

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	A Single-party Framework for the Provision of Website Design, Hosting and Support for New Website and Related Services
Contracting Authority:	Charities Regulator
Contracting Authority Ref.	RFT 002 2026 Provision of Website Design, Hosting and Support Services
Procedure:	Open
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Closing Date for Queries:	07/10/2026 @ 12.00 noon Irish time
Closing Date for Tender Submission:	19/10/2026 @ 12.00 noon Irish time
Submissions and Queries via:	eTenders only
Notes: • Please note that information relating to this competition, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Charities Regulator accepts no responsibility for information relayed (or not relayed) via third parties. • A separate Tender Response Document must be used • Please upload your response as a ZIP FILE to protect the integrity of the file names.	

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This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tenderer considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

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

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

The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

Use of a Tender Response Document

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

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

- Appendix 1 – Charities Regulator Website Pricing Schedule.
- Appendix 2 – Single Party Framework Terms and Conditions.
- Appendix 3 – Services Contract Terms and Conditions
- Appendix 4 – Data Processing Agreement
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

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

1 About the Contracting Authority

1.1 The Contracting Authority

The Charities Regulator (hereinafter also referred to as the “Contracting Authority”) is the authority responsible for this procurement.

The Charities Regulator was established as an independent Authority on a statutory basis in October 2014 in accordance with the Charities Act 2009. It is the statutory body responsible for registering and regulating charities operating in Ireland. It maintains the public [Register of Charities](#) which provides information such as the finances, activities and trustees of every charity. Its functions also include promoting and supporting compliance by charity trustees with their duties in the control and management of their charities. Where necessary it intervenes, and if warranted, can appoint inspectors to investigate the affairs of any charity.

Additionally, it provides certain statutory services to some charities, including authorising the appointment of new charity trustees, and authorising the disposal of charity property where a charity does not have a power of sale to deal with the property. These services, which are provided at no cost to the charities, are an alternative to applications to the High Court.

The Charities Regulator operates under the aegis of the Department of Rural and Community Development and the Gaeltacht.

The organisation’s [Statement of Strategy 2025–2027](#) sets out a vision of a thriving and trusted charity sector, supported through effective and proportionate regulation. Strategic priorities include strengthening the Register as the single authoritative source of information on charities in Ireland, supporting charity trustees to meet their duties, and increasing awareness and understanding of charity regulation through enhanced stakeholder engagement.

Further information is available at our website www.charitiesregulator.ie

1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement

2.1 Type of Framework

The Charities Regulator proposes to engage in a competitive process for the establishment of a single party framework agreement for the design and development of a new website, website hosting, security, support and disaster recovery provisions, as well as ongoing support and maintenance and delivery of other website projects and services as required over the framework duration.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the framework.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Charities Regulator reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

It is anticipated that the initial contract under the framework will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

2.2 Scope of Requirements under the Framework

2.2.1 Website Background

The Charities Regulator website, which is available in Irish and English, is its main platform for engaging and communicating with charities, the wider public and those interested in the charity sector. It explains who the Regulator is and its role, hosts its guidance and support resources, its corporate and research reports and related documents. It is also where charities and their advisors can access a link to the self-service portal (currently called MyAccount) to make all applications and submissions to the Charities Regulator.

The website also offers the facility for the public to search publicly available information on the Register of Charities. Currently the charity search function on the website uses an API to conduct the search of the Register of Charities and to return selected data from the Charities Regulator's digital platform.

In addition to accessing the Public Register of Charities, stakeholders can contact the Charities Regulator via the website using this link [Contact Details](#) as well as report concerns about charities via the website using this link [Concerns Details](#)

The Charities Regulator's website was created in 2017. An independent accessibility audit was commissioned in 2022 to bring the website in line with WCAG 2.1 level A and AA, which led to changes to address the findings.

The Charities Regulator used the opportunity of a system upgrade to its CMS (Umbraco) in 2023 to make some template updates across all pages.

While the Regulator has continued its efforts to improve the user experience on its website, the current website's limitations mean that we require a new website to improve user-friendliness and accessibility; helping the Regulator to achieve its strategic objectives.

2.2.2 The Scope of the Framework

The Charities Regulator is seeking tender submissions from competent service providers for the design, development, hosting and maintenance of a new website and related services to include:

Website development and design:

- Creation of a new, user-friendly and accessible website that aligns with the Charities Regulator's strategic priorities and our compliance obligations (such as WAG 2.2)
- Implementation of modern design principles and features that enhance the user experience and improve navigation
- Enhancement of how information from the Register of Charities about individual charities is searched and displayed on the website
- Website should be fast loading, responsive, mobile friendly, and optimized for search, designed to attract higher-quality, higher-volume traffic by ensuring web content directly answers user queries

Enhanced Back-End Capabilities:

- A robust, user-friendly content management system (CMS)

Content migration and optimisation

- Migrate existing and new content to the new website while optimising for improved usability and relevance.

Security and performance enhancements:

- Incorporation and management of appropriate security structures and protocols to safeguard data and user information

Managed hosting service to include:

- A website hosting service within the EU/EEA or any country which offers an adequate level of data protection covered by an EU Adequacy Agreement, transparently provided to the Charities Regulator
- Backup and disaster recovery provision
- Firewalls and threat protection

Technical support and maintenance of our website including

- Data analytics provided through Google Analytics or similar to enable the Charities Regulator to monitor key indicators for its website,

- Training and support for staff on in-house updating and maintenance of site (non-technical)

Future development and upgrades

- Projects that will help to improve the relevance, user-friendliness and accessibility of the website as well as relevant upgrades to the CMS and protection of the website and its users
- Projects that may expand or enhance existing content including content formats.
- Any other related services

2.2.3 The Initial Contract

See Section 3 below for the detailed specification of requirements for the Initial Contract.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Award decision	November 2026
Framework Agreement Commencement	November 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.4 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.5 Duration of the Framework Agreement and Initial Contract

The framework agreement will be established for a period of seven (7) years as catered for in certain circumstances in accordance with Art. 33.1 of Directive 2014/24/EU. The reason for the extended duration beyond the standard four (4) years is to align with the expected lifespan of the solution. A shorter framework would be economically inefficient and highly disruptive as the development, and training phases would consume a large portion of the standard four-year period

It should be noted that the Initial Contract will be for a period of three (3) years, with an option, at the sole discretion of the Charities Regulator, to extend for a period of up to two (2) years

Additional contracts may be awarded over the life of the framework and may extend beyond the period of the framework.

2.6 Estimated Value for the Framework Agreement and Initial Contract

It is envisaged that the maximum spend under this framework for its maximum duration is €700,000 (including VAT). This is estimated spend under the framework to allow for contracts for services to be awarded across the full scope of services over the full lifetime of the framework agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement. The estimated value provided for above does not reflect any potential increases linked to indexation. While this sum is not guaranteed spend it may increase in line with the CPI as per Article 72(3)[1]. All spend under the Framework agreement is subject to budgetary approval protocols and the award of contracts pursuant to it. Pricing provided for under contracts awarded must be held as per the contractual agreement subject only to any review clauses provided therein.

2.7 Scope of Additional Contracts likely to arise under the framework.

The following additional requirements may be awarded under this framework:

- Development of requirements similar to the scope of the original competition.
- General support and assistance with strategic planning.
- Maintenance and support
- Extension of Initial Contract
- Upgrades and added functionality to the website
- Improvements to accessibility
- Improvements / changes to content formats

2.7.1 Additional Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the framework agreement member in accordance with the rules of operation outlined in this Request for Tender.

2.7.2 Awarding Contracts under the Framework Agreement

Single-party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

2.8 Right to tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

2.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

2.10 Award to Runner Up

Where, following the conclusion of the procurement process, it is not possible to award the Framework Agreement/Contract to the successful tenderer for any reason, the Contracting Authority reserves the right, at its sole discretion, to re-examine the remaining tenders and award the Framework/Contract to the next highest ranked Tenderer willing to enter into the Framework/Contract, in accordance with the published award criteria and ranking, within the applicable tender validity period.

Where required, the Contracting Authority shall issue revised notification letters and comply with any applicable transparency, notification or standstill obligations. This shall be without prejudice to the right of the Contracting Authority to cancel the procurement process and/or commence a new procurement procedure at its sole discretion.

Where a Framework/Contract awarded pursuant to this competition is subsequently terminated, expires prematurely, is surrendered, repudiated or otherwise ceases to be performed during the applicable tender validity period, the Contracting Authority reserves the right, at its sole discretion, to offer the Framework/Contract to the next highest ranked Tenderer from the original procurement process willing to enter into the Framework/Contract, having regard to the original ranking and any applicable requirements of procurement law.

Any such award shall take account of the circumstances prevailing at the relevant time, including any services already delivered and any contractual review, adjustment or pricing mechanisms applicable under the procurement documentation.

For the avoidance of doubt, the Contracting Authority right to replace an originally successful Tenderer with another Tenderer from the original competition in accordance with the ranking and within the applicable tender validity period constitutes a clear, precise and unequivocal review clause. The Contracting Authority may rely upon this provision for the purposes of Article 72(1)(a) and/or Article 72(1)(d)(i) of Directive 2014/24/EU, or the analogous principles applicable to frameworks/contracts falling outside the scope of that Directive.

3 Specification of Requirements – Initial Contract

3.1 Background

As outlined above, the Charities Regulator’s public facing website, which is available in English and Irish, is its main platform for engaging and communicating with charities, the wider public and those interested in the charity sector. It is also where authorised filers access the self-service portal, MyAccount, to make all applications and submissions to the Charities Regulator.

The current website receives an average of 26,060 visitors and 155,494 page views each month. Traffic is typically higher on weekdays than weekends. There are also seasonal increases in activity, with radio and paid social media campaigns (typically) in May and November driving higher website traffic and increased searches and views of charity records. In October, many charities across Ireland upload and submit their annual reports through our customer portal, resulting in a spike in website traffic. Most visitors access the website via desktop (77%), followed by mobile devices (22%), with tablet users accounting for 0.7% of total traffic. We anticipate that access via mobile devices will increase, particularly as awareness of the Register of Charities grows.

The current provider of the Charities Regulator’s Digital Platform also provides and supports the Regulator’s website. The Regulator is in the process of implementing a new Digital Platform with an alternative supplier. Provision of website services is outside the scope of work for this new supplier. As a result of this the Charities Regulator now wishes to appoint a service provider to design, develop, host and provide support and maintenance for a new website.

3.2 Detailed Specifications of Requirements for the Initial Contract

An independent review and audit of the current website commissioned by the Charities Regulator points to the need for a shift in how content, structure and the user experience are designed and delivered. (A copy of the UX audit report will be provided to the successful tenderer.)

Specifically, the Charities Regulator is seeking a website that will evolve:

- From an information repository > to a task-oriented guidance experience
Designed around the key journeys users need to complete.
- From document-led > to structured web-native content.
This diversity in format should evolve over time where the Charities Regulator expands from its existing PDF-led guidance to a digital first approach including html, audio and video content
- From standalone guidance > to integrated user journeys
Logical pathways that connect guidance, support content, and links to self-service portal where they can complete processes such as apply for registration / update the register) to help users understand what, why, and how.
- From passive information > to clearer guidance and signposting for compliance-related activities.
Helping users understand key processes confidently and correctly.

- Provide flexibility and compatibility with digital developments such as AI Chat function to allow the Charities Regulator to future proof the website.

The Charities Regulator is seeking a secure, visually striking, user-centric website that reflects its position as Ireland's national statutory regulator for charitable organisations and the authoritative source of information on Ireland's charities.

This website will be available 24/7 in Irish and English and be fully responsive and optimised for different search engines and devices.

The website must support two main types of user tasks:

Lifecycle Tasks:

The major steps a charity goes through. Examples include:

- Registering as a charity
 - Information and resources (as well as completing application form via My Account)
- Operating day-to-day and maintaining the Register
- Meeting compliance requirements such as:
 - Completing and filing an annual report form (via MyAccount)
 - Keeping charity details on the Register up to date
- Ceasing operations and winding up
- “Check a charity” (public) – where the public can search the Register of Charities for information
- Reporting a concern about the activities of a charity

Note: All applications and registrations are completed directly on the portal. Information regarding these processes is contained on the website.

Topic-Based Tasks:

The specific guidance areas trustees and other stakeholders (including the public) need clarity, support or information on.

Examples include:

- Understanding what is and isn't a charity
- Trustee duties and responsibilities
- Charities Governance Code
- Improving internal financial controls, risk management and so on
- How to deal with various governance issues such as dominant behaviour, conflicts of interest
- Understanding what constitutes a concern, how to report one and how the Charities Regulator deals with them
- Making applications under Charities Acts 1961 - 1973
- Templates and sample documents
- Corporate reports and publications

- Sector information and research reports

The new website must have the potential for further development based on evolving business needs. In summary, the key requirements are:

- A UI and UX of the very highest standards
- A comprehensive, advanced, and highly intuitive CMS that allows significant internal control, and is adaptable for future upgrades/additions.
- Compliance with current European harmonised standards for web accessibility and GDPR, and a pathway towards meeting enhanced standards for web accessibility
- Appropriate and proportionate standards of cyber security and data compliance applicable to the new website
- Dual language – Irish and English
- WCAG 2.2 level A and AA

What Does Success Look Like?

- To users (such as [charity trustees](#), charity employees, professionals supporting the sector, public and others interested in the sector):
 - Can quickly find and understand relevant information
 - Better understand charity regulation requirements and processes using website guidance
 - Complete tasks and journeys easily and quickly whether it's the information needed to make an application to the Charities Regulator or a search of the Charities Register
 - Accessible website
- To the Charities Regulator:
 - Improved access to and understanding of compliance guidance across the sector
 - A website that reflects who we are - authoritative, clear and professional
 - A modern, forward-looking digital presence that reflects the Regulator's role and ambition
 - Clear positioning of the Regulator as the authoritative source of regulatory information within the sector
 - A website that is easy for a small internal team to update and maintain

3.2.1 Design and development of website

The successful tenderer will be expected to draw on a previously commissioned UX audit report provided by the Charities Regulator, alongside their own discovery activities. Together these will inform the website design, ensuring that user needs, journeys and key tasks outlined above are at the centre of the design process.

The successful Tenderer will develop wireframes to establish page structures, functionality and content placements. Following approval of wireframes, the successful Tenderer will produce high-fidelity mock-ups that reflect the approved layouts and proposed visual appearance, navigation and user experience of the website. These mock-ups shall be presented to internal

stakeholders for review and feedback with sufficient opportunities for iterative refinement before final approval prior to development.

Interactive website prototypes should then be developed based on the agreed research findings and design requirements. These prototypes will be used for usability testing with key internal stakeholders and a representative sample of external users to identify and address usability issues before the website build begins.

The website design should –

1. Provide an intuitive, modern user experience based on recognised user-centred design principles and an accessibility-first approach
2. Establish a strong visual hierarchy with consistent patterns to ensure content is easy to scan, navigate and understand
3. Include clear, streamlined navigation and logical heading structures to provide consistency and clarity across the website
4. Support the future delivery of guidance in a range of multimedia formats such as video, audio, podcasts and interactive content elements such as quizzes, maps and other digital formats
5. Meet WCAG 2.2 Level AA compliance as a minimum throughout the design process.
6. Be fully responsive across desktop, mobile and tablet devices, supporting all common screen sizes and modern browsers
7. Reflect the Charities Regulator's brand guidelines through a consistent visual identity
8. Incorporate realistic photography and imagery to create an engaging and approachable user experience in line with our corporate guidelines
9. Provided in dual language - Irish and English

The website also links to MyAccount, the organisation's customer portal, which is delivered through a digital platform on the backend and the frontend will launch on the Liferay DXP platform. Although the portal sits outside the scope of this project, our audience should experience a seamless transition between the public website and the customer portal through a consistent look and feel ensuring a seamless user experience.

The website connects via an API to the Register of Charities, enabling users to search for charities and view individual charity records. This will continue to be a requirement. The presentation of charity information should be significantly improved using clear layouts, data visualisation and graphical elements, replacing the current text-heavy, non-sequential presentation. Please note the new website will need to link to the current digital platform and subsequently to the new digital platform, when it goes live. Currently the website is linked via an API.

An interactive overview of the charity sector data has been developed using power BI and integrated into the website. The data visualisation approach used within this overview should be consistent with the presentation of charity search results also.

3.2.2 Content management system (CMS) Platform

The organisation's current CMS platform is Umbraco 13.11, supporting both English and Irish language websites. While Umbraco is the existing platform, the organisation is open to alternative CMS platforms.

The proposed Content Management System (CMS) shall be secure, reliable, scalable and capable of supporting the organisation's long-term digital objectives. The preferred solution shall be based on a widely adopted CMS platform which aligns with the EU Open Source Strategy, ensuring the organisation retains full ownership of its website, access to source code, content and intellectual property, and is not dependent on a single tenderer for future support or development, that the Charities regulator is not locked into a vendor

The CMS shall use widely adopted, industry-standard technologies. It should provide an intuitive and user-friendly content editing experience, allowing a small internal team to create, edit and publish content without requiring specialist technical expertise.

Tenderers shall clearly identify all ongoing costs associated with their proposed solution, including licensing fees (where applicable), subscriptions, plugins and any other recurring charges.

The CMS functional requirements should support at a minimum -

- Modular or block-based content editing using reusable templates and components
- Page preview functionality prior to publication
- Version control, content history and rollback capability
- Scheduled publishing and unpublishing of content
- Embedding of multimedia such as video players, maps, audio and interactive content
- Metadata, tagging and search optimisation
- Enhanced on-site search for content discoverability
- Support a fully bilingual website, including English and Irish language content
- Platform features such as newsletter sign-up forms, surveys and accessible configurable pop-up messages
- A native website newsletter template and archive that mirrors the organisation's current e-zine template ensuring all traffic stays on the organisation's own domain

We require assurance that the Charities Regulator retains ownership of all content, images, and intellectual property rights associated with the website.

3.2.2.1 Content Governance

The proposed CMS should support a content governance framework to ensure the website remains accurate, consistent and easy to manage over time. Tenderers should outline their approach to content governance, including editorial workflows, content ownership, quality assurance, prevention of duplicate content, management of redirects and broken link and content reviews to maintain accessibility and a clear information architecture.

3.2.2.2 Search

The website must provide an effective on-site search functionality that acts as a key navigation feature that improves findability and supports users to quickly locate relevant information efficiently across the website.

It should be optimised to improve search-engine visibility.

The search should support -

- A relevance-based search algorithm that prioritises high value results, leveraging a strong metadata and taxonomy foundation
- Optimise placement of internal search across the website (for example Search the Register consideration)
- Filtering that allows users to refine search results using attributes such as content type, topic, date, templates, guidance, news, policies, resources and multimedia
- Search results that display titles, descriptions and content types with links to relevant content
- Support pdf and document indexing - enabling search to extract titles and descriptions from documents uploaded by the Charities Regulator
- Auto complete / predictive search suggestions to support faster discovery
- Typo tolerance and fuzzy matching
- Recognition of common user language, synonyms and non-technical terminology
- Ability for administrators to manage metadata, tags to improve search performance
- The search function should be designed to evolve over time to expand filtering and indexing as new content types or topics are introduced
- Search engine optimisation (SEO) best practices to improve visibility in external search engines
- Optimise the website for generative search (such as AI Overview, Chat GPT and so on) through direct answer formatting of content, semantic schema markup and clean page hierarchies

3.2.2.3 Analytics

The Charities Regulator currently uses Google Analytics 4 (GA4). The successful Tenderer will be responsible for implementing and configuring GA4 and Google Tag manager as part of the new website ensuring tracking is correctly configured, tested and validated prior to launch. The tenderer should submit the new sitemap to Google Search Console and ensure the website is optimised for search performance monitoring, including reporting AI-driven search referrals where applicable. If an alternative analytics solution is being recommended it must be fully compliant with GDPR and applicable public sector data protection requirements.

The analytics implementation should accurately measure agreed KPIs and key user interactions including downloads, form submissions, views of charity records and other agreed events. Tagging events and conversions should follow GA4 best practice to ensure data is reliable, consistent and accurately attributed. The tenderer should provide knowledge transfer and practical training for a small internal team covering GA4 custom reports, dashboards and best

practices, enabling the team to confidently manage and track website performance post-launch.

3.2.2.4 Accessibility

The current website contains many PDF guidance documents, which negatively impact the accessibility of the website. Whilst PDFs will continue to be offered, they will need to be supplemented by adding accessible HTML pages to improve usability for people using screen readers and other assistive technologies making the website more user-friendly and search optimised.

At a minimum, the tenderer must ensure that all website content and functionality meet WCAG 2.2 Level AA standards. This includes page content, navigation, forms, images, documents, videos, audio, downloadable content and all interactive components. The website must be accessible to users with diverse abilities, devices and browsing contexts.

Under the EU Web accessibility Directive, public sector bodies are required to make their digital services accessible to everyone, including people with disabilities. The organisation is subject to a weekly National Disability Authority (NDA) accessibility report, which identifies accessibility issues and provides an overall accessibility score. The redesigned website is expected to significantly improve compliance, reduce reported accessibility issues and increase the overall accessibility score.

Prior to launch of the website, the successful Tenderer must provide a comprehensive accessibility audit report demonstrating compliance with WCAG 2.2 Level AA. The successful Tenderer should remediate all identified accessibility issues that are technically feasible to resolve before go-live and provide evidence that these issues have been addressed.

The longer-term accessibility strategy should be a phased approach towards future WCAG compliance. This phased approach allows for gradual improvement over time but also maintains a strong commitment to accessibility.

3.2.2.5 Content creation and migration

The successful Tenderer will be responsible for the manual migration of all existing, relevant content to the new website as part of this project. AI-assisted tools may be used to support and accelerate the migration process. The successful Tenderer however will assume responsibility for ensuring the accuracy, quality, formatting and accessibility of all migrated content.

As part of the migration, the successful Tenderer shall provide guidance and recommendations to support the Charities Regulator in its review, restructuring and optimisation of existing website content to align with the new information architecture, website design and user journeys. The successful Tenderer should also provide guidance on optimising content to support AEO (Answer engine optimisation) where appropriate.

The successful Tenderer may need to create new visual content formats to support the newly designed website (for example buttons, banners, iconography, imagery and so on), these should all be accessible. All written content will be supplied by the Charities Regulator team. However,

where the successful Tenderer may need to supply written content, it must be in plain English and should also achieve a readability level (Flesch Kincaid) suitable for the public.

The successful Tenderer shall implement a content quality assurance (QA) process to ensure that all migrated content is accurate and complete, consistent in tone and style, grammatically correct with no spelling errors. It must be fully functional with all internal links, downloadable documents, images, media and should be tested.

A content migration project plan should be provided, that outlines the approach to the content audit, priorities, timelines, QA and content review process. This should include stakeholder review and approval stages, regular updates and final sign-off process. The successful Tenderer will be responsible for ensuring that all relevant content is successfully migrated, approved and completed within the agreed project timeline prior to the new website launch.

3.2.2.6 Training and Knowledge Transfer

If a new Content Management System (CMS) is implemented, the successful Tenderer shall provide comprehensive training to a small internal team of two to three website content editors. The training must equip the team with the knowledge and confidence to successfully manage the website, including navigating the CMS administration interface, managing digital assets, following content publishing workflows and applying best practices for file and asset naming.

Training shall include an in-person platform walkthrough, followed by online training sessions (such as Zoom) to reinforce the learning and address questions. The successful Tenderer should also provide access to recorded training videos covering key platform features and common tasks for reference. Prior to the website going live, the tenderer shall provide access to a sandbox or test environment to enable the content editing team to practice using the CMS and become familiar with its functionality before publishing live content. The successful Tenderer shall also provide post-launch support to ensure the team can independently manage the day to day running of the website.

3.2.3 Hosting

A reliable hosting solution is required for the new website and must be fit for purpose, scalable, secure and cost-effective, aligned with the size, complexity and anticipated usage of the website.

As the Charities Regulator is subject to Data Protection Legislation all storage, processing of data, personal or otherwise, hosting must be undertaken within the EU/EEA or any country which offers an adequate level of data protection covered by an [EU Adequacy Agreement](#) Hosting disruptions and any break in service must be communicated to the Charities Regulator with proposed resolutions.

Our website is currently hosted by a third party, with the website content managed by an associated third party. Day to day management of the content is handled internally.

The hosting solution must meet the following requirements:

- The hosting can be provided directly by the tenderer or by a nominated third-party specialist hosting service provider.
- The hosting environment must be secure, reliable, and suitable for a public sector website.
- All hosting servers must be located within the EU/EEA or any country which offers an adequate level of data protection covered by an [EU Adequacy Agreement](#) to ensure compliance with data-residency requirements.
- The website must be hosted using energy-efficient hardware
- The hosting solution must support high availability, appropriate performance and scalability to accommodate varying levels of traffic.
- Tenderers must provide a documented hosting architecture outlining environments for development, testing/staging and production.
- The hosting platform must include firewalls and intrusion detection or prevention measures and regular security patching to protect against threats.
- The hosting solution must include management of SSL certificates, including initial setup, renewal and ongoing monitoring.
- The Charities Regulator must retain ownership of all website data and content and must be able to migrate the website to an alternative hosting provider if required.

Ongoing operational requirements for the hosted environment – including maintenance and patching, monitoring, backups, disaster recovery, incident response and availability service levels – are set out in Section 3.2.3 (Service, maintenance and support).

The Tenderer must not subcontract hosting or the processing of personal data without the prior written approval of the Charities Regulator. All security and data protection obligations must flow down to approved sub-contractors and sub-processors. The successful Tenderer will be required to complete Appendix 4 - Data Processing Agreement.

3.2.4 Service, Maintenance and Support

Following the launch, the successful Tenderer shall provide ongoing website support and maintenance services to ensure the continued operation, security, accessibility, performance, availability and futureproofing of the website.

Support services must cover the ongoing use and management of the proposed Content Management System (CMS). Security and performance measures must include, but are not limited to, the requirements below. The successful tenderer is expected to apply current industry best practice throughout the contract term at go-live and beyond the launch

Please note we work within in the Citrix Workspace, administered by the Charities Regulator's ICT infrastructure provider, the Department of Justice (DOJ) IM&T division.

3.2.4.1 Maintenance, Patching and Upgrades

- Ongoing maintenance of the website, including fixes and patches, for the duration of the contract.
- Regular and timely security updates to the CMS, plugins, modules, operating system and server environment.
- Software upgrades, including all version upgrades of the CMS and supporting components, to ensure all software remains within vendor support.
- Critical security patches must be applied on an emergency basis within agreed timelines (indicatively: critical vulnerabilities within 72 hours, high within 14 days), consistent with the CVSS-based remediation timelines agreed with Charities Regulator.

3.2.4.2 Performance and Availability

- The website must achieve a minimum availability of 99.9% measured monthly, excluding agreed scheduled maintenance windows.
- Pages must be capable of loading within 3 seconds on a standard broadband connection under normal load; key landing pages should target under 2 seconds.
- The website must be capable of handling anticipated peak traffic (for example annual report filing deadlines and public announcements) without degradation, with demonstrated capacity for scaling.
- Performance must be monitored continuously, with reporting against agreed service levels provided to the Charities Regulator.
- Content delivery network (CDN) and caching strategies should be used to optimise response times. Load and performance testing must be carried out prior to go-live and before major releases, with results provided to the Charities Regulator.
- Key pages should meet Google Core Web Vitals “good” thresholds on both desktop and mobile devices.

3.2.4.3 Security Standards and Governance

- Adherence to industry-standard security practices, including National Cyber Security Centre (NCSC) hardening guidance and controls aligned with ISO/IEC 27001 and ensuring alignment with National Cyber Security Legislation and Directive NIS2
- The principle of least-privilege authorisation must be applied to all user, administrator and system accounts.
- Monitor the Open Web Application Security Project (OWASP) Top 10 and related guidance for the most critical web application security risks and take action to protect against them. The successful Tenderer must proactively identify new or emerging best-practice security measures and promptly notify the Charities Regulator of their availability and of any necessity for their adoption.

3.2.4.4 Application and Infrastructure Security

- Website perimeter security and web application firewall (WAF) protection via Cloudflare or an equivalent service.
- Data must be protected from unauthorised access by attackers using data injection techniques (such as SQL injection, cross-site scripting, command injection).
- Secure coding practices must be used throughout the development lifecycle, including input validation, output encoding, secure session handling, parameterised queries, and server-side validation.
- Measures to protect against denial-of-service (DoS) and distributed denial-of-service (DDoS) attacks.
- Measures to protect against financially motivated ransomware attacks, including secure, tested backups and recovery procedures.
- All data must be encrypted in transit (TLS 1.2 or higher, HTTPS enforced site-wide) and at rest.
- HTTP security headers must be implemented and maintained, including HTTP Strict Transport Security (HSTS), Content Security Policy (CSP), X-Content-Type-Options, X-Frame-Options (or CSP frame-ancestors) and Referrer-Policy.
- Rate limiting, bot protection (such as CAPTCHA or equivalent) and anti-spam measures must be applied to all public-facing forms and interactive features.

3.2.4.5 Authentication, Access Control and Session Management

- User authentication (The Charities Regulator staff and the successful tenderer) must use best-practice security strength, including enforcement of strong password rules.
- Multi-factor authentication (MFA) must be supported, such as email verification codes and authenticator applications.
- Best-practice security measures must be used for creating and maintaining persistent user sessions where these are necessary, including secure cookie attributes, session timeouts and protection against session hijacking.
- MFA must be mandatory (not merely supported) for all administrative, CMS and hosting accounts. Administrative interfaces should be further restricted where practicable (for example IP allow-listing or VPN access).
- Account lifecycle management must be in place: access must be revoked within one working day of a user leaving or changing role, and all accounts and privileges must be reviewed at least quarterly, with evidence available on request.

3.2.4.6 Data Protection and Privacy

- The website and all associated services must comply fully with the General Data Protection Regulation (GDPR) and the Data Protection Acts 1988 to 2018. Where the Tenderer processes personal data on behalf of the Charities Regulator, it acts as a data processor and must enter into a data processing agreement in accordance with Article 28 GDPR.
- All personal data must be hosted and processed within the EU/EEA, or any country determined to offer an adequate level of data protection by an adequacy decision of the European Commission.

- Tenderers must declare that data will be hosted in a data centre which will be ISO27001 accredited (or equivalent certification), with robust security measures and infrastructure complying with industry standards.
- Tenderers must demonstrate capability to access two data centres within the EEA/other country determined to offer an adequate level of data protection by an adequacy decision of the European Commission.
- No personal data may be transferred outside the EU/EEA without the prior written approval of the Charities Regulator and appropriate safeguards in place. Evidence must be provided of compliance including sub-processors, and confirmation that cloud storage location is within the EEA.
- A cookies management tool should be introduced and managed directly by the tenderer and guided by the Charities Regulator internal team
- Cookie consent and privacy notices must comply with the ePrivacy Regulations (S.I. No. 336 of 2011) and current Data Protection Commission guidance; non-essential cookies must not be set without consent.
- The website must display a compliant cookie banner on first visit, allowing users to accept, reject or customise non-essential cookies, record consent and withdraw consent as easily as it was given. This should include:
 - No non-essential cookies before consent
 - Equal prominence for "Accept" and "Reject"
 - Granular cookie categories
 - Ability to change preferences at any time
 - Consent logs
 - Automatic blocking of marketing/analytics cookies until consent

The successful Tenderer must assist the Charities Regulator, without undue delay, in responding to data subject rights requests and in carrying out data protection impact assessments where required.

3.2.4.7 Records Management and National Archives Compliance

As an Irish public body, the Charities Regulator is legally bound by the National Archives Act 1986 (and all subsequent amendments). No public record, including digital content and data published on or captured via the website, may be destroyed without the official, formal authorisation of the National Archives of Ireland.

Tenderers must demonstrate how their system meets these records management responsibilities, including:

- **Digital Archiving and Versioning:** How the CMS will maintain an immutable version history with restoration capability and complete audit logs of all published content, page updates, media uploads, and structural changes over time.
- **Data Retention Controls:** How the system prevents the accidental, automated, or unauthorized deletion of legacy records and content.

- **Export and Decommissioning Protocols:** How website data and content can be cleanly extracted in an open, archivable format (for example, PDF/A, XML, or standardized database dumps) to facilitate secure long-term preservation or eventual transfer to the National Archives.

3.2.4.8 Monitoring, Logging, Incident Response and Breach Notification

- Continuous monitoring must be in place to detect security breaches, including but not limited to website defacement and data theft, with prompt notification of any such breach.
- Any security incident or suspected breach must be reported to the Charities Regulator immediately, with reporting timelines and escalation paths defined and agreed in advance of go-live.
- Notification of a confirmed or suspected personal data breach must be made without undue delay and in any event within 24 hours of the Tenderer becoming aware, so that the Charities Regulator can meet the 72-hour notification obligation to the Data Protection Commission where applicable
- Audit logging must capture all administrative and security-relevant events (including logins, privilege changes, content changes and configuration changes). Logs must be protected from tampering, time-synchronised, retained for at least 12 months and made available to the Charities Regulator on request.
- A documented incident response plan must be in place, agreed with the Charities Regulator before go-live and tested at least annually.
- Incidents must be triaged by severity, with response and resolution times for each severity level defined in an agreed service level agreement (SLA).

3.2.4.9 Backup and Disaster Recovery

The website backup regimen must align to National Cyber Security Centre (NCSC) frameworks, GDPR data protection principles, and National Archives of Ireland records management mandates.

It will follow **3-2-1 Rule:** Keep 3 copies of data, use 2 storage types, and store 1 copy offsite and the Grandfather-Father-Son Backup Scheme or similar with agreement from the Charities Regulator.

Automated backups must be taken at least weekly. Backups must be encrypted, with at least one copy held off-site and/or in immutable storage to protect against ransomware. Back-up data must be stored and processed in EU/EEA, or any country determined to offer an adequate level of data protection by an adequacy decision of the European Commission.

- Backup restoration must be tested at least quarterly, with evidence of successful test restores provided on request.
- Recovery time objective (RTO) and recovery point objective (RPO) targets must be agreed with the Charities Regulator prior to go-live (indicative targets: RTO of 4 hours and RPO of 24 hours, to be confirmed).
- A documented disaster recovery plan must be maintained and tested at least annually.

3.2.4.10 Security Testing and Assurance

- The successful Tenderer must manage cyber-security by providing evidence periodically (at least once a year) that independent penetration testing has been carried out.
- Issues identified through penetration testing or vulnerability scanning must be remediated in accordance with CVSS-based remediation timelines, agreed with the Charities Regulator.
- Evidence of remediation must be provided on request.
- An independent penetration test must also be carried out prior to go-live and following any significant change to the website or its infrastructure.
- Regular automated vulnerability scanning of the application and infrastructure must be performed at least monthly, in addition to facilitating periodic independent penetration testing organised by the Charities Regulator, along with any vulnerability remediations in line with current best practices.

3.2.4.11 Environment Separation and Change Management

- Separate development, test/staging and production environments must be maintained.
- Live personal data must not be used in non-production environments unless it has been anonymised or pseudonymised and its use approved in writing by the Charities Regulator.
- A formal change management process must be applied: all changes must be tested and approved before deployment to production, with documented rollback procedures.
- All source code must be held in version control. Secrets, credentials and API keys must never be hard-coded or committed to repositories.

3.2.4.12 Sub-contractors and Supply Chain Security

- The Tenderer must maintain an inventory of third-party components, libraries, plugins and dependencies used by the website, monitor them for known vulnerabilities, and ensure they remain within vendor support.

3.2.4.13 Exit and Termination

- On expiry or termination of the contract, the successful Tenderer must return all website content, data, configurations, credentials and documentation to the Charities Regulator in open, reusable formats, and must provide reasonable transition assistance to any successor tenderer.
- Following confirmed return of all data, the successful Tenderer must securely delete all copies held by it or its sub-contractors and certify this deletion in writing and this must be confirmed by the successful Tenderer's auditor.

The Initial Contract will be awarded following the establishment of the Framework Agreement. Under the Framework Agreement, call off orders will be placed when services are required in accordance with the terms and conditions of Contract included in Schedule 4 of the Framework Agreement.

3.3 Proposed Team

The Tenderer should provide details on the proposed team who would be working directly with the Charities Regulator in response to the brief. Tenderers must demonstrate that they have technical capacity and an appropriately qualified team to successfully deliver this project.

Tenderers should provide concise CVs summarising the relevant qualifications and experience of the core team members who would be allocated to the Charities Regulator's work. This includes any third parties that the Tenderer intends to rely on to deliver any aspect of this project. Tenderers must complete the Resource Allocation Schedule included in the Tender Response Document.

3.4 Engagement and Governance Model (Contract Management)

The following items should be addressed separately and in detail:

1. Proposed approach to Project Governance to both the Design/Build stage and Support and Maintenance stage.
2. Proposed approach to Account Management
3. Proposed approach to contract management including reporting, review meetings, disputes/complaints, risk identification and mitigation and so on. For example, key risks would be considered to include – budget overrun, non-delivery of requirements and so on.
4. Proposed approach to flexibility, adaptability as will likely be required to adapt to the inevitable changes that arise during a project such as this one.
5. Identification of any third parties required to deliver the proposed solution – both for products (such as software and so on.) and/or services (such as hosting, security, and so on.) including their specific contribution and how the relationship with the third party is managed on an on-going basis by the tenderer. Please note the prime contractor will be responsible for the performance of any third parties under their control.
6. Identification of specific risks for the proposed solution both during implementation and during subsequent support including proposed mitigation approaches
7. Exit and transfer to a third-party provider in the future

The successful Tenderer will be required to take a proactive attitude to relationship management and delivery of effective services and ensure a flexible and sympathetic response to any unplanned or reactive requirement.

The Charities Regulator requires tenderers to nominate a dedicated contract manager (together with an alternate who will be kept abreast of the engagement with the Charities Regulator should the dedicated person be unavailable) who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include **at a minimum** the following:

- Overall responsibility for a good working relationship with the Charities Regulator
- Provide regular reports on performance

- Regular project tracking that advises on timelines, milestones, risks, dependencies as agreed with the Charities Regulator
- Budget management
- At least monthly reporting on SLA adherence
- Regular status meetings and/ or email status as agreed with the internal team to review ongoing website activities and priorities
- Quarterly accessibility reports should include any identified issues and recommended improvements.
- An annual website audit covering functionality, content accuracy, broken links, redirects, forms, navigation, page performance, accessibility and SEO.
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Charities Regulator ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings
- KPIs to be proposed by the tenderer

3.4.1 Service Levels

The successful tenderer will be expected to commit to an appropriate Service Level Agreement (SLA) for the availability of the Charities Regulator's website solution. Tenderers are requested to provide an indicative SLA as part of their tender submission, outlining response times to support requests, resolution targets, escalation procedures and support priorities.

Charities Regulator website availability, excluding any agreed and scheduled down time, must be at least 99.9%.

Support shall include assistance to the internal web content team with technical issues, maintenance issues and day-to-day website support. Support services shall be available during core working hours of 9:00 am to 5:30 p.m., Monday to Friday and delivered through agreed channels including a ticketing system, email or online meetings (such as Zoom) and remote support access.

3.4.2 Escalation Procedures

Tenderers should detail proposed arrangements between the tenderer and the Charities Regulator for dealing with any issues that may arise through the course of this framework, to include escalation procedures/formal complaints procedures. The escalation procedure should include details of how issues are logged, escalation points, escalation timelines, resolution timelines and proposed reporting.

3.5 Specific Sustainability Measures

The Charities Regulator is constantly looking at ways of reducing its impact both directly and indirectly on the environment. We are keen to improve all elements of the supply chain regarding this tender. Below please find relevant areas which can be targeted over the lifetime of the framework from an environmental and wider sustainability point of view:

- Control of energy use by using energy efficient IT equipment and services, optimisation of coding practices, minimisation of unnecessary servers' requests
- Optimisation of data transfer and control of file sizes to reduce bandwidth usage
- Application of circular economy principles
- Accessibility consideration to promote a more equitable user experience

Tenderers are required to outline within their response how the above and other areas relevant to this RFT may be applied from day one or over the shortest duration possible.

Please note, the Charities Regulator is not seeking aspirational ideas, or concepts. The proposed additional measures must be robust, pertinent to the contract, fully demonstrated, and verifiable, to obtain marks.

Targets must be measurable and can be reported on, showing steady improvements over a specific period.

3.6 Costings

Please refer to the TRD and Appendix 1 – Charities Regulator Website Pricing Schedule for the information the Charities Regulator requires from tenderers.

4 Selection Criteria

The Charities Regulator is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Charities Regulator that they will have these resources at their disposal when necessary.

4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence will be required prior to the award of any contract. Tenderers must (using the Tender Response Document (TRD) declare that it has a minimum annual turnover of €200,000 per annum, for each of the last immediately preceding three (3) years. When requested to, by the Charities Regulator, tenderers must provide copies of the audited financial statements for each of the three (3) immediately preceding financial years which must include an unqualified audit report on financial statements.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Professional Indemnity	€1.3million each and every claim per insurance year
Cyber Insurance	€1.3 million limit in the aggregate per insurance year
Declarations	
a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.	

- d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 (“GDPR”).

Tenderers must complete, sign and date these Declarations. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This must be completed by each group member.

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Personnel and Skills

Tenderers must demonstrate that they have access to the minimum number of suitably qualified and experienced resources capable of delivering the required services.

Tenderers must also provide an organisation chart as part of their response.

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable experience/projects, involving the features as defined in the TRD. Tenderers should refer to instances within the last four (4) years which demonstrate that they have successfully delivered services of a comparable nature and scale. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. The contracts listed should be chosen to demonstrate the firm’s skills, efficiency, experience and reliability in the relevant areas of expertise. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

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

Note #2: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person can provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #3: Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Note #4: Any reference contracts presented must have been substantially delivered by the Tendering party.

Data Hosting Locations

Tenderers must declare that data will be hosted and processed within the EU/EEA or any country which offers an adequate level of data protection covered by an EU Adequacy Agreement. Also, they must declare that data will be hosted in a data centre which will be ISO27001 accredited (or equivalent certification), with robust security measures and infrastructure complying with industry standards.

Tenderers must also demonstrate capability to access two data centres within the EU/EEA or any country which offers an adequate level of data protection covered by an EU Adequacy Agreement. Please provide details of two different hosting locations.

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.

Pass/Fail

5 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	35%	3500	1750
Title	Quality of response to requirements set out in section 3		
Description	Tenderers are required to outline the project plan and methodology proposed and how you will approach each of the requirements for delivering each of the services specified in Section 3 of the RFT. The response should include a detailed implementation plan to include tasks, timelines, resource allocation and approach. Your response should include the following: • Your approach and methodology to the new website development project: • Website hosting solution and facilities • Service, maintenance and support The information provided must be specific and contain sufficient detail to allow the Contracting Authority evaluation team to assess the relative merits of each tender. Page limit for response: 10 A4 page, minimum font size Calibri 11. For the avoidance of doubt any pages submitted beyond the limit set will not be considered.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	Qualifications and expertise of team proposed		
Description	Tenderers must provide an organisation chart for the proposed delivery team and provide comprehensive CVs outlining the qualifications / experience of the personnel that it is proposed will deliver all the requirements and all the services, demonstrating their understanding expertise of the requirements with reference to similar projects. CVs for the following roles must be provided:-		

	• Project/Account Management • Creative Director • Head of Design • Technical Director • Content and Strategy • UX/UI Designer (Senior/Junior) • Developer (Senior/Junior) • Copywriter • SEO Specialist • Data analyst Tenderers must complete the Tender Resource Schedule in the TRD. CVs should be no more than two (2) pages. Please note: The same person may provide any number of roles above, once qualified to do so. Team/Resource Management: Tenderers should also detail their process for the timely notification, agreement and replacement with the Charities Regulator as to any changes in the quantity and experience/seniority of personnel/team resource allocated to the Charities Regulator. Any new roles or changes in personnel/team resource will be subject to advance agreement with the Charities Regulator. All resources offered must be of equivalent experience and seniority, as required and agreed with the Charities Regulator. Page limit for tenderer's response on handling of team changes: Two (2) A4 pages, minimum font size Calibri 11. For the avoidance of doubt any pages submitted beyond the limit set will not be considered.		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Engagement and Governance Model (Contract Management)		
Description	Tenderers are required to outline their proposals to ensure effective contract management solutions as required at a minimum in Section 3 of the RFT including identification of a nominated contract manager. Tenderers should provide clear and comprehensive information around their proposed approach to: • Project governance to both the Design/Build stage and Support and Maintenance stage. • Account Management • Contract management including reporting, review meetings, disputes/complaints, risk identification and mitigation and so on. For example, key risks would be considered to include – budget overrun, non-delivery of requirements and so on. • Flexibility, adaptability as will likely be required to adapt to the inevitable changes that arise during a project such as this one.		

	- Tenders are required to provide details of their escalation procedures to for dealing with any issues that may arise during implementation of the initial contract and during the term of this framework. - Identification of any third parties required to deliver the proposed solution – both for products (such as software and so on.) and/or services (such as hosting, security, and so on.) including their specific contribution and how the relationship with the third party is managed on an on-going basis by the tenderer. Please note the prime contractor will be responsible for the performance of any third parties under their control. - Identification of specific risks and mitigations for the proposed solution both during implementation and during subsequent support including proposed mitigation approaches - In the event of contract termination / end of agreement term, prospective tenderers need to outline their procedures for the transfer to another agency and the return of data to the data owner. - A draft SLA and KPIs taking account of the requirements of 3.4 of the RFT must also be provided. Page limit for response excluding SLA and KPIs: Six (6) A4 page, minimum font size Calibri 11. For the avoidance of doubt any pages submitted beyond the limit set will not be considered. A separate response to be provided on the SLA and KPIs.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	5%	500	250
Title	Proposals for reducing environmental impact of service delivery		
Description	Tenderers are required to put forward proposals for reducing environmental impact of service delivery during the term of the agreement Page limit for response: 2 A4 pages, minimum font size Calibri 11. For the avoidance of doubt any pages submitted beyond the limit set will not be considered.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n/a
Title	Cost		
Description	Please complete the Excel costing sheet provided in Appendix 1 – Charities Regulator Website Pricing Schedule.		

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		

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

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

Award of membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and award of any contract.

6 Instructions for Tenderers

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

6.1 Multiple Participation

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

6.2 Queries

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

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

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

6.3 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.4 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six calendar days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or to make a presentation of their proposals.

6.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and tenders must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time, noting that upload speeds may vary. Tenderers must ensure they have submitted the completed response. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

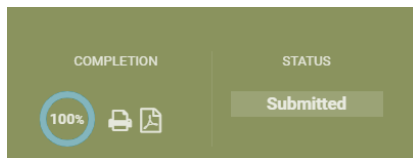
6.5.1 Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

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

6.5.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a “Submit” button and receiving the following status:



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to click the “Submit” button.

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

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

6.6 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of 12 months is required, this period commencing on the closing date by which the tenders are to be returned.

6.7 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process. Where there is a discrepancy between a pdf version and a Word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.9 Collusive Tendering

If any tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.10 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

6.11 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Charities Regulator.

6.12 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form / pricing schedule. In general, the following approach will be applied to manifest errors where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Charities Regulator in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.13 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

6.14 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the framework / contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject matter in any applicable jurisdiction, shall be applicable.

6.15 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the framework / contract, any publicity activity with any section of the media in relation to this competition other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet, social media and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party, information regarding this process and the agreement.

6.17 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender, or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to establish a framework / award any contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.18 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers ('standstill period').

6.19 Award Notices

Following the establishment of the framework agreement / award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.20 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.21 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.22 Brand Names, etc.

Please note in relation to this tender document: where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a *de facto* requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.23 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.24 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

6.25 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.26 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.27 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.28 Accessibility / Dignity at Work

The successful tenderer shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.29 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.30 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders and any subsequent clarifications should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.31 International Procurement Instrument

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

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

6.32 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission

Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

6.33 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in Commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.34 Data Protection

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

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

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the tenderer of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.35 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.