



An Coimisiún
um Rialáil Fóntas
**Commission for
Regulation of Utilities**

Invitation to Tender (ITT) dated 17/09/2026

for the provision of an

**Integrated Board Governance and Risk Management
Software Solution**

CRU File Ref: 011-03-641

Tender procedure: Open procedure

Tender Deadline: 16/10/2026



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Invitation to Tender

The Commission for Regulation of Utilities (“**CRU**”) invites you to submit a tender for the provision of Risk Management and Board Governance Software Applications as more particularly described below (the “**Procurement**”).

Title:	Tender for the Provision of an Integrated Board Governance and Risk Management Software Solution
Published by:	CRU
Publication Date:	17/09/2026
Deadline for queries:	30/09/2026
Tender deadline:	16/10/2026
Notice Type:	Invitation to Tender

Term of the contract: Any Services Contract that may result from this Competition will be issued for a term of 24 months (the “Term”). The CRU reserves the right, at its discretion, to extend the Term of the contract for a further 24 months with a maximum of 2 such extension on the same terms and conditions, subject to obligations at law (Maximum term of 72 months i.e. 6 years).

Estimated value of the contract:

The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract for the Term (including any potential extension of the Term) is a total of approximately €210,000 excl. VAT.

Tenderers must understand that these figures are an estimate only based on current and future expected usage.

Statement of requirements: The scope and requirements for the contract are set out in Appendix 1.

The successful Tenderer will be fully responsible for all aspects of its Tender, including compliance with laws, health and safety and otherwise.



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Tender Submission Requirements

Please submit a Tender responding to the questions outlined at Appendix 1 to this Invitation to Tender (ITT) and send your Tender within the timeframe stated below .

Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. 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 tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. 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.

All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF or Microsoft Word. The CRU is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

Tenders must be received not later than **12:00pm GMT on 16 October 2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

The Tenders received in response to this invitation will be graded based on the criteria outlined in Appendix 2 to this ITT.

The contract will be on the terms and conditions set out in Appendix 4.

All queries relating to any aspect of this Competition or of this ITT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **5:00pm GMT on 30 September 2026** unless otherwise published by the CRU. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

This Procurement is subject to the Procurement Conditions outlined at Appendix 3 to this ITT.



Appendix 1: Statement of Requirements

1. The statement of requirements in respect of the contract is as follows:

1.1 Overview

The Commission for Regulation of Utilities (CRU) is Ireland's independent energy and water regulator. The CRU's purpose is to actively serve the public interest by regulating the provision of energy and water to Irish homes and businesses, while supporting the transformation to net zero.

In accordance with its 2025-27 Strategic Plan, the CRU is guided by eight strategic priorities that sit alongside the core activities we undertake to deliver in the public interest. These are:

- i. Support the Transition to Net Zero;
- ii. Enable Efficient and Competitive Energy Markets;
- iii. Enable Resilient Critical National Infrastructure;
- iv. Ensure Efficient Investment in Infrastructure Delivery;
- v. Protect the Public Interest in Energy Safety;
- vi. Effective Economic Regulation of Water Services;
- vii. Empower and Protect All Customers; and
- viii. Enhance Teams, Capabilities and Governance Standards.

The CRU requires access to an integrated, off-the-shelf software solution comprising Board Governance and Risk Management functionality. The solution may be delivered through a single platform, separate modules, partner components provided that the Tenderer acts as the prime contractor and remains fully responsible for the configuration, delivery, integration, implementation, training, performance, security, support, maintenance and contractual obligations of the complete solution.

The complete integrated solution is expected to support approximately 100 users overall, comprising approximately 40 users of the Board Governance functionality and 60 users of the Risk Management functionality.

- **Board Governance Software functionality:** The functionality is required to facilitate, inter alia, the CRU's Commission members and Senior Leadership Team (and Committees) review and approval of regulatory documentation and to support the governance and management of senior management meetings.
- **Risk Management Software functionality:** The functionality is required to support implementation of the CRU's risk management framework, including the recording, monitoring, reporting and escalation of organisational risks.

Tenderers are also requested to identify other functionality available from their software, separate to the functionality listed in Section 1.2 Statement of Requirements, that could potentially support the CRU's governance, risk, assurance, reporting, document management or wider digitalisation objectives. Any additional functionality should be clearly set out in TRD Document B – Cost Award Criteria Response; however, it will not be evaluated unless expressly stated by the CRU. Tenderers should clearly identify whether such functionality forms part of the core solution, is an optional module, or is provided by a third-party solution.



1.2 Statement of Requirements

Board Governance Software Functionality

The CRU is seeking a board governance software application to support the secure preparation, distribution, review, approval and management of regulatory papers, meeting packs and governance documentation.

The solution must enable authorised CRU staff to:

- securely upload, organise and circulate papers electronically;
- enable members of the Senior Leadership Team and other authorised users to review, annotate, comment on, approve and access meeting materials; and
- support the effective management of meetings, decisions, minutes, actions and related records.

Tenderers should also describe their proposed approach to:

- solution architecture, SSO / Entra ID Integration, M365 interoperability;
- hosting arrangements, with particular emphasis on data residency and records management,
- data ownership and AI/data-use restrictions;
- backup and recovery;
- service availability and system performance statistics;
- release management and change control; and
- scalability, including how the solution will accommodate changing CRU usage requirements.

Further details on the functionality sought by the CRU are set out in Table 1 below. The solution will be used by approximately 40 users, comprising members of the Commission and Senior Leadership Team, Risk Management Teams, Audit and Risk Committee, other management roles and relevant support staff.

The CRU operates a hybrid working environment, with staff working remotely and from the CRU office. The Board Governance Software solution must therefore operate securely and reliably across multiple locations as a modern, web browser-based Software as a Service (SaaS) solution.

The solution must be accessible securely over the internet, without requiring CRU-managed server infrastructure, client/server applications or VPN connectivity. System security must be clearly defined with the tenderer response.

Specific requirements are set out below:

- The Contracting Authority considers the requirements set out in Table 1 and 3 of this section of the ITT to be **Mandatory Requirements** for this Competition. Tenderers must fully demonstrate all these Mandatory Requirements (“MR”). Desirable Requirements (“DR”) set out in Table 2 and Table 4 below are not mandatory.
- Tenderers should clearly describe how the proposed solution meets each Requirement and provides supporting evidence, including relevant screenshots, demonstrations, technical documentation or customer examples, where available. Responses will be evaluated as part of the applicable quality award criterion (2).
- Unless otherwise requested, a mere affirmation statement by the Tenderer that it can/will do so or a reiteration of tender requirements is **NOT** sufficient in this regard.

Table 1: Board Governance Software (Mandatory Requirements)

No.	Mandatory Requirements
MR1	The software provides an intuitive, accessible and user-friendly platform for authorised CRU staff to create, upload, organise, store, publish and securely distribute agendas, regulatory papers, meeting packs and governance documentation.
MR2	The software supports agenda and meeting pack management, including pack compilation, document ordering, version control, late papers, document replacement, change notifications and clear navigation between agendas, papers and supporting documents.
MR3	The software should support interoperability with Microsoft 365 file-based formats, including the ability for authorised users to upload, store, preview, search, retrieve and download common file formats such as Microsoft Word, Excel, PowerPoint and PDF formats. Tenderers should identify any limitations affecting these formats, including preview, annotation, version control, search, conversion, export or accessibility limitations.
MR4	The software enables authorised users to review, annotate, mark-up and comment on documents electronically, including private annotations and the ability to share comments or notes with authorised users or support staff where appropriate.
MR5	The software provides workflow functionality for the review and approval of regulatory papers and governance documentation, including configurable approval routes, status tracking, escalation, electronic sign-off and a clear record of approvals.
MR6	The software supports the recording and management of meeting decisions, actions and follow-up items, including action owners, due dates, status updates, reminders and reporting on outstanding or completed actions.
MR7	The software provides effective search, filtering and retrieval across meeting packs, document titles, file names, document content, metadata, decisions, actions, meeting dates and previous meeting records.

No.	Mandatory Requirements
MR8	The software provides a secure repository for current and previous meeting papers, approved documents, minutes, decisions, actions and reference material, with retention, archiving and retrieval functionality.
MR9	The software enables role-based access control so that access to meetings, packs, papers, annotations, decisions, actions and records can be assigned and restricted by user role, meeting, document type, committee, function or business need.
MR10	The software maintains audit trails and activity logs for key actions, including uploads, downloads, access, changes, annotations, approvals, decision records, action updates and administrative activity.
MR11	The software enables administrators to configure meeting types, user roles, approval workflows, templates, notification rules, access permissions, retention settings and reporting views without requiring bespoke development for routine changes.
MR12	The software can generate standard and ad hoc reports on meetings, papers, approvals, decisions, actions, circulation, usage and outstanding items, and can export relevant data in common formats including Excel, CSV and PDF.
MR13	The software supports secure offline access to meeting packs and documents, including offline annotation and mark-up, with synchronisation when the user reconnects, subject to appropriate security controls.
MR14	The software supports the drafting, review, approval and retention of meeting minutes, including links between agenda items, papers, decisions and actions.
MR15	The software supports restricted access to confidential or sensitive agenda items, papers, annotations and decisions, including access controls at meeting, agenda item, document and user-role level.
MR16	The software supports conflict of interest management, including recording declarations of interest and restricting access to relevant agenda items, papers or decision records where required.
MR17	The software supports multiple governance structures, including committees, subcommittees, Senior Leadership Team meetings, working groups and other governance fora, with configurable membership, permissions and reporting.
MR18	The software provides secure document controls, including watermarking, print or download restrictions, expiry of access, device or session controls and clear audit trails where such controls are required by the CRU.
MR19	The software supports version comparison so that late changes, replaced papers, updated documents and changes between document versions can be clearly identified by authorised users.
MR20	The software provides secure, documented API or connector-based integration options, including integration with Microsoft 365, Entra ID, Outlook, SharePoint, e-

No.	Mandatory Requirements
	signature tools, reporting dashboards or equivalent governance tools, subject to CRU approval.
MR21	The software must provide secure, documented integration capability with the Risk Management Software functionality, including the ability to share or link relevant governance information, decisions, actions, risk items, controls, mitigations, reporting outputs and audit records between the Board Governance and Risk Management components, subject to CRU configuration, access controls, data protection and security requirements.
MR22	The software supports modern governance assurance requirements, including configurable retention, secure data migration, controlled export, accessibility good practice, administrator reporting, audit evidence and support for Data Protection Impact Assessments where required.
MR23	The software must be delivered with a clear implementation plan, including configuration, data migration, testing, user acceptance testing, administrator training, go-live support and transition to business-as-usual support.
MR24	Where AI, generative AI, automated summarisation, document analysis, recommendations or similar functionality is included or may be enabled, the software must provide transparency, human oversight, auditability, configurable controls and compliance with applicable CRU policy, Irish public service and EU AI Act requirements.
MR25	Exit Requirement: The software must ensure CRU retains ownership of all CRU data and must support secure data extraction, return and deletion on exit, including documents, metadata, permissions, audit logs, actions, decisions, reports and records in commonly used or Microsoft 365-compatible formats.

Table 2: Board Governance Software (Desirable Requirements)

No.	Desirable Requirements
DR1	The software supports voting, decision capture, surveys or questionnaires and reporting on outcomes, where required for governance, meeting management or consultation purposes.
DR2	The software should provide service level information, including availability, planned maintenance notice periods, support hours, incident response times, resolution targets, backup frequency, recovery time objective and recovery point objective.
DR3	The software should provide AI assistant functionality to support authorised users with tasks such as searching and summarising meeting packs, papers, decisions, actions and governance records; drafting or suggesting meeting actions or minutes; recording meetings; identifying relevant previous decisions or related documents; and assisting users to navigate the system, subject to appropriate transparency, human oversight, auditability, access controls and CRU approval.

Risk Management Software Application

The CRU is seeking a risk management software application to support the implementation of the CRU's risk management framework, including the recording, monitoring, review, reporting and escalation of organisational, and divisional, risks.

Further details of the required functionality are set out in Table 2 below. The solution will be used by approximately 60 users, including members of the Senior Leadership Team, other managers and relevant support staff.

The solution must enable authorised users to:

- prepare and maintain risk registers and related risk assessments,
- record risk owners, controls, mitigations, actions, review dates, risk ratings and risk movement, and
- provide dashboards, heatmaps, reports and audit trails to support effective oversight by relevant risk owners, managers, Senior Leadership Team users and authorised support staff.

Specific requirements are set out below:

Table 3: Risk Management Software Application (Mandatory Requirements)

No.	Mandatory Requirements
MR1	The software provides an intuitive, accessible and user-friendly platform for authorised users to create, maintain, monitor and report on organisational, divisional, team and project risk registers.
MR2	The software supports configurable risk categories, risk appetite or tolerance fields, likelihood and impact scoring, inherent and residual risk ratings, controls, mitigations, risk owners and review dates.
MR3	The software enables risk actions, controls and mitigations to be assigned to owners, tracked against due dates, updated through status changes and reported through automated reminders, escalation prompts and management reporting.
MR4	The software provides configurable dashboards, heatmaps and reporting views showing risk profile, movement, overdue actions, emerging risks, high-rated risks, controls assurance and items requiring escalation.
MR5	The software can generate standard and ad hoc reports for Senior Management, committees and relevant governance fora, and can export risk registers, dashboards, reports, actions and audit logs in common formats including Excel, CSV and PDF.
MR6	The software maintains version history, audit trails and activity logs for key changes to risks, scores, controls, mitigations, ownership, status, commentary, approvals, exports and administrative activity.
MR7	The software enables role-based access control so that access to risk registers, actions, reports, dashboards and administration functions can be assigned and restricted by user role, Division, Team, function or business need.

No.	Mandatory Requirements
MR8	The software enables administrators to configure fields, scoring models, templates, dashboards, reporting views, risk categories, permissions, review cycles and escalation rules without requiring bespoke development for routine changes.
MR9	The software provides secure, documented API or connector-based integration options with Microsoft 365, Entra ID, SharePoint, Power BI or equivalent reporting tools, and other relevant governance, work planning systems.
MR10	The software must provide secure, documented integration capability with the Board Governance Software functionality, including the ability to share or link relevant risks, controls, mitigations, actions, escalation items, governance decisions, meeting actions, reporting outputs and audit records between the Risk Management and Board Governance components, subject to CRU configuration, access controls, data protection and security requirements.
MR11	The software supports configurable risk appetite and tolerance frameworks, including appetite categories, thresholds, inherent risk, residual risk, target risk, control effectiveness, risk velocity and risk review cycles.
MR12	The software provides automated escalation for high-rated risks, overdue reviews, overdue actions, risks outside appetite and risks requiring Senior Management attention.
MR13	The software tracks risk movement and trend analysis, including changes in risk rating, appetite position, control effectiveness, status and commentary across reporting periods.
MR14	The software enables risks to be linked to issues, incidents, decisions, controls, actions, mitigations, Strategic Plan priorities, Work Plan actions and relevant governance reporting.
MR15	The software supports risk acceptance workflows, including recording approval where a risk is accepted, tolerated, transferred, treated or closed, with relevant justification, approver and review date.
MR16	Where AI, generative AI, predictive analytics, risk scoring recommendations or similar functionality is included or may be enabled, the software must provide transparency, human oversight, auditability, configurable controls and compliance with applicable CRU, Irish public service and EU AI Act requirements.
MR17	Exit Requirement: The software must ensure CRU retains ownership of all CRU data and must support secure data extraction, return and deletion on exit, including documents, metadata, permissions, audit logs, actions, decisions, reports and records in commonly used or Microsoft 365-compatible formats.

Table 4: Risk Management Software Application (Desirable Requirements)

No.	Desirable Requirements
DR1	The software supports control assurance, including controls, control owners, control effectiveness, assurance activities, review outcomes, control gaps and improvement actions.

No.	Desirable Requirements
DR2	The software should provide service level information, including availability, planned maintenance notice periods, support hours, incident response times, resolution targets, backup frequency, recovery time objective and recovery point objective.
DR3	The software should provide AI assistant functionality to support authorised users with tasks such as searching and summarising risk registers, risk movements, controls, mitigations, actions and reporting outputs; suggesting draft risk descriptions, action updates or report narratives; identifying related risks, controls or trends; and assisting users to navigate the system, subject to appropriate transparency, human oversight, auditability, access controls and CRU approval.

1.2.1 Technical, Governance, Confidentiality, Security and Data Protection Requirements

Tenderers must demonstrate how the complete integrated solution will meet the CRU's technical, service, governance, confidentiality, information security, data protection, records management, resilience, responsible AI and exit-management requirements. These requirements apply to the complete integrated solution, including the Board Governance Software functionality, Risk Management Software functionality, integrations, hosting, support services and any subcontracted or third-party components.

- i. The integrated solution must be delivered as a secure, resilient, SaaS-hosted cloud service, accessible through a modern web browser over the internet without the need for any other non-standard connectivity dependencies and must support hybrid working across CRU office and remote locations.
- ii. Tenderers must set out the supported browsers, and devices including desktop, tablet and mobile access options, including any mobile application, offline access, endpoint-management or device-management dependencies.
- iii. The solution must meet the functional and integration requirements set out in Tables 1 and 2, including the mandatory requirements for the Board Governance functionality and the Risk Management functionality and interoperability between both components.
- iv. Tenderers must describe the proposed hosting model, service availability commitments, support model, planned maintenance arrangements, release and change management approach, service reporting and scalability.
- v. The CRU requires a flexible and transparent licensing model that can scale usage up or down during the contract term. Tenderers must clearly describe licence types, user categories, usage assumptions, optional modules and any costs associated with additional users, storage, environments, integrations or support services.
- vi. Tenderers must demonstrate that the proposed solution is accessible, usable and inclusive by design, including compliance with WCAG 2.2 Level AA and EN 301 549, or equivalent recognised standards. Tenderers should provide accessibility evidence, identify any known accessibility limitations and describe their remediation approach.



Tenderers should provide details of the following assurance areas for the complete integrated solution:

- **Access governance:** Tenderers should describe privileged access management, administrator controls, periodic access reviews and evidence available to CRU to verify that access remains appropriate throughout the contract term.
- **Hosting, data residency and local data controls:** Tenderers should confirm where live data, backup data, audit logs and support data will be hosted and processed, identify any international transfers and applicable safeguards, and describe controls applied to locally cached, downloaded or offline data, including lost or stolen device scenarios.
- **Monitoring, logging and auditability:** Tenderers should describe the security, user and administrator logs available to CRU, including authentication activity, audit trails, alerting, reporting and export of logs in common formats such as CSV or Excel.
- **Incident management and breach notification:** Tenderers should provide details of their incident response process, escalation procedures, security incident notification timelines, GDPR personal data breach notification approach, cooperation with CRU and the Data Protection Officer, evidence preservation, post-incident reporting and corrective action processes.
- **Business continuity, disaster recovery and resilience:** Tenderers should describe backup frequency, backup encryption, restore testing, disaster recovery arrangements, service availability, resilience measures, recovery time objective, recovery point objective, failover arrangements, procedures for returning to the primary service after an incident and business continuity procedures relevant to the proposed solution. Tenderers should state the minimum availability commitment and provide evidence of regular internal testing of backup, disaster recovery and business continuity arrangements.
- **Sub-processors, subcontractors and third-party access:** Tenderers should identify all proposed sub-processors, subcontractors and hosting or support providers that may access CRU data or systems. Tenderers should describe how such parties are assessed, approved, contractually bound, monitored and removed, and how CRU will be notified of any proposed changes.
- **Data ownership, retention, return, deletion and exit:** Tenderers should confirm that all CRU data remains the property of CRU and explain how CRU data will be retained, archived, exported, returned, deleted or securely disposed of during the contract and on termination or expiry. Tenderers should include indicative timelines, export formats, transition support and evidence available to confirm secure deletion.
- **Data protection by design and GDPR compliance:** Tenderers should describe how the solution supports GDPR compliance, including data minimisation, purpose limitation, configurable retention, data subject rights, audit trails, privacy by design and by default, processor obligations, support for Data Protection Impact Assessments, breach notification, records of processing support and compliance with documented CRU instructions. Tenderers should confirm how they will cooperate with the CRU Data Protection Officer and provide evidence required for DPIA, audit or compliance review purposes.
- **AI and automated processing:** Tenderers should state whether the proposed solution includes AI, generative AI, automated decision-making, predictive analytics,

recommendation engines, automated summarisation, document analysis or similar functionality. Where any such functionality is included or may be enabled during the contract term, tenderers must demonstrate compliance with applicable Irish Government guidance on the responsible use of AI in the public service and Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence (the EU AI Act), including any applicable requirements relating to risk classification, transparency, human oversight, technical robustness, accuracy, data governance, logging, documentation, monitoring and prohibited AI practices. Tenderers must not use CRU data to train, fine-tune or improve AI models unless explicitly approved in writing by CRU and subject to appropriate contractual, security, data protection, transparency and AI governance safeguards.

- **IP address and session logging:** Tenderers should confirm whether user IP addresses or similar network or device identifiers are recorded during user sessions, the purpose for doing so, the retention period applied and how such personal data is protected in accordance with GDPR.

1.2.2: Installation (Migration, if applicable) & Training

- The successful tenderer will be required to fully install and configure the system, carry out testing, training and support and maintenance thereafter. Installation will include customisation of processes and the setup of data retention policies and procedures.
- The rollout of the software must be properly planned and controlled, and the supplier must have proven competence in this area. All required resources (people, materials, finance and services) must be identified and agreed in advance of the commencement of the project. Responsibility for providing those resources must be clearly identified and agreed.
- Tenderers are required to provide a high-level project plan that outlines the major tasks, deliverables and key milestones to deliver this project based on their experience of implementing the proposed system in a similar environment. The plan should include, at a minimum, discovery and design, configuration, data migration where applicable, security and access setup, testing, user acceptance testing, administrator and end-user training, go-live, hypercare, knowledge transfer and transition to business-as-usual support.
- Training may be delivered onsite, remotely or through a hybrid model, as agreed with the CRU. Tenderers should provide a role-based training approach covering administrators, superusers, managers, risk owners, meeting organisers, meeting attendees and general users, supported by user guides, quick-reference materials, recordings, videos or other accessible training resources.
- Tenderers should provide details of the testing and assurance approach, including system testing, security testing, integration testing, user acceptance testing, load or performance testing where relevant, defect management, go-live readiness criteria and the respective responsibilities of the tenderer and CRU.
- Tenderers should describe the support and maintenance model for the contract term, including support hours, helpdesk or ticketing arrangements, escalation routes, incident response times, resolution targets, planned maintenance notice periods, release management, patch management, service reporting and arrangements for additional configuration or development services.



- Tenderers must provide an exit management approach covering contract expiry or termination, including cooperation with CRU or a replacement supplier, secure data export, return and deletion of CRU data, provision of audit evidence, continued access during transition, and agreed timelines for handover.
 - Training of Administrators/Organisers, superusers
 - Training 'Meeting Attendee' users
 - Preparation of User guides and other materials e.g. video tutorials

1.3 Deliverables / Contract Management

The successful tenderer will be required to provide one integrated Board Governance and Risk Management Software Solution, comprising:

- Board Governance Software functionality; and
- Risk Management Software functionality, fully integrated within the overall solution.

2. The following pass / fail requirements apply in respect of this Procurement:

Tenderers, in the first instance, must declare by way of completion of the Self-Declaration Form (Appendix 5) that they satisfy the pass / fail Selection Criteria set out below:

Tenderers must satisfy all mandatory requirements set out in **Section 1.2 of the Statement of Requirements**, in **Table 1** and **Table 3**. Both tables must be completed in full by Tenderers within the Tender Response Document – Non-Cost Criteria TRD.

Tenderers must provide the supporting documentation specified below without delay when requested by the CRU. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation to demonstrate its economic and financial standing, the Tenderer must inform the CRU of the reason as to why the documentation cannot be supplied and, if the CRU considers the reason given to be valid, provide such other suitable alternative documentation which the CRU considers appropriate to prove, to the satisfaction of the Contracting Authority, it satisfies the relevant pass / fail Selection Criterion in respect of its economic and financial standing.

2.1 Economic and Financial Standing Selection Criteria

(a) Good Financial Standing:

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that all accounts held by the Tenderer are in good standing.

Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion.

Tenderers must, when so requested by the Contracting Authority and without delay at any time prior to the award decision being made, provide the following supporting documentation: a letter from the Tenderer's principal bankers or auditors letter or equivalent confirming that all accounts held by the Tenderer are in good standing.



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(b) **Turnover:**

Pass / Fail Qualifying Threshold: The Tenderer must submit a statement confirming that the company's turnover equalled or exceeded €250,000 (excl. VAT) per annum in each of the last three financial years, or pro-rata if more recently established.

Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion

2.2 Technical and Professional Ability Selection Criteria

(a) **Comparable Contracts:**

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that it has successfully delivered three contracts of a similar nature and scale to the Commission for Regulation's requirements under this tender during the previous three (3) years (from the date of this ITT).

Required Evidence: For each such contract, Tenderers must provide evidence of previous experience in this area by completing the tables provided in Tender Response Document (TRD) Part A. These tables may be expanded as necessary.

The entity that performed the Services under the relevant reference contract must be the entity proposed to provide the relevant Services under the Services Contract.

Tenderers that do not meet any of the above pass / fail requirements will be rejected.

3. Tenderers must include the following information in their Tenders:

Tender Response Format

Tenderers should note that it is a **mandatory requirement** of this Competition for Tenderers to complete the Tender Response Document ("TRD") provided as a separate attachment to this ITT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

The TRD comprises of;

- **Document A** – Selection Criteria & Non-Cost Award Criteria Response Document
 - Contains Self-Declaration re Financial and Economic Capacity
- **Document B** - Cost Award Criteria Response Document

The TRD must be submitted in accordance with the Tender Submission Requirements in this ITT.

The Tenderer's response in the Tender Response Document must also address all of the requirements of this ITT. Tenderers should tailor their Tenders to properly respond to the criteria set out in Appendix 2.

Appendix 2: Grading Criteria

1. The contract will be awarded to the most economically advantageous Tender.

A total of 1,000 marks (100%) will be available. The quality/cost ratio is [70:30] as set out below:

Criteria	Max Marks Available	% of Total Marks Available
A: Quality	700	70%
C: Cost	300	30%
Totals	1,000	100%

2. The Award Criteria, which will be applied in evaluating the quality and cost of the Tenders received for the integrated solution, are set out below:

Award Criteria	Sub-Criteria	Marks Available	Minimum Qualifying Marks*
1. Quality of Approach to Service Delivery (300 Marks)	<u>Sub-Criterion 1.1: Quality of Service Delivery Methodology</u> : This will evaluate the quality of the Tenderer's proposed service delivery methodology for meeting the requirements and specifications outlined in Appendix 1.	150 Marks	90 Marks
	<u>Sub-Criterion 1.2: Quality of Contract and Relationship Management Approach</u> : This will evaluate the quality of the contract and relationship management approach proposed by the Tenderer.	150 Marks	90 Marks
2. Functionality of Solution Proposed (350 Marks)	<u>Criterion: Quality of Proposed Solution</u> : This will evaluate the technical merit of the proposed integrated solution, with reference to the Board Governance functionality, Risk Management functionality and integration requirements set out in Appendix 1.	350 Marks	210 marks
3. Green Public Procurement (GPP) 50 Marks	<u>Quality of Approach to Sustainable Procurement (Green Public Procurement - GPP)</u> : This assesses the Tenderer's approach to sustainable procurement, including Green IT practices, environmental responsibility, resource efficiency, and measures to reduce the environmental impact of the proposed services.	50 Marks	N/A
4. Cost (300 Marks)	In order to conduct the cost assessment, Tenderers are required to submit a fixed price for the provision of the solution as outlined in Appendix 1. Cost will be evaluated by reference to the lowest fixed price cost	300 Marks	N/A

* Tenderers must achieve the minimum marks (if any) set out in the table above. Failure to achieve the minimum marks will result in rejection of the Tender and

elimination from the procurement (in which case the price of the Tender concerned will not be used in determining the marks under the Cost criterion).

4. The lowest price Tender will receive the maximum score achievable under this criterion. The maximum score available for cost is 300 marks. The scores of all other valid Tenders will be calculated using the following formula:

Cost Score =	$\frac{(L) \text{ Lowest Cost Tender}}{(N) \text{ Tendered Cost under evaluation}}$	x	(T) Maximum Number of Marks Available (300marks)
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The “Total Cost of Tender” submitted in response to Appendix 2 is the price of Tenderers for this purpose.

5. The following scoring methodology will be applied in respect of the sub-criteria for [award criteria 1 and 2]. The score awarded within a range will depend on the extent to which the relevant description under the “Meaning” column below is satisfied.

Weighting	Meaning
91% - 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive 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 high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable 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 lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration

6. If the evaluation results in a tie break between two or more Tenders, then the Tender with the highest overall “qualitative” score under [award criteria 1 to 3] shall be deemed the most economically advantageous Tender.

Appendix 3: Procurement Conditions

1. Tenderers must participate in this Procurement subject to, and in accordance with, the requirements of this document and in accordance with any other requirements communicated from time to time to Tenderers by the CRU.
2. A tenderer which fails to fully comply with these conditions or any other requirements communicated from time to time to the Tenderer by the CRU to the satisfaction of the CRU may, subject to paragraph 7 of these Procurement Conditions, be treated as failing to comply with mandatory conditions of this Procurement and may, at the absolute discretion of the CRU and subject to paragraph 7 of these Tender Conditions, be rejected and eliminated from this Procurement.
3. The CRU has final determination on whether a Tender is compliant or non-compliant.
4. Late tenders will not be considered and will be rejected.
5. All Tenders (including unaccepted tenders) must remain open and valid for three (3) months from the deadline for receipt of tenders.
6. If a Tenderer's tender fails to comply in any respect with any of the requirements set out in this document (whether or not stated to be mandatory or similar) or the CRU considers the Tender to be ambiguous or require clarification or amplification in any respect, the CRU is entitled (but is not obliged), subject to applicable law, to take such action as it considers appropriate including:
 - 6.1 to reject the relevant Tenderers' Tender which is non-compliant with any requirement of the document (whether or not stated to be mandatory or similar) and eliminate the Tenderer; or
 - 6.2 without prejudice to the CRU's right (where there is non-compliance) to reject the Tenderer's Tender in a given case as non-compliant:
 - a) to meet with, raise issues and/or seek clarification, amplification or supplementary information from the tenderer in respect of the Tender and/or the non-compliance;
 - b) to request the tenderer to provide the CRU with information on items or items or documents which have not been provided or have been provided in an incorrect form or on an incorrect basis or are incomplete or erroneous; and/or
 - c) to waive a requirement which, in the opinion of the CRU, is appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such tender in accordance with this document,provided that no material amendments may be made to a tender in a given case where this would give rise to a breach of applicable law.
7. Any appointment as successful Tenderer is provisional and may be withdrawn. The successful Tenderer must, as a condition of award, enter into an agreement with the CRU on the terms and conditions set out in Appendix 4. If it does not do so within a period satisfactory to the CRU, the provisional appointment as successful Tenderer may be withdrawn, and the next highest ranked Tenderer may be provisionally appointed as the successful Tenderer.
8. Tenderers must not canvass directly or indirectly any member of the CRU, any officer or employee of the CRU, its advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the Procurement.

9. Collusion, or any attempt by interested parties/tenderers to influence, in any way, the procurement process, will result in the disqualification of that/those interested parties/tenderer(s). Examples of such improper influence are collusion, price fixing, information sharing, bid rotation or market division.
10. The CRU may disqualify a Tenderer if the Tenderer is economically, legally, commercially, financially or otherwise related to one or more other Tenderers in a way that would impede in any way the incentive that the Tenderer should have to compete to be the successful Tenderer.
11. No publicity whatever regarding this Procurement is permitted unless and until the CRU has consented in writing, at its absolute discretion, to the relevant communication. The CRU may issue such communications and generate such publicity in relation to this Procurement as it considers appropriate and without notice to Tenderers. The CRU, in particular, has the right to publicise or otherwise disclose to any person information regarding this Procurement, the identity of the Tenderers or the award of the contract (including, without limitation, details of the contract price) at any time.
12. Tenderers must immediately notify the CRU should they become aware of any ambiguity, discrepancy, error or omission in this document or if they do not properly understand any terms or criteria set out in this document or how they will be applied.
13. Tenderers must submit a fully compliant Tender which is not qualified in any way.
14. The CRU is not responsible for and will not pay for any expense or cost incurred or loss suffered by a Tenderer in the preparation or submission of its tender or otherwise in connection with participation in this Procurement.
15. Tenderers are responsible for obtaining their own financial, taxation, legal, technical, investment and other appropriate advice, and undertaking their own due diligence, in relation to this Procurement, this document, the opportunity and all information provided or made available to them, at their own cost and expense.
16. The publication of this document or any information made available in connection with this Procurement does not constitute, and is not to be taken as constituting, the provision by the CRU, its officers, employees, advisers, consultants and/or agents or otherwise of financial, legal, technical, investment or other advice. No representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the CRU is made or given to any Tenderer and no responsibility or liability is accepted by the CRU for the accuracy or completeness of this document or omissions from it or any negligent misstatements.
17. Any and all liability, damages and/or loss of any nature whatever and however arising (including liability, damages and/or loss in any way connected with or resulting or arising from the Procurement which arises out of this document (even where caused due to deficiencies in the Procurement and process) is hereby expressly disclaimed and excluded by the CRU. This section operates to the fullest extent permitted by applicable law.
18. Any material information or change in events which relates to a Tenderer and/or its Tender that comes to light subsequent to the submission of its Tender must be promptly brought to the attention of the CRU by the relevant Tenderer by e-mail to the email address set out at the front of this document. If it comes to the CRU's attention that:
 - 18.1 there has been a change in events or circumstances concerning a Tenderer that could affect the CRU's assessment of that Tenderer's Tender; or

18.2 information submitted by a Tenderer was (when submitted) or has become (by reference to facts as they then stand) untrue, incomplete or misleading, the CRU may (but is not obliged to) revise its assessment of the Tenderer's Tender.

19. The CRU reserves the right, for any reason whatsoever at its absolute discretion, to:

- 19.1 reject any and all Tenders;
- 19.2 not to select any Tenderer;
- 19.3 not to award any contract under this Procurement process;
- 19.4 not to implement any arrangement contemplated by this document;
- 19.5 not to provide a Tenderer with any additional information;
- 19.6 to update this or other document at any time;
- 19.7 to amend the scope of the opportunity or any requirements of this or other document and/or the criteria and/or to re-run earlier parts of the Procurement accordingly;
- 19.8 not to proceed with the Procurement;
- 19.9 to withdraw from discussions;
- 19.10 to suspend the process or discussions;
- 19.11 to terminate, at its absolute discretion, this Procurement process at any time and without reason; and/or
- 19.12 to procure and award the subject matter of this document in whole or in part by other means.

20. The publication of this document does not warrant or imply that any Tenderer will be awarded the contract.

21. This document does not impose or result in the imposition of any legal or contractual obligations on the part of the CRU but it does confer rights on it. No legal obligations on the part of the CRU will arise unless and until an agreement has been entered into, formally executed in writing and delivered between the CRU and the successful Tenderer and has taken legal effect.

22. Tenderers receive this document and take part in this competition on the condition that they agree to keep confidential all information received in any form and/or on any media, concerning the business and affairs of the CRU (and its agents and representatives) which they receive or obtain as a result of this document or in discussions or other communications (written or oral) relating to it.

23. This document and any matter related to or in any way connected with this document are governed by and construed in accordance with Irish law and subject to the exclusive jurisdiction of the Irish courts

24. 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. 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 such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the

Tenderer. The CRU will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

25. Prior to the award of any Services Contract arising out of this Procurement, the 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 CRU. By supplying these numbers the tenderer acknowledges and agrees that the CRU has the permission of the Tenderer to verify its tax cleared position online. A tenderer may be rejected if it does not have tax clearance from the Irish Revenue Commissioners or cannot procure such with such period determined by the CRU (at its discretion).
26. Any conflict of interest or potential or perceived conflict of interest on the part of a Tenderer, member, subcontractor or individual employee(s) or agent(s) of a Tenderer or member or subcontractor(s) must be fully disclosed to the CRU as soon as the conflict or potential or perceived conflict is or becomes apparent. In the event of any actual or potential or perceived conflict of interest (including prior involvement or advice to the CRU in connection with the preparation of this ITT or for this Procurement or participation in more than one Tender), the CRU will invite Tenderers to propose means by which the conflict of interest will be removed or properly addressed to the satisfaction of the CRU. The CRU will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Procurement or terminating any Services Contract entered into by a Tenderer or permitting a Tenderer to continue in the Procurement but subject to such conditions (for example, a requirement to cease using a particular subcontractor or member of a Tenderer or a restriction on participating in more than one Tender) and/or the implementation of such measures and protections (for example, Chinese walls and other protections) as the CRU may require at their discretion.
27. 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	€12.7 million
Public Liability	€6.5 million
Professional Indemnity	€0.5 million
Cyber Insurance	€1 million

28. Tenderers should note the terms and conditions of the Services Contract at Appendix 4 to this ITT. Tenderers may not amend the Services Contract

Appendix 4: Contract Terms and Conditions

Commission for Regulation of Utilities – SaaS Services

Cover Sheet

Recitals

- A. By Request for Tender entitled “Request for Tenders dated [insert date] for the Provision of [insert the name of the tender] advertised on eTenders Notice Number [insert date] of 202[X] (**“the RFT”**) the CRU invited tenders from economic operators for the provision of the services described in Appendix 1 to the RFT. References to the RFT shall include any clarifications issued by the CRU via the messaging facility on www.etenders.gov.ie between [XXX] and [XXX] (the **“RFT Clarifications”**). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Supplier submitted a response to the RFT dated [insert date] (**“the Submission”**). References to the Submission shall include any clarifications issued by the Supplier in writing to the CRU between [XXX] and [XXX] (the **“Submission Clarifications”**). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement but excluding any conditions, caveats, assumptions or anything else which makes the tender equivocal in any way or any obligations placed on CRU (or any other persons other than the Supplier and its personnel).
- C. The Supplier is willing to provide the Services to the CRU subject to the terms and conditions set forth in this Agreement, commencing from the Effective Date.
- D. The Supplier has provided to the CRU, either via the Submission or otherwise, its proposed contract for the provision of the services referred to above at Recital C, which are included in this Agreement at Schedule 2. The CRU has agreed to allow the Supplier Terms to apply to the provision of the services subject to, and in accordance with, the terms of the CRU Terms.

Contract Details

Supplier Details	[Company name, company number and company registered address to be included following completion of the tender process]
Initial Term	[XXX]
Effective Date	[XXX]
Application	[Please insert details of the software service and application to be provided here]
Fees / other charges	[XXX]
Operational Requirements	[Please insert detail of the CRU’s basic requirements for the SaaS solution, I.E. The baseline specification]

Execution: This Agreement (as defined below) has been executed by the duly authorised representatives of the parties on the day and year noted in the electronic signature below. The parties agree that such electronic signatures express their consent for this Agreement to be legally binding and to serve as evidence on the same account as a paper document signed by hand.

Refer to Attachment: 011-03-641 Appendix 4 CRU Contract