

SINGLE - PARTY FRAMEWORK AGREEMENT

OPEN PROCEDURE

REQUEST FOR TENDER

Title	Design, delivery and implementation of a performance management framework and associated services
Contracting Authority	Institute of Public Administration
Procedure	Open – National level
eTenders RFT ID	8791283
Issue Date	Monday, 10 August 2026
Closing Date for Queries	5pm (Irish Standard time) Friday 21 August 2026
Closing Date for Tender Submissions	12noon (Irish Standard time) Friday 04 September 2026
Maximum Framework Value	€200,000
Contact for Queries	Via the messaging portal on eTenders.
Format for submission of tenders	Electronic submission facility on www.etenders.gov.ie only

Notes:

- 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 has 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.
- Please upload your response as a ZIP FILE to protect the integrity of the file names.

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Table of Acronyms and Definitions

The information below is provided for reference purposes only and the acronyms/definitions used both in this Request for Tender and in the Tender Response Document are provided in alphabetical order. The Contracting Authority accepts no responsibility for any omissions from this list.

Acronym/Definition	Expanded Term/Meaning
AI	Artificial Intelligence
Call-Off Contract	Any call-off contract to be awarded to the Framework Member pursuant to the Framework Agreement.
Competition	This procurement process conducted by the Contracting Authority for the award of the Framework Agreement.
ELT	Executive Leadership Team
Framework Agreement	The agreement to be entered into between the IPA and the Successful Tenderer.
Framework Member	The Successful Tenderer who enters into the Framework Agreement with the IPA.
HR	Human Resources
HRIS	Human Resources Information System – the software system used to store and process employee data within the organisation.
ICT	Information and Communications Technology
IPA	The Institute of Public Administration
NUI	National University of Ireland
PMDF	Performance Management Development Framework – the term used in the IPA as an umbrella term to include all aspects of Performance Management including the process, software system, training and artifacts.
PMDS	Performance Management Development System – the term used across the Public Service for performance management.
RFT	Request for Tender
SME	Small and Medium Enterprises

Tenderer	A single entity or a consortium / group of entities who is submitting a Tender (but does not include any proposed sub-contractors of the Tenderer).
TRD Tender Response Document	The document to be used by Tenderers in preparing their response to the Request for Tender.

Disclaimer

This Request for Tender (RFT) 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 RFT documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the RFT 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 RFT 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.

At its absolute discretion, the Contracting Authority may elect to terminate this procurement competition at any time. No contractual rights will exist unless a formal written Framework Agreement has been executed on or on behalf of the Contracting Authority.

Use of eTenders

Please note that information relating to this RFT, 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. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Use of a Tender Response Document

The Contracting Authority has provided a Tender Response Document (TRD) as a separate document for Tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD. Failure to use the Tender Response Document may result in your elimination from this Competition.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Resource Allocation Schedule
- Appendix 2 – Draft Single Party Framework Agreement Terms and Conditions.
- Appendix 3 – Draft Services Contract.
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

The Institute of Public Administration (IPA) (hereinafter referred to as the “IPA”) is the Contracting Authority responsible for this procurement.

Operating under the aegis of the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, the Institute of Public Administration (IPA) plays a fundamental role within Ireland’s Public Service as a trusted, independent learning partner in capability and leadership development.

A Recognised College of the National University of Ireland (NUI), the Institute delivers learning and leadership development that is evidence based, practice led and focused on application at a whole-of government level.

The IPA’s purpose is to strengthen the capability and leadership required to meet complex demands, make sound decisions and contribute to better public services for the people of Ireland – in accordance with the pivotal role it plays in supporting the Government’s *Better Public Services: Public Service Transformation 2030 Strategy*.

At the heart of its Statement of Strategy for 2026–2030, *Learning for Tomorrow – Empowering Ireland’s Future-Ready Public Service*, lies a clear proposition: learning is a strategic lever for strengthening Public Service capability, leadership and delivery. Its mission continues to support a Public Service that can adapt to change, work collaboratively across the system, and translate policy intent into effective delivery and public value.

United by a common goal to empower the Public Service, the IPA’s multiple specialist services include:

- NUI-accredited learning that brings academic credibility, intellectual rigour and evidence-based insight to complex leadership, governance and Public Service challenges.
- Professional development and advisory services, including sector-specific forums and events such as the annual Governance Forum, that strengthen applied capability across the Public Service, supporting public servants to develop the practical skills, judgement and collaborative approaches required in their roles.
- Executive leadership development for the most senior levels of the Public Service, which supports leaders in navigating complex strategic environments, system leadership challenges and cross-government priorities.
- Self-paced digital learning and development programmes for continuous improvement that enable high-quality learning to operate confidently at scale, extending reach, accessibility and consistency across the Public Service.

The evolution of the IPA is one of collaboration, transparency and unwavering commitment to delivering value to the Public Service. Through its people, programmes and partnerships, the IPA continues to empower Ireland’s public servants to meet tomorrow’s challenges today, ensuring that the Public Service remains equipped to drive positive change in Irish society.

Further information is available on www.ipa.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 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, personnel, 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 contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 ABOUT THE FRAMEWORK AGREEMENT

2.1 Type of Framework Agreement

This Competition relates to the establishment of a Single-Party Framework Agreement for the Design, delivery and implementation of a performance management framework and associated services.

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. In the context of a single-party framework agreement, the successful Framework Member does not have to compete for each new contract. The award of the Framework Agreement does not constitute a guarantee by the IPA to purchase any specific quantity of supplies or services from the Framework Member.

The Framework Agreement will be awarded to the Tenderer who submits the most economically advantageous Tender. The most economically advantageous Tender will be determined by the application of the Award Criteria during the Tender Stage.

The Contracting Authority intends to award the Initial Call-off Contract to the Successful Tenderer at the same time as the Framework Agreement. Under the Framework Agreement, subsequent Call-off Contracts may be awarded to the Framework Member at the discretion of the Contracting Authority. The Contracting Authority shall not be obliged to award any particular number of subsequent Call-off Contracts or any particular value. The Framework Agreement is not exclusive, and the Contracting Authority reserves the right to award contracts for services relating to the requirements set out in this RFT to third parties.

2.2 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the successful Tenderer selected following the tender stage and the application of the award criteria. Thereafter the Framework Member will be considered for the award of any Call-off Contract within the scope of the Framework Agreement. The Contracting Authority reserves the right to procure any Services outside of the Framework Agreement.

2.3 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four (4) years, subject to strategic alignment, satisfactory annual review of performance and budgetary considerations.

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.

2.4 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €200,000 excluding VAT. It is emphasised, however, that the total figure is provided for indicative purposes only and provides in effect an expenditure envelope for contracts awarded under the Framework Agreement. This figure is not and should not be interpreted as a budget. There is no guaranteed expenditure under the Framework Agreement. This figure reflects the potential scope of work that might be contracted for within the remit of the Framework Agreement over the lifetime of the Framework Agreement.

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

2.5 Scope of the Initial Call-off Contract

It is anticipated that the Contracting Authority will award an Initial Call-off Contract at the same time as the Framework Agreement. Details on the Initial Call-off Contract are provided in Section 3.2 below. It should be noted that the Contracting Authority may at its sole discretion establish the framework agreement without awarding the initial contract should the circumstances so dictate.

2.5.1 Duration of the Initial Call-off Contract

The Initial Call-off contract will cover the provision of the services outlined in Section 3.2 below over a maximum period of six (6) months, subject to strategic alignment, satisfactory performance and budget availability.

2.5.2 Estimated Value of the Initial Call-off Contract

The estimated value of the initial call-off contract is in the region of **€50,000 - €65,000** (ex VAT).

2.6 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 required)	September 2026
Award decision	September 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.

2.7 Awarding Contracts under the Framework Agreement

Contracts under this single-party framework agreement 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.

2.7.1 Nature of Additional / Call-Off Contracts under the Framework Agreement

The Contracting Authority anticipates that Call-off Contracts which may be awarded under the Framework Agreement may include contracts for:

- Follow-on services to the initial contract (e.g. training, reviews, process improvement, framework alignment)
- New services directly linked to the initial contract and/or scope outlined above
- New requirements aligned to the framework.

For the avoidance of doubt, the Contracting Authority confirms that the period of any Call-off Contracts, awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement.

2.8 Right to tender outside of the Framework Agreement

The Contracting Authority intends to use the Framework Agreement for the procurement of requirements falling within its scope during its term. However, it reserves the right to procure such Services outside the Framework Agreement without reference to the Framework Member. Award of the Framework Agreement does not guarantee the award of any Call-off Contract to the Framework Member (with the exception of the Initial Call-off Contract, which is anticipated to be awarded at the same time as the Framework Agreement), nor does it give the Framework Member the right to be consulted in respect of, or tender for, any requirements falling within the scope of the Framework Agreement.

2.9 Award to Runner Up

If, for any reason, it is not possible to award the Framework Agreement to the highest ranked Tenderer following the conclusion of this Competition, the IPA reserves the right to award the Framework Agreement and Initial Call-off Contract to the next highest scoring Tenderer at any time during the Tender Validity Period without reopening the Competition. This shall be without prejudice to the right of the IPA to cancel this Competition and/or to initiate a new contract award procedure at its sole discretion.

2.10 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 Agreement Terms and Conditions as appended at Appendix 2. Individual Call-off Contracts issued under this Framework Agreement will be subject to the Services Contract included as Appendix 3.

Tenderers are required to review these framework agreement terms and conditions and services contract 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.

3 DETAILED SPECIFICATION OF REQUIREMENTS

3.1 Requirement Background

The IPA is seeking to engage a partner organisation to design, deliver and implement a performance management framework and associated services for its employees.

The purpose of performance management is threefold.

- (i) Firstly, performance management can enable effective organisation strategy implementation by ensuring individual's objectives are fully aligned and to support the development of employees in line with the IPA mission, strategy and values. A well designed and implemented system can support the high-quality standards expected of a valued institution and develop the potential of a talented workforce.
- (ii) Secondly, performance management provides a formal mechanism to ensure that all employees are supported and have the appropriate development opportunities to enable them to deliver high quality performance. The process includes support for professional and career development as well as performance management.
- (iii) Finally, performance management is a requirement as set out in various Public Service Agreements, and forms part of the IPA's strategy.

The PMDS (performance management and development system) concept is familiar within the IPA and it now requires a bespoke policy and process, including an online technical solution, as well as change management and training for effective implementation.

***Please note:** Should the scoping exercise result in a decision by the IPA to purchase a separate software solution, the procurement of this system will fall outside of the scope of this tender.*

The IPA's workforce comprises approximately 100 employees across a variety of job roles including academics, specialist training professionals, librarians, technical staff, professional staff, administrative staff and support staff.

The Institute seeks a single performance development framework and system ensuring a coherent organisational approach to performance management in the spirit of 'One-IPA'. There is a co-existing requirement to accommodate the distinct contribution models associated with different professional groups, including academic staff, professional services staff and leadership roles. The system should enable consistency of process whilst supporting differentiated performance frameworks aligned to role requirements and sectoral norms. The performance management framework will need to be sufficiently flexible to apply to all job roles and at all grades from executive leadership level to junior staff.

As with all Public Sector organisations, there is no link between performance management and pay or reward.

The Support and Implementation Partner will lead the project, working closely with the IPA's HR team, and liaising with the Executive Leadership Team. It is imperative that the Implementation and Support Partner actively leads throughout all stages of the project, working collaboratively with the IPA team.

3.2 Detailed Specification of Requirements for the Initial Call-off Contract

This Competition is for an Initial Call-off Contract to support the IPA in the design, delivery and implementation of a performance management framework the requirements for which are set out below with reference to objectives and deliverables under each heading.

The integration or linking of PMDS to the IPA Learning and Development strategy and/or Learning Management System does not fall under the scope of the initial contract.

The specific details are listed below, categorised in seven key stages, each of which must be addressed clearly in your response.

3.2.1 Project Initiation and Discovery

Objectives:

The Tenderer will establish a clear understanding of organisational needs, structure, and culture. The Tenderer will build stakeholder alignment and engagement

- Introductory meeting with Head of HR and Director of Corporate Services
- Engagement with the Executive Leadership Team (ELT)
- Identification of key stakeholders across staff categories
- Review of Organisational strategy and workforce structure

Arrange and facilitate consultation meetings with stakeholders including the Executive Leadership Team, HR team, representatives from management and staff.

Prepare a project plan from initiation to implementation and review.

Deliverables:

Project plan with milestones and timelines

Stakeholder map and engagement plan

3.2.2. Benchmarking and Best Practice Review

Objectives:

The Tenderer will, based on their existing knowledge and research, provide insight into how similar organisations in the public service manage performance.

The Tenderer will identify models appropriate for the IPA's diverse workforce

- Presentation of benchmarking data from comparable organisations
- Overview of different performance management approaches (e.g. annual appraisal, continuous performance, competency-based frameworks)
- Identification of key success factors and common pitfalls

There is a preference for one model, in the spirit of One-IPA, with sufficient flexibility to apply the model to a range of job categories including academic staff.

Deliverables:

Benchmarking report for HR and ELT.

Recommended guiding principles for framework design

3.2.3 Performance Management Framework Design

The Tenderer will conduct consultations with stakeholders and HR.

The Tenderer will co-design, with HR, a performance management framework that may include:

- Performance philosophy and guiding principles
- Goal-setting approach (e.g. objectives, outcomes, values and behaviours)
- Performance review and developmental feedback model (e.g. continuous feedback, formal checkpoints)
- Manager and employee roles and responsibilities
- Linkages to learning and development for performance in current role and development for future career.
- Flexibility in application for different job categories (academic, professional, support) and for all grades from junior to executive level.
- Governance, moderation and quality assurance mechanisms
- Test framework applicability across the job categories as described in introduction.
- Inclusion, equality and bias-mitigation considerations

Deliverables:

Documented Performance Management Framework.

Supporting process maps and user journeys

Documentation templates (PMDS form)

3.2.3.1 Organisation Design and Capability Considerations

As part of the performance management framework design, the Tenderer will:

- Consider the organisation's structure, roles and accountabilities and how these support performance
- Identify capability requirements for leaders and managers for effective performance management and support development of staff.
- Define behavioural expectations and leadership practices that reinforce the desired performance culture

- Support HR in determining any necessary changes to policies, role profiles or governance structures to support effective implementation.
- Alignment of framework with organisational values

Deliverable:

Ensure PMDS framework is operable within IPA structure and aligned to IPA values

3.2.3.2 Change Management and Stakeholder Engagement

The Tenderer will:

- Develop a change management approach aligned with the IPA's culture and capacity
- In conjunction with HR, lead the process in engaging leaders, managers and employees throughout the design and implementation phases
- Design and deliver workshops, briefings or focus group sessions to consult with management and staff cohorts.
- Refinement workshops with HR and ELT
- Develop communications materials to support understanding and adoption of the new approach

Deliverables:

Change and engagement plan; communication and engagement materials; training and workshops as needed.

3.2.4. Enabling Tools and Systems

The Tenderer will work closely with HR and ICT to:

- Identify functional requirements for any enabling performance management tools or systems
- Advise on options for tools or systems to include the IPA's In-house HRIS system or an alternative software solution compatible with the IPA's In-house HRIS system.
- Support HR in the scoping of requirements, configuration and implementation of a system as an enabler of the agreed PMDS framework.
- Ensure system design aligns with the agreed performance processes and user experience
- Consider reporting and dashboard functionality for HR and users
- Potential AI enablers to enhance the process from the user perspective and HR administrative perspective.

Deliverable:

Assist the IPA in the implementation of a software solution to enable operation of PMDS between employees, manager and HR.

Note 1: Should the scoping exercise result in a decision by the IPA to purchase a separate software solution, the procurement of this system will fall outside of the scope of this tender.

Note 2: Tenderers should note that it is intended that any software solution will be in place from the outset of the launch of PMDS.

3.2.5. Training and Capability Building

As part of the project, the Tenderer will be required to design and deliver training for managers and staff including:

- the principles and policy of PMDS – What is PMDS and what does it mean for me.
- giving and receiving feedback,
- coaching approaches (for managers)
- managing performance conversations
- objective setting
- administering PMDS documentation process
- how the process works and how to use the software
- use of public sector capability framework for guidance

After the launch of PMDS, it is intended that the IPA will run training sessions as required on an ongoing basis. All training provided by the Tenderer during the implementation phase will subsequently be provided by the IPA through OneLearning, IPA staff, or through a provider of the IPA's choice.

The Tenderer will work with HR and the IPA team to ensure that training materials and artefacts are available and suitable for the IPA's use after the launch. Intellectual property rights for all content will be owned by the IPA.

Deliverables:

All IPA managers and staff trained in advance of launch

All training materials provided to IPA for use post-launch

3.2.6. Implementation and Embedding

The Tenderer will lead on the implementation and support the organisation post implementation

- Deliver project plan and phased implementation of the performance management approach
- Launch of the performance management framework for IPA staff
- Troubleshooting issues during early adoption
- Support for first cycle (goal setting or review phase)

• Ensure guidance materials, toolkits and templates for managers and employees are available and understood • Ongoing advisory support to HR • Provide mechanism for review of quality and impact of PMDS Deliverables: Implementation plan, training materials, manager toolkits, pilot review outputs.
3.2.7. Evaluation and Continuous Improvement The Tenderer will set up processes for sustainability and ongoing effectiveness through • Provide post-implementation support to address issues and reinforce adoption • Work in partnership with HR in developing plans for ongoing governance, review and continuous improvement • Collection of feedback from managers and staff, and identification of improvements Deliverable: Plan for review of effectiveness of PMDS
Note 1: All administrative support services throughout the project to be provided by the Tenderer.
Note 2: The integration or linking of PMDS to the IPA Learning and Development strategy and/or Learning Management System does not fall under the scope of the initial contract.
Note 3: The IPA operates on a calendar year basis, and the intention is to have a Performance Management process and system in place for launch in Q4 2026 for commencement in January 2027.

3.3 IPAs Understanding of Resources

3.3.1 Level 6 – Managing Director / Partner / Subject Matter Expert

Provides strategic leadership, executive advisory services, and deep specialist expertise. Oversees complex programmes and portfolios, shapes client outcomes, and ensures alignment with organisational objectives through governance, quality assurance, and thought leadership.

3.3.2 Level 5 – Director / Principal / Senior Manager/ Subject Matter Expert

Leads large-scale programmes and transformational initiatives, maintaining accountability for delivery and business outcomes. Builds and manages relationships with senior client

stakeholders, provides strategic advice, resolves complex challenges, and ensures delivery remains aligned to client priorities and expectations.

3.3.3 Level 4 – Manager/ Subject Matter Expert

Leads project delivery, managing scope, timelines, budgets, risks, and stakeholder engagement. Acts as the primary day-to-day client contact, facilitating decision-making, managing expectations, and ensuring delivery meets agreed objectives, quality standards, and business requirements. Develop training programmes and ensure plan for delivery.

3.3.4 Level 3 – Senior Consultant/ Subject Matter Expert

Leads workstreams and delivers complex analysis, recommendations, and solutions. Works closely with client stakeholders to gather requirements, facilitate workshops, communicate progress, and support implementation activities. Provides subject matter expertise and oversees junior team members. Lead on delivery of training programmes.

3.3.5 Level 2 – Consultant

Delivers project activities through research, analysis, stakeholder engagement, and documentation. Collaborates with client teams to understand requirements, develop deliverables, and support solution implementation. Applies established methodologies and best practices to achieve project objectives. Assist in delivery of training programmes.

3.3.6 Level 1 – Junior Consultant / Analyst

Supports project delivery through research, data analysis, reporting, and administrative activities. Engages professionally with client stakeholders when required, contributing to workshops, interviews, data collection, and project documentation. Co-ordinates arrangements for training programmes.

Summary Progression

- **Level 6:** Strategic leadership and industry expertise.
- **Level 5:** Programme leadership and business outcomes.
- **Level 4:** Project and team management.
- **Level 3:** Workstream leadership and specialist delivery.
- **Level 2:** Independent consulting and analysis.
- **Level 1:** Foundational support and analytical capability.

3.3.7 Additional Resources

If a tenderer identifies a resource that is not listed above, please provide details within award criterion B. This resource can be included in the Appendix 1 – Resources allocation schedule, in the “other” column and also in the Form of tender Table 1 – under the row “other”.

3.4 Resource Allocation Schedule

To assist the Contracting Authority clearly understand how the requirements will be met, and more specifically which resources will be allocated per stage, tenderers are required to populate Appendix 1 – Resource Allocation Schedule. This will be evaluated as part of **Award Criterion B - Quality and expertise of the proposed team.**

3.3 Contract Management

Tenderers should provide details of the Contract Manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined below in addition to proposals for management of complaints including escalation procedures and protocols.

The Contract Manager will act as the main point of contact for the duration of the framework agreement and shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Be fully available and contactable during operational hours to nominated Contracting Authority staff
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings
- Deal effectively with disputes, complaints, queries or concerns that cannot be immediately adequately resolved including management of an escalation process for unresolved issues impacting on the successful Tenderer's obligations.
- Provide details of contract management reports proposed including content, financial payment, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings over the life of the framework agreement.

NOTE: Tenderers should note that contract management activities will be non-billable.

3.4 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework operator. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful Tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated the Contracting Authority reserves the right to revert to the Tenderer who finished in second place in this competition within the tender validity period.

3.5 Delivery Locations

It is anticipated that services will be delivered both remotely and in-person at the IPA's premises in Dublin as required.

3.6 Replacement Personnel

During the term of the contract/framework, notification must be sent in writing as soon as possible to the IPA on any proposed change of Key Personnel included in the Tender, accompanied by details of the proposed change, such change to be subject to the prior written approval of the IPA. Replacement personnel must be of equal or better standing than the existing Key Personnel in terms of qualifications and experience, and the IPA will require this information to be conveyed in the form of a detailed CV prior to considering to any proposed change. Any change in Key Personnel is conditional on the prior written approval of the IPA.

3.7 Sustainability Requirements

Tenderers as part of their response should provide details on how the three principles of sustainability, whether Social, Economic or Environmental might be applied in delivering the Contracting Authority's requirements detailed in this request for tender.

3.8 Innovation and Added Value

Tenderers are required to provide details of how innovative solutions or value-added services they feel would enhance their solution but will have no additional cost to the Contracting Authority

4 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 Tenderers' 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 required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, Tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.3 and 4.4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime Entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractors) **will not** be accepted or responded to.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability 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.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 1.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 1.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

- Ensure Section 1.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 2.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

4.3 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.

4.3.1 General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individuals responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
4.3.2 Declarations
Tenderers must complete, sign and date these Declarations: a) 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.

- b) 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.
- c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 ("GDPR").

The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.

Note: Where a consortium is successful, each member of the consortium may be required to complete this Declaration of Bona Fides.

4.3.3 Financial and Economic Standing Declaration

Tax	Tenderers must confirm 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.
Turnover and Financial Standing	Tenderers must provide: (a) A confirmation that the tendering party's turnover exceeded €150,000 during each 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) A confirmation from an independent third party of the tendering party's 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 contracts. In the case of a Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead. In the case of firms more recently established evidence of pro-rata turnover will suffice.
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm 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 below.

	A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of the Contract, be required to: a) immediately advise the Contracting Authority of any material change to its insured status b) produce proof of current premiums paid upon request c) produce valid certificates of insurance upon request	
	Insurance Type	Required Value €
	Employer's Liability	€13 million for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance.
	Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence per period of insurance
	Professional Indemnity	€500,000 for any one claim per period of insurance

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.

4.4 Technical Capacity Requirements

4.4.1 Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable experience/projects, involving the features as defined in the TRD. Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered services of a comparable nature and scale on three (3) occasions. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

The contracts listed should be chosen to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: Where the Tenderer is a grouping relying on the resources of others to meet the previous experience requirement, at least one of the projects must have involved the 3rd party identified in Section 1.1 of the TRD.

Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that this is a pass/fail criterion, and the Contracting Authority may deem a Tenderer inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Note #5: Any reference contracts presented must have been substantially delivered by the Tendering party to independent clients. Internal (in-house/in-group) contracts within an organisation or corporate grouping will not be considered.

4.4.2 Quality Assurance Management System

Tenderers must demonstrate their capability to ensure the delivery of a quality service by providing information on the measures, standards, policies and oversight in place. Any Quality Management, Best Practice and Standards Adherence measures cited must be pertinent to the subject matter of this procurement process and relevant to the Tenderer responding to this Request for Tender. Please complete the TRD.

5 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 considering 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 Marks – 50%
	35%	3,500	1,750
Title	Methodology for Service Delivery		
Description	Tenderers are asked to outline a high-level approach on how they propose to deliver the work specified for all elements detailed in the specification. The response to this section should include: i. A detailed statement demonstrating their understanding of requirements of the project / capacity to provide the service. ii. Detailed breakdown of how the specification is to be delivered to the required standard. iii. Provide a detailed project plan including timelines, milestones and assumptions iv. Demonstrate a clear understanding of the issues that may arise in respect of the provision of requirements, outline these issues and describe your approach to the management of such issues. v. Outline risks associated with the provision of the requirements and propose measures to mitigate against such risks. vi. Outline the expected resource commitment from the IPA during the project in terms of (i) senior management (ii) HR team (iii) other IPA colleagues vii. Outline how the design of the framework will accommodate different job categories within one overall system and process. The methodology should make reference to the various groups of employees within the IPA and the various levels of seniority. Finally, it is vital that tenderers, as part of their response to this criterion, address the specific objectives and deliverable for each of the seven stages identified in Section 3.2.1 to 3.2.7 of this RFT. The response submitted under this criterion should be no more than Eight (8) pages.		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	35%	3,500	1,750

Title	Quality and expertise of the proposed team & Contract Management		
Description	Tenderers are required to nominate a team of experienced professionals to deliver each stage of the specification of services outlined. CVs of the individuals proposed should clearly indicate their roles and relevant expertise gained via similar projects as well as their qualifications in relation to the specification of services, including: ▪ Performance Management policy and process development ▪ Workshop design and facilitation ▪ Project management ▪ Development of communication tools for employees Tenderers are required to provide confirmation of the availability of the project team in the timeframe outlined. Tenderers are required to populate Appendix 1 - Resource allocation Schedule. Please refer to section 3.4 of this RFT for guidance. Tenderers should describe their approach to contract management in the delivery of the service outlined above to include the following: ▪ Who will be accountable for the day-to-day management of the service ▪ Communications process, liaison and reporting structure as well as performance management and escalation procedures and timeframes. ▪ Outline of Quality Assurance procedures by which the quality of the service provided will be monitored.		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	5%	500	N/A
Title	Sustainability Requirements and Innovation and value add		
Description	With reference to Sections 3.7 and 3.8 of the request for tender document, Tenderers must outline their proposals for integrating sustainable considerations into the service, which must be pertinent to the subject matter, and appropriate. In addition, any proposals for innovation / value add should be provided, which should be over and above standard contract offerings.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	25%	2,500	N/A
Title	Ultimate Cost – For the purpose of evaluation		

Description	Tenderers are required to complete Table 1 contained within the Form of Tender as part of the Response Document.
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NOTE 1: Tenderers should ensure in their tenders 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.

5.1 Methodology for Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding response demonstrating detailed and very clear 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.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

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

5.2 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	2,500
Formula employed	$\frac{2,500 \times A}{B}$

5.3 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.

5.4 Verification

Award of contract/membership of the framework agreement 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.

5.5 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.

5.6 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 agreement and award of any contract

6 INSTRUCTIONS FOR TENDERERS

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

6.1 Multiple Participation

All Tenderers should note that if any individual member of a grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a statement declaring that they are aware of this 'multiple participation' and this has been brought to the attention of all the groupings they belong to.

6.2 Queries

The closing date for the queries are specified on the title page.

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

In circulating responses, queries will be anonymised and will be published in the CfT Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

6.3 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. 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.

6.4 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 calendar 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.

6.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, 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 that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the 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.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

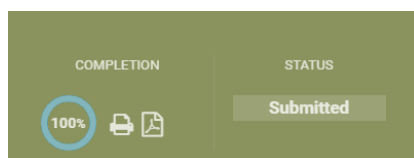
6.5.1 Accessing Documents

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
- (a) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (b) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (c) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (d) Complete the “Association with the CfT” tab.
- (e) This will then provide you with a link to the “Tender” tab under the Show CfT Menu to enable you to upload your response.

6.5.2 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 and an email directly to the inbox of the person who submitted the response, you have not formally submitted your tender.

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 click the “Submit” button.

Please upload your response as a ZIP FILE to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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/framework 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.

6.17 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.

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

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) calendar days from the date of notification of unsuccessful tenderers ('standstill period').

6.19 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.

6.20 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.

6.21 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).

6.22 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".

6.23 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.

6.24 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.

6.25 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 RELEVANT LEGISLATION

The place of supply will determine the applicable terms and conditions under which supply will be made and place specific obligations on the Contracting Authority to comply with relevant legislative requirements as follows:

7.1 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.

7.2 Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable.

- The Safety, Health & Welfare at work Act 2005

7.3 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.

7.4 Accessibility / Dignity at Work

The successful tenderers 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.

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.

7.5 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).

7.6 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 and any subsequent clarifications 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.

7.7 International Procurement Instrument

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

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

7.8 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial

contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

7.9 Late Payment

The Contracting Authority operates in accordance with 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.

7.10 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 (“General Data Protection Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, 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.

7.11 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 supply chain and related risk factors.