

Invitation to Tender (ITT) for the provision of an Integrated Board Governance and Risk Management Software Solution

Competition Ref	011-03-641
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ID	011-03-641
Tender Submission Date	By 12.00 noon on 16 October 2026

CRU requests a response to the following queries by
COB Thursday 30 September

#	CRU Query	Tenderer's Response
1	References (Selection Criterion 2.2(a)): Please confirm what CRU will accept as reference contracts "of a similar nature and scale". In particular, will references for risk-management or GRC SaaS solutions, or for board-governance solutions, be accepted individually, or must each reference cover both? Where a tenderer is the prime contractor and uses a partner's software component, may the partner's reference contracts for that component be relied on?	CRU will accept references for comparable risk-management/GRC or board-governance SaaS solutions. References may cover either element individually, provided they collectively demonstrate relevant experience across both. A prime contractor may rely on a proposed delivery partner's references where that partner's role is clearly identified.
2	Turnover: ITT section 2.1(b) states a minimum annual turnover of EUR 250,000, while TRD A states EUR 210,000. Please confirm which figure applies.	The correct Turnover figure is EUR 250,000, as per the ITT section 2.1(b)
3	Insurance: The ITT lists Employer's Liability EUR 12.7m, Public Liability EUR 6.5m, Professional Indemnity EUR 0.5m and Cyber EUR 1m. TRD A lists Employer's Liability EUR 13m and Product Liability EUR 6.5m. Please confirm the required types and levels, and whether confirmation that cover will be in place on award is sufficient at tender stage.	The correct Turnover Figures are Employer's Liability EUR 12.7m, Public Liability EUR 6.5m, Professional Indemnity EUR 0.5m and Cyber EUR 1m, as per the ITT.
4	Contract term: The ITT describes an initial term of 24 months with up to two 24-month extensions, while contract clause 18.2 refers to extensions of up to 12 months. Please confirm which applies, and whether Cost Table 1 should be priced for the full 6 years.	The applicable contract term is an initial period of 24 months, with the option for CRU to extend the contract by up to two further periods of 24 months each. For clarity, the extension periods specified in the ITT will apply in place of the periods referenced in clause 18.2. Tenderers should complete Cost Table 1 for the full potential six-year contract period.
5	Offline access (MR13): Would a secure, encrypted progressive web app or tablet application supporting offline annotation with later synchronisation meet MR13? Please also	Yes. A secure, encrypted progressive web app or tablet application supporting offline annotation and later synchronisation will meet MR13. CRU

	confirm which devices and operating systems Commission and senior leadership members use (for example iPad or Windows, managed via Intune).	users operate managed iPad and Windows devices via Intune.
6	MR 12: What usage stat is mandatory? can we show the attendance data?	MR12 requires the solution to support standard and ad hoc reporting on usage, alongside meetings, papers, approvals, decisions, actions, circulation and outstanding items, with export to Excel, CSV and PDF. Attendance data may be included as part of usage reporting, but attendance data alone would not fully meet MR12.
7	MR 18: Is Watermarking by the product a mandatory requirement and would it rule us out if we are unable to meet it?	Watermarking by the product is not a mandatory requirement under MR18. A tenderer will therefore not be excluded solely because its proposed solution does not provide product-generated watermarking. Where watermarking is not available, the tenderer should describe the alternative document-security and information-protection controls provided by its solution, including how these controls help prevent unauthorised access, use or distribution of sensitive documents.
8	MR 25: Please can you confirm whether the requirement to delete all customer data upon exit must be completed immediately, or whether deletion in accordance with the supplier's standard data retention and deletion processes would meet this requirement?	Deletion is not required to be completed immediately on contract exit. Following the secure extraction and return of all CRU data, the supplier may delete remaining copies in accordance with its documented data retention and deletion processes, provided that deletion is completed within an agreed timeframe, complies with applicable legal and regulatory requirements, and is confirmed to CRU in writing. Any data retained temporarily must remain secure, inaccessible for operational use and subject to the contract's confidentiality and data-protection obligations.
9	MR 14: Are issues and incidents in a separate software or a mandatory requirement from the risk tool?	MR14 requires the proposed solution to support the recording, management and reporting of issues and incidents associated with risks. This functionality may be provided within the risk-management tool or through integration with a separate software solution, provided the tenderer

		demonstrates that the overall solution fully meets MR14, including appropriate data exchange, traceability, access controls and reporting.
10	Whether a non-resident tenderer may submit a tender without holding an Irish Tax Clearance Certificate at the time of submission.	YES
11	What evidence of tax compliance is acceptable for a UK-based tenderer that is not currently registered for Irish tax.	Please refer to Option 2: Please confirm (Yes / No) of the Section 1: Qualification Response (ITT Section 2)A. ECONOMIC AND FINANCIAL CAPACITY. Tax Compliance (ITT Ref 3.25)
12	Whether an Irish Tax Clearance Certificate would be required only prior to contract award and, if so, whether a period would be allowed for a preferred bidder to obtain any necessary Revenue registrations and tax clearance status.	YES, bidders will be allowed time to obtain any necessary Revenue registrations and tax clearance status.
13	We have reviewed the terms and conditions set out in Appendix 4 and thank the Commission for providing them. Having reviewed the document, we note that although the Appendix states 'SaaS Services' a number of the provisions are not aligned with the standard SaaS deployment model under which our solution is delivered. In particular, the TUPE provisions, the specific exit management obligations, and certain of the security and data protection clauses do not reflect the way the service is provided, while the liability provisions — which are disproportionate to the annual contract value and, in places, impose unlimited supplier liability — are not ones we are able to accept in their current form. We wish to stress that the Commission for Regulation of Utilities is a highly valued customer of OneAdvanced, and preserving and strengthening this relationship is a priority for us. With that firmly in mind, we would welcome the opportunity to discuss the content of Appendix 4 with you in more detail, with the shared objective of aligning and refining the relevant provisions so that they reflect a structure appropriate to a SaaS deployment and properly protect the interests of both parties.	CRU acknowledges the tenderer's comments regarding Appendix 4. Tenderers are required to submit tenders on the basis of the published terms and conditions. Any proposed qualifications, amendments or alternative wording must be clearly identified, together with the relevant clause and supporting rationale. CRU cannot commit during the clarification stage to accepting any proposed amendments or engaging in bilateral negotiations. Any contractual departures will be considered in accordance with the ITT and applicable public procurement requirements and may affect the compliance or evaluation of the tender. Any clarification or amendment of general application will be communicated equally to all tenderers.

14	1.1 Overview - User Count For the requested 100 users, please provide the mix of license type : Professional Users (Primary users from Risk & Board Governance department), Contributor Users (auditees, business users)	The 100 users is an indicative overall user estimate across the integrated solution, comprising approximately 40 Board Governance users and 60 Risk Management users. It is expected that circa. 50% of the Board Governance Users will be Pro users and 100% of the Risk Management Users will be Pro users. CRU expects that there may be some overlap between these groups, as certain users, including Senior Leadership Team members, Risk Management Team users and Audit and Risk Committee users, may require access to both components.
15	Solution Deployment Preferred solution deployment option : SaaS or On Premise or Client Cloud Tenant	The proposed integrated solution must be delivered as a secure, resilient, SaaS-hosted cloud service, in accordance with the ITT requirements. On-premises or client-cloud-tenant deployment options would not meet this mandatory requirement.
16	Budget Is the estimated budget of €210,000 excl for 6 years? or just the initial term of 24 months(2 years)	The estimated total contract value of €210,000 excluding VAT relates to the maximum potential contract term of six years, comprising the initial 24-month term and two optional extension periods of 24 months each. The extension periods are exercisable at CRU's discretion and are not guaranteed.
17	User Licensing and Sizing Please confirm whether the 100 users (40 Board Governance / 60 Risk Management) are unique individuals, or whether some users (e.g. Senior Leadership Team, Risk Management Team, Audit & Risk Committee) need access to both. How many unique named users should be assumed for Cost Table 1? (1.1, 1.2)	The 100 users is an indicative overall user estimate across the integrated solution, comprising approximately 40 Board Governance users and 60 Risk Management users. CRU expects that there may be some overlap between these groups, as certain users, including Senior Leadership Team members, Risk Management Team users and Audit and Risk Committee

		users, may require access to both components.
18	User Licensing and Sizing Please give indicative volumes: number of meetings/committees per year, average meeting pack size, number of risk registers (organisational, divisional, team, project), average risks per register and expected yearly document storage growth. Should a baseline storage allowance be included in the fixed price?	Commission Meetings: approx. 28 per year SLT meetings approx. 28 per years ARC Meetings: 4-6 per year Meeting packs typically include a number of agenda item with supporting papers. Papers can vary in size from a no. of pages to substantial documents e.g. up to 300 pages. Typical papers 25-50 pages. Corporate Risk Register x 1 Divisional Risk Registers x 6 No team or project currently but could be implemented in the future. Av. No. of risks – (Corporate Risk 12-16, Divisional Risk 9-20)
19	Board Governance Could CRU provide an overview of the current end-to-end Board Governance process, from meeting creation and agenda preparation through paper submission, review, approval, meeting, minutes, decisions and action tracking?	CRU's Board Governance process includes meeting creation, agenda preparation, paper submission, review and approval, meeting pack compilation and circulation, meeting management, minutes, decisions and action tracking. The proposed solution should support a configurable end-to-end workflow across these stages, including secure access, version control, audit trail, decision/action recording and reporting on outstanding items. Tenderers should explain how their solution supports this process and identify any assumptions made.
20	Board Governance Could CRU provide the list of governance bodies that need to be managed in the solution, including the Commission/Board, Audit and Risk Committee, Senior Leadership Team, subcommittees and working groups, along with their typical meeting frequency and membership?	Commission meetings – approx. 28 per year. Attendance: Commission x 3, Directors by 6, support staff + others as required Audit and Risk Committee (ARC) – 4-6 per year. Attendance: Members x 4, Support Staff and others as required

		Finance and Governance Meetings – 6-8 per year. Attendance: Commission x 1, Director x 1, Senior Manager and support staff as required. SLT Meetings – approx. 28 per year Attendance: Commission x 3, Directors by 6 + others as required Risk Management Team meetings – 4-6 per year. Attendance: Commission x 3, Directors by 6 + Senior Managers x 5 The solution should provide the flexibility to accommodate additional governance bodies, committees, subcommittees, and working groups over the term of the contract, together with the ability to modify membership structures, user permissions, and meeting schedules in line with CRU's evolving governance requirements.
21	Board Governance Do different governance bodies follow different meeting, agenda, paper submission, approval or documentation processes, or should a common configurable workflow be used across all governance bodies?	Generally, a common workflow to be available across meeting types.
22	Board Governance What types of papers/documents will normally be submitted through the Board Governance system?	Papers and documents may include agendas, meeting packs (PDF), board/Commission papers, committee papers, briefing notes, reports, decision/approval papers, minutes, action logs, supporting appendices and other governance-related documents.
23	Board Governance What approval workflow level is required for different types of papers?	CRU expects the solution to support configurable approval workflows for different types of papers. The exact approval route may vary depending on the paper type, governance body and

		sensitivity of the document. Tenderers should explain how their solution supports configurable review and approval levels, including reviewer comments, approval status tracking, escalation, electronic sign-off and audit records.
24	Board Governance What should happen when a reviewer rejects a paper or requests changes?	Where a reviewer rejects a paper or requests changes, the paper should be returned to the relevant author/submitter with comments or required actions recorded. The solution should support revision, resubmission, version control, notifications, approval status tracking and audit trails. The workflow should be configurable to determine whether revised papers return to the same reviewer, proceed to another approval stage or require escalation.
25	Board Governance Does CRU require voting within meetings? If yes, what voting rules and information need to be captured?	CRU does not currently require formal voting functionality as a mandatory requirement. However, tenderers should describe any available voting capability, including support for configurable voting rules, eligible voters, quorum and approval thresholds, abstentions, delegated votes and the recording of outcomes. The solution should, where available, retain an appropriate audit trail of the motion or decision, voting date and time, result and participating voters, with configurable permissions to support open, confidential or anonymous voting. Any such functionality should integrate with minutes, decisions and action tracking.
26	Board Governance	Attendees at meetings can view, annotate and comments on papers. It

	Who can view, annotate and comment on papers during the review process, and should comments/annotations be visible to all reviewers or only selected users?	would be helpful if comments can be shared if required.
27	Board Governance Could CRU clarify and provide the list of AI capabilities expected to be included in the Board Governance solution?	Please provide examples of capabilities that can be provided to support, for example, conduct of Board meetings, identifying and assessing risks.
28	Board Governance Could CRU clarify what reporting information and insights they expect the Board Governance solution to provide to Board and management users?	Examples (not exhaustive) Record of attendance at meetings Records of activity e.g. decisions made
29	Integration For Entra ID single sign-on, please confirm whether SAML 2.0 or OIDC is acceptable. Is automated user provisioning and removal (SCIM), with Entra groups mapped to roles, required? Will MFA and Conditional Access be enforced at Entra ID level? (Board Governance MR20, Risk Management MR9)	CRU requires integration with Microsoft Entra ID for single sign-on. SAML 2.0 or OpenID Connect (OIDC) will be acceptable, provided the proposed solution integrates securely with CRU's Entra ID environment and meets the requirements of MR20 and MR9. Automated user provisioning and deprovisioning through SCIM, including the ability to map Entra ID groups to application roles, is desirable but not mandatory. MFA and Conditional Access policies will be enforced through CRU's Entra ID environment. Tenderers should clearly describe the authentication standards, provisioning capabilities and role-mapping options supported by their solution.
30	Integration Which Microsoft 365 integrations are needed at go-live? For example: Outlook calendar invites for meetings, publishing approved papers and minutes to SharePoint, or importing papers from SharePoint libraries. Is SharePoint CRU's official records repository? (Board Governance MR3, MR20)	At go-live, CRU expects the solution to support core Microsoft 365 interoperability, including the ability to upload, store, preview, search, retrieve and download common Microsoft 365 file formats such as Word, Excel and PowerPoint. Tenderers should describe any available Outlook, SharePoint and wider Microsoft 365 integrations, including calendar invites, importing papers from SharePoint libraries, publishing approved papers or minutes

		to SharePoint, and any API or connector-based options. SharePoint is an authorised CRU Records Management Application, but it is not the official records repository.
31	Integration Which e-signature tool does CRU currently use, if any? Is integration with it needed at go-live or as a future option? For Power BI, is a documented API or a scheduled data extract acceptable? (Board Governance MR20, Risk Management MR9)	CRU currently uses OneSpan for electronic signatures. Integration with OneSpan is desirable but is not required at go-live; tenderers should describe any available integration and whether it can be enabled as a future option. For Power BI integration, either a documented API or a secure scheduled data extract is acceptable, provided the proposed approach supports reliable access to the required reporting data. Tenderers should clearly describe the available integration method, data formats, security controls and any associated licensing or implementation costs.
32	Integration Which Board Governance records need to be linked with Risk Management records?	Relevant Board Governance records should be capable of being linked to Risk Management records where there is a clear governance or risk relationship. This may include decisions, actions, minutes, papers, approvals, escalation items, audit records and reporting outputs that relate to specific risks, controls, mitigations, risk actions or risk reporting. The tenderers should explain how their solution supports secure linking or sharing between the Board Governance and Risk Management components.
33	Scope of Services Cost Table 1, Row 3 (Installation, configuration and implementation) has a column for each of the 6 years. Please confirm this is a one-off Year 1 cost, and that Years 3–6 should be priced assuming both 24-month extensions are taken up. (Cost Table 1)	Installation, configuration and implementation should be priced as a one-off cost in Year 1. Any recurring implementation-related charges must be clearly identified and separately itemised by the tenderer. For pricing and evaluation purposes, Years 3–6 should be completed on the assumption that both optional 24-month extension periods are exercised, so that Cost Table 1 reflects the maximum potential six-year contract term. The inclusion of pricing

		for the extension periods does not constitute a commitment by CRU to exercise either extension option.
34	Scope of Services Should the AI assistant features (DR3) be included in the core price, or offered as an optional module that is switched off by default? Is an EU-hosted AI model provider acceptable as a sub-processor, provided CRU data is never used for model training? (Board Governance MR24, DR3; Risk Management MR16, DR3; AI clause in Appendix 4)	AI assistant features are desirable rather than mandatory and may be offered as an optional module, clearly priced separately and switched off by default unless approved by CRU. Tenderers should clearly state what AI functionality is included in the core solution, what is optional, and any associated licensing, configuration or usage costs. An EU-hosted AI model provider may be acceptable as a sub-processor, subject to CRU approval, completion of appropriate data protection assessment, security and AI governance checks, and confirmation that CRU data will not be used to train, fine-tune or improve AI models without CRU's explicit written approval.
35	Data Migration 1.2.2 describes data migration as "where applicable", but Board Governance MR23 makes it mandatory. Please confirm whether data migration is in scope and should be included in the fixed price. (1.2.2, Board Governance MR23)	Data migration is in scope and is required in accordance with Board Governance MR23. Tenderers should include in the fixed implementation price the migration of applicable existing Board Governance data and documents necessary to deliver the proposed solution. Tenderers should clearly state the migration scope, volumes and formats assumed, the activities included, any dependencies on CRU, and the basis of any separately identified charges for additional migration requirements that cannot reasonably be quantified at tender stage.
36	Data Migration Beyond the documents and their core metadata, must version history, annotations, approval records and audit trails from the legacy source also be migrated? Please confirm CRU's responsibility for data extraction, cleansing and sign-off of mapping. (Board Governance MR23)	The required migration scope will be confirmed during implementation following an assessment of the legacy source data. As a minimum, tenderers should include the migration of applicable documents and core metadata. Version history, annotations, approval records and audit trails should be migrated where technically feasible, available from the legacy source and necessary to preserve the integrity or evidential

		value of the records. Tenderers should identify any items that cannot be migrated and propose an appropriate archival or alternative access arrangement. CRU will facilitate access to the available source data, support data cleansing decisions, validate the proposed data mapping and provide formal sign-off following migration testing. The supplier will be responsible for extraction where access and source-system capabilities permit, transformation, migration, reconciliation, exception reporting and supporting CRU's validation and acceptance activities.
37	Security and Access For offline access, which devices do Commission members and the Senior Leadership Team use (e.g. CRU-issued iPads, Windows laptops, personal devices)? Are they managed through Intune or another MDM? Would a secure browser-based offline capability (encrypted local cache, access expiry, remote wipe) meet MR13, or is a native mobile app expected?	Commission members and the Senior Leadership Team primarily use CRU-issued iPads and Windows laptops managed through Microsoft Intune. Access from personal or unmanaged devices is not required. A secure browser-based offline capability or native application will meet MR13, provided it supports encrypted local storage, user authentication, access expiry, secure synchronisation, and the ability to revoke access or remotely remove cached CRU data through the applicable device-management or solution controls. Tenderers should describe the supported devices and operating systems, the offline security model and any dependencies on Intune or other mobile device management controls.
38	Security and Access Will any users (e.g. external Audit & Risk Committee members) not have CRU Entra ID accounts? If so, does CRU prefer Entra B2B guest access, or local accounts in the solution protected by MFA? (Board Governance MR9, MR15)	Some lay members of the Audit and Risk Committee may not have CRU Entra ID accounts. CRU's preferred approach is Microsoft Entra B2B guest access, where appropriate. Where B2B guest access is not suitable or available, secure accounts within the solution may be acceptable, provided they are protected by MFA and supported by appropriate identity verification, role-based access controls, account lifecycle management and audit logging. Tenderers should describe the

		external-user access options supported by their solution and any associated licensing or administrative requirements.
39	Security and Access For offline access, could CRU clarify which Board Governance functions and user activities are expected to be available while the user is offline?	For offline access, CRU expects users to be able to securely access, review, annotate and markup meeting packs and documents while offline, with changes synchronised when the user reconnects. Offline functionality should support appropriate security controls, including encryption, access expiry, user authentication and controls over locally cached data.
40	Hosting Is remote support and administrative access by supplier personnel located outside the EEA acceptable, subject to EU Standard Contractual Clauses, a transfer impact assessment and controlled privileged access? Or must all access to CRU data take place from within the EEA? (1.2.1 - Hosting, data residency; Sub-processors)	Remote support and administrative access by supplier personnel located outside the EEA may be acceptable, provided this is clearly identified by the tenderer and is subject to CRU approval, appropriate GDPR transfer safeguards, EU Standard Contractual Clauses where required, a transfer impact assessment, controlled privileged access, audit logging, least-privilege access, confidentiality obligations and appropriate security controls. Tenderers must confirm where live data, backup data, audit logs and support data will be hosted and processed, identify any international transfers or remote access from outside the EEA, and identify all relevant sub-processors, subcontractors and support providers who may access CRU data or systems. Support must be available during CRU working hours, Ireland time zone.
41	Hosting Does CRU have a records retention schedule (e.g. under the National Archives Act) that the solution must enforce? Should records be transferred to SharePoint or another archive at the end of their retention period? (1.2, Board Governance MR8, MR22)	A retention schedule may not be implemented at go-live but will be required during the contract term. The solution must therefore support configurable retention periods, legal holds, authorised disposal and audit trails. Routine transfer to SharePoint or another archive is not required, but secure export of records and metadata must be supported where necessary.
42	SLA and Support	CRU requires a minimum service availability of 99.9% per calendar month, excluding agreed planned

	Annex 1 (Service Levels and Service Credits) of the contract is blank. Should tenderers propose their own service levels, or will CRU specify a minimum availability (e.g. 99.5% / 99.9%), measurement period, service credit regime and minimum RTO/RPO? (Appendix 4 - Annex 1; Board Governance DR2; Risk Management DR2)	maintenance. Tenderers should propose detailed service levels covering availability, incident priorities, response and restoration times, measurement and reporting, escalation, root-cause analysis, RTO and RPO. As a minimum, Priority 1 incidents should have a 30-minute response target and a four-hour service-restoration target. Proposed RTO and RPO commitments should be appropriate to the criticality of the solution and clearly stated. Tenderers should also propose a proportionate service-credit regime, calculated against the applicable monthly recurring service fee, with credits triggered by failure to meet agreed service levels. Final service levels and service credits will be incorporated into Annex 1.
43	SLA and Support What support hours does CRU require (e.g. Monday -Friday, Irish business hours)? Is extended or 24x7 cover needed for critical incidents, or around Commission meetings when packs may be reviewed in the evening or at weekends? (1.2.2)	CRU requires support during Irish business hours, Monday to Friday, with appropriate incident logging, prioritisation and escalation. Priority 1 incidents must be actively managed on a 24x7 basis until service is restored. Tenderers should describe any extended or out-of-hours support available, including support around scheduled Commission and committee meetings where evening or weekend access may be required, together with any associated costs.
44	SLA and Support Appendix 4 requires planned maintenance to be mutually agreed. Is a pre-agreed standard out-of-hours maintenance window acceptable, with shorter notice for urgent security patches? Can CRU defer non-security releases? (Appendix 4 - Service Levels clause; 1.2 release management)	A pre-agreed standard out-of-hours maintenance window is acceptable, provided appropriate advance notice is given and service impact is clearly communicated. Shorter notice may be acceptable for urgent security patches or critical fixes. CRU may request deferral of non-security releases where there is a business need, subject to agreement with the supplier and any security, support or service-continuity implications.
45	Page Limit TRD Document A, Award Criterion 2 has a maximum of 10 pages. Please confirm whether	The 4-page submission limit applies independently to Sub-Criteria 1.1 and 1.2. Accordingly, tenderers may submit

	a compliance matrix, screenshots and other supporting evidence can be submitted as appendices outside this page limit. Also, please confirm whether the 4-page limit for Award Criterion 1 applies to 1.1 and 1.2 together, or 4 pages each.	up to 4 pages for each sub-criterion, resulting in a maximum of 8 pages for Award Criterion 1. For Award Criterion 2, any compliance matrices, screenshots, and supporting documentation must be contained within the relevant 10-page submission limit.
46	Technology Stack Could CRU clarify whether there are any preferred technology stacks for the proposed Board Governance solution?	CRU does not have a preferred technology stack for the Board Governance solution. Tenderers should propose the technology stack they consider most appropriate, provided the solution meets the ITT requirements.

The Deadline for Clarifications: 30/09/2026