



**Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency**

REQUEST FOR TENDERS

**for the provision of Program Technical Support Services
(Service Level: Software Update License & Support) for
existing Oracle licenses to the National Treasury Management
Agency (NTMA)**

(Ref: 2026PR056)

KEY DATES

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1. INTRODUCTION

The National Treasury Management Agency (“**NTMA**”) is seeking tenders for the provision of Program Technical Support Services (Service Level: Software Update License & Support) for existing Oracle licenses.

The NTMA provides a range of asset and liability management services to the Government. It manages Ireland’s National Debt and also controls and manages the Ireland Strategic Investment Fund (“**ISIF**”), the Future Ireland Fund (“**FIF**”), and the Infrastructure, Climate and Nature Fund (“**ICNF**”), and performs certain statutory functions as the National Development Finance Agency (“**NDFA**”), the State Claims Agency (“**SCA**”) and the New Economy and Recovery Authority (“**NewERA**”).

The NTMA also assigns staff to Home Building Finance Ireland (“**HBFI**”) and the Strategic Banking Corporation of Ireland (“**SBCI**”) and provides each of these bodies with business and support services and systems.

Further information on the NTMA can be found on www.ntma.ie.

The NTMA reserves the right to update or alter any information contained in this request for tenders (“**RFT**”) at any time.

2. STRUCTURE OF THIS COMPETITION

- 2.1 This RFT includes the attached schedules and all supporting and supplemental information.
- 2.2 This competition is being run under the open procedure in accordance with Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016.
- 2.3 This call for competition to tenderers (each a “**Tenderer**”) involves the appointment of an economic operator (the “**Service Provider**”) to provide Program Technical Support Services (Service Level: Software Update License & Support) for existing Oracle licenses (referred to herein as the “**Services**”), as more particularly described in Schedule 4 (The Services).
- 2.4 Tenderers should submit their responses to the RFT in full compliance with Schedule 3 (Form of Tender). Tenderers may only submit one tender. If a Tenderer participates in a consortium, it may be a member of one consortium only.
- 2.5 Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as set out in Schedule 1 (Minimum Requirements) may be permitted to proceed further in this competition. Any Tender that fails to meet a minimum requirement will be eliminated.
- 2.6 The contract, if awarded, shall be awarded to the Tenderer identified as having submitted the most economically advantageous tender, determined using the award criterion specified in Schedule 2 (Award Criterion). The successful Tenderer shall be appointed subject to the pre-conditions detailed in section 7.3 (Preconditions to Award of Contract).

- 2.7** Any Services, instructed by the NTMA under the contract, awarded to the successful Tenderer shall be governed by the terms set out in a contract to be entered into between the NTMA and the Service Provider.
- 2.8** The contract, if awarded, shall have a duration of five years.
- 2.9** Award of the contract does not constitute a commitment or guarantee by the NTMA to procure Services from the Service Provider.
- 2.10** The NTMA reserves the right to award the contract in whole, in part or not at all. The NTMA reserves the right to increase or reduce the scope of Services and the anticipated duration of the Services at its sole discretion.

3. SCOPE OF SERVICES

3.1. The Services

The NTMA requires the provision of Program Technical Support Services Service Level: Software Update License & Support for existing Oracle licenses. Further information on the Services is contained in Schedule 4 (The Services).

3.2. Additional Services or Supplies

The NTMA may from time to time require the successful Tenderer to undertake additional services or provide additional supplies ("**Additional Services or Supplies**"). The NTMA reserves the right to request a fixed fee for any Additional Services or Supplies should it deem it expedient to do so in its absolute discretion. In addition, the NTMA reserves the right to negotiate with the successful Tenderer at the end of the contract term for new services consisting in the repetition of services similar to those awarded under this competition.

4. GENERAL INFORMATION

4.1. Consortia

- a. If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.
- b. If forming a consortium, a lead must be identified in the tender who will be responsible for all communications and co-ordination of the Services.
- c. Tenderers must clearly identify in their tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires.
- d. A consortium will not be required to convert into a specific legal form in order to submit a tender. The NTMA reserves the right, amongst other solutions, to require that the contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as prime contractor to whom the other members will be sub-contractors.

4.2. Subcontracting

- a. Where a Tenderer comprises a lead contractor (who will execute the contract) and a number of sub-contractors, such sub-contractor(s) may be required to enter into a collateral agreement with the NTMA (in a form approved by the NTMA) and contract award may be conditional upon the provision of such collateral agreements. The NTMA reserves the right to approve the sub-contract(s) and will expect that the relevant terms of the contract between the NTMA and the lead contractor will be reflected in such sub-contract(s) insofar as they apply to the relevant sub-contractor.
- b. Irrespective of any subcontracting arrangements, the lead contractor shall be the contracting party under the contract and is liable for the delivery of all Services awarded pursuant to the contract.

4.3. Reliance on Resources

If a Tenderer is relying on the resources of a parent or other entity in order to meet the minimum requirements detailed in Schedule 1 (Minimum Requirements), the Tenderer must demonstrate the commitment of such other entity to provide the necessary capacities, for example by providing a letter from such entity confirming that it will provide the capacities or resources being relied upon and will execute a contractual commitment to that effect if required by the NTMA to do so.

A guarantee or other commitment from such entity may be required as a condition of contract award.

4.4. Conflicts of Interest

- a. Any actual or potential conflict of interest, whether personal, professional or commercial, must be fully disclosed in writing to the NTMA and on an on-going basis throughout this competition and the term of the contract as soon as any actual or potential conflict becomes apparent.
- b. In the event of an actual or potential conflict of interest, the NTMA will, in its absolute discretion, decide on the appropriate course of action, which may involve the exclusion of the relevant Tenderer from the process. If the NTMA determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of the NTMA that appropriate safeguards and measures to manage the conflict have been put in place, then the NTMA may decide to take no action.
- c. During the term of the contract, the NTMA may, in its absolute discretion, decide to terminate the contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the NTMA either before the contract was awarded or where an actual or potential conflict arose during the contract and was not brought to the attention of the NTMA.

4.5. Tendering Costs

Tenderers shall bear all costs associated with participating in the competition, including but not limited to the preparation, submission and clarification of their tenders. The NTMA will not be responsible and/or liable for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

4.6. No Liability

Tenderers may not rely on any information or statements contained in this RFT and the NTMA makes no representation or warranty, express or implied, in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFT will be construed as legal, financial or technical advice. The NTMA shall have no liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. The NTMA will incur no liability or responsibility arising out of, or in respect of, this RFT.

4.7. No Legal Obligation

Tenderers may not rely on anything contained in this RFT as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No contractual relationship, implied or otherwise, or any other legal obligation (including with regard to this competition) will arise between a Tenderer and the NTMA until the contract has been executed by the NTMA and the successful Tenderer and any conditions precedent to its effectiveness have been fulfilled.

4.8. Governing Law and Jurisdiction

This RFT and the contract shall be governed by and construed in accordance with Irish law and will be subject to the exclusive jurisdiction of the courts of Ireland. Should there be any conflict between the terms of this RFT and any applicable laws and regulations, the latter will prevail.

4.9. Confidential Information

Subject to section 5.13 (Freedom of Information and Data Protection), if a Tenderer considers that any of the information supplied in its tender should not be disclosed because it is confidential, the Tenderer should, when providing the information, identify that information as “confidential” and specify reasons for its confidentiality. The NTMA will determine, in its absolute discretion acting reasonably, whether such information should be treated as confidential.

4.10. Right to Amend or Terminate the Tender Process

The NTMA may, in its absolute discretion:

- a. change the basis of, or the procedures (including the timetable) relating to the tender process;
- b. reject any or all of the tenders;
- c. invite Tenderers to proceed further at any stage of the tender process;
- d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money, which may include requiring a re-submission of any element of tenders;
- e. furnish Tenderers with additional information in respect of any aspect of the Services; or
- f. abandon the tender process.

4.11. Addendum to RFT Documents

The NTMA will notify Tenderers of its intention to amend the RFT or to clarify any aspect of the RFT by issuing a notice on: www.etenders.gov.ie. Such notice shall provide details of the amendments or clarifications and may require the Tenderer to contact the NTMA for further information. The NTMA shall issue a written notice on www.etenders.gov.ie giving full details

of such amendments or clarifications. Such notices shall form part of the RFT and may subsequently be incorporated into and form a part of the contract. Each Tenderer is responsible for reviewing www.etenders.gov.ie for updates and notices in connection with the RFT.

4.12. Requests for Clarification and Enquiries, Ambiguity, Discrepancy, Error or Omission

- a. Any queries, perceived ambiguity, discrepancy, error or omission Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie

The **Query Deadline** for receipt of queries is as defined in the Key Dates table on the front page of the RFT.

The NTMA shall, as soon as reasonably practicable, following receipt of such notification, notify all Tenderers, by issuing a notice on www.etenders.gov.ie of its decision in respect of such perceived ambiguity, discrepancy, error, omission or query. No other communication by the NTMA shall be considered valid. Tenderers shall make all requests for clarification or enquiries relating to the RFT in writing as soon as possible, but in any case, not later than the Query Deadline.

The NTMA reserves the right to, but is not obliged to, respond to queries received after that deadline. The NTMA does not undertake to respond to all queries received.

- b. If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its tender it must mark the query as “confidential” or “commercially sensitive”. If the NTMA, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the NTMA is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within 24 hours and state the grounds for objection. If the query is not withdrawn or no objection is raised or the NTMA is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the NTMA may issue the query and its response to all of the Tenderers.
- c. All responses to requests by Tenderers, contained in addenda issued by the NTMA, will contain the terms of the request (or a summary of it) but shall make no reference to the identity of the Tenderer.
- d. Once Tenderers have submitted their tenders, they will be deemed to have fully read and understood the tender documents and to have raised any relevant queries and received all necessary clarifications prior to submitting their tenders.

4.13. Confidentiality and Media Communication

Tenderers must treat all communications with the NTMA as confidential. No comments should be made to the media or any third party without the prior express approval of the NTMA relating to:

- a. this RFT or the procedure of awarding the contract;
- b. any Services awarded pursuant to the contract; and
- c. the provision of the Services.

4.14. Release of Information

The NTMA may, notwithstanding any provision to the contrary in this RFT, publicise or otherwise disclose, to any third party, information regarding the contract, the identity of Tenderers (including details of their respective members), the tender process, the award of the contract or any Services awarded pursuant to the contract (including, without limitation, details of costs) at any time.

4.15. Interference, Collusion or Canvassing

- a. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision may have their tender rejected.
- b. If any Tenderer is found to have, at any time, offered to give, or, to have agreed to offer, or, given to any person, any bribe, gift, gratuity, commission or consideration of any kind or an inducement or award for the taking of or forbearing to take any action in relation to the obtaining of its tender, or showing or forbearing to show any favour or disfavour to any person in relation to its tender, the tender submitted by such Tenderer may be disqualified and the circumstances surrounding such action may be referred to the appropriate authority. Any attempt by a Tenderer to influence the process of the tender evaluation or the award of the contract through canvassing, or, other means, may result in that tender being rejected.

4.16. Environmental, Social and Labour Law

- a. In the performance of any contract awarded the Service Provider and their subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.
- b. Tenderers shall be required to undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (if applicable) and to indemnify the NTMA for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- c. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that 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 the Services will involve the provision to the NTMA of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The NTMA shall 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 the Services.

4.17. Registrable Interest

Any Registrable Interest involving any Tenderer or subcontractor and the NTMA, members of the Government, members of the Oireachtas, or employees and officers of the NTMA and their Relatives must be fully disclosed in the tender, or in the event of this information only coming to the notice of the Tenderer or sub-contractor after the submission of a Tender, must be communicated to the NTMA immediately upon such information becoming known to the Tenderer or sub-contractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The NTMA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this competition or terminating any contract entered into with an economic operator.

4.18. Further Information

Except in so far as may be directed in writing by the NTMA, no agent or person employed by the NTMA has any authority to make any representation or give any explanation to Tenderers as to the meaning of this RFT or to any other matter so as to bind or restrict the discretion of the NTMA. Tenderers shall not communicate with any employee or agent of the NTMA in connection with this competition except to the extent and in the manner provided in this RFT.

4.19. Individual Meetings

The NTMA and its representatives shall not meet individual Tenderers in relation to this RFT prior to the submission of tenders.

4.20. Standstill Period

No contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent by electronic means a notice informing them of the results of this competition (the “**Standstill Period**”).

5. COMPLETION OF TENDER

5.1. Form of Tender Requirements

Tenderers must submit:

- a. a duly completed tender and such additional supporting information as may be required as set out in Schedule 3 (Form of Tender); and
- b. such other information as the NTMA may request prior to the Response Deadline (as defined in section 6.1).

5.2. Minimum Requirements

Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as detailed in Schedule 1 (Minimum Requirements) will be eligible to be awarded the contract. Tenders which fail to meet a minimum requirement will be eliminated.

5.3. Award Criterion and Evaluation

Tenders will be evaluated based on the award criterion set out in Schedule 2 (Award Criterion).

5.4. Compliance

- a. Tenders may not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the tender on a different footing to other tenders. Tenders must be submitted in compliance with this RFT. Tenderers are not permitted to insert items in their tender in addition to those items specifically requested pursuant to this RFT, save where expressly permitted in this RFT.
- b. If a tender fails to comply in any respect with the requirements of this RFT, or is ambiguous, the NTMA shall be entitled (but shall not be obliged) to take such action as it considers appropriate at its absolute discretion, including but not limited to:
 - i) rejecting the relevant tender as non-compliant;
 - ii) without prejudice to the NTMA's right to reject the tender:
 - meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant tender;
 - requesting the Tenderer to provide the information or items which has/have not been provided or has/have been provided in an incorrect form;
 - waiving a requirement which, in the NTMA's opinion is minor or procedural; and/or
 - amending the relevant requirements of this RFT and inviting Tenderers to adjust their tenders on the basis of the revised requirement.

5.5. Complete Information

- a. Tenders should be complete and all details requested should be submitted. Incomplete tenders may be rejected.
- b. Each Tenderer shall be deemed to have satisfied itself, before submitting its tender, as to the completeness and sufficiency of its tender in compliance with the requirements of this RFT.

5.6. English Language

The tenders and all related correspondence must be in the English language.

5.7. Word Count/Page Number Limit

Tenderers should indicate the word count/page number in such parts of their tender where word count/page number limits have been indicated. Where a word count/page number limit has been exceeded the NTMA may elect, at its sole discretion, not to give any consideration to:

(a) that full element of the tender where the word count/page number limit has been exceeded; or (b) that element of the tender which exceeds the specified word count/page number limit.

5.8. Clarification of Tenders

To assist in the examination and comparison of tenders, the NTMA may ask Tenderers to clarify their tenders in writing.

5.9. Abnormally Low or High Costs

The NTMA may reject a tender containing Costs (as defined in section 5.11 (a)) that it considers to be abnormally low or abnormally high, and such tender will not form part of the evaluation process.

5.10. Interviews

Following receipt of tenders, the NTMA may arrange interviews with one or more Tenderers via video conference or at a location in Dublin to be advised by the NTMA to clarify or demonstrate the credibility of its tender. Tenderers should draw no conclusion from the interview of some Tenderers and not others, as some tenders may require clarification and others may not.

5.11. Evaluation Cost

- a. Costs tendered in accordance with section 4.1 of Schedule 3 (the “**Evaluation Cost**”) should be denominated in **euro (€)** exclusive of VAT. All costs should be completed to two decimal places. The VAT rate(s) applicable should be indicated separately.
- b. The costs shall include the cost of carriage and delivery of the Services and all expenses such as software, administration costs, all organisational overheads and costs of photocopying, printing, telephone/data, postage and courier etc (but exclude VAT).
- c. Costs shall be fixed and free from fluctuations in exchange rates and other costs and no price variation shall be allowed for any rise or fall in the cost of labour, materials etc. for the duration of the contract.
- d. Without prejudice to the generality of section 5.4, costs shall be free of any caveats or conditions.
- e. Tenderers should note that the NTMA may publish the costs of the successful Tenderer under the contract.

5.12. Tender Validity Period

Tenders shall remain valid for six calendar months from the Response Deadline (as defined in section 6.1 of this RFT) for receipt of tenders (the “**Tender Validity Period**”). The NTMA may, at its sole discretion, extend the Tender Validity Period for an additional period of up to six months from the day the Tender Validity Period would have expired had it not been extended.

5.13. Freedom of Information and Data Protection

- a. The NTMA is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any

information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as “commercially sensitive” or “confidential” and specify the applicable reasons. The nature of the documentation may then be taken into account by the NTMA in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the NTMA will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of the contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

- b. The submission of any personal data (including any personal data contained in any curriculum vitae) (“Personal Data”) with a tender shall be deemed to constitute confirmation from the Tenderer that all necessary consents have been obtained by the Tenderer for the use by the NTMA of that Personal Data in evaluating the tenders. Once it obtains any Personal Data, the NTMA will act as data controller of such data and will retain it for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender up to seven years following completion of the contract. For further information in relation to how the NTMA processes personal data, including a person’s various rights under data protection law and details of how to contact the NTMA, please refer to the NTMA Data Protection Statement which is available at: <http://www.ntma.ie/information-pages/data-protection-statement/>.

6. SUBMISSION OF TENDERS

6.1. Response Deadline

The **Response Deadline** for receipt of tenders is as defined in the Key Dates table on the front page of this RFT. The NTMA may, at its absolute discretion, extend the Response Deadline. Each Tenderer is fully responsible for the safe and timely delivery of its tender.

6.2. Submission

Tenderers should submit their tender via the electronic post box available on www.etenders.gov.ie. Only tenders submitted to the electronic post box will be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Response Deadline.

In order to submit a document to the electronic post box, Tenderers should note that they must click the ‘Submit’ icon.

6.3. Tenderers to Retain Own Copy

Tenderers should ensure they retain a full copy of their tender.

7. AWARD OF CONTRACT

7.1. Tender Evaluation

The evaluation methodology and award criterion are set out in Schedule 2 (Award Criterion). It is anticipated that the Tenderer that submits the most economically advantageous tender will be awarded the contract.

7.2. Notification

The NTMA shall notify all Tenderers of the outcome of the competition.

7.3. Preconditions to Award of Contract

As a pre-condition to executing the contract, the NTMA anticipates that it will require the highest ranking Tenderer to:

- a. Provide evidence of tax clearance from the Revenue Commissioners of Ireland, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status (it should be noted in this regard that by providing information for electronic verification, the Tenderer grants permission to the NTMA to use such information in order to verify the Tenderer's tax clearance status);
- b. Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with section 4.4;
- c. Produce evidence of insurance as described in section 2.1 of Schedule 1 (Minimum Requirements);
- d. Confirm that the Declarations in the ESPD provided in accordance with section 1 of Schedule 1 (Minimum Requirements) continue to apply;
- e. Demonstrate compliance with any other applicable legal requirement specified by the NTMA as being a precondition to executing the contract; and
- f. Provide any other information requested by the NTMA.

If the successful Tenderer fails to provide the evidence which is considered by the NTMA as sufficient, it may be excluded from the competition and the NTMA reserves the right to proceed with the next highest ranked Tenderer.

The NTMA reserves the right to require the successful Tenderer to complete a checklist to demonstrate how such Tenderer shall comply with Data Protection Legislation.

7.4. Award of the Contract

Subject to compliance with all applicable pre-conditions and review by the NTMA of the Tenderer's standard terms and conditions for the Services, the NTMA will agree arrangements for the award of a contract to the successful Tenderer (which may include, without limitation, the placement of an order electronically).

SCHEDULE 1

MINIMUM REQUIREMENTS

Tenderers are required to complete the European Single Procurement Document (ESPD) Request provided as part of the suite of tender documentation issued on www.etenders.gov.ie . The ESPD must be completed and submitted as part of the tender response.

The NTMA reserves the right to seek, at any time, evidence substantiating the matters set out in the ESPD for the purposes of verification of the status of the Tenderer. Failure to provide appropriate evidence within the required timeframe specified will result in the Tenderer being eliminated from the competition.

1. ESPD Part III: Exclusion grounds

Tenderers should note that where a Tenderer is a consortium (as referred to in section 4.1 of the RFT), each consortium member must complete Part III of the ESPD separately.

- 1.1** Sections 3.B.1 and 3.B.2 of Part III of the ESPD contain grounds for exclusion of a Tenderer from participation in the procurement procedure for non-payment of taxes or social security contributions respectively. Without prejudice to such grounds for exclusion, the NTMA may also exclude a Tenderer from participation in the procurement procedure where the NTMA can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.
- 1.2** Regarding the exclusion grounds referenced in Sections 3.A (Ground relating to criminal convictions) and 3. B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD , the NTMA shall not be obliged to exclude a Tenderer where:
 - (a) on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
 - (b) such an exclusion would be disproportionate, including where:
 - i. only minor amounts of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 are unpaid, or
 - ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.1 above before the expiration of the deadline for submitting its tender; or
 - (c) a period of 5 years has elapsed from:
 - i. the date of conviction of the Tenderer for an offence referred to in Section 3.A (Grounds relating to criminal convictions) of Part III of the ESPD; or
 - ii. the date the relevant breach is established by the judicial or administrative decision in relation to the breaches referred to in Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD.

- 1.3** The power to exclude a Tenderer in one or more of the situations referred to in Section 3.C of

Part III of the ESPD, in the manner there mentioned, shall not be exercisable where the NTMA establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that section.

1.4 A Tenderer that is in one of the situations referred to in Part III of the ESPD may provide evidence to the effect that measures taken by the Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. In considering such evidence, factors that will be relevant to the NTMA's considerations will include whether the Tenderer can show that it has:

- (a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct concerned;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities, and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The NTMA shall, when evaluating the measures shown to be taken by the Tenderer above, take into account the gravity and particular circumstances of the criminal offence or misconduct concerned. If such evidence is considered as sufficient, the Tenderer concerned shall not be excluded from the procurement procedure. Where the NTMA considers that the measures shown to be taken by the Tenderer are insufficient, the NTMA shall give the Tenderer a statement of the reasons for that decision.

2. ESPD Part IV: Selection criteria

Tenderers should note that where a Tenderer is relying on the capacity of other entities for the purposes of fulfilling any of the Selection Criteria below the Tenderer must ensure that each such entity:

- i. completes and submits a separate ESPD in respect of each such entity, and
- ii. when requested by the NTMA, submit proof, to the satisfaction of the NTMA, that each such entity will place the necessary resources at the disposal of the Tenderer.

The Selection Criteria below will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements (subject to the above and section 4.3 (Reliance on Resources)), in which case any references in paragraph 2.1 below to "Tenderer" shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the tender.

Tenderers must declare by way of ESPD that they satisfy the Selection Criteria set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the NTMA in each case.

2.1 Minimum Insurance Requirement (Pass/Fail)

Tenderers should note that it will be a condition of the contract that the successful Tenderer shall, for the term of the contract, hold the following types of insurance or have other arrangements in place that the NTMA consider would provide equivalent protection in respect of the following risks:

- Employer's Liability;
- Public/Product Liability; and
- Cyber Liability.

The Territorial and Jurisdictional limits of all insurances requested must apply to the Republic of Ireland and must continue to do so for the duration of the Services.

Formal confirmation from the Tenderer's insurance company or broker (or other confirmation of equivalent arrangements, in a form satisfactory to the NTMA) will be requested from the successful Tenderer prior to the award of the contract and shall be a condition of contract award.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the ESPD for the purposes of declaring that this requirement is met.

3. Minimum Certification/Reseller Authorisation Requirement (Pass/Fail)

Tenderers must be certified as an Oracle Partner with reseller authorisation and provide evidence of same with their tender.

SCHEDULE 2

AWARD CRITERION

Award Criterion	Maximum Marks Available
1. Evaluation Cost , as described in section 4.1 of Schedule 3 (Form of Tender)	100
TOTAL AVAILABLE MARKS	100

1. Tender Evaluation Methodology:

- a. **Schedule 1 (Minimum Requirements)** - Tenders will be assessed for compliance with the minimum requirements contained in Schedule 1 (Minimum Requirements). Such assessment will be conducted on a pass/fail basis. Failure to meet the Minimum Requirements will lead to elimination.
- b. **Determination of most economically advantageous tender** - The tender with the lowest Total Evaluation Cost will be the most economically advantageous tender. The contract, if awarded, will be awarded to the Tenderer that submits the most economically advantageous tender.

2. Tie-Break Criteria

The following provisions will apply to any tie-break occurring in the evaluation process:

- a. If the evaluation results in a tie between two or more tenders, then the tender with the lowest total price for the provision of Program Technical Support Services in respect of the requirement item no.10 '18 x Exadata Storage Server Software - Disk Drive Perpetual' in the Appendix 2 (Evaluation Cost Table) referenced in section 4.1 of Schedule 3 shall be deemed the most economically advantageous tender.
- b. In the event of a tie and there being no difference in the lowest total price for the provision of Program Technical Support Services in respect of the requirement item no.10 '18 x Exadata Storage Server Software - Disk Drive Perpetual', then the tender with the lowest total price for the requirement item no.11 '4 x Oracle Linux Premier Support' in the Appendix 2 (Evaluation Cost Table) referenced in section 4.1 of Schedule 3 shall be deemed the most economically advantageous tender.
- c. In the event of a tie and there being no difference in the lowest total price for the requirement item no.11 '4 x Oracle Linux Premier Support', in the Appendix 2 (Evaluation Cost Table) referenced in section 4.1 of Schedule 3 occurring in the evaluation process, the NTMA reserves the right to contact the relevant tenderers and request best and final offer(s).

3. Confidentiality of Evaluation

Information deemed to be confidential by the NTMA will not be disclosed at any time, save as required by law.

SCHEDULE 3
FORM OF TENDER

TENDERERS MUST FOLLOW THE FORMAT OF TENDER AS SET OUT BELOW. TENDERERS WHO DO NOT FOLLOW THIS FORMAT MAY HAVE THEIR TENDER REJECTED.

Tenderers are referred to **Appendix 1 (Tender Response Document) (the “TRD”)** and **Appendix 2 (Evaluation Cost Table) (the “Evaluation Cost Table”)** which are provided in the suite of tender documents uploaded to www.eTenders.gov.ie. Tenderers must address all elements of Appendix 1 and Appendix 2 as listed below:

Tenderers are reminded of the evaluation methodology set out in Schedule 2 (Award Criterion) of the RFT.

1. General Information of the Tenderer

Tenderers must complete Part B: Tenderer Information of Appendix 1 (TRD).

2. Conflicts of Interest

Tenderers must disclose any actual or potential conflicts of interest pursuant to section 4.4 (Conflicts of Interest) of this RFT.

Tenderers must complete Part B: Tenderer Information of Appendix 1 (TRD).

3. Minimum Requirements

Tenderers must address in their tender all of the requirements set out in Schedule 1 (Minimum Requirements). Tenderers are referred to section 5.2 (Minimum Requirements) of the RFT.

Tenderers must complete Part 1: Minimum Requirements of Appendix 1 (TRD).

4. Award Criterion

Tenderers must complete the applicable sections of **Appendix 1 (TRD)** as set out below:

4.1. Evaluation Cost

Tenderers must complete the following section of **Appendix 1 (TRD)** and submit a completed Appendix 2 (Evaluation Cost Table) with their tender response:

Part 2: Evaluation Cost

5. Declaration by Tenderer:

Tenderers must complete Part 3: Declaration by Tenderer.

SCHEDULE 4

THE SERVICES

1. Scope of Services

The successful Tenderer appointed to provide the Services is the “**Service Provider**”.

The NTMA requires the provision of Program Technical Support Services (Service Level: Software Update License & Support) for existing Oracle licenses.

Program Technical Support Services

Start Date: 27.10.2026

Duration: 5 Years

The NTMA reserves the right to purchase additional licenses and support in addition to those it currently holds as required over the course of the contract.

NTMA is an Irish government agency and is eligible for government pricing if available.

Further information is set out below:

Product Description		Support Start Date	CSI #	Quantity
Item No.	Existing Licenses - Program Technical Support Services (Service Level: Software Update License & Support)			
1	Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	01.12.2026	19562514	20
2	Oracle Database Enterprise Edition - Named User Plus Perpetual	01.12.2026	19562514	50
3	Oracle Partitioning - Named User Plus Perpetual	01.12.2026	19562514	50
4	Oracle Partitioning - Processor Perpetual	01.12.2026	19562514	2
5	Oracle Advanced Security - Processor Perpetual	01.12.2026	19089418	8
6	Oracle Database Enterprise Edition - Processor Perpetual	01.12.2026	19089418	4
7	Oracle Data Masking Pack - Processor Perpetual	01.12.2026	19089418	8
8	Oracle Diagnostics Pack - Processor Perpetual	01.12.2026	19089418	8
9	Oracle Tuning Pack - Processor Perpetual	01.12.2026	19089418	8
10	Exadata Storage Server Software - Disk Drive Perpetual	01.12.2026	19089419	18
11	Oracle Linux Premier Support	09.01.2027	21619770	4
12	Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	01.12.2026	19320295	50
13	Oracle Data Integrator Enterprise Edition - Named User Plus	01.12.2026	19320295	25
14	Oracle Data Integrator Enterprise Edition - Processor Perpetual	01.12.2026	19320295	2
15	Oracle Database Enterprise Edition - Processor Perpetual	01.12.2026	15683896	2
16	Oracle Advanced Security - Processor Perpetual	01.12.2026	18049792	2
17	Oracle Database Enterprise Edition - Processor Perpetual	01.12.2026	18049792	2
18	Oracle WebLogic Suite - Named User Plus Perpetual	01.12.2026	18049792	20
19	Oracle WebLogic Suite - Processor Perpetual	01.12.2026	18049792	6
20	Oracle WebLogic Suite - Processor Perpetual	01.12.2026	18049792	1
21	Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	01.12.2026	19773561	25
22	Oracle Database Enterprise Edition - Named User Plus Perpetual	01.12.2026	19773561	150
23	Oracle Database Lifecycle Management Pack - Processor	01.12.2026	19773561	8
24	Oracle Data Integrator Enterprise Edition - Processor Perpetual	01.12.2026	19773561	6
25	Oracle Diagnostics Pack - Processor Perpetual	01.12.2026	19773561	8
26	Oracle Multitenant - Named User Plus Perpetual	01.12.2026	19773561	150
27	Oracle Tuning Pack - Processor Perpetual	01.12.2026	19773561	8
28	Oracle WebLogic Suite - Named User Plus Perpetual	01.12.2026	19773561	50
29	Oracle WebLogic Suite - Processor Perpetual	01.12.2026	19773561	1
30	Oracle Active Data Guard - Processor Perpetual	21.12.2026	20441468	4
31	Oracle Database Enterprise Edition - Processor Perpetual	21.12.2026	20441468	4
32	Oracle Diagnostics Pack - Processor Perpetual	21.12.2026	20441468	4
33	Oracle Tuning Pack - Processor Perpetual	21.12.2026	20441468	4
34	Oracle Data Visualization - Named User Plus Perpetual	29.11.2026	22059086	18
35	Oracle Multitenant - Processor Perpetual	29.11.2026	22059086	6
36	Oracle Multitenant - Processor Perpetual	27.10.2026	23245835	6

Product Description		Support Start Date	CSI #	Quantity
Item No.	Existing Licenses - Program Technical Support Services (Service Level: Software Update License & Support)			
37	Oracle Advanced Security - Processor Perpetual	01.12.2026	132377720	2
38	Oracle Data Integrator Enterprise Edition - Processor Perpetual	01.12.2026	132377720	1
39	Oracle WebLogic Suite - Processor Perpetual	01.12.2026	132377720	1
40	Oracle Linux Premier Plus Support	09.01.2028	CSI not available	6
41	Processor licence of Database Lifecycle Management Pack	01.12.2026	CSI not available	1
42	Named User Plus licences of Diagnostics Pack	01.12.2026	CSI not available	25
43	Named User Plus licences of Tuning Pack	01.12.2026	CSI not available	25
44	Named User Plus licences of Internet Developer Suite	01.12.2026	CSI not available	2

APPENDIX 1

TENDER RESPONSE DOCUMENT (TRD)

Note to Tenderers: Appendix 1 (TRD) is provided in the suite of procurement documents uploaded to www.eTenders.gov.ie

APPENDIX 2

EVALUATION COST TABLE

Note to Tenderers: Appendix 2 (Evaluation Cost Table) is provided in the suite of procurement documents uploaded to www.eTenders.gov.ie