



CALL FOR TENDER

Establishment of a Single Party framework agreement for	Provision of Grant Management System and Related Services to City of Dublin ETB Youth Services
Procedure	OPEN
eTenders CFT ID	CFT8596615
Issue Date	8 th July 2026
Closing Date for Queries	5 th August 2026 at 18:00 Hours (Irish Time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	12 th August 2026 at 18:00 Hours (Irish Time)

Please note that information relating to this Call 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 cannot accept responsibility for information relayed (or not relayed) via third parties.

The dates provided above are estimates at the time of issue of this Call for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via email to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via email to all parties who have expressed an interest in the competition

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1. 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 does not bind itself to accept the lowest priced or any Tender.

This ITT does not constitute an offer or commitment to enter into a Framework or Contract.

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

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

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

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

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

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

2. Summary

Contracting Authority:	City of Dublin Education and Training Board
Nature of procurement:	Provision of Grant Management System and Related Services to City of Dublin ETB Youth Services
Type:	Services
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3. About the Contracting Authority

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout the country with over 650 sites under their remit. The Chief Executive (CE) of each ETB carries out the executive functions of the ETB, including those in relation to procurement.

Education and Training Boards Ireland (ETBI), based in Naas, Co Kildare is the national representative association for ETBs. Its job is to represent ETBs and promote their interests. It also provides services to its members in areas such as Policy, HR/ IR, Corporate and Procurement & Reform. ETBI coordinates the **ETB Procurement Network**, which brings procurement personnel from the 16 ETBs together on a quarterly basis.

City of Dublin Education and Training Board (City of Dublin ETB) was established on 1st July 2013 under the Education and Training Boards Act, 2013. It has a corporate structure which is made up of a democratically appointed board and a senior management (executive) team.

City of Dublin ETB is the state education and training authority for Dublin with over 3,000 staff who provide education and training opportunities for over 34,000 people across Dublin city.

We do this through running Community National Schools, Community Special Schools, Community Hospital Schools and 11 Community Colleges across the city.

Our City of Dublin FET College operates across four campuses in the city providing PLC, apprenticeships, traineeships and a range of further education and training opportunities for adults. We are also responsible for SUSI, the national awarding authority for student grants in Ireland.

City of Dublin ETB supports the provision, coordination, administration and assessment of Youth Services in Dublin city and is the lead partner in Music Generation Dublin City.

This provision is supported by a range of services including a psychological service, a curriculum development unit, a buildings capital and maintenance unit and the Head Office administrative staff in Ballsbridge.

Relevant background information in relation to City of Dublin ETB can be accessed on the City of Dublin ETB website at www.City of Dublin ETB.ie

4. Scope of the Framework Agreement

City of Dublin ETB proposes to engage in a competitive process for the establishment of a single party framework agreement for the provision of a

- **Grant Management System and Related Services to City of Dublin ETB Youth Services**

In the context of a single-party framework agreement, the successful framework member **does not** have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator.

Indeed, City of Dublin ETB reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single party frameworks with the tenderer or tenderers selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement/lot.

The Contracting Authority reserves the right, should the case arise, to award all frameworks and associated contracts to a single contractor.

4.2 Duration of the Framework Agreement

The framework agreement will be for a period of an initial six (6) years. The Contracting Authority reserves the right to extend the Framework Agreement twice by a further period of two (2) years, subject to satisfactory performance, ongoing business needs and budgetary constraints.

The maximum duration of the Framework Agreement, including any extensions, will not exceed ten (10) years. The option to extend is at the sole discretion of the Contracting Authority and is intended to ensure continuity of service quality and operational stability throughout the life of the Framework Agreement. 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.

The extended duration of ten (10) years is justified on the basis that the Framework Agreement concerns the procurement of a complex, cloud-based Grant Management System requiring significant initial configuration, customisation, integration with existing City of Dublin ETB systems, and ongoing development throughout its lifecycle. The extended period is necessary to ensure continuity of service, avoid disruption to critical grant administration processes, and allow for iterative enhancements, upgrades, and support over the system's operational lifespan. A shorter term would not be proportionate to the scale of investment and implementation effort involved, nor would it represent best value for money given the nature of the system and its anticipated long-term use.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €1,500,000 (ex. VAT) over the lifetime of the agreements. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

In the case of the single party framework agreement, contracts may be awarded directly on foot of the original tenders 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.

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at Appendix 5 of this Call for Tender.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1 Section (b) of this document.

The initial contract will be for a period of two (2) years with the option to extend for two (2) periods of two (2) years each up to a maximum duration of six (6) years. The initial contract will be awarded to the successful tenderer or tenderers shortly after the formal establishment of the framework agreement.

4.5 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework member. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

4.6 Account Management

4.6.1 Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;

- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member and delegate as required.

4.6.2 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.6.3 Invoicing

Invoices shall be submitted by the successful tenderer monthly for all costs due under the contract in the preceding month. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier. Invoices should be sent by email to invoices@cdetb.ie

4.6.4 Award to Runner Up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.7 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. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract.

4.8 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfill the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or any other factors which might arise e.g. geopolitical changes

5. Specification of Requirements under Framework Agreement

The framework agreement will be established on foot of this tender competition.

5.1 Detailed Specification of Requirements

Tenderers must submit proposals on the **Tender Response Document (Appendix 3)** and in separate pricing document Appendix 3a must be submitted, along with the TRD.

The Contracting Authority wishes to establish a single-party framework agreement to meet its requirements for the provision, implementation, hosting, support and ongoing maintenance of a modern cloud-based grant management system for City of Dublin ETB Youth Services. The system will be used to administer youth services funding schemes and associated application, assessment, approval, award, monitoring, reporting and compliance processes.

The City of Dublin ETB Youth Services currently administers a range of youth sector grant and funding processes, including but not limited to UBU Your Place Your Space, the Local Youth Club Grant Scheme, General Grant, Activity/Seasonal Programme Grants, Development Grants, Training Grants, Bursary Grants, Youth Night/Oíche na hÓige, Resilience and Effectiveness related funding, and other once-off or special-purpose funding initiatives that may arise during the term of the framework and contract.

The objective of this procurement is to secure an established, configurable and user-friendly grant management solution that can support the full grants lifecycle and reduce reliance on manual spreadsheets, email exchanges, offline documents, repeated data entry and manual reporting. The solution should improve the experience for applicants, funded organisations, internal administrators, finance users, liaison/development officers, approvers, reviewers and senior management.

- Provide an online portal for applicant organisations and contacts to register, update profile information and submit grant applications.
- Support multiple schemes, calls, rounds and application types through configurable workflows and role-based access.
- Allow City of Dublin ETB Youth Services to configure application forms, eligibility checks, guidance text, declarations, budget tables, review forms, email templates, award letters and reporting forms without routine vendor dependency.
- Provide a bilingual applicant experience, with English and Irish content capable of being published simultaneously where required.
- Enable clear internal workflows for completeness checks, finance review, liaison/development officer review, scoring, approvals, award communications, post-award monitoring and reporting.
- Provide dashboards and exportable reports to support operational monitoring, Departmental reporting, audit requirements and management oversight.
- Provide robust data protection, security, audit trail, support, hosting, continuity and accessibility arrangements appropriate to public sector funding administration.
- Migrate relevant data and documents from the current arrangements where appropriate and agreed during implementation.

The City of Dublin ETB Youth Services expects the proposed solution to be provided as a Software as a Service (SaaS) or externally hosted managed service. There should be no requirement for City of Dublin ETB Youth Services or applicants to install local software or provide hosting infrastructure.

Where reference is made, in the technical specification, to any particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words “or equivalent”. These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.

5.1.1 Application of Variants

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

5.2 Delivery Locations

Delivery is required to the Contracting Authority’s City of Dublin ETB Youth Services.

5.3 Volumes

The volumes indicated in the Pricing Schedules Appendix 3a are purely notional and are used for tender evaluation purposes only

5.4 Pricing

Tenderers should note that the pricing provided by them in the Pricing Schedules are the maximum unit costs permitted for the duration of the framework OR duration of the initial contract. If any volume discounts are required, please indicate.

6. Evaluation Criteria

6.1 Selection Criteria

The OPEN procedure at national level is being used by the Contracting Authority for the award of this framework agreement. While all interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

In order to demonstrate a tenderers' suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document.

6.1.1 General Information relating to the Tenderer

Please provide 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.

6.1.2 Legal Compliance

Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 included in the Tender Response Document. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Confirmation that your turnover exceeded €150,000 during one of the last three years or pro-rata if more recently established firms.
- (iii) Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type	Minimum Indemnity limit	Excess required
Employers Liability	€12.7m	
Public Liability	€2.6m	
Cyber Liability / Cyber Insurance	€1m	
Professional Indemnity	€1m	

By submitting a tender, Tenderers confirm that, (i) they will obtain and hold the types and levels of insurance as specified above, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the

Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

The successful Tenderer will, during the term of the Framework, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

NOTE: Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) calendar days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

6.1.4 Technical Capacity

- (i) Previous Contracts – information demonstrating successful delivery of three (3) previous comparable contracts in the past three (3) to five (5) years.
- (ii) Access to minimum levels of manpower and skills as detailed in addition to an organisation chart.
- (iii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.
- (iv) Health & Safety - Details of health and safety policies and whether 3rd party certified.
- (v) Environmental - Details of environmental policies and systems in place and whether 3rd party certified.

6.1.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed submission of Appendix 3 “Tender Response Document” relating to Technical Capacity Section 6.1.4. Mere confirmation **will not be** sufficient under these headings.

Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides in the Tender Response Document. Failure to supply the required information may result in elimination from detailed tender evaluation.

Tenderers are asked to complete the attached ESPD document (Appendix 8).

Prior to the award of any framework agreement / contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

6.2 Award Criteria

Only tenders meeting the selection criteria and 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. Responses are required through completion of the Tender Response Document.

Tenderers should note that they must reach the minimum marks in all award criteria. Failure to do so will result in elimination from the tender competition.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Notional Cost to the Contracting Authority over the life of the contract	25%	2,500	n/a

Tenderers are required to outline their cost proposal by completing and signing Appendix 3a – Pricing Schedule and transferring the overall total cost in the Form of Tender which forms part of APPENDIX 3 Tender Response Document (TRD).

B	Technical / Functional Fit of proposed solution	30%	3,000	1,800
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Tenderers will be assessed on the extent to which the proposed solution meets or exceeds the requirements set out in 5.1 Detailed specification of requirements and attached Appendix 2b specification.

Tenderers should provide comprehensive information in the following key areas:

- Alignment between the proposed solution and City of Dublin ETB Youth Services' requirements across application intake, eligibility checks, budget capture, review, approval, award, post-award monitoring and reporting;
- Quality of user experience for applicants, administrators, finance users, liaison/development officers, reviewers, approvers and senior management.
- Ability to configure schemes, forms, workflows, templates, portals, permissions and reports without routine vendor dependency;
- Ability to support bilingual English/Irish application content and user-facing guidance;
- Quality of audit trail, notes, communications, revision history and documents management functions;
- Roadmap and timeline for implementation including a project plan and implementation plan
- Information on project governance, testing, training, data migration, hyper-care, service desk arrangements and support model
- Contract Management proposal including performance management and measurement, Communications process, liaison and reporting structure, problem resolution and

escalation process, quality assurance, after-sales support service response including technical support for training staff

This criterion will be evaluated based on the totality of the Tenderer's response.

Tenderers must achieve a minimum of 60% under this criterion in order to proceed further in this competition.

C	Non-Functional, security and technical architecture of proposed solution	20%	2,000	1,200
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Tenderers will be evaluated on the robustness, reliability and operational quality of the proposed system.

Tenderers must provide information on the following key areas:

1. Identity and Access Management

Tenderers should describe how users and administrators access the proposed system. Tenderers should provide information on:

- Support for Microsoft Entra ID Single Sign-On using SAML 2.0, OpenID Connect or equivalent.
- Support for Multi-Factor Authentication for administrative accounts.
- Role-Based Access Control and how permissions are managed.
- How user accounts are created, disabled, removed or deactivated.
- Whether automated user provisioning or deprovisioning is available.
- How privileged or administrator access is controlled.

2. Security Monitoring and Logging

Tenderers should describe the audit logging and security monitoring capabilities of the proposed system. Tenderers should provide information on:

- Audit logs for user account changes, role changes, permission changes and administrator activity.
- Logging of login activity and failed login attempts.
- Logging of key data changes, workflow changes, exports or downloads, where applicable.
- Audit log retention period, with a preference for a minimum of 12 months.
- Ability to search, review and export audit logs in CSV, API or another usable format.
- Ability to provide logs to City of Dublin ETB's SIEM or security monitoring platform, where available.
- Notification or alerting of suspicious activity or security events, where available.
- How audit logs are protected against unauthorised access, alteration or deletion.

3. Data Protection and Privacy

- Data governance, data safeguarding and compliance with the General Data Protection Regulation, Data Protection Act and all relevant Data Protection and Privacy legislation. This should include a data flow diagram and reference to data hosting including location, storage, retention and destruction, breach response protocol, third party processors, and approach to Data Protection Assessments.
- Tenderer internal staff training, and if applicable ISO/IEC certifiable standards, relating to information management, cybersecurity and privacy.
- If relevant, compliance with the EU AI Act including transparency obligations, staff literacy and approach to Fundamental Rights Impact Assessments where required.

4. Vulnerability Management and Patching

Tenderers should describe how vulnerabilities, security updates and patches are managed.

Tenderers should provide information on:

- Documented vulnerability and patch management process.
- Frequency of security updates and system patching.
- Target timelines and service level commitments for remediation of Critical, High, Medium and Low severity vulnerabilities.
- Approach to emergency security patches.
- Any regular security testing, penetration testing or vulnerability scanning carried out.
- How Common Vulnerabilities and Exposures (CVEs) affecting the proposed system are identified, assessed, prioritised and remediated.
- How unsupported or end-of-life components are managed.

5. Incident Management

Tenderers should describe their security and service incident management process. Tenderers should provide information on:

- How security incidents are detected, managed and escalated.
- How City of Dublin ETB will be notified of a security incident affecting the system or City of Dublin ETB data.
- Expected notification timelines, including any service level commitments for initial notification and subsequent updates.
- What information will be provided during an incident.
- How updates will be provided during an ongoing incident.
- Whether a post-incident report, remediation summary or lessons learned report will be provided.

6. Change Management and Updates

Tenderers should describe how planned maintenance, updates and system changes are managed. Tenderers should provide information on:

- How planned updates and maintenance are communicated.
- Normal notice period for planned downtime.
- How emergency maintenance is handled.
- Whether release notes are provided.
- Whether release notes include new features, bug fixes, security fixes and service impacts.
- How failed updates are rolled back.
- How deprecated, retired or end-of-life features are communicated.
- Maintenance, upgrade and lifecycle management arrangements for the proposed system.

7. Business Continuity and Disaster Recovery

Tenderers should describe how the system is protected against service disruption, data loss or infrastructure failure. Tenderers should provide information on:

- Backup arrangements.
- Backup frequency and retention.
- Disaster recovery arrangements.
- Recovery Time Objective.
- Recovery Point Objective.
- How often recovery procedures are tested.
- How customers are informed during major outages or service disruption.
- How the system is protected against infrastructure failure or data loss.

8. Availability and Service Levels

Tenderers should describe the proposed system availability, performance and support arrangements. Tenderers should provide information on:

- Proposed uptime commitment and any service level guarantees.
- How planned downtime is managed.
- How unplanned outages are communicated.
- Support hours and escalation process.
- Expected system response times for key activities such as logging in, loading forms, uploading documents, running reports and progressing workflow stages.
- How the system supports peak demand and high usage periods.
- Any known limits on concurrent users, transactions, file uploads, reports or workflows.
- Supported browsers, operating systems and device types.

9. System Architecture & Network Security

Tenderers should describe the hosting model, system architecture and network security controls for the proposed system. Tenderers should provide information on:

- Hosting model, including whether the system is cloud-hosted, supplier-hosted, on-premises, hybrid or SaaS.
- High-level system architecture along with a system architecture diagram.
- Hosting location and hosting provider, where applicable.
- Separation of production, test and development environments, where applicable.
- IP allowlisting support, where available.
- Geographic access restrictions or geo-blocking capabilities, where available.
- DDoS protection or equivalent service protection.
- Secure API authentication, where APIs are provided.
- Secure administrative access to the platform.
- How customer data is separated from other customers, where applicable.

10. Supplier Security Assurance

Tenderers should provide information on their organisational security assurance arrangements. Tenderers should provide, where available:

- ISO 27001 certification or equivalent.
- SOC 2 Type II report or equivalent assurance report.
- Cyber Essentials Plus or equivalent certification.
- Security policies and governance arrangements.
- Security training for supplier staff.
- Details of subcontractors involved in hosting, supporting or operating the system.
- Any annual security compliance attestation or independent assurance reports.

11. Artificial Intelligence

Where the proposed system includes artificial intelligence, machine learning, analytics or automated decision-making, Tenderers should clearly describe this functionality. Tenderers should provide information on:

- What AI or automated functionality is included.
- What data is processed by AI functionality.
- Whether AI features can be disabled.
- Whether City of Dublin ETB data is used to train or improve AI models.
- Confirmation that City of Dublin ETB data will not be used for AI model training without explicit written approval.
- Any third-party AI providers involved.

12. Accessibility & Irish Language Act

Tenderers must confirm whether the proposed system meets WCAG 2.2 Level AA standards and supports compliance with the Official Languages Act and associated Irish language obligations.

Any proposed system should be compatible with people using screen readers, keyboard-only navigation, screen magnification, voice control, or users with visual, hearing, motor or cognitive impairments. Tenderers should provide information on:

- WCAG 2.2 compliance status.
- Keyboard navigation and screen reader compatibility.
- Support for bilingual operation in Irish (Gaeilge) and English.
- Whether Irish (Gaeilge) is supported as a system language alongside English.
- Availability of Irish language support across staff, administrative and end-user portals.
- Availability of Irish language support within public-facing applications, forms, workflows, notifications and communications.
- Ability for users to select and switch between Irish and English.
- Support for translation and management of bilingual content.
- Any limitations relating to Irish language support.
- Roadmap or plans to enhance Irish language functionality, where applicable.

13. Exit Plan and Data Portability

Tenderers should provide information on the exit plan and data portability arrangements.

Tenderers should provide information on:

- How City of Dublin ETB data can be exported.
- Available export formats.
- Whether documents, audit logs, workflow history, metadata and reports can be exported.
- Any costs associated with data export or migration support.
- How long data remains available after contract termination.
- How City of Dublin ETB data is securely deleted.
- Whether written confirmation of data deletion can be provided.
- Support available during transition to another system or supplier.

This criterion will be evaluated based on the totality of the Tenderer's response.

Tenderers must achieve a minimum of 60% under this criterion in order to proceed further in this competition.

D	Reliability and Continuity of Supply including proposed project team	20%	2,000	1,200
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A Page limit of 4 x A4 Pages applies

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Section 5.1 (above)

The purpose of this criterion is to establish the extent to which the Contracting Authority may place due confidence in the tenderers ability to provide the services as specified. The Contracting Authority will consider the references received independently from previous clients of the tenderer, in addition to those from within City of Dublin ETB over previous contracts. Tenderers must complete the attached Referee Form (Appendix 7) as part of this criterion. Where applicable, the Contracting Authority reserves the right to carry out site visits if it deems such visits to be appropriate in accordance with this criterion.

Tenderers should provide details of the proposed project team to include but not limited to implementation consultants, project manager, technical/solution architect, data migration lead, integration specialist, training/support personnel and account/contract manager.

Tenderers should provide CV's/Profiles for key personnel including experience delivering comparable systems.

This criterion will be evaluated based on the totality of the Tenderer's response.

Tenderers must achieve a minimum of 60% under this criterion in order to proceed further in this competition.

E	Green Procurement Initiatives, Environmental, Social and Sustainability Considerations	5%	500	300
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A Page limit of 4 x A4 Pages applies

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Section 5.1 (above)

Tenderers should outline their approach to minimising environmental impact. Tenders will be assessed on their demonstrated commitment to work practises that limit environmental impact and promote sustainability. To include Carbon Footprint, energy-efficient hosting arrangements, sustainable digital practices, paperless workflows, diversity and inclusion, and conformity to Energy Efficiency standards.

Tenderers should detail evidence if any, of environmentally friendly initiatives which support and promote an inclusive community response to protecting the environment

This criterion will be evaluated based on the totality of the Tenderer's response.

Tenderers must achieve a minimum of 60% under this criterion in order to proceed further in this competition.

NOTE 1: Tenderers should note that they must achieve a minimum rating of 60% for each of the individual qualitative criteria (A) to (D) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

90 – 100%	Outstanding
80 – 89%	Excellent
70 – 79%	Very Good
60 – 69%	Good
Less than 60%	Unacceptable

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	2,500*
Formula employed	$\frac{2,500* \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

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

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

6.2.1 Post Tender Clarification

At the discretion of City of Dublin ETB, 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.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period

6.2.2 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.

6.2.3 Clarification of Abnormally Low Tenders

If City of Dublin ETB 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 City of Dublin ETB in respect of all elements of the tender submission that City of Dublin ETB deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address City of Dublin ETB's concerns, may, at the discretion of City of Dublin ETB, result in the elimination of the tender in question based on it being considered abnormally low.

6.2.4 Right to Confirm Suitability

Tenderers should note that City of Dublin ETB 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

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as detailed below). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **18.00 hours (Irish Time) on Wednesday 12th August 2026.**

It is the responsibility of the tenderer 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**

(b) Language

Tenders may be submitted in English or Irish

(c) Queries

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is **18:00 Hours (Irish Time) on Wednesday 5th August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this competition.

Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority reserves the right to issue or seek written clarifications.

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

(d) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. 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.

(i) 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.

(j) 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 Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

Note: The Contracting Authority will be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

(k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that 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 or subcontractor 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. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority, disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(l) Freedom of Information Acts

All responses to this invitation to 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 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 confidentiality or commercial sensitivity. 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers, tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(n) 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 in accordance with section 523 of the Taxes Consolidation Act 1997. Any and all taxes applicable to the supply of the subject of this competition will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005 (as amended), Data Protection Act 2018 and Official Secrets Act 1963 (as amended). 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 and construed in accordance with Irish law.

(p) Dignity at Work

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

(q) 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.

(r) 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. 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.

(s) Change in the Composition of a Tender

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.

(t) 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.

(u) Notification of Tender Evaluations

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

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

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

(v) Award Notices

Following the formal conclusion of the framework agreement, an award notice will be despatched to tenders announcing the results of the competition.

(w) 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.

(x) 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 licence to use such material but only for its own purposes (to be agreed with the successful tenderer)

(y) 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".

(z) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer

(aa) 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 to source the requirement with more than one service provider.

The invitation to 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.

(bb) 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. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(cc) Accessibility

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.

(dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender'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.

(ee) 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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(ff) 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.

(gg) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) Anti-Competitive Conduct

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

(ii) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

(JJ) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data Protection 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 any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

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

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the tenderer in this competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk) Transfer of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the TUPE Regulations.