Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

INVITATION TO TENDER FOR THE PROVISION OF MEDIA MONITORING SERVICES FOR THE CENTRAL BANK OF IRELAND

Reference: 2026P060

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1. INTRODUCTION

1.1 PURPOSE OF THIS DOCUMENT

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

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

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

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

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

(e) documents which must be completed and included as part of the Tender (Appendices 1A, 1C, 2, 3 and 6)

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

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

It is very important that Tenderers read all of the Tender Documents in full and ensure they are fully familiar with the Central Bank's requirements and the Competition rules. Failure to do so, and/or to comply with the rules, may mean that a Tenderer is eliminated from the Competition, even if it has in principle submitted the best Tender. In the event that Tenderers have a specific query in relation to the Tender Documents, such query should be submitted to the Central Bank in accordance with section 2.5 below.

1.2 THE CONTRACTING AUTHORITY

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

1.3 THE OPPORTUNITY

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

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

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

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

1.4 THE CONTRACT

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

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

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

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

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

2. THE COMPETITION

2.1 STRUCTURE OF THE COMPETITION

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

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

Tender Milestone	Date
Issue of ITT	19 August 2026
Closing date for receipt of queries	2 September 2026
Deadline for receipt of Tenders	18 September 2026

2.2 TENDER SUBMISSION

2.2.1 **The closing date and time for receipt of Tenders is 12:00 am on 18 September (“Closing Date”).** Tenders must be received by the Closing Date. The Central Bank has the right to extend the Closing Date for receipt of Tenders, and if it does so it will notify Tenderers via the eTenders website (**www.etenders.gov.ie**). Tenderers will see from the Tenderer’s Statement in Appendix 2 that Tenders are required to be kept open for acceptance for a specified period from the Closing Date.

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

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

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

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

2.3 TENDER CONTENTS

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

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

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

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

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

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

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

2.4 COMPLIANCE

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

2.4.2 Tenderers must comply with this ITT, and must not alter or edit it in any way (save for completing sections where instructed to do so). Tenders must not be qualified in any way (this includes making the Tender expressly or implicitly conditional on certain assumptions). Tenders must not include, or be accompanied by, any statement that could be construed as rendering the Tender equivocal, or which puts the Tender on a different footing from other Tenders. Tenders must contain all the information which this ITT requires to be submitted with the Tender.

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

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

2.5 COMMUNICATIONS AND QUERIES

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

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

2.5.3 If Tenderers have queries relating to any aspect of this Competition (including this ITT), they must be raised with the Central Bank (via the messaging facility, as described above) before 12:00 noon on **02 September 2026** (although the Central Bank may at its discretion answer queries received after this time).

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

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

2.5.6 Where a Tenderer believes a query is confidential or commercially sensitive, it must mark the query ‘Confidential’ and set out why it believes the query is confidential/commercially sensitive. If the Central Bank, in its discretion, is satisfied that the query is confidential or commercially sensitive, the query and the response will be kept confidential (without prejudice to section 2.5.8 and subject to any legal obligations on the Central Bank).

2.5.7 If the Central Bank does not consider it would be appropriate to answer the query on a confidential basis, it will tell the Tenderer and give the Tenderer a short opportunity to object to the Central Bank’s view and explain why, or to withdraw the query. If the Tenderer does not withdraw the query, or object to the Central Bank’s view, within the period allowed, the Central Bank may issue the query and response to all Tenderers. Even if the Tenderer objects, or withdraws the query, if the Central Bank considers that, notwithstanding the objection, the query is not confidential/commercially sensitive, it may issue the query and response to all Tenderers.

2.5.8 The Central Bank has the right, at any time, to issue clarifications or updated information to Tenderers via the eTenders messaging facility. This may include information prompted by a confidential query, even if the confidential query has been withdrawn by a Tenderer.

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

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

2.6 CONFLICTS OF INTEREST AND REGISTRABLE INTERESTS

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

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

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

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

2.7 GROUP TENDERERS

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

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

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

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

2.8 MULTIPLE PARTICIPATION

2.8.1 Where any entity wishes to participate in (or act as an advisor to) more than one Tenderer for this Competition, or wishes to tender both in its own right and with another Tenderer, it is the responsibility of that entity to ensure that it has notified each Tenderer with which it is participating that it is involved with more than one Tenderer, and it must be able to produce evidence to the Central Bank, upon request, that it has done so. If Tenders are submitted and this section 2.8.1 has not been complied with, the Central Bank may take such steps as it considers appropriate, which may include eliminating one or more of the relevant Tenderers from the Competition.

2.9 WITHDRAWAL FROM THIS COMPETITION

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

2.10 SITE VISIT

Not Used

2.11 LIVE DEMONSTRATION

2.11.1 Tenderers will note that, they may be required to provide a live demonstration of their platform that clearly shows the functionality of the proposed Solution as against our requirements set out in Appendix 1A.

2.11.2 The Central Bank will review the contents of the demonstration as a means of validating the Tenderer's response.

2.11.3 The Central Bank anticipates that the Tenderer who has submitted the most economically advantageous Tender will then be requested to carry out a live demonstration of this system (either remotely or on-site at the Central Bank premises) as a further validation step.

2.11.4 If the Central Bank is not satisfied with the outcome of the validation exercise, following such demonstration, the Tender will be eliminated and the Central Bank will repeat the demonstration process with the next-highest ranked Tender, and so on. The Central Bank will provide the relevant Tenderer with details in advance of how the demonstration will be conducted, together with an agenda and any further relevant information. Tenderers should note that any such demonstration is a verification exercise only and is not an opportunity to introduce new information or make a general presentation in relation to their proposals.

2.11.5 While the Central Bank anticipates that the verification exercise will only be carried out with the most economically advantageous Tender, it reserves the right to require all Tenderers to carry out such a demonstration, prior to identifying the most economically advantageous Tender.

2.11.6 Tenderers should also note that the Central Bank reserves the right not to conduct the live demonstration process if, at its discretion, it considers it is not necessary. Tenderers should not assume that they will have any opportunity to present their proposals in person.

2.11.7 The Central Bank will not be responsible for the cost of any such demonstration (in accordance with paragraph 4.1.4).

3. HOW THE SUCCESSFUL TENDERER WILL BE IDENTIFIED

3.1 STEPS IN THE AWARD PROCESS

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

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

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

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

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

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

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

3.2 SELECTION CRITERIA AND SELECTION INFORMATION ASSESSMENT

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

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

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

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

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

3.2.A. Economic and Financial Standing:

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

(b) Tenderers must have an annual turnover of not less than €120,000 for each of the 3 (three) previous financial years (or, where the date of establishment of the Tenderer is more recent, for each year the Tenderer has been established or pro rata where the Tenderer has been established for less than a year). If successful, Tenderers will be required to provide copies of audited accounts for each of the three previous financial years and a statement from the Tenderers auditors confirming the accuracy of the submitted accounts.

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

3.2.B Technical and Professional Ability:

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

(b) **Experience of Previous Contracts**

Tenderers must demonstrate to the satisfaction of the Central Bank that they have the skills and experience necessary to carry out the Services if their Tender is successful.

In order to demonstrate that the Tenderer meets this criterion each Tenderer must submit, with its Tender, details of two (2) reference contracts that demonstrate, to the satisfaction of the Central Bank, all of the below:

1. Experience in providing media monitoring services.

   Tenders should display evidence of providing the required services,

   a. edited daily and weekend morning media reports, written to client specifications and
   b. provision of an online portal that has the capability to provide data and analytics

   for a Civil Service Organisation, Public organisation, or Private organisation.

2. At least one (1) of the contracts must have an approximate total value in excess of €40,000 per year.

Both requirements a & b above need to be demonstrated within each individual reference project.

All two reference contracts must have been successfully delivered within the 48 months prior to the deadline for submission of Tenders. Contracts outside this timeframe will not be considered.

Tenderers must use the table format in Appendix 6 for their answers and must respond to each element of the table.

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

3.3 CRITERIA AND ASSESSMENT

3.3.1 The award of the Contract, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria set out in the table below, identifying the most economically advantageous Tender. Appendix 1A and Appendix 3 set out what Tenderers need to submit for assessment against these criteria. Tenderers should note that substantive responses must be provided to the award criteria in the Tender, and it shall not suffice to purport to respond to the award criteria by way of declaration.

Award Criteria:		**Maximum Mark Available**	**Sub Criteria**	**Minimum Mark Required to avoid Elimination**
1	Quality of Methodology & Approach	65	N/A	39
2	Quality and Balance of Proposed Personnel	15	N/A	9
3	Price a) Fixed Fee b) Variable Fees above thresholds	20	 14 6	N/A
	Total	***100***		

3.3.2 Appendix 3 explains how marks will be awarded under the "price" criterion. For each of the other criteria, the Central Bank will initially award a raw score out of 10, bearing in mind the scoring guidance set out in the table below. Marks may be awarded in increments of 0.5, including between bands where evaluators consider this is appropriate (for example, a response which is considered to fall between the "good" and "very good" bands could receive a mark of 7.5).

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

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

The mark awarded will be calculated to two decimal places, applying standard rounding rules. So, for example, if a criterion had a maximum mark of 25 and the raw score awarded was 7.5, the mark awarded would be 18.75 (ie, ((7.5)/10) * 25).

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

3.4 TIE BREAK

3.4.1 In the event of a tie between non-eliminated Tenders following the application of all of the award criteria under paragraph 3.3, then the Tender with the higher total mark for award criteria 1 and 2 together shall be deemed the more economically advantageous tender (and shall rank higher than the Tender(s) with which it was tied).

3.5 Not Used

3.6 NOTIFICATION OF OUTCOME

3.6.1 Tenderers will be informed of the outcome of their Tender following Tender evaluation. The successful Tenderer will be informed of any pre-conditions to contract award which will be applied by the Central Bank – these may include conditions relating to tax clearance (section 3.7), insurance (section 3.8), information security (Appendix 1C).

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

3.7 TAX CLEARANCE

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

3.8 INSURANCE

3.8.1 Tenderers should note that it will be a condition of the award of the Contract that the successful Tenderer will maintain minimum levels of insurance with reputable insurers, to at least the levels specified below. For each policy, the policy must be arranged with an insurer authorised to transact insurance business in the Republic of Ireland, the territorial limits must include the Republic of Ireland, and the jurisdiction in which claims can be lodged and settled must be the Republic of Ireland.

Type of Insurance	Level of Insurance Required
Employers' Liability Insurance with a minimum indemnity of not less than €13,000,000 (thirteen million euro) for each and every claim. The policy must include an indemnity to principals clause.	€13,000,000
Professional Indemnity Insurance with a minimum indemnity of not less than €500,000 (five hundred thousand euro) for each and every claim.	€500,000
Cyber Insurance with a minimum indemnity of not less than €1,000,000 (one million euro) for each and every claim. The policy must include an indemnity to principals clause.	€1,000,000

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

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

3.9 COLLATERAL WARRANTIES

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

3.10 RETURN OF SIGNED CONTRACT

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

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

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

4. IMPORTANT INFORMATION

4.1 NOTICE

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

4.1.2 Tenderers should understand that nothing contained in the Tender Documents is, or can be relied upon as, a representation of fact or a promise regarding the future. Neither the issue of the Tender Documents, nor any of the information set out in them, can be regarded as a commitment or representation on the part of the Central Bank to enter into any contractual arrangement, and the Central Bank may cancel this Competition at any time without awarding the Contract. Apart from the Tenderer's irrevocable undertaking to keep their Tender open for acceptance for the prescribed period, and any undertaking that a Tenderer may be required to give in respect of confidentiality, no legal relationship or other obligation will arise between any Tenderer and the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until the Tenderer has signed and the Central Bank has countersigned the Contract in writing, and any conditions precedent to the Contract have been fulfilled. Any notification to a Tenderer that it has been identified as the successful Tenderer does not give rise to any enforceable rights by the Tenderer.

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

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

4.2 SOCIAL AND LABOUR LAW

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

4.2.2 The Protection of Employees (Temporary Agency Work) Act 2012 (the "**2012 Act**") provides that in certain circumstances, an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of Services to the Central Bank will involve the provision of Agency Workers (within the meaning of the 2012 Act), without prejudice to the generality of section 4.2.1 Tenderers should ensure that they are mindful of their obligations under the 2012 Act when pricing their Tender. The Central Bank will have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of Services.

4.2.3 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services. Tenderers must comply with any applicable statutory terms relating to minimum pay and to legally binding sectoral agreements and, without prejudice to the generality of section 4.2.1, must take these into account when preparing Tenders.

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

4.3.1 The Central Bank has the right (and in some cases may have an obligation) to publicise or disclose to any third party information regarding the Contract, the identity of Tenderers (including sub-contractors), their advisors/funders, and/or the Competition itself. However, Tenderers may not engage in any publicity about the Competition or the award of the Contract unless the Central Bank has given express prior written consent to do so. This includes statements to the media and/or publication on any website or on social media.

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

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

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

4.3.3 The Central Bank is or may be or may become subject to legislation on access to information, such as the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018. Information provided by Tenderers during this Competition (including personal data submitted) may be liable to be disclosed under any such legislation. Each Tenderer should therefore consider whether any information it provides to the Central Bank in the course of this Competition is commercially sensitive and/or confidential and advise the Central Bank accordingly, clearly explaining why it considers the information is commercially sensitive and/or confidential. The Central Bank will take this into account when considering any requests for access to such information under access to information legislation, and may consult with the Tenderer regarding its release where required by legislation to do so (although Tenderers should note that the information may still be released). Where Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to an access to information request without further notice to or consultation with the Tenderer. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Tenderer. If the Central Bank decides to release particular information relating to a Tenderer, the Tenderer may have the option to appeal this decision in accordance with the provisions of the relevant legislation.

4.3.4 Each Tenderer, in submitting its Tender, acknowledges that

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

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

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

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

(a) only processing such personal data to the extent reasonably required for the purposes of the Competition;

(b) ensuring it returns/destroys all such personal data when it is no longer required for the purposes for which it was made available to the Tenderer; and

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

4.3.7 Tenderers shall:

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

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

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

4.4 CHANGE OF TENDERER STATUS

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

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

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

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

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

4.5 NO CANVASSING OR COLLUSION

4.5.1 Where there is a link of any nature between the Tenderer and any other Tenderer submitting a Tender in this competition (for example, but not limited to, where both Tenderers are members of the same corporate group), the Tenderer must disclose this in its Tender.

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

(a) directly or indirectly canvasses or offers any inducement, fee or reward to any employee or agent of the Central Bank or its advisors;

(b) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018, or the Regulation of Lobbying Act 2015 or any other applicable law in the field of fraud or corruption;

(c) approaches any employee or agent of the Central Bank or its advisors except as expressly authorised in this ITT

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

4.5.3 Any Tenderer who, in connection with this Competition:

(a) fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Tenderer;

(b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from participating in the Competition;

(c) causes or induces any person to enter such agreement as is mentioned in this section 4.5.3;

(d) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission which is likely to undermine the Competition or affect any other Tender or proposed Tender; or

(e) communicates the contents of its Tender to any person other than the Central Bank (or those it needs to consult for the purposes of preparing its Tender) or carries on any other form of co-operation or collusion which the Central Bank considers has actually or potentially undermined the Competition

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

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

4.6 RESERVED RIGHTS AND DISCRETION

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

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

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

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

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

(e) not award the Contract;

(f) terminate the Competition at any time;

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

4.7 APPLICABLE LAW AND JURISDICTION

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

APPENDIX 1A

REQUIREMENTS AND SPECIFICATIONS

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

1. BACKGROUND INFORMATION (for information purposes only)

The Central Bank of Ireland (**"Central Bank"**) is responsible for both central banking and financial regulation and has the primary objective of promoting systemic financial stability in Ireland and across the euro area. It ensures the proper and effective regulation of financial institutions and markets in Ireland while also ensuring that the best interests of consumers of financial services are protected.

2. Specification of Services Required

The Central Bank has a requirement for Media Monitoring Services.
The successful Tenderer must provide print and online press cuttings, from international, national and regional online newspaper titles and Irish national and regional broadcast items, seven days a week, based on a list of key words (approx. 100 words) provided by the Central Bank and regularly updated.

Definitions:
An alert is an email that includes the headline, byline, first line of the news item and a link for each article or broadcast item that includes our provided keywords.

A report is an email containing categorised news summaries, delivered at specified times, edited to our specifications and based on the alerts already issued.

3. Deliverables

The successful Tenderer must be able to provide the following:

a) All key word alerts for national, regional and international print and online newspapers must be emailed to the bank's lists of recipients (approximately 45 recipients, may be subject to increase or decrease) by 7:00am Monday to Friday, and by 8am Saturday and Sunday.

b) Newspaper Licensing Agency (NLA) and Newspaper Licencing Ireland (NLI) titles must be alerted in separate emails and sent to separate mailing lists to support copyright compliance.

c) Broadcast alerts from national and regional sources with clips to be supplied in a downloadable format (preferably MP3/MP4). Broadcast items must be provided in full.

d) Daily delivery of an edited morning media report (categorised news summaries with links to articles) compiling all media coverage relevant to the Central Bank and written to Central Bank style guide, must be emailed to the bank's lists of recipients (approximately 8 recipients at present, may be subject to increase or decrease) Monday to Friday by 7.30am.

e) Delivery of an edited weekend media report, compiling all media coverage relevant to the Central Bank and written to Central Bank specifications, must be emailed to the bank's lists of recipients (approximately 30 recipients at present, may be subject to increase or decrease) every Sunday morning by 10.30am.

f) Online access to current and archive alerts for all staff in the Central Bank (approximately 2,100 recipients at present, may be subject to change), either by a personal or a generic login.

g) An online portal that has the capability to provide data and analytics, accessible to the Central Bank's Engagement and Communications Division (approximately 20 in the division, may be subject to increase or decrease).

h) Upon request, provision of ad hoc evaluation reports providing qualitative and quantitative analysis.

i) The initial training on all or any aspects of the service to core users (max. of 20) to take place on-site and thereafter upon request.

j) Volumes:

   - 15 NLA users
   - Approximately 27,500 articles annually across all media types
   - Print (Ireland): approximately 7,500 articles annually (20 per day average)
   - Print (non-Irish): approximately 3,000 articles annually (7/8 per day average)
   - Online: approximately 11,000 articles annually (30 per day average)
   - Broadcast: approximately 6,000 items annually (16 per day average)

4. Additional Services/ad-hoc analysis

The Central Bank may require further ancillary or related services; such services may include but is not limited to the following:

ad hoc evaluation reports providing qualitative and quantitative analysis.

The charges for these services will be agreed with the successful tenderer.

5. Contract Management and Administration

a. Contract Manager

The Contractor will be required to appoint a contract manager (the "Contract Manager") who will be the first point of contact within the successful Contractor's firm. The role of the Contract Manager will include, but not be limited to, attending meetings, as required, identifying risks and resolving issues raised by the Central Bank, effectively and efficiently administer all service requirements, and financial administration and oversight etc.

The Contract Manager may be one of the Resources proposed under the proposed team.

b. Contract Management Meetings

The Contract Manager will attend planned meetings with the Bank (the "CM Meetings"). It is anticipated that the CM Meetings will be a combination of in-person and Webex. Where in-person attendance is required, the Contract Manager will be notified in advance. The purpose of the CM Meetings will be to discuss work currently ongoing, identify potential risks and resolve any issues, financial oversight, any other matters, etc. From time to time, other relevant personnel from the successful Contractor may be required to attend the CM Meetings. The Central Bank will provide advance notice to the successful Contractor in this regard.

c. Invoicing

The Central Bank has set out below its requirements in relation to reporting and updating on each individual instruction, and on invoicing. The Central Bank reserves the right to amend these requirements from time to time over the Term as it considers appropriate.

i. All invoices must be issued in draft format in the first instance to a Central Bank contact which will be notified in advance to the successful Contractor. The draft invoice should contain such information as may be specified by the Central Bank from time to time, including instruction name, Central Bank contact, date of service provided, VAT, fee breakdown, and any supporting documents that may be required to vouch invoiced disbursements. Invoices may only be submitted for payment once the successful Contractor has received written confirmation that the invoice has been accepted by the Central Bank. Any queries on an invoice will be raised with the Contract Manager.

ii. The final approved invoice (including the correct Purchase Order Number (PO Number), must be issued to invoicecontrol@centralbank.ie and must include the details as specified in the PO. Invoices issued without the correct PO Number will be returned unpaid.

6. Tender Submission Requirements

6.1 Quality of Methodology & Approach

Tenderers must outline their approach to providing:

- Delivery of national, regional and relevant international print and online alerts (as outlined in 3 a) above).
- Delivery of timely, good quality morning and weekend media reports as specified in the requirements (as outlined in 3 d) and e) above).
- Quality data and insights reports via the portal (as outlined in 3 g) above).
- Quality evaluation reports (as outlined in 3 h) above).
- Details of training proposed in relation to the portal (as outlined in 3i) above).

Tenderers are requested to submit two (2) suitable samples of each type of media and insight/evaluation report as outlined in 3d, 3e and 3h as part of their response.

Responses to the above requirements will be scored based on the level of confidence they give the Central Bank that the Tenderer will provide optimum insights from the requested coverage areas and that the service provided will be high quality and continuously available. The more confidence the response gives the Central Bank and the better the examples of media report text that display editorial ability, succinct summarising and understanding of the topic, the higher the response is likely to score.

6.2 Quality and Balance of Proposed Personnel

Tenderers should submit:

- A team chart, identifying the Management and Operation resources proposed to provide all aspects of the Services.
- CVs for the Management and Operation resources proposed, evidencing the relevant experience and skills that person has and demonstrate why they are suitable for the role to which they have

been specifically allocated. CV must not exceed two (2) A4 sides (1 A4 page front/back).

Tenders will be scored on the basis of the relevant skills and experience demonstrated in the CVs for the proposed resources and their suitability for the role. The greater the relevant skills and experience and suitability demonstrated, the higher the Tender is likely to score.

6.3 Sustainability

The Central Bank endeavours to operate in a sustainable way, for example to operate on a paperless basis where possible. In that regard, we are interested to hear from Tenderers generally in terms of their sustainable approach to the delivery of the services i.e. how the services might be delivered in a sustainable way. Tenderers should note that the response provided will not form part the evaluation process and will not be assessed, but rather it would be provided for information purposes only, including to potentially inform the Central Bank’s requirements on future procurements. The Central Bank also reserves the right to include the approach in the contract with the successful Tenderer.

APPENDIX 1B

NOT USED

APPENDIX 1C

INFORMATION SECURITY COMPLIANCE

Part 1 - Introduction

This Appendix 1C sets out information for Tenderers in relation to the Central Bank's information security requirements. Tenderers are required to read this Appendix 1C in detail and will note that they must give a confirmation in respect of its requirements in their signed Tenderer's Statement. Tenderers who are not in a position to give this confirmation will not be eligible for the award of the contract.

The Tenderer identified as the successful Tenderer may then be required to engage further with the Central Bank in relation to information security, prior to contract award. This may involve one or more of a number of further steps considered appropriate by the Central Bank at its discretion, such as the completion of a detailed Suitability Assessment Questionnaire (SAQ) on information security issues, audits, site visits to the Tenderer's proposed service delivery locations, and/or specific assessments such as penetration testing.

Tenderers who wish to see the SAQ in advance of submitting a Tender may contact the Central Bank using the query procedure described in the ITT, but they will be required to provide a confidentiality undertaking in a form acceptable to the Central Bank before the SAQ is released.

The Central Bank has the right (but is not obliged) to engage with the successful Tenderer on an iterative basis in order to determine whether it is satisfied to proceed with the award of the Contract to the successful Tenderer. The successful Tenderer may be notified of any corrective/remedial actions and/or specific assurances that the Central Bank would require to be implemented prior to entering into any contract with the Tenderer. If, following such level of engagement with the successful Tenderer as it considers appropriate, the Central Bank is not satisfied to proceed with the award of the Contract to the successful Tenderer, it has the right to eliminate the successful Tenderer from the competition and proceed to engage with the next highest-ranked Tenderer.

Tenderers will also note the provisions of the Contract in respect of information security issues, including in relation to the carrying out of audits, site visits etc.

Part 2 - Requirements

The Tenderer must confirm, by signing the Tenderer's Statement in accordance with this ITT, that the Tenderer has implemented, and agrees to maintain, information security policies and programme consistent with industry best practice and a recognised information security framework such as ISO27000, NIST, etc, as well as all statutes, rules and regulations applicable to the service, supply or data being delivered. These include organisational, technical and physical information security safeguards designed to (i) protect the privacy, confidentiality, integrity and availability of systems and/or data and (ii) protect against accidental, unlawful or unauthorized access, copying, damage, destruction, disclosure, distribution, loss, manipulation, modification, processing, use, reuse, interception, or transmission of such systems or data that host, process, interact or connect to Central Bank systems or data.

In giving this confirmation, Tenderers should note that:

(1) The Central Bank considers that organisational information security safeguards **include but are not limited to**:

- the Tenderer has policies and procedures in place to identify and address risks in the areas of storage, transmission and processing of Central Bank data in the delivery of the services;
- the Tenderer ensures that there are in place governance arrangements with senior management oversight;
- the Tenderer, where recognised security certifications are provided to the Central Bank, has a process for maintenance of these certifications;
- the Tenderer has an information security awareness programme which includes mandatory training for all staff;
- the Tenderer maintains procedures for handling security incidents, including a process to notify the Central Bank;
- the Tenderer has a mechanism for the maintenance of incident records and logs;
- the Tenderer implements change control, business continuity planning and continuous process improvement.

(2) The Central Bank considers that technical and physical information security safeguards **include but are not limited to**:

- the Tenderer complies with security standards or certifications which relate to the technical environment in which data is stored, transmitted and/or processed;
- the Tenderer implements and maintains access controls, logs and rights management;
- the Tenderer has both information protection and data classification mechanisms in place;
- the Tenderer implements physical security measures, including CCTV, to limit physical access to IT systems. This will range from physical access controls at

data centres, through to clear desk policies where end point access is taking place;

- the Tenderer implements technical security controls correspondent to the services, such as vulnerability management, malware protection, email and web filtering, network monitoring & protection and security event & incident monitoring capabilities;
- the Tenderer must have authentication, back-up and deletion systems implemented to a defined standard in line with industry best practice and/or a recognised information security framework;
- the Tenderer complies with all applicable sector-specific standards required for the delivery of the services, such as PCI-DSS compliance for payment cards or network security requirements for telecoms providers;
- the Tenderer implements specific device controls – for example, where mobile devices may be used to host data or in the processing of data;
- the Tenderer ensures their third party contractors have implemented and adhere to, at a minimum, controls specified here or equivalent; and
- the Tenderer ensures they have full asset management and governance in place in the business environment, to ensure end to end life cycle management of both physical assets and information assets.

APPENDIX 2

TENDERER'S STATEMENT

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

TO: Central Bank of Ireland
RE: Competition for the provision of Media Monitoring Services

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

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

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

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

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

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

6. In consideration of your providing us with the Tender Documents, we agree that our Tender (including all prices quoted in our Tender) remains open for your acceptance until the later of
    a. 9 months commencing from the Closing Date for the receipt of Tenders; and
    b. expiry of at least 21 days' written notice to terminate this Tender, which we cannot give prior to the expiry of the period at 6(a) above.

7. We acknowledge that the Tender Documents do not constitute an offer to enter into a contract and that neither they nor any of the information set out in them are to be regarded as a commitment or representation on the part of the Central Bank to enter into a contractual arrangement. Apart from our irrevocable undertaking to keep our Tender open for acceptance for the prescribed period, and any undertaking that we

may have been required to give in respect of confidentiality, we accept that no legal relationship or other obligation will arise between us and the Central Bank (including in relation to the Competition itself, as well as the contract which is the subject of the Competition) unless and until we have signed and the Central Bank has countersigned the Contract in writing, and any conditions precedent to the Contract have been fulfilled. We understand and accept that the Central Bank may cancel this Competition at any time without the award of a contract, for any reason whatsoever, and that it is not obliged to accept the lowest priced or any Tender.

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

9. We confirm that our contact details are:

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

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

11. We confirm that we have read and fully understood Appendix 1C of the ITT and we give the confirmation sought therein;

12. We confirm that:

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

(b) we have undertaken our own research and due diligence and satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Tender Documents, and have not submitted our Tender in reliance upon any information, representation or assumption by or on behalf of the Central Bank;

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

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

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

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

Signature: ________________________________

Print Name: ________________________________
(Authorised Signatory)
Company: ________________________________

Address: ________________________________

Date: ________________

APPENDIX 3

PRICING SCHEDULE

1. All prices included by Tenderers in their Tender must be all-inclusive (including all costs/expenses such as travel and subsistence), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable must be indicated separately. Tenders are assessed on the VAT-exclusive figure.

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

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

4. The marks to be awarded under Price in the award criteria are sub-weighted and will be determined as follows:

   Table A – Fixed Fee weighted at 14 Marks
   Table B – Variable Fees above Thresholds weighted at 6 Marks

   The figures identified as the Total Price in Table A - Fixed Fee and the Total Price in Table B - Variable Fees above Thresholds, below will be the figures used for the Price criterion assessment in the formula referred to below;

5. Tenderers must complete all elements of this Pricing Schedule, with amounts being given in figures to two decimal places. Spaces must **not** be left blank. The terms “included”, dashes, “NA”, or similar terms, must not be used – figures must be used at all times.

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

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

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

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

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

Table A - Fixed Fee with Volume Threshold, assuming 15 NLA users (Maximum Marks Available – 14)

Item	**Monthly Fee**	**Annual Fee**
Fixed Fee with Volume Threshold for all requirements outlined in section 3 of Appendix 1A (variable thereafter where costs are required in Table B)		

Included: All deliverables specified in sections 3a – 3i of Appendix 1a Requirements and Specification, with the exception of ad hoc evaluation reports (3h). Tenders should take note of frequency and volumes specified in Appendix 1a Requirements and Specification before completing Table A.

Table B - Charge where Volumes Exceed Thresholds outlined in section 3 of Appendix 1A (Maximum Marks Available – 6)

Item	**Price Per Article (€)**
a. Cost per NLI Article	
b. Cost per Online Article	
c. Cost per NLA Article	
d. Cost per Broadcast Article (MP3/MP4 format; full clips; national and regional sources)	
Total Price (a+b+c+d)	

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

9. Tenderers are not permitted to tender abnormally low or high amounts. If the Central Bank considers that any amount in a Tender is abnormally low or high (or that the Tender overall is abnormally low or high), it may require the relevant Tenderer(s) to

provide an explanation. Any failure by a Tenderer to comply with such request may result in that Tenderer being eliminated from the Competition. If, having considered the explanation provided, the Central Bank considers that the relevant tendered amounts are abnormally low or abnormally high (or that the Tender overall is abnormally low or high), the Central Bank may, and in some circumstances must, reject the Tender.

APPENDIX 4
CONTRACT

APPENDIX 5

GLOSSARY

1. Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

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

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

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

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

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

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

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

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

APPENDIX 6
REFERENCE CONTRACTS

REFERENCE 1:

Q1. Name of client:

Q2. Summary of contracted services: [Word limit of 100 words]

Q3. Contract value to candidate (€):

Q4. Contract start date:

Q5. Contract finish date (if applicable):

Q6. Name of client contact:

Q7. Client contact address:

Q8. Client contact telephone number:

Q9. Client contact email address:

Q10. Relevance to shortlisting criteria in Section 3.2.B [Word limit of 500 words]

REFERENCE 2:

Q1. Name of client:

Q2. Summary of contracted services: [Word limit of 100 words]

Q3. Contract value to candidate (€):

Q4. Contract start date:

Q5. Contract finish date (if applicable):

Q6. Name of client contact:

Q7. Client contact address:

Q8. Client contact telephone number:

Q9. Client contact email address:

Q10. Relevance to shortlisting criteria in Section 3.2.B [Word limit of 500 words]