



COMPETITIVE PROCEDURE DOCUMENT

Contracting Authority:	Bord Iascaigh Mhara (BIM), Ireland's Seafood Development Agency
Tender Title:	Provision of Development and Support Services for an Upgrade to the Finance Management System (FMS)
BIM Internal Reference:	2026-09
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Part 1: Introduction

Document Purpose: This document, the ‘Competitive Procedure Document’ or ‘CPD’, provides a description of the Tender Process. All information contained in this CPD is indicative only and will be superseded by the documents issued at Stage 2 (Initial Tender Stage), Stage 3 (Negotiation Stage) and Stage 4 (Final Tender Stage).

- 1.1 Bord Iascaigh Mhara (BIM), Ireland (the “Contracting Authority”) invites economic operators (“Tenderers”) to participate in this public procurement competition (the “Competition”) for the provision of the services as described in Appendix 1 to this document (the “Services”).
- 1.2 Bord Iascaigh Mhara (BIM) are inviting tenders for the implementation of an upgrade to cloud-based Microsoft Dynamics Business Central – Financial Management System from Microsoft Dynamics NAV 2018. The services to be provided under this contract are as follows:
 - A cloud-based Microsoft Dynamics 365 Business Central – Financial Management, with the necessary customisations and integrations to meet the requirements outlined in Appendix 1.
 - Yr1: Full system upgrade delivery, process flow / operational revision to optimise new functionality from the upgrade including implementation of services, system testing, project management, and the migration of relevant data from Microsoft Navision, limited to the running year and previous three (3) years transactions and balances.
 - The business will be responsible for final end-user testing and will assign an internal project manager to interface with the supplier’s project manager.
 - Yr1: Provision of structured training sessions for the solution, supported by role-based training materials (End users, L1, L2 support), and complete system documentation.
 - Yr2: Ongoing maintenance and support for all delivered Business Central customizations, supplemented by L3 and L4 support for advanced technical issues and escalations. L1 and L2 support is anticipated to be supported by in-house IT staff.
 - Appendix 1 outlines BIM’s projected volume metrics, extrapolated from the last 12 months of operational activity.
 - Ongoing Microsoft Dynamics 365 Business Central license fees are expressly excluded from this tender.
- 1.3 The Competition will be conducted in accordance with the Competitive Procedure with Negotiation under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). It is currently intended that the Tender Process will be conducted as set out in Part 2 of this Competitive Procedure Document (the “CPD”).
- 1.4 Any contract that may result from this competition (the “Services Contract”) will be issued for a term of 24-months (“the Term”). This Term will be broken into two stages:

- FMS System Implementation Period
- Live Production Environment Support

The first stage will focus on the FMS System Implementation Period, which is expected to be completed within twelve (12) months. The second stage of the Term will come into effect once the Implementation Period is complete and the system goes into a live production environment. This will then run up to the end of the Term. This contract timeframe will not exceed 24-months.

1.5 *Not used*

The Contracting Authority reserves the right to extend the Term for a period or periods of up to [insert number] months with a maximum of [insert number] such extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 *Not used*

The justification for an extended Term longer than the standard 4 years, is the long service-life of FMS systems justifies a longer contract to maximize the return on investment (value for money), in addition to minimizing the consequent disruption to the day-to-day finance operations of the Contracting Authority in acquiring, implementing and transitioning to any new functionality and platforms/hosting services envisaged as part of the Services.

1.7 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed services contract may amount to some €425,000 (excl. VAT) over the first twelve (12) month period (Year 1 activities as outlined in section 1.2), followed by Yr2 Support, with an estimated value up to €50,000 (excl. VAT) for the remainder of the contract. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

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

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

Part 2: Tender Process

2.1 The Competition process involves the following stages:

1. **Pre-Qualification Stage (this stage):** The Pre-Qualification Stage (this stage) will be used to short-list the number of potential tenders based on an evaluation of the responses contained in this questionnaire against the selection criteria. It is anticipated that up to 4 firms will be invited to tender.
2. **Initial Tender Stage:** Those invited to tender will be asked to provide a detailed response to the specification and award criteria. The Contracting Authority will evaluate those tenders against the award criteria and reserves the right to:
 - i. To apply the successive reduction rule to reduce the number of firms invited to the negotiation phase; or
 - ii. To invite all firms to negotiation meetings.
3. **Negotiation Stage:** Tenderers will be invited to attend a negotiation meeting at which all aspects of the tender submitted may be discussed, including contractual arrangements and costs.
4. **Final Tender Stage:** Those tenderers who participate in the Negotiation Stage will be accorded an opportunity to submit a best and final offer, which will be assessed against the award criteria.

2.2 An Indicative Timetable for the Competition is set out in the table below:

Task	Day
Issue Pre-Qualification Questionnaire	Day 0
Pre-Qualification Questionnaire Submission Deadline	Day 39 (+39 Days)
Issue initial Request for Tender	Day 53 (+14 Days)
Initial Tender Submission Deadline	Day 74 (+21 Days)
Initial Tender Evaluation and Invitations to negotiate and submit comments on RFT including contract	Day 88 (+14 Days)
Negotiation period concludes.	Day 102 (+14 Days)
Final RFT Deadline	Day 109 (+7 Days)

The above dates are indicative only. The Contracting Authority reserves the right to amend this indicative timetable. This timetable reflects the Contracting Authority's intentions at the time of drafting the CPD.

Stage 1: Pre-Qualification Stage (this stage)

2.2.1 Prospective Tenderers can submit their Expression of Interest to participate in this Competition by completing and submitting the Pre-Qualification Questionnaire (PQQ) contained in Appendix 2 of the CPD, together with a European Single Procurement Document (ESPD).

2.2.2 The Contracting Authority shall evaluate the submitted PQQs against the selection criteria and allocate scores accordingly. The 4 firms with the highest scores that exceed the minimum Selection criteria will be invited to submit tenders in Stage 2: Initial Tender Stage.

Stage 2: Initial Tender Stage

2.2.3 The 4 top-ranked firms from Stage 1: Pre-Qualification Stage (i.e. the 4 firms whose PQQs received the highest scores and exceeded the minimum Selection criteria) will be issued the Initial RFT and invited to submit a tender detailing their solution.

Stage 3: Negotiation Stage

2.2.4 Each Tenderer will be required to develop their solutions through one or more meetings with the Contracting Authority. These meetings will be an opportunity for open discussion of all aspects of the Contracting Authority's requirements:

- i. Discussions between the Contracting Authority and Tenderers during the meeting(s) will be based on Award criteria. To be clear, this can include all Award Criteria set out in part 4.3 of this CPD. The services contract is within scope for these discussions (see 2.5.2, below).
- ii. The Contracting Authority does not intend to provide detailed notes of each meeting to the Tenderers. The Contracting Authority will keep a record of all action points and outstanding issues from each meeting which will allocate actions to both the Contracting Authority and the Tenderer, together with a deadline for completion in order to drive the negotiation forward. This record shall be circulated by the Contracting Authority to the relevant Tenderer.
- iii. It is expected that there will be at least one meeting with each of the Tenderers prior to the conclusion of the Stage 3 Negotiation Stage. The Contracting Authority may (where appropriate) require Tenderers to attend further meetings. The meetings will run for approximately 3 hours and in any event no longer than 4 hours. Dialogue meetings will be held in the Contracting Authority's office at West Pier, Old Dunleary Road, Dún Laoghaire, Co. Dublin, A96 A621 or remotely using video conferencing platform, MS Teams – this will be decided by the Contracting Authority and communicated to participants beforehand. Unless notified otherwise, meetings will be conducted in English. All costs and expenses incurred by a Tenderer in participating in the meetings will be borne by the Tenderer.

2.2.5 An important goal of Stage 3: Negotiation Stage is to ensure that the Services Contract (implementation, hosting and ongoing support) is fair, equitable, and is fit for purpose. As such, the Contracting Authority fully expects that Tenders may wish to suggest amendments to the Initial Services Contract that shall be included by the Contracting Authority in the Initial RFT:

- i. A Tenderer must include any amendments which it proposes to the Initial Services Contract as part of its initial tender. Tenderers shall set out each amendment in a table ("Table of Amendments") which will be included in the Tender Response Document. For each amendment, the Tenderer shall identify:
 - a. the clause of the Initial Services Contract to be amended; and
 - b. the text of the clause marked up to highlight the words that the Tenderer requires to be inserted into and/or deleted from that clause.
- ii. Without prejudice to its rights under Part 3 of this CPD (Instructions to Tenderers), the Contracting Authority reserves the right to amend the Initial Services Contract or the Services Contract, at any stage during the tender period.
- iii. The fact that an amendment is proposed in any Tender submission is not an indication that such an amendment will ultimately be acceptable to the Contracting Authority.
- iv. The Contracting Authority will consider all amendments proposed by Tenderers and may, at its discretion, revise the Initial Services Contract to take into account (in whole or in part) any amendments raised by any or all of the Tenderers which the Contracting Authority considers to be appropriate for inclusion in an amended version of the Initial Services Contract (the "Services Contract"). Tenderers should therefore be aware when submitting their suggested comments and amendments to the Initial Services Contract that such amendments, or amendments arising from such comments, may be reflected in the Services Contract to be sent to all Tenderers (although, for the avoidance of doubt, there will be no attribution of an amendment to any Tenderer). If the Contracting Authority decides, in its absolute discretion, to revise the Initial Services Contract pursuant to the above, the Contracting Authority will issue the Services Contract incorporating relevant amendments as aforesaid. Thereafter, references in this CPD to the Initial Services Contract will, where appropriate, be deemed to be references to the Services Contract.
- v. Tenderers may not submit further amendments to the Services Contract in their Final Tender. Any attempt to do so may be viewed as a qualified Tender and may be rejected. Tenderers should not assume that they will be given the opportunity to agree any further amendments to the Services Contract in the event that they are appointed Preferred Tenderer and should take the opportunity to submit material commercial matters in the Table of Amendments.
- vi. The Initial Services Contract shall be provided with the Initial RFT.

2.2.6 Subject to the terms of this CPD and the Regulations, the Contracting Authority will treat all commercially sensitive information submitted by a Tenderer and/or discussed in the negotiation meetings in the strictest commercial confidence. The Contracting Authority shall not reveal to Tenderers proposed solutions or other confidential information communicated by other Tenderers, without the agreement of those other Tenderers.

Stage 4: Final Tender Stage

2.2.7 The Contracting Authority shall continue the Negotiation Process until it can identify the solution or solutions which can satisfy the requirements of the Services. Thereafter the Contracting Authority shall declare and inform Tenderers that the Negotiation Stage has concluded and request that the Tenderers submit their final Tenders:

- i. The Contracting Authority will issue a Final RFT that incorporates any changes to its specification arising from the meetings with Tenderers during Stage 3: Negotiation Meetings.
- ii. The Contracting Authority will set a deadline for receipt of Final Tenders that provides Tenderers with sufficient time to modify or re-submit amended tenders

2.2.8 The Contracting Authority will assess the final tenders against the Award criteria set out in the CPD. No negotiation is permitted after the receipt of final tenders.

Part 3: Instructions to Tenderers

3.1 Important Notices

3.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

3.1.2 This CPD does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

3.1.4 In this clause 3.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it as part of this Competition, is required to confirm in the statement required under paragraph 3.3 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

3.2 Compliant PQQs

3.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 3.2.1, the Contracting Authority reserves the right to reject the Tenderer's submission as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- a. To complete and submit with their PQQ the electronic version of the European Single Procurement Document ("eESPD"). Alternatively, Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
 - i. the information contained in it continues to be correct; and
 - ii. that they satisfy the Selection Criteria for this Competition as set out at part 4.2 below.
- b. To submit all documentation which this CPD requires to be submitted with their PQQ;
- c. To conform to and comply with all instructions and requirements set out in this CPD;
- d. To submit the statement required under paragraph 3.3 below; and
- e. Not to alter or edit this CPD in any way.

3.2.2 Without prejudice to the generality of paragraphs 3.2.1, failure to comply with paragraphs 3.5.1, 3.5.2 or 3.5.3 below will render the submitted PQQ non-compliant and it will be rejected.

3.3 Acceptance of Competition Requirements

Each Tenderer is required to accept the provisions of this Competition by signing the declaration provided in the Pre-Qualification Questionnaire.

3.4 Consortia and Prime/Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender under this Competition, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorized to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

3.5 Queries and Clarifications

3.5.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12 noon (Irish Standard Time) on Friday, 4th September 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

3.5.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately. However, queries will be edited to avoid disclosing the identity of the individual or firm who made the query.

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

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

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

3.6 Tendering Costs

3.6.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

Note: This applies regardless of whether such events require travel or remotely using web conferencing platforms.

3.7 Confidentiality

3.7.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- a. are furnished for the sole purpose of replying to this RFT only;
- b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- c. shall be treated as confidential by the Tenderer and by any third parties including subcontractors) engaged or consulted by the Tenderer; and
- d. must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

3.8 Environmental, social and labour law

3.8.1 In the performance of any Services Contract awarded, the successful Tenderers 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 international, environmental, social and labour law listed in Schedule 7 of the Regulations.

3.8.2 Tenderers shall be required to include an undertaking 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 No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

3.8.3 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 Contracting Authority 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 Contracting Authority 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.

3.9 Publicity

3.9.1 No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

3.10 PQQ Submission Requirements

3.10.1 PQQs must be submitted via the electronic post box available on www.etenders.gov.ie. Only documents submitted to the electronic post box will be accepted. PQQs and Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required documentation before the Tender Deadline (as defined in paragraph 3.5.2). Tenderers should take into account the fact that upload speeds vary. There may be size restrictions for documents sent to the electronic post box. For details, refer to user guides available on www.etenders.gov.ie.

In order to submit a document to the electronic post box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

3.10.2 Completed PQQs must be received not later than **12 noon (Irish Standard Time) on Monday, 14th September 2026 (the “Tender Deadline”)**. PQQs that are received late **WILL NOT** be considered in this Competition.

3.10.3 All PQQs must be submitted in English.

3.10.4 Subject to paragraph 3.12 and 3.16, each Tenderer is limited to submitting one PQQ in its own capacity and one PQQ as part of a consortium/group of undertakings under this Competition.

3.10.5 All PQQ submitted in soft copy must be compiled such that they can be read immediately using PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

3.10.6 To be clear, tenderers are only requested to complete Stage 1 at this point. Tenderers should not undertake any of the steps for subsequent Stages 2, 3 and 4 outlined in Part 2 of this CPD unless they are invited to do so by the Contracting Authority. The Contracting Authority will not give any consideration to or evaluate any Tender submitted outside of this process.

3.11 Registerable interest

3.11.1 Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the PQQ or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a PQQ, must be communicated to the Contracting Authority immediately upon such

information becoming known to the Tenderer or Subcontractor.

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.ie. The Contracting Authority 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 Services Contract entered into by a Tenderer.

3.12 Anti-competitive conduct

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

3.13 Industry terms used in this Competition

3.13.1 Where reference is made to a particular item, source, process, trademark, or type in this Competition then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

3.14 Freedom of information

3.14.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

3.14.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

3.15 Tax Clearance

3.15.1 It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

3.16 Conflicts of interest

3.16.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority 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 Services Contract entered into by a Tenderer.

3.17 Withdrawal from this competition

3.17.1 Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

3.18 Insurance

3.18.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance Indemnity Limit	
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Product Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€1.3 million for each and every claim excluding defence costs
Cyber Liability	€5 million limit for any one claim or series of claims arising out of a single occurrence

Proof of insurance will only be required at Contract Award stage. This is only being highlighted at this stage of the competition for information purposes.

3.18.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 3.18.1, (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

3.18.3 The successful Tenderer will, during the term of the Services Contract, be required to:

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

Part 4: Selection and Award Criteria

4.1 Compliant PQQs

Only those Tenderers who have:

- (a) Submitted compliant PQQs pursuant to paragraph 3.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria in this Competition as set out in part 4.2 below (the “Selection Criteria”), will be evaluated in accordance with the Selection Criteria at part 4.2 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 4.2 below it must ensure that each such entity:

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

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 4.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine PQQs before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 4.1, the Contracting Authority

reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4.
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 4.2 below.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this CPD and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this CPD or a subsequent RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CPD or a subsequent RFT.

4.2 Selection criteria

Tenderers will either pass OR fail each of the Selection Criteria. In part 4.2a Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Tenderers that pass the Selection Criteria in part 4.2.C System Selection Criteria will be awarded marks using the scoring methodology set out in that section.

The four (4) firms with the highest scores that exceed the minimum Selection Criteria will be invited to submit tenders in Stage 2: Initial Tender Stage. For the avoidance of doubt, it is emphasised that the information requested in the Pre-Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the later competitive tendering stages.

Economic and Financial Standing

Tenderers and any/all members of a consortium must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

1. Tenderers and any/all members of a consortium have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.
2. Tenderers will be compliant with their social security and legal obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence of the insurance policies specified in section 3.18.
4. Tenderers (on a solo or cumulative basis) meet the minimum turnover requirement of €950,000 over each of the last three financial years and will provide evidence from their accountants/ auditors to this effect. Please note that this is a nominal figure that meets procurement requirements. It should not be read as indicative of the budget for this project.
5. Tenderers will provide a letter from their bank indicating their account is in good standing.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must address each of the selection criteria and sub-criteria below in the PQQ.

Requirement: Previous Experience

Marking Scheme: Pass/Fail

Description:

1. Tenderers must demonstrate the successful delivery of at least three comparable projects in scale (i.e. contract value), nature (Business Central), quality and complexity) delivered during the three previous years: Describe in detail, the services provided
2. Outline the extent to which each contract is comparable to the Contracting Authority's current service requirements set out in the RFT
3. Note: It is preferable that one of the projects is with a public sector body.
4. Provide details of the management systems/approach employed during the course of the contract as well as details about how the Tenderer engaged with the client to determine and deliver their requirements.
5. Successful Tenderers must also provide a written signed reference from each of the three [3] clients confirming the information provided is true and accurate, if requested to do so.

Requirement: Data Protection

Marking Scheme: Pass/Fail

Description:

Tenderers must demonstrate that the required and adequate measures are in place in compliance with all applicable Data Protection Laws:

1. It is a minimum requirement of this Tender that data should be stored in the EU/EEA (note that EEA does not include the United Kingdom, including Northern Ireland). Tenderers must confirm that data will be stored within the EU/EEA and detail the specific location(s) where the information processed in the solution will be stored.
2. It is a minimum requirement of this Tender that any data sub-processors appointed by the Contractor should be located within the EU/EEA (note that EEA does not include the United Kingdom, including Northern Ireland), and that the Contractor has a data protection agreement in place with such sub-processors which is fully compliant with Article 28 of the GDPR. Tenderers must indicate if they will use data sub-processor(s) and if so, detail the name and specific location of the sub-processor(s) and confirm that they have an appropriate data protection agreement in place with the sub-processor(s) which is in substantially the same format as the Data Processing Addendum, which has been signed by the Contractor for the purposes of this Tender.
3. Tenderers must describe how they ensure that Contracting Authority data (including back- ups) will not leave the EU/EEA (note that EEA does not include the United Kingdom, including Northern Ireland).
4. Contracting Authority data must be segregated from other customers' data and must be inaccessible to any other organisation for any other purpose. Tenderers must clearly confirm whether they can fulfil this requirement and outline how this is achieved in their solution.
5. Tenderer must describe how they would ensure (1) the integrity and (2) the security of the Contracting Authority data (including backups).
6. If any of the resources that will work on the development, implementation, and/or ongoing support of this solution are located outside the EEA (note that the EEA does not include the United Kingdom, including Northern Ireland), Tenderer must describe how they will ensure compliance with GDPR and in particular confirm what appropriate safeguards it has in place for the purposes of Chapter 5 of the GDPR to legitimate such transfers. Where either Standard Contractual Clauses or Binding Corporate Rules are relied upon, the Tenderer must confirm that they have carried out the required transfer impact assessments to ensure compliance with Data Protection Laws.
7. Tenderers must describe their Data Protection regime.

Requirement: Quality Assurance

Marking Scheme: Pass/Fail

Description:

Tenderers must demonstrate that adequate measures are in place to ensure the delivery of a quality service:

1. Describe the Tenderer's policy and procedures for quality assurance.
2. If third-party certified, provide details.

As well as implementing a Financial Management System, tenderers shall be required to provide ongoing support. Best practice defined processes should be supported by the solution as standard including, Incident Management, Problem Management, Change Management, Knowledge Management, Release & Deployment Management, Configuration Management, Service Level Management, Service Catalogue Management, Asset Management.

Please confirm that your support services implement ITIL standard activities in this area. If the tenderer uses a framework e.g. ITIL, they must demonstrate this or its' equivalence in this response.

Requirement: Sustainability

Marking Scheme: Pass/Fail

Description:

Tenderers must demonstrate that adequate measures are in place to ensure the delivery of a sustainable, environmentally friendly service:

1. Describe the Tenderer's policy and procedures for environmental management.
2. If third-party certified, provide details.

Note: In describing their policies and procedures, Tenderers should describe how they incorporate green criteria into their service and supply chain. For Data services / hosting platforms this can include (but is not limited to):

1. Steps taken to verify energy efficiency of ICT and data centre services
2. Use of renewable energy sources by ICT and data centre services
3. Responsible sourcing and end-of-life management
4. Renewable energy initiatives – solar, wind
5. Promotion of Sustainable Transport - Electric Vehicles, Hydro Treated Vegetable Oil, Electric Bikes, Smart Travel Mark
6. Energy efficient design in buildings
7. Green Teams
8. Energy Management Systems

Requirement: Artificial Intelligence use and capabilities

Marking Scheme: Pass/Fail

Description:

Tenderers must describe any Artificial Intelligence (AI) or Machine Learning (ML) technologies included in their proposed solution.

If your solution uses AI or ML, please provide the following information:

1. Explain how the solution ensures the integrity, accuracy, and auditability of data processed by AI features.
2. Explain any additional licenses that are required to use the solution AI features.
3. Detail measures to protect the personal and sensitive information of the client's personnel, customers, and stakeholders, in line with relevant privacy legislation such as GDPR.
4. Summarise how AI risks, biases, and unintended impacts are managed.
5. Confirm alignment with recognised ethical AI principles and demonstrate adherence to ISO 42001 certification or equivalent – please describe what relevant sections of the certification you adhere to?
6. Tenderers should also indicate whether AI features are optional or integral to the solution and identify any related operational dependencies.

Requirement: Certifications

Marking Scheme: Pass/Fail

Description:

Tenderers must provide details of current organisational certifications, vendor affiliate schemes (e.g. Microsoft Partner), and relevant accreditations held that demonstrate adherence to recognised IT governance, security, and service management standards. This could include, but is not limited to:

1. Microsoft solutions partner for Business applications.
2. Information Security and Data Protection such as ISO/IEC 27001 (Information Security Management) or equivalent.
3. Any additional certifications demonstrating adherence to recognised IT management, cloud security, or data privacy standards.

System Selection Criteria

Tenderers must address each of the system requirement criteria mentioned below in the PQQ Document. These Selection Criteria are scored and shall be used to rank Tenderer's PQQs to determine which tenderers shall be invited to Stage 2.

1. Functional Requirements			
Tenderers are asked to describe how they their solution facilitates the functional requirements set out in Appendix 1 of this CPD.			
ID	These are divided into sections as follows:	Maximum Marks Available	Minimum Qualifying Threshold (60%)
F1	Core Finance	100	60
F2-1	Purchase Requisition, Orders, Contract and Procurement Management System (overarching procurement approval)	200	120
F2-2	Invoices and Accounts Payable	175	105
F3	Tax	150	90
F4	Reporting & Business Intelligence	50	30
F5	Fixed Assets	75	45
F6	Banking and Reconciliation	100	60
F7	Budgeting and Forecasting	75	45
F8	Debtors Ledger	75	45

2. Non-Functional Requirements			
Tenderers are asked to describe how they their solution facilitates the non-functional requirements set out in Appendix 1 of this CPD.			
ID	These are divided into sections as follows:	Maximum Marks Available	Minimum Qualifying Threshold (60%)
N1	Client Access and Usability	100	60
N2	Interfaces and Connectivity	275	165
N3	Data Security & Compliance	150	90
N4	Hosting & Availability	100	60
N5	Implementation & Training	275	165
N6	Maintenance & Support Services	100	60

Note:

- The marks available for each of the functional and non-functional requirement categories are set out above. A total of 1,000 marks is available for each set of requirements.
- Responses to BOTH sets of requirements will be assessed and scored by based on the Category Type attributed to each requirement as detailed in Appendix 1.1.
- Each category is made up of several sub-sections – each sub-section contains individual requirements. When completing the Tender Response Document, please provide an overview response for each section (in Column E for Tabs F1-F8 & Column F for Tabs N1-N6).
- At Stage 2 of the tender process, we will seek more detailed responses for each individual requirement.

4.3 Award criteria

Note: The Award Criteria set out in this section will be evaluated at the tender stages (Stages 2,3 and 4) of the Competition. Tenders are not required to respond to them at this point of the competition – i.e. they do not need to be addressed in the PQQ. They are provided here for information purposes only.

The Contracting Authority shall evaluate the submitted PQQs against the selection criteria and allocate scores accordingly. The 4 firms with the highest scores that exceed the minimum Selection criteria will be invited to submit tenders in Stage 2: Initial Tender Stage.

To be clear, tenderers are only requested to complete the PQQ at this point. Tenderers should not respond to these Award Criteria unless they are invited to submit a tender by the Contracting Authority. The Contracting Authority will not give any consideration to or evaluate any Tender submitted outside of this process.

4.3.1 The services contract will be awarded on the basis of the most economically advantageous tender(s) in accordance with the Award criteria set out in the Initial and Final RFTs. It is intended that the Award criteria set out in the table below will apply. However, these Award Criteria are indicative only and may be superseded by the RFTs and associated documents issued at Stage 2 (Initial Tender Stage), Stage 3 (Negotiation Stage) and Stage 4 (Final Tender Stage).

Award Criteria	Weighting of Max. Marks (%)	Maximum available marks	Minimum qualifying threshold
1. System Award Criteria			
AWARD CRITERION A – Functional Requirements			
Responses to the individual functional requirements set out in Appendix 1.1 of this CPD.	20%	2,000	1,200
AWARD CRITERION B – Non-Functional Requirements			
Responses to the individual non-functional requirements set out in Appendix 1.1 of this CPD.	15%	1,500	900
2. Other Award Criteria			
AWARD CRITERION C – Resources & Delivery Approach			
Resources Tenders are asked to describe their team for the implementation and support phases of the contract: - Describe the proposed team including roles, responsibilities and reporting lines - Describe whether roles are in-house or outsourced/sub-contracted - Describe the location of roles, in particular any located outside of the EEA. Tenderers must complete and submit Biographical Summaries for the following team members:	25%	2,500	1,500

Award Criteria	Weighting of Max. Marks (%)	Maximum available marks	Minimum qualifying threshold
- Contract/Account Manager - Implementation/Project Manager <u>Delivery Approach</u> Tenderers are asked to describe their proposed delivery approach which will include the following information: - A description of the proposed test approach and any support required from BIM. - A project plan for the implementation and test phase which will contain the following information: - Key tasks and activities. - Work Breakdown Structure including effort analysis. - Key assumptions (Timeline, Cost, Resources). - Dependencies (External and Internal). - A description of the proposal for training of BIM staff. - A description of the proposal for data migration during solution implementation.			
AWARD CRITERION D – Support & Maintenance			
Tenderers are asked to provide details of their proposed service support model, which will include: - Tenderers are asked to provide a description of the on-going Contract / Account Management process for BIM. - Tenderers are asked to provide a description of their proposed service support model: - Describe the responsibilities Level 3 and Level 4 Support - Describe the incident response process - Describe the escalation process for unresolved issues, including contact points at different escalation levels. - Describe the processes for downtime notification and communication. <i>(Please note that ITIL defined processes should be supported by the solution as standard including, Incident Management, Problem Management, Change Management, Knowledge Management, Release & Deployment Management, Configuration Management, Service Level Management, Service Catalogue Management, Asset Management. If the tenderer uses an equivalent framework to ITIL, they must demonstrate its equivalence.)</i> - Tenderers are asked to provide a description of Service Management reporting that they would provide for BIM.	5%	500	300

Award Criteria	Weighting of Max. Marks (%)	Maximum available marks	Minimum qualifying threshold
4. BIM requires process for dealing with various change requests that may arise (requests for additional functionality, web development support etc.). Tenderers are asked to describe their process for dealing with Change Requests. 5. Tenderers are asked to provide a proposed SLA. 6. Please describe what the exit strategy be should the contract be terminated, or at end of contract, to ensure integrity or transfer of data to new solution.			
AWARD CRITERION E – Sustainability / Environmental			
Tenderers must demonstrate that adequate measures are in place to ensure the delivery of a sustainable, environmentally friendly service: - Describe the Tenderer's policy and procedures for environmental management. - If third-party certified, provide details Note: In describing their policies and procedures, Tenderers should describe how they incorporate green criteria into their service and supply chain. For Data services / hosting platforms this can include (but is not limited to): - Steps taken to verify energy efficiency of ICT and data centre services - Use of renewable energy sources by ICT and data centre services - Responsible sourcing and end-of-life management.	5%	500	N/A
AWARD CRITERION F – Cost			
Tenderers are required to outline their cost proposal by completing the pricing schedule that accompanies the Initial Call for Tender.	30%	3,000	N/A
TOTAL	100%	10,000	N/A

Qualitative award criteria will be assessed first.

Only those Tenders that score a mark equal to or in excess of the minimum qualifying threshold (as shown in the table above) for award criteria A to E will proceed to be evaluated under award criterion F (Cost).

Tenderers which fail to achieve the minimum qualifying thresholds will result in the Tenderer being eliminated from the competition and no further evaluation of its Tender will be carried out. Also in such circumstances, the Tenderer's Pricing Schedule will not be evaluated.

Scoring of the qualitative award criteria will be based on an assessment of the information provided by Tenderers and each response element will be awarded marks using the scoring methodologies set out in part 4.4, below.

4.4 Scoring Methodology

The Scoring Methodologies set out in this section will be used to evaluate the information provided at the tender stages (Stages 2,3 and 4) of the Competition. They are provided here for information purposes only.

- 4.4.1** The System Requirements may be amended following evaluation of the PQQ's received in Stage of the Competition. If this is the case, the Initial RFT will set out any amendments to the System Requirements and ask Tenderers to respond to them.
- 4.4.2** The scoring methodology set out below will be used by the Contracting Authority to evaluate Award Criteria A to E that require scores to be allocated. The allocated score represents a percentage of marks available based on the scheme set out below:

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to a high standard.
70% - 79%	A good response which demonstrates a satisfactory understanding of requirements and gives acceptable assurance of delivery to an adequate standard.
60% - 69%	A reasonable response which demonstrates some understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lack credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

- 4.4.3** Please refer to the initial RFT (when issued in the next Stage of the competition) for details about the cost criteria. Note: Completion of the Pricing Schedule is not required at this point.

Tenderers will be ranked according to the costs they provide in the Pricing Schedule. The highest ranked Tenderer will be the one with the lowest overall cost and they shall be allocated 3,000 marks for Award Criteria F.

All other Tenderers will be allocated marks according to cost they provided as a proportion of the cost received from by the highest ranked Tenderer using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate Under Evaluation}} \times \text{Maximum Number of Marks Available}$$

Appendix 1: Requirements and Specifications

Tenderers must address each of the requirements in this part of the CPD. When responding to the PQQ and the RFTs issued in later stages of this competition, tenderers must submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

Scope of this Procurement

Bord Iascaigh Mhara (BIM) are inviting tenders for the implementation of a cloud-based Financial Management System. The services to be provided under this contract are as follows:

- A cloud-based Microsoft Dynamics 365 Business Central – Financial Management, with the necessary customizations and integrations to meet the requirements outlined in Appendix 1.
- Yr1: Full system upgrade delivery, process flow / operational revision to optimise new functionality from the upgrade including implementation of services, system testing, project management, and the migration of relevant data from Microsoft Navision, limited to the running year and previous three (3) years transactions and balances. The business will be responsible for end-user testing and will assign an internal project manager to interface with the supplier's project manager.
- Yr1: Provision of structured training sessions for the solution, supported by role-based training materials (End users, L1, L2 support), and complete system documentation.
- Yr2: Ongoing maintenance and support for all delivered Business Central customizations, supplemented by L3 and L4 support for advanced technical issues and escalations. L1 and L2 support is anticipated to be supported by in-house IT staff.
- Appendix 1 outlines BIM's projected volume metrics, extrapolated from the last 12 months of operational activity.
- Ongoing Microsoft Dynamics 365 Business Central license fees are expressly excluded from this tender.

Tenderers are instructed to read this document carefully before completing the PQQ.

FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS ARE ONLY IN THE APPENDIX 1.1 (Excel Sheet) – SEPARATE DOCUMENT FOR VERSION CONTROL.

Appendix 2 : Pre-Qualification Questionnaire

Please complete Stage 1 Pre-Qualification Questionnaire (attached separately).

Appendix 3: Tenderers' Statement

Complete and sign the declaration below only if invited to participate in Stage 2 Initial Tender Stage by the Contracting Authority.

TO: Bord Iascaigh Mhara, Ireland's Seafood Development Agency ("BIM")

RE: Provision of Development and Support Services for an Upgrade to the Finance Management System (FMS)

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT, our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, BIM, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to BIM for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to BIM upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

Signature: _____
(Authorised Signatory)

Print Name: _____

Company Name: (if applicable)	
Address:	
Telephone Number:	
Mobile Number:	
Email:	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Complete and sign the declaration below only if invited to participate in Stage 2 Initial Tender Stage by the Contracting Authority. **Note the requirement to have it witnessed by a Practising Solicitor / Commissioner for Oaths.**

Re: Provision of Development and Support Services for an Upgrade to the Finance Management System (FMS)

NAME: INSERT

ADDRESS: INSERT

I, [insert name of Declarant], of [insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [insert name of entity] and am authorized by [insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [insert name of entity] in response to an RFT dated titled [insert description of competition] published by Bord Iascaigh Mhara (BIM) ("the Contracting Authority").
2. Neither [insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [insert name of entity] nor any person who has powers of representation, decision or control in [insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

- f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [insert name of entity]:
- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.
4. [insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts)

Regulations 2016 (Statutory Instrument 284 of 2016).

- i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority

Signature of Declarant

**Name of Declarant in print or
block capitals**

Declared before me by _____ who is personally known to
me (or who is identified to me by _____ who is personally known to
me) at _____ this _____ day of _____ 20__

Signed (Practising Solicitor / Commissioner for Oaths)