



Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Request for Tender for Student Contact Centre Services for Atlantic Technological University
Contracting Authority:	Atlantic Technological University
Procedure:	Open
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Disclaimer

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

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

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

1 About the Contracting Authority

1.1 The Contracting Authority

Atlantic Technological University (ATU) (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement. ATU was established in April 2022 through the merger of GMIT, LYIT and IT Sligo, with the subsequent integration of St Angela’s College in 2023, and is now one of Ireland’s largest multi-campus universities with over 30,000 students and more than 600 programmes from pre-degree to doctoral level and it has eight research centres. Campuses are distributed across a large geographical region of 25,277 km², covering 36.2% of the national landmass. ATU further employs 2,250 staff.

As a northern and western multi-campus technological university, ATU is dedicated to enabling sustainable economic, social, and cultural development; connected to our region and with a mindset that reaches far beyond it.

As a Technological University of scale, quality and impact, the University has capacity for collaboration with international partners and ATU graduates have excellent employment potential nationally and internationally.

ATU is recognised nationally as a leading provider of online, flexible, and lifelong learning. The University currently provides part time, online, flexible, and blended programmes from Level 6 to Level 9 on the National Framework of Qualifications (NFQ). These programmes span the faculties of Engineering and Computer Science, Science and Health, Business, Design, Education & Social Science.

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

1.2 Small and Medium Enterprise participation

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

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

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

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to

sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement

2.1 Type of Framework

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

This competition relates to the establishment of a single-party framework with one Economic Operator. One or more contracts may be awarded to the Framework Operator during the framework period (4 years).

2.2 Scope of Requirements under the Framework.

2.2.1 The Scope of the Framework

It is envisaged that the appointed Contractor will act as the initial point of contact for all phone, e-mail and web-based enquiries received in relation to the ATU's student enrolment service for online, and part-time students. The Contact Centre will provide assistance to potential applicants and service users on all related enquiries. It will interact seamlessly with ATU management and staff and will provide daily, weekly, and monthly reports to ATU on the level and nature of enquiries received and resolved and applications processed as per an agreed Service Level Agreement (SLA).

2.2.2 The Initial Contract

Atlantic Technological University (ATU) intends to appoint a suitably qualified service provider to deliver Contact Centre Services in support of its online, flexible, and lifelong learning programmes.

The objective of the contract is to establish a high-performing, customer-centric contact centre service capable of managing student recruitment enquiries and programme application workflows in an efficient, timely, and professional manner. The service will act as a critical interface between prospective students and the University, ensuring a seamless and positive application and engagement experience throughout the early stages of the student journey.

ATU has a strategic objective to secure greater numbers of students engaged in lifelong learning at ATU. Aligned to this, is to significantly increase the volume of applications to its online and flexible learning portfolio, and to convert eligible entrants into registered students.

ATU requires the appointed contractor to adopt a structured continuous improvement approach, with a clear focus on enhancing service quality, increasing application conversion rates, and delivering cost efficiencies over the lifetime of the contract. Contractors are expected to demonstrate innovation in their proposed solutions, including the use of process optimisation.

This contract anticipates a phased increase in the number of programmes applications handled over the duration of the framework agreement.

Formal acceptance of the terms and conditions of the contract will be a condition for entering into the contract, as will agreement on the application of a specific SLA and agreement and acceptance of the terms and conditions of ATU's Data Processing Agreement.

2.2.3 Call-Off Contracts under the Framework

It is envisaged the first contract under this framework will be awarded in Q3 of 2026 and the duration of this contract will be for an initial period of one year. The contract may be extended for up to 4 years in total to include three one-year extensions, subject to annual review and satisfactory performance and the overall requirements of ATU. ATU will review its requirements for the service on annual basis. Price changes, if applicable, will be in line with the Pricing Schedule, Framework and Contract terms.

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

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	August 2026
Award decision	August 2026
Framework Agreement Commencement	September 2026

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

2.4 Numbers admitted to the Framework

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

2.5 Duration of the Framework Agreement

The framework agreement will be for a maximum period of Four (4) years.

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

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €1,160,000 excluding VAT.

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

2.7 Awarding Contracts under the Framework Agreement

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

2.8 Right to tender outside of the Framework

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

2.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions,(Appendix 3) the Draft Services Contract (Appendix 4), the Service Level Agreement to be agreed on conclusion of the Services contract, and ATU's Data Processing Agreement (Appendix 5)

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

2.10 Award to Runner Up

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

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

3 Specification of Requirements

3.1 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement. The initial contract will be awarded to the successful tenderer for one year with option to extend the contract for a further period of 3 one year extensions, subject to satisfactory performance and ATU's requirements for the service.

3.2 Background to Requirements

ATU's Strategic Plan: [Open Minds, Bright Futures - ATU Strategic Plan 2024 to 2028](#) sets out an ambition to expand participation in online, part-time, flexible, and lifelong learning programmes. ATU's online and flexible programme offerings generates significant volumes of student enquiries and applications, particularly during peak recruitment periods.

Managing these volumes efficiently presents operational challenges, particularly in ensuring timely responses, maintaining high-quality engagement, and supporting applicants through complex processes in line with the ATU Access, Transfer and Progression policy. To address these challenges, ATU requires an external partner to provide a dedicated contact centre service. The appointed Contact Centre must be able to respond to meet high-demand recruitment period in the months of April through September annually.

The purpose of this service is to operate on behalf of the University in:

- managing incoming enquiries for online and flexible programmes in scope
- providing accurate and consistent application information
- proactively engaging with applicants to gather required data and supporting documentation, enabling timely and informed application decisions by ATU teams
- engaging in application conversion activities outlined under Section 3.3 Scope of Services, to support student recruitment in a time-pressured environment
- supporting applicants throughout the application process.

The appointed contractor will act as the primary initial point of contact for prospective students across multiple communication channels and will operate in alignment with ATU's admissions policies, processes, and defined workflows. The contract will be managed by a Senior Manager within the ATU Registrar's function.

3.3 Scope of Services

3.3.1 General Service Description

The Contractor will deliver a comprehensive omni-channel enquiry handling and application support service, covering the period from initial enquiry through to application completion and progression to offer acceptance stage.

The service will operate in close collaboration with ATU admissions and recruitment teams ensuring that applicants are appropriately guided, supported, and, where necessary, referred to Online Student Advisors, academic programme teams or other University functions for further information and guidance.

All decisions on eligibility, equivalence and admission are reserved to ATU staff under the ATU Access, Transfer and Progression policy. The Contractor's role is confined to administrative preparation, communication and applicant support. ATU retains full accountability for admissions outcomes, including to Quality and Qualifications Ireland (QQI).

A key requirement is that the service operates in such a way that the external customer experience is fully aligned with ATU's brand, values and service ethos.

3.3.2 Communication Channels

The Contractor must provide a multi-channel engagement capability, including but not limited to:

- telephone services (inbound and outbound)
- email correspondence (inbound and outbound)
- responding to Webchat on the ATU website
- responding to social media messaging.

While telephone and email will constitute the primary engagement channels, digital channels such as webchat and social media will form secondary and minor components of the service. For the avoidance of doubt, it is expected that a human will respond to all telephone and e-mail enquiries, rather than automated or AI-generated responses. Social Media channels requiring a response include webchat, Instagram and Facebook.

3.3.3 Application Process Support

The Contractor will play a central role in supporting applicants throughout the recruitment lifecycle. This will include providing clear guidance on application requirements, proactively following up with applicants to ensure completion of required steps, and supporting the timely submission of all necessary documentation to enable the academic assessment of applications to be carried out by internal ATU teams. The Contact Centre will maintain clear, timely, and professional communication with applicants throughout the application process.

Enquiries will arise from a range of sources, including marketing campaigns, programme-specific interest, and general information requests. These may originate from a diverse applicant base,

including: employees, Springboard+ applicants, the unemployed, postgraduate applicants, transfer students, and international applicants, amongst others.

The Contractor will be responsible for managing these enquiries within a structured fulfilment process agreed with ATU. The Contractor, through its customer service agents will:

- resolve enquiries at first point of contact where possible
- provide guidance on application requirements
- escalate more complex queries appropriately, to ATU staff and in particular: Online Student Advisors, Springboard+ Coordinators and members of academic programme teams
- ensure that applications are complete and ready for academic assessment, by approved ATU assessors, for entry to ATU programmes
- prepare and collate the information required to support an equivalency assessment in accordance with the QQI NARIC foreign qualifications comparison platform, for applicants presenting foreign qualifications. This will be particularly relevant for international applicants.
- proactively follow up on incomplete applications and support the submission of required documentation by applicants, to facilitate timely assessment of applications
- liaise with relevant Admissions staff regarding approval of applications or applications awaiting assessment.
- support the progression of applications from enquiry through to offer acceptance.

Outbound engagement (calls and emails) will form an integral part of the service delivery.

Outbound telephone calls and emails will be made (either on first or subsequent contacts) and may be made to enquirers as a result of replying to queries, or requests for information, to applicants as part of follow up on various stages of the application process or to support response rates relating to specific programme offerings. The Contractor will support the progression of applications through the process through outbound engagement activities.

Communications should facilitate informed applicant decision-making and application progression, and must not involve undue pressure, excessive contact, or inducements. Outbound follow-up and agreed frequency of contact with applicants will be agreed with the ATU, as Contracting Authority.

Templates for communication and other standard forms will be agreed with ATU for use by Customer Service Agents with enquirers and applicants.

The service will also include active status tracking of applications, ensuring applicants are informed at each stage of the process and regular reporting on the status of applications for internal management and recruitment purposes.

3.3.4 CRM and Systems Integration

All interactions and applicant data must be recorded and managed within ATU's Customer Relationship Management (CRM) system (currently Microsoft Dynamics).

The Contractor must operate fully within this environment, ensuring:

- real-time updating of applicant records
- accurate data capture, and
- adherence to defined ATU workflows.

The contractor will also be expected to contribute to the ongoing development and optimisation of the CRM recruitment environment, including identifying opportunities for process improvements and automation.

3.3.5 Scalability and Peak Demand Management

The service must be capable of scaling operations to meet significant fluctuations in demand, particularly during peak recruitment periods (May through September).

This includes the ability to:

- rapidly increase staffing levels (customer service agents), who are trained and operations-ready
- maintain service quality during high-volume periods, and
- ensure continuity of service at all times.

The Contractor must operate the core service to the public from Monday to Friday, from 09:00 until 17:00, with full Operator availability during these hours. Detailed requirements can be found under *Section 4 Selection Criteria Technical Capacity Requirements*.

ATU reserves the right to require adjustments to service hours over the contract duration.

3.3.6 Reporting and Performance Management

The Contractor will be required to provide comprehensive management information, including:

- weekly operational reports
- monthly performance reports
- annual performance review report
- on-demand reporting if required.

In addition, the Contractor will be required to attend:

- weekly operational meetings
- monthly management review meetings
- annual strategic review meeting.

All reporting must be data-driven and provide actionable insights to support decision-making within ATU.

3.3.7 Contract Management and Governance

The Contractor must appoint an Account Manager, who will act as the primary point of contact for ATU and will have overall responsibility for service delivery.

The Account Manager will be responsible for:

- maintaining an effective working relationship with ATU
- overseeing performance against agreed service levels in line with ATU policies and procedures
- managing issues, risks, and escalations, and
- proactively identifying opportunities for service improvement and cost optimisation.

3.4 Programmes and Applications in scope

3.4.1 Programmes and Applications in scope (Year 1 of contract)

The initial scope of services will include support for recruitment to the programmes listed below:

- online and flexible programmes
- Springboard+ programmes

Programmes in scope are offered at Levels 6, 7, 8 and 9 of the National Framework of Qualifications (NFQ). The primary intake period recruits for September starts, with a smaller secondary intake recruiting for January starts (except Springboard+ which has one intake in September).

Important: please note the programme types, intake periods, and estimates of application numbers involved in Year 1 recruitment. See tables 1,2 and 3 below.

Table 1 – Programmes in Scope and Intake periods (Year 1 of contract)

Programme /Applicant Type	Campus	Intake	Timing of Activity*
Online & Flexible programmes	ATU Sligo	Jan 2027 Sept 2027	Recruitment open Nov '26 Recruitment open Feb '27
Springboard+ programmes	ATU-wide (ie Donegal, Galway/Mayo & Sligo)	Sept 2027	Recruitment open April '27

International (Non-EU) applicants to online programmes	ATU-wide (ie Donegal, Galway/Mayo & Sligo)	Jan 2027	Recruitment open Nov '26
		Sept 2027	Recruitment open Feb '27

***Recruitment commencement dates are indicative only and will be confirmed in due course.**

Table 2 – Number of Programmes (Estimated Year 1 of contract)

Programme Type	Intake	Number of Programmes*
Online & flexible programmes (ATU Sligo)	Jan 2027	40
	Sept 2027	160
Springboard+ programmes (ATU-wide)	Sept 2027	41

*** These figures are indicative only and are subject to variation up or down.**

Table 3 – Application Volumes (Estimated Year 1 of contract)

Category	Intake	Estimated Applications*
Online & flexible programmes (ATU Sligo)	Jan 2027	600
	Sept 2027	6,000
Springboard+ (ATU – all campuses)	Sept 2027 (Recruitment open April '27*)	5,500
International Non-EU applicants to online programmes (ATU – all campuses) Note: The estimated numbers of International Non-EU applications shown here are included in the Online & flexible and Springboard figures in this table and do not represent additional applications.	Jan 2027	300
	Sept 2027	1400

***These figures are indicative only and are subject to variation up or down.**

Table 4 – Application trends 2025

Below for information purposes are the application trends for 2025

Applications	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sept-25	Oct-25	Nov-25	Dec-25
ATU Sligo Online and Flexible	100	600	560	402	515	493	965	1096	136	69	149	143
All campuses: Springboard+				2000	2000	1000	400	100				
All campuses: Non-EU International (figures included in Online & Flexible + Springboard numbers)	50			150	200	350	350	350			100	150

ATU envisages an expanded scope of programmes and applications may be handled by the Contact Centre over the lifetime of the framework, subject to performance review, business need and budget availability. Appendix 2 (Pricing Schedule) will specify the basis on which tenderers should submit their pricing.

Contractors will use email and phone calls to respond to enquiries and applicants as well as proactively following up with applicants throughout the applications process as far as offer acceptance stage, as well as responding to ATU web chat and social media messaging. Both web chat and social media messages represent a small minority of inbound messages from prospective students annually. (currently 200-400 inbound messages annually).

3.4.2 Springboard+ programme specific tasks

The Contractor will support the end-to-end management of applicant data and documentation across designated systems. This includes extracting applications from the Springboard Application Management System and uploading to the ATU CRM platform. All applications will be systematically screened to ensure assessment readiness, for example inclusion of required documentation i.e. Curriculum Vitae, educational documentation, and transcripts.

Prior to confirming that applications are complete and ready for assessment by ATU Course Assessors, the Contractor will undertake initial screening activities for applicants to Springboard+ programmes. This screening will be carried out to prepare applications for eligibility assessment against the criteria established by the Higher Education Authority (HEA). Final eligibility assessments will be undertaken by the relevant Springboard+ Coordinators. See Section 3.4.1, Programmes and Applications in Scope, for further information on the number of Springboard+ programmes and the estimated volume of applications.

For applicants presenting foreign qualifications, the Contractor will prepare and collate the information required to support an equivalency assessment (conducted by ATU Programme Assessors) in accordance with the QQI NARIC foreign qualifications comparison platform. Applicants will be requested to provide certified translations of any non-English documentation, as well as evidence of English language competency where not readily apparent, in accordance with the

ATU Access, Transfer and Progression policy. As systems develop, such requests will be automated via the ATU CRM system.

The Contractor will maintain clear, timely, and professional communication with applicants throughout the full lifecycle of their application. Again, as systems develop, much of this communication will be automated. In addition, it will monitor, maintain, and update application statuses across both the Springboard+ Application Management System and ATU CRM system to ensure management of offers issued, data accuracy and process transparency.

For applicants issued with provisional offers on Springboard+ funded programmes, the Contractor will request, collect, and manually review a minimum of eight supporting documents against stipulated eligibility criteria. ATU Springboard+ Coordinators will then verify document authenticity, check the consistency of applicant details (such as name and date), and the appropriateness of document types as part of the process. Where necessary, the Contractor will provide detailed feedback and request amendments or additional documentation to ensure all eligibility requirements are fully satisfied.

All document reviews by the Contractor will be carried out by appropriately trained personnel, and no eligibility decisions will be made solely by automated or algorithmic means.

3.5 Service Quality and Customer Experience

The Contractor must ensure that all interactions are conducted in a professional, courteous, and consistent manner. All staff must demonstrate a high standard of customer service, a high standard of written and verbal communication in English, with provision for access to Irish language support where required by applicants. See Selection Criteria *Technical Capacity Requirements* at Section 4.0. Service provision must be aligned with ATU brand and service expectations and mechanisms must be in place to provide for: customer feedback collection, and continuous service improvement.

Service delivery must be continuous and reliable, with a strong emphasis on customer satisfaction, responsiveness, and accuracy.

3.6 Staffing and Knowledge Management

All agents assigned to the contract must be appropriately trained, monitored, experienced, and supported. The Contractor will be required to work closely with ATU to develop and maintain a comprehensive knowledge base, ensuring that front-line staff are equipped to resolve routine enquiries without escalation.

The service provider must also propose mechanisms for capturing insights from interactions to support ATU's marketing and recruitment strategies.

3.7 Data Protection Requirements

Call recordings

Transparency and Fair Processing

The Tenderer must ensure that data subjects are informed that calls are being recorded, in accordance with Articles 12–14 of the GDPR. This shall include:

- A clear and concise pre-recorded message at the start of calls advising callers that calls are recorded;
- Information on the purpose(s) of recording;

- Reference to the University's privacy notice and how further information can be obtained;

Data Minimisation and Purpose Limitation

The Tenderer shall ensure that:

- Only calls necessary for agreed purposes (e.g. quality monitoring, training, dispute management, audit, or regulatory requirements) are recorded;
- Call recordings are not used for any purpose beyond those explicitly approved by the University;
- Excessive or continuous recording is avoided where it is not necessary or proportionate.

Special Category Data and Financial Information

The Tenderer must implement measures to ensure that:

- Call recordings are paused where callers provide financial information
- Staff are trained to avoid soliciting unnecessary special category data during calls.

Retention and Deletion of Recordings

The Tenderer must comply with retention periods specified by the University and shall ensure that:

- Call recordings are retained only for the minimum period necessary for the stated purposes;
- Automatic deletion or anonymisation mechanisms are in place at the end of the agreed retention period;
- Retention schedules are documented and auditable;
- Recordings can be deleted or restricted promptly upon instruction from the University, including to support data subject rights exercises.

3.8 Additional Services

From time to time, the Contractor may be required, as part of the contract, to support additional administrative or recruitment and campaign-related activities, by email and telephone, should they arise, including, but not limited to: disseminating market research, applicant and student surveys.

3.9 Mobilisation, Transition and Exit

The Tenderer will be required to support a structured and comprehensive mobilisation and transition phase to ensure a smooth and effective commencement of services. This phase shall include, but not be limited to, detailed implementation planning, structured knowledge transfer from incumbent providers (where applicable), establishment of system access, configuration and integration activities, staff onboarding and training, and rigorous service testing and validation prior to go-live.

The Tenderer shall be responsible for identifying key milestones, dependencies, risks, and mitigation measures associated with mobilisation, and must demonstrate a clear governance and reporting structure throughout this period. All activities should be aligned to minimise disruption to business-as-usual operations and ensure service continuity.

The Tenderer must provide, as part of their proposal, a detailed mobilisation plan and a clearly defined go-live timeline, including critical path activities and resource allocation. All costs associated with mobilisation and transition, including planning, resourcing, training, testing, and any supporting activities, must be fully accounted for and explicitly included within the tenderer's pricing proposal.

An exit strategy (handover, data transfer, continuity) must also be detailed and fully accounted for and explicitly included within the tenderer's pricing proposal.

3.10 Service Levels, and Key Performance Indicators

3.10.1 Overview

The appointed contractor will be required to deliver the services in accordance with a formally agreed Service Level Agreement (SLA). The SLA will be executed on the basis of the specification of requirements, reporting obligations, and key performance indicators as set out in this Request for Tender.

Performance against these service levels will be actively monitored, reviewed, and managed throughout the duration of the contract and will form a key component of annual contract extension decisions.

3.10.2 Key Performance Indicators (KPIs)

The following KPIs represent the minimum baseline requirements. Contractors should address how they will meet the KPIs and may propose additional or enhanced metrics as part of their submission.

a) Responsiveness and Accessibility

The Contractor must demonstrate a high level of responsiveness across all communication channels. This will include:

- telephone call answering within an agreed timeframe (target: $\geq 90\%$ of calls answered within 20 seconds)
- email response times within defined service windows (target: same day)
- webchat/social messaging response times (target: near real-time during operational hours).

b) Application Progression and Conversion Support

The Contractor will be expected to provide services that support the effective and timely progression of applicants through the admissions process.

This will include:

- timely follow-up on incomplete applications
- supporting applicants who require assistance in progressing their application
- reduction in application abandonment rates through appropriate applicant communication and proactive engagement
- support for applicants at each stage of the admissions journey, including from enquiry to application, from application to offer and from offer to acceptance.

c) Customer Experience and Satisfaction

The quality of engagement with applicants is critical.

- Customer Satisfaction Score (CSAT): Target $\geq 85\%$
- feedback mechanisms: surveys, post-interaction feedback, and periodic reviews

d) Data Quality and CRM Compliance

All interactions must be accurately recorded within ATU CRM Microsoft Dynamics

Data accuracy target: $\geq 99\%$

- timeliness: real-time or near real-time updates
- compliance with defined workflows and data standards

e) Service Reliability and Continuity

The service must operate consistently and without disruption.

- System / service uptime: $\geq 99.5\%$
- business continuity arrangements must be in place and tested.

3.10.3 Reporting and Performance Review

Performance against KPIs will be reported through a structured Reporting and Performance Management framework, as outlined at Section 3.3.6.

Reports must include both quantitative metrics and qualitative insights, including recommendations for service optimisation.

3.10.4 Continuous Improvement

The Contractor must provide for continuous improvements in its reporting, which will include:

- identification of process inefficiencies
- recommendations for automation and optimisation
- enhancement of knowledge base and self-service capabilities
- ongoing refinement of applicant engagement strategies.

Evidence of continuous improvement will be a core requirement for contract renewal.

3.11 Out of Scope

For the avoidance of doubt, the following activities are explicitly excluded from the scope of this contract:

- Administration of deposit payments or fee collection
- Resolving Central Applications Office (CAO) applicant enquiries relating to any topic for full-time undergraduate students
- Resolving student issues or queries relating to registration (full-time undergraduate on campus, part-time or online students)
- Resolving student support enquiries post-registration, e.g. timetabling, technical support, IT, student cards, graduation, programme queries
- Provision of in-depth academic or programme-specific or career advisory services
- Responsibility for communicating Induction or onboarding arrangements to students

Such matters will remain the responsibility of ATU internal teams.

4 Protection of Employees on Transfer of Undertakings (TUPE)

Tenderers are advised that in the event of a transfer of undertakings including a major part of the workforce, the provisions of SI 131/2003 European Communities - Protection of Employees on Transfer of Undertakings (TUPE) Regulations may apply. Tenderers are required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include any potential costs incurred under TUPE.

Tenderers are required to include an undertaking to comply fully with the provisions of the TUPE Regulations 2003 and to indemnify the Contracting Authority for any claim arising, or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under this legislation.

*Note: Tenderers must sign the Tenderers Declaration re Acquired Rights contained in the **Tender Response Document**.* If it is considered relevant, Tenderers may request anonymised TUPE information relating to the terms and conditions of employment of all persons providing the Services under the existing contract via the messaging facility on www.etenders.gov.ie. This information will only be released on receipt of a completed non-disclosure agreement. The Contracting Authority does not accept any liability or provide any express or implied assurance with respect to the accuracy of such information. Tenderers must form their own conclusions as to the completeness and accuracy of the TUPE information provided and may wish to consult their legal advisors with respect to same.

In nominating resources, Tenderers have to assume that TUPE may not apply, and therefore Tenderers must provide full details of their own proposed resources for the provision of the service when responding to Award Criterion B – Technical and Human Resources and Capability.

Any transfer of undertakings which arises must be concluded directly, without involvement of the Contracting Authority, between the successful Tenderer and the incumbent provider. Full contact details of the incumbent provider will be provided to the successful tenderer immediately upon appointment.

5 Selection Criteria

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

5.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate

uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

Relying on the standing of other Entities

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

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

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

5.2 General Declarations and Financial Capacity Requirements

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

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €750,000.00 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Cyber Insurance	€1.5 million
Declaration	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	

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

5.3 Technical Capacity Requirements PASS/FAIL

Personnel and Skills		
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.		
Skillset Required		Minimum Number
1	Customer Service Agents must have a high competency in the English language in order to communicate effectively with applicants verbally and in writing.	All agents

2	The Contractor must be capable of interacting with customers and/or members of the public through the Irish language. The Contractor may be required to provide the aforementioned services bilingually (English and Irish language) and bilingual greetings may be required on pre-recorded messages in accordance with the Official Languages (Amendment) Act 2021.	1 agent
3	Agents must be competent in the use of Microsoft Office suite of software, including Outlook, Word, and CRM systems e.g. MS Dynamics	All agents
4	Ability to manage online portal enquiries.	All agents
5	Provide e-learning capability to train staff and provide access to up-to date FAQ scripts to enable the efficient and effective conduct of calls and e-mails.	2 agents
6	Demonstrate that agents can obtain high levels of knowledge of the range of ATU courses, the application process, the workflows, and student services for advice purposes.	All agents
7	All agents will be required to process applicant information strictly in accordance with Data Protection legislation including but not limited to GDPR, Data Protection Acts 1988-2018, and other relevant EU requirements.	All agents
8	Tenderers are required to nominate an account manager for the entire service who will act as an initial point of contact. The duties of the account manager under the contract will include the following: a. To act as the initial point of contact for all requests for work. b. Have overall responsibility for an excellent working relationship with ATU. c. Attend regular meetings as required with ATU to review the relationship and to examine performance. The provision of regular feedback, management reporting and the reporting of statistical analysis, both formal and informal, regarding the work and the business relationship with ATU. d. Act as the point of escalation in the resolution of any disputes.	1 Account Manager
Technical Equipment and Resources		
1	The successful tenderer must ensure that all calls are recorded, and in compliance with GDPR, and that ATU representatives are provided with the facility to listen to recordings and to listen in live to calls in real time in order to monitor the quality of performance.	

2	The successful tenderer must provide details of the arrangements, IT systems and physical security measures used to deliver services in a secure, access-controlled environment, and hold appropriate third-party accreditation for quality and security systems covering the premises and contact centre management system.
3	The successful tenderer must confirm compliance with the General Data Protection Regulation (GDPR), Data Protection Acts 1988-2018, and other relevant EU requirements.
4	The tenderer must have the capability of providing a service within the time periods set out below: The service must operate from Monday to Friday, from 09:00 until 17:00. It must also operate for 52 weeks of the year less public and bank holidays. A dedicated resource with agents trained to provide the relevant information and response (fulfilment on first contact) will be required from 09:00 until 17:00 (core hours), with the details of enquirers outside of these times recorded for reply during core hours (fulfilment on second contact).

Data Residency Requirement

Data Residency Requirement (Mandatory Condition):

The Tenderer shall ensure that all Personal Data (within the meaning of Regulation (EU) 2016/679 (GDPR)) processed in the performance of the Contract is hosted, stored, and processed exclusively within the European Union (EU) or European Economic Area (EEA). Failure to comply with this requirement shall render the Tender non-compliant and may result in exclusion from the competition and/or termination of any resulting Contract.

Information Security Certification Requirement

Tenderers must hold a current, valid information security certification from an accredited third-party certification body or government-authorised scheme, covering the business unit, office locations, and personnel engaged in the delivery of this service.

Acceptable certifications include, but are not limited to:

- ISO 27001 (preferred)
- SOC 2 Type II
- Cyber Essentials Plus or IASME Cyber Assurance (supplementary evidence only, not accepted as a standalone)

Tenderers holding an alternative certification must demonstrate equivalent independent assurance over physical security, access management, endpoint security, staff vetting, incident response, data leakage prevention, and network security.

Tenderers must provide a copy of their current certificate and, where available, the audit report summary with their tender response

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of **three** previous comparable contracts, involving the features as defined in the TRD .

Health & Safety Management System

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Declaration of Acquired Rights (TUPE)

Tenderers must complete the declaration at Section 2.6 of the Tender response document.

6 Award Criteria

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

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Acceptable Marks 60%
	20%	2000	1200
Methodology and delivery of Customer Service Management Solution for Higher Education			
Tenders must clearly and comprehensively describe the approach and methodology that will be used to successfully deliver the proposed contract. The tender must include contingency arrangements in place to readily provide the ability to scale up operations at peak times or take on additional work in a dynamic and fast-moving environment. The response must include: - Proposed end to end service model - Commitment to alignment with ATU workflows and ATU CRM (Microsoft Dynamics) - SLA /KPI delivery approach (response times, CSAT, conversion support) - Excellent customer-centric service design aligned to ATU brand - Mobilisation and transition plan (go-live readiness, training, testing) & exit strategy - Reporting & performance framework - Innovation and continuous improvement framework (process optimisation, and insight generation and any added value proposals to support ATU strategy).			
Criterion B	Weighting	Maximum Marks	Minimum Acceptable Marks 60%
	20%	2000	1200
Technical and Human Resources and Capability			
Tenderers must demonstrate the quality, suitability, and robustness of their technical and human resource capability and capacity, including team structure, defined roles, and clear management accountability. The response must confirm compliance with Garda Vetting requirements and provide a detailed organisational chart outlining resource allocation and reporting lines. The response must include: Staffing model and scalability (peak demand readiness) and details of any remote / hybrid working policy for the team involved			

• Skills, training, and knowledge management • Omnichannel capability (phone, email, webchat, social) • CRM integration capability (CRM Microsoft Dynamics) • Systems, infrastructure, telephony, call recording, reporting tools • Irish language capability compliance • Relevant experience, biographical summaries of proposed team.				
Criterion C	Weighting	Maximum Marks	Minimum Marks	Acceptable
	10%	1000	600	60%
Reliability, Business Continuity & Risk Management				
Tenderers must demonstrate experience, reliability, and continuity of service, supported by clear risk identification and mitigation. A robust Business Continuity, Disaster Recovery, and resilience approach must be outlined and evidenced. The response must include: • Service uptime and availability (>99.5% expectation) • Business continuity and disaster recovery plans (tested and regularly reviewed) • Peak demand resilience (April – September scaling) • Risk identification and mitigation processes • Governance and escalation procedures • Dependency management (staff, systems, subcontractors).				
Criterion D	Weighting	Maximum Marks	Minimum Marks	Acceptable
	15%	1500	900	
Data Security, Compliance & Governance				
The proposal must detail the processes in place for ensuring the security of all data processed, in line with data protection legislation. This must include references to the management of data, server access, encryption, virus protection, deletion of data, exporting of data into a common format, and any other detail deemed relevant. The response must include: • GDPR compliance and Data Processing Agreement readiness • Data handling, storage, and access controls • Data accuracy and CRM operations compliance (≥99%) • Audit trails, call recording governance* • Incident response and breach handling procedures				

• An outline of technical and organisational security measures • A list of the proposed sub-processors (if any) and their activities • Data recipient or access location, country, data category & purpose				
Criterion E	Weighting	Maximum Marks	Minimum Marks	Acceptable
	5%	500	60%	300
Environment and Sustainability				
Tenderers must demonstrate how they support and implement environmental and sustainable practices and in the delivery of Services. Such measures may include but may not be limited to: • prevention or minimisation of waste • use of recycled products and recycling facilities • energy conservation in buildings and use of equipment • minimising storage requirements and use of paperless office solutions • providing alternatives to one-use disposable products • social value and inclusion policies.				
Criterion F	Weighting	Maximum Marks	Minimum Marks	Acceptable
	30%	3000		N/A
Ultimate Cost				
Tenders are required to provide clear and detailed submissions regarding the comprehensive costs associated with the delivery of this service for ATU and include a clear statement where any proposed activities or contingencies are provided for separately. Please complete Appendix 2 Pricing Schedule Pricing Commentary (Mandatory) The response must take into account: • How pricing supports scalability and efficiency • Approach to cost control over contract lifecycle • Evidence of economies of scale across volume bands • Confirmation of no hidden or excluded costs				

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

6.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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

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

6.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
65 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60 – 64%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

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

6.3 Post Tender Clarification

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

6.4 Verification

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

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

6.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

6.6 Right to Confirm Suitability

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

7 Instructions for Tenderers

7.1 Closing Date for Tenders

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

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

7.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing documents

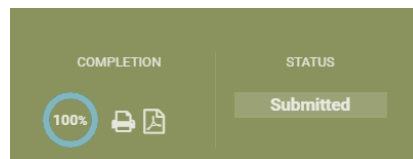
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system;
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CFT Workspace

- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

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



If you do not receive a message similar to above, you have not submitted your response.

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

PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF FILE NAMES.

7.3 Queries

The closing date for submitting queries is specified on the title page.

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

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

7.4 Extension of the Tender Deadline

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

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

7.5 Tender Validity Period

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

7.6 Discrepancies between Documents

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

7.7 Formatting of Tenders / Amending Tender Documents

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

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

7.8 Collusive Tendering

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

7.9 Confidentiality

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

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

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

7.10 Clarification of Tenders

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

7.11 Correction of errors

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

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

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

7.12 Change in the composition of a Tender

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

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

7.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

7.14 Conflict of Interest

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

7.15 Publicity

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

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

7.16 Right Not to Award

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

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

7.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

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

7.18 Award Notices

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

7.19 Policy on Personal Debriefings

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

7.20 Copyright

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

7.21 Brand Names, etc.

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

7.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts. ATU would request that any delivery and haulage of goods to its campuses is undertaken by zero emissions vehicles where possible.

7.23 Knowledge and Skills Transfer

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

7.24 Currency and Payments

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

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

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

7.25 Irish Legislation and Law

- Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law. The successful tenderer must cooperate in the matter of carrying out a Data Protection Impact Assessment. A change-control / DPIA review process will apply before

enabling any digital tools involving new features, AI functionality, analytics tools or integrations.

7.26 Equal Pay and Pay Transparency

In accordance with Directive 2023/970 on equal pay and pay transparency, the Contracting Authority is required to take measures to ensure that, in the performance of public contracts and concessions, economic operators comply with their obligations relating to the principle of equal pay.

The Contracting Authority may exclude any economic operator from participation in a public procurement procedure where they can demonstrate by any appropriate means an infringement of equal pay obligations, related either to a failure to comply with pay transparency obligations, or a pay gap of more than 5% in any category of workers which is not justified by the employer on the basis of objective, gender-neutral criteria.

7.27 Anti-Competitive Conduct

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

7.28 Accessibility / Dignity at Work

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

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities. Specific accessibility requirements apply under S.I. 636/2023 European Union (Accessibility Requirements of Products and Services).

7.29 Withholding Tax

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

7.30 Freedom of Information

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

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

7.31 Late Payment

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

7.32 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

7.33 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.