in this regard.

9. CONFIDENTIALITY AND PUBLICITY

9.1 "**Confidential Information**" means

9.1.1 all information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise, including data in digital form whether legible or not, including any copy or copies, and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contract and the performance of any Services hereunder, and/or the Central Bank including the performance of its functions, supplied or made available to or otherwise accessed by or on behalf of the Contractor (and/or any sub-contractor or agent) whether before or after the date of the Contract; and

9.1.2 any and all information which has been derived or obtained from the information as described at clause 9.1.1.

9.2. Each of the parties to this Contract agrees to hold confidential all Confidential Information received, provided or obtained arising from their participation in this Contract and shall not disclose same to any third party except to:

9.2.1 its professional advisers; or

9.2.2 as may be required by law; or

9.2.3 as may be necessary to give effect to the terms of this Contract; or

9.2.4 in the case of the Central Bank by request of any person or body or authority whose request the Central Bank or persons associated with the Central Bank considers it necessary or appropriate to so comply.

10. Disruption of Service

The Central Bank shall not be liable to pay for the Services for any period of the term during which the Services are not provided. Invoices shall be discounted on a pro rata basis to account for any such disruption to the Services.

11. Change Control

11.1 The Parties agree any request for change to the Services (which may, for the avoidance of doubt, be an addition to or omission from the scope, or a change in the manner in which the Services are delivered) ("Change") shall be processed in writing and in advance of any such change being implemented. In the interest of clarity, the Parties acknowledge and agree that a Change shall has no effect until such time as the Parties have agreed the details of same and, the authorised representatives of both Parties have executed the amended Contract. Unless and until the above steps have been complied with, the Parties shall continue to perform their obligations in accordance with the un-amended Contract.

12. Other Termination terms, e.g. termination at will.

This Contract may be terminated by the Central Bank at its convenience at any time on the giving of no less than two months written notice to the Contractor.

13. Assignment and Subcontracting

13.1 The Contractor shall not be entitled to assign, transfer, novate or sub-contract the Contract or any rights or obligations under the Contract without the prior specific written consent of the Central Bank. In circumstances where consent is granted, the Contractor shall comply with the directions of the Central Bank.

13.2 For the avoidance of doubt, the Contractor agrees it will retain full responsibility for the provision of the Services, notwithstanding any sub-contracting of its obligations, and shall be responsible for the acts and omissions of any sub-contractors as if they were its own.

14. Insurance

14.1 The Contractor undertakes to take out and to maintain throughout the term of this Contract and for a period of six (6) years thereafter, professional indemnity insurance.

Type of Insurance	Level of Insurance Required
Professional Indemnity Insurance with a minimum indemnity of not less than €5,000,000 (five million euro) for each and every claim.	€5,000,000

14.2 The Contractor will at the request of the Central Bank furnish reasonable evidence of the policies referred to in this clause being in place and of their renewal (which may include proof of current premiums paid, valid certificates of insurance, and/or confirmations from the Contractor's insurance broker). The Contractor shall advise the Central Bank immediately in the event that the above insurances cease to be available or upon any material change to the insurances and shall comply with all reasonable directions of the Central Bank arising therefrom.

14.3 If the Contractor does not on request furnish reasonable evidence that the above policies are in place, the Central Bank may take out the required insurance and recover the cost of doing so from the Contractor.

14.4 The Contractor shall be liable to pay the full amount of any deductibles or excess amounts payable under the insurances referred to in this clause in the event of a claim.

15. USAGE OF DATASETS

The Central Bank may use the Datasets for the following purposes:

(i) to meet the Central Bank functions and obligations as a national central bank and financial regulator, which may include the validation of regulatory returns, risk analysis and monitoring. The Central Bank will share the outputs created using the Datasets internally in any form, including reports;

(ii) as a research tool to be used in relation to both internal and external reports, presentations and other publications (the "**Publications**"). While such Publications will generally refer to overall trends relating to the securities referenced in the Datasets, the Contractor agrees and acknowledges that the Central Bank may display small amounts of information or data from the Services without prior written consent from and without payment of additional fees to the Contractor (the Contractor will be referenced when data provided by them in used in the preparation of any Publications). Any obligation to remove/delete any of the data/information from the Central Bank's systems or records following expiration/termination of the Contract shall not extend to copies of such Publications.

APPENDIX 5

GLOSSARY

1. Defined Terms

Defined terms which are used in this ITT have the meanings given to them below for the purposes of the ITT:

"Closing Date" has the meaning given to it in section 2.2.1;

"**Competition**" has the meaning given to it in section 1.1.1;

"**Contract**" has the meaning given to it in section 1.3.1;

"**Data Protection Law**" has the meaning given to it in section 4.3.5;

"**ITT**" has the meaning given to it in section 1.1.1;

"**Registrable Interest**" is interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001;

"**Relative**" is interpreted as in Section 2 of the Ethics in Public Office Acts 1995 and 2001;

"**Services**" has the meaning given to it in section 1.3.1;

"**Tender**" has the meaning given to it in section 1.1.1;

"**Tender Documents**" means all information made available to Tenderers in connection with this Competition by or on behalf of the Central Bank, including this ITT, any accompanying information, any information referred to in this ITT, and any responses to queries issued by the Central Bank during the Competition;

"**Tenderer**" has the meaning given to it in section 1.1.1;

2. Interpretation

(a) Headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this ITT;

(b) All references in this document to 'sections' and 'appendices' are to sections and appendices of this ITT unless otherwise expressly stated;

(c) Any reference to the Central Bank shall be deemed to include a reference to any successor to it or any organisation or entity or representative which takes over its functions or responsibilities;

(d) All references to any statute or statutory provision (including any subordinate legislation) shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same;

(e) The term "include" or "including" means include or including but without limitation;

(f) Where reference is made to any industry terminology in this ITT (including any particular item, source, process, trademark, or type) then all such references are to be given the meaning generally understood in the relevant industry and operational environment. Where reference is made to a particular make, source, process, trademark, type or patent, the reference in question should be read as being accompanied by the words "or equivalent";

(g) References to a "day" are to a calendar day;

(h) References to a "working day" are to a day (other than a Saturday or Sunday) when banks are open for business in Ireland; and

(i) References to "personal data" have the meaning given to them in Data Protection Law.