An Coimisiún um Rialáil Fóntas
Commission for Regulation of Utilities

Invitation to Tender (ITT) dated 02/11/2026

for the provision of

Work Planning Software Application

CRU File Ref: 011-03-642

Tender procedure: Open procedure

Tender Deadline: 30/11/2026

An Coimisiún um Rialáil Fóntas
Commission for Regulation of Utilities

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Invitation to Tender

The Commission for Regulation of Utilities ("**CRU**") invites you to submit a tender for the provision of a Work Planning Software Application as more particularly described below (the "**Procurement**").

Title:	Tender for the Provision of Work Planning Software Application
Published by:	CRU
Publication date:	02/11/2026
Deadline for queries:	16/11/2026 17:00
Tender deadline:	30/11/2026 12:00
Notice Type:	Invitation to Tender

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

Estimated value of the contract:

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

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

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

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

Tender Submission Requirements

Please submit a Tender in the **Tender Response Document Format** outlined at Appendix 1 to this Invitation to Tender (ITT) and send your Tender within the timeframe stated below.

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

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

Tenders must be received not later than 12:00pm GMT 30/11/2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

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

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

All queries relating to any aspect of this Competition or of this ITT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 5:00pm GMT on 16/11/2026 unless otherwise published by the CRU. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

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

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Appendix 1: Statement of Requirements

1. The statement of requirements for the contract is set out below.

1.1 Overview

The Commission for Regulation of Utilities (CRU) is Ireland's independent energy and water regulator. Its purpose is to serve the public interest by regulating energy and water services for homes and businesses, while supporting the transition to net zero. The CRU's 2025-27 Strategic Plan is supported by eight strategic priorities:

- Support the transition to net zero
- Enable efficient and competitive energy markets
- Enable resilient critical national infrastructure
- Ensure efficient investment in infrastructure delivery
- Protect the public interest in energy safety
- Effective economic regulation of water services
- Empower and protect all customers
- Enhance teams, capabilities and governance standards

The CRU requires an off-the-shelf Software as a Service (SaaS) application to track and report on delivery of its Strategic Plan and annual Work Plans.

1.2 Statement of Requirements

1.1 Business Planning Software Application

The CRU prepares a Strategic Plan on a three-year cycle and develops annual Work Plans to support delivery of its priorities, objectives and outcomes. Progress is monitored quarterly through Work Plan review reports and monthly through Focus Area Reports for selected high-priority programmes, projects and organisational focus areas.

Current reporting arrangement	Purpose
Quarterly Status Review Summary	A consolidated quarterly view of annual Work Plan progress, showing outputs that are completed, on track, delayed or not yet started. It supports performance monitoring, highlights areas requiring attention and gives the Senior Leadership Team a consistent basis for reviewing delivery across Divisions.
Monthly Focus Area Reports	An executive-level view of selected high-priority programmes, projects and organisational focus areas. It covers completed and planned activity, milestones and forecast dates, risks, issues, mitigations, dependencies and escalations. It supports timely oversight, approval and escalation between quarterly reporting cycles.

The application will support the full planning cycle, from Strategic Plan priorities, objectives and outcomes through to recording annual Work Plan outputs, priorities and status updates to inform quarterly reporting and performance monitoring. It will be used by the Senior Leadership Team, managers and teams - currently estimated at approximately 100 users with edit rights.

The CRU operates in a hybrid working environment. The application must operate securely and reliably for users working remotely and from CRU offices. It must be fully hosted, supported, backed up and maintained by the successful tenderer.

1.2 Table 1: Business Planning Software Application - Mandatory Requirements

No.	Mandatory requirement
MR1	Provide an intuitive, accessible and user-friendly platform to build, maintain, monitor and report on CRU Strategic Plans and annual Work Plans.
MR2	Provide secure browser-based access over the internet and support appropriate modern endpoint and mobile access on Windows, Mac, iOS and Android.
MR3	Capture the Strategic Plan structure, including priorities, objectives, outcomes, measures of success and links to annual Work Plan outputs, milestones and KPIs.
MR4	Enable Divisions and Teams to create, update and manage Work Plan outputs to include information on owners, dates, milestones, dependencies and supports required, resource and budget estimates, priorities and Strategic Plan alignment.
MR5	Track progress at team, Division and strategic priority level, including percentage completion, RAG status, delivery status, commentary, and any other relevant indicators.
MR6	Support workflow and approval stages for Work Plan items, including draft, submitted, reviewed, approved, updated, completed and closed, with notifications, reminders and visibility of overdue actions.
MR7	Allow CRU administrators to configure reporting periods, submission deadlines, review windows and controls to freeze, archive or reopen approved reporting-period updates.
MR8	Provide configurable dashboards and downloadable reports by Strategic Plan priority, objective, Division, Team, owner, status and reporting period.
MR9	Support search, filtering, sorting, bulk upload/import and export, validation checks, error reporting, data quality controls and administrator approval before records are created or updated. Tenderers must explain how imported data is validated, errors are handled, data integrity is maintained and data cleansing is supported.
MR10	Maintain version history, audit trails and change records for Work Plan items, including previous quarterly updates and changes to scope, ownership, timelines, KPIs, status and commentary.
MR11	Allow CRU administrators to configure fields, statuses, templates, dashboards, reporting views, user permissions and organisational structures without bespoke development for routine changes.
MR12	Support outcome and output tracking, including performance indicators, evidence of delivery, impact commentary and status movement against Strategic Plan priorities and Work Plan actions.
MR13	Generate reporting packs, including standard monthly and quarterly Senior Leadership Team reporting templates and reusable export formats.
MR14	Where AI, generative AI, automated summarisation, recommendations, forecasting or similar functionality is included or may be enabled, provide transparency, human oversight, auditability, configurable controls and compliance with applicable CRU, Irish public service and EU AI Act requirements.
MR15	Provide service availability of at least 99.5%, with documented backup, restore, disaster recovery, recovery time objective, recovery point objective, resilience, planned maintenance and incident communication arrangements.

No.	Mandatory requirement
MR16	Provide a dedicated testing or sandbox environment during implementation and, where available, business-as-usual support, to validate configuration, reporting, integrations, training and changes before production deployment.
MR17	Support the document and data formats required for CRU work planning, reporting, evidence management and data exchange, including all Microsoft 365 formats and PDF.
MR18	Provide implementation support, including project management, configuration, testing, user acceptance testing, data migration, reporting setup, training, knowledge transfer, go-live planning, hypercare and transition to business-as-usual support.
MR19	Provide ongoing support and maintenance, including helpdesk arrangements, escalation procedures, service reporting, security updates, patch and release management, incident management, defect resolution, account management and periodic service reviews.
MR20	Allow authorised users to extract complete and filtered datasets, including current and historical records, in reusable formats such as Excel and CSV, and to export presentation-ready reports in PDF. Extracts must preserve field names, record relationships, reporting-period references and unique identifiers.
MR21	Allow access rights to be assigned and restricted by role, Division, Team, function or reporting requirement, including Senior Management, managers, teams and authorised administrators.
MR22	Support secure authentication through Microsoft Entra ID or equivalent (i.e. OpenID Connect - OIDC),
MR23	Provide controls to restrict printing, forwarding or downloading of documents where required.
MR24	Exit requirement: ensure the CRU retains ownership of all CRU data and support secure extraction, return and deletion. CRU will allow the supplier to delete the data 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, including all documents, metadata, permissions, audit logs, actions, decisions, reports etc. Any data retained temporarily must remain secure, inaccessible for operational use and subject to the contract's confidentiality and data-protection obligations.

1.3 Table 2: Business Planning Software Application - Desirable Requirements

The requirements below are desirable features that would provide additional value to the CRU but are not mandatory. Tenderers should indicate whether the functionality is available and describe how it would benefit the CRU. A tender will not be deemed non-compliant if a desirable requirement is not met; however, responses may be taken into account during evaluation and contract award.

No.	Desirable requirement
DR1	Integration with SharePoint and Outlook is desirable. Tenderers should describe available APIs or connectors, audit controls, scheduled import and export options, integration limitations and any third-party components.
DR2	Read-only access options are desirable for wider organisational visibility, where appropriate, without granting edit, approval or administrative rights.
DR3	An AI-powered assistant is desirable to support authorised users with work planning, reporting, search, analysis and administration. It may include summaries, draft progress updates, trend identification, risk

No.	Desirable requirement
	highlighting, suggested actions, report preparation and authorised-data Q&A. (Note: 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).

Tenderers can also identify any additional functionality not listed in Tables 1 and 2 that could support wider digitalisation of work planning and performance reporting. Any such functionality should be set out in TRD Document B - Cost Award Criteria Response. It will not be evaluated as part of the mandatory requirements.

1.2.1 Governance, Confidentiality, Security and Data Protection

Tenderers must demonstrate how the proposed solution meets the mandatory requirements in Table 1 and provide assurance under the headings below. Responses should cross-reference the relevant Mandatory Requirement numbers and state whether each capability is standard, configurable, dependent on third-party services, subject to additional cost or unavailable.

- **Supplier governance and assurance:** Internal governance, security management, staff confidentiality, privacy safeguards, security awareness, relevant policies, certifications, independent assurance, penetration testing, vulnerability management and remediation.
- **Hosting, architecture and resilience:** Hosting model, architecture, data residency, service availability, backup and restore, disaster recovery, business continuity, planned maintenance, release management and planned or unplanned downtime.
- **Identity, access and administration:** Microsoft Entra ID or equivalent integration, multi-factor authentication, role-based access control, least privilege, privileged access management, user provisioning and de-provisioning, session controls, administrator controls and periodic access reviews.
- **Data security and device risk:** Controls to protect CRU data that is accessed from, cached on or temporarily stored on endpoint devices, including technical controls, user policies and incident response measures.
- **Logging, monitoring and auditability:** Logging, monitoring, alerting and reporting for user activity, administrator activity, authentication, security events, audit trails and export of relevant logs in a common reusable format.
- **Incident management and breach notification:** Incident response process, escalation routes, notification timelines, GDPR personal data breach approach, cooperation with the CRU and its Data Protection Officer, evidence preservation, post-incident reporting and corrective action.
- **Encryption, data residency and international transfers:** Locations for live data, backup data, audit logs and support data; whether data remains within the EU/EEA; any international transfers and safeguards; encryption at rest and in transit; key management; and secure transfer arrangements.
- **Sub-processors, subcontractors and third-party access:** Any sub-processors, subcontractors, hosting providers, support providers or other third parties that may access

CRU data or systems, and how they are assessed, approved, bound by contract, monitored, removed and notified to the CRU.

- **Data protection, retention, exit and AI governance:** GDPR compliance, data protection by design and default, data minimisation, configurable retention, data subject rights, DPIA support, processor obligations, data export, data return, secure deletion and evidence of deletion. Where AI or similar functionality is included or may be enabled, tenderers must explain governance controls, transparency, human oversight, logging, restrictions on use of CRU data and compliance with applicable Irish public service guidance and the EU AI Act.

For data protection and exit assurance, tenderers should provide concise responses under the headings above rather than restating Table 1. Where relevant, responses should include data storage locations, any processing outside the EU/EEA, export and return procedures, indicative timelines, deletion certification, treatment of backups and audit logs, retention of IP address logs and any third-party access to user activity logs.

1.2.2 Installation, Migration and Training

The successful tenderer must configure and install the system, complete testing, deliver training and provide support and maintenance. Installation includes process configuration and setup of data retention policies and procedures.

The rollout must be planned and controlled. Required resources, including people, materials, finance and services, must be identified and agreed before project commencement, with responsibilities clearly assigned.

Tenderers must provide a sample high-level project plan covering major tasks, deliverables, dependencies and milestones. The plan should include discovery, configuration, data migration, validation, testing, user acceptance testing, accessibility checks, security assurance, training, deployment, go-live, hypercare and transition to business-as-usual support.

Training may be delivered onsite, remotely or through a hybrid model, as agreed with the CRU. Tenderers should provide role-based training for administrators, superusers, Senior Management users, managers, team contributors and read-only users.

Training materials must be accessible and reusable by the CRU for onboarding and refresher training. Materials may include user guides, quick-reference materials, recordings, videos or other suitable resources.

1.3 Deliverables and Contract Management

The successful tenderer must provide, implement, host, support and maintain a secure Business Planning Software Application. This includes configuration, data migration, training, reporting, service management, security assurance, data protection support, business continuity, exit support and ongoing account management.

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

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

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

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

2.1 Economic and Financial Standing Selection Criteria

(a) **Good Financial Standing:**

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

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

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

(b) **Turnover:**

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

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

2.2 Technical and Professional Ability Selection Criteria

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

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

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

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

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

Tender Response Format

Tenderers should note that it is a **mandatory requirement** of this Competition for Tenderers to complete the Tender Response Document ("TRD") provided as a separate attachment to this ITT.

The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

The TRD comprises of;

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

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

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

Appendix 2: Grading Criteria

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

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

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

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

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

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

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

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

Cost Score =	(L) Lowest Cost Tender / (N) Tendered Cost under evaluation	x	(T) Maximum Number of Marks Available (300marks)

The "Total Cost of Tender" submitted in response to Appendix 2 is the price of Tenderers for this purpose.

4. The following scoring methodology will be applied in respect of the sub-criteria for [award criteria 1, 2, 3]. The score awarded within a range will depend on the extent to which the relevant description under the "Meaning" column below is satisfied.

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

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

Appendix 3: Procurement Conditions

1. Tenderers must participate in this Procurement subject to, and in accordance with, the requirements of this document and in accordance with any other requirements communicated from time to time to Tenderers by the CRU.

2. A tenderer which fails to fully comply with these conditions or any other requirements communicated from time to time to the Tenderer by the CRU to the satisfaction of the CRU may, subject to paragraph 7 of these Procurement Conditions, be treated as failing to comply with mandatory conditions of this Procurement and may, at the absolute discretion of the CRU and subject to paragraph 7 of these Tender Conditions, be rejected and eliminated from this Procurement.

3. The CRU has final determination on whether a Tender is compliant or non-compliant.

4. Late tenders will not be considered and will be rejected.

5. All Tenders (including unaccepted tenders) must remain open and valid for three (3) months from the deadline for receipt of tenders.

6. If a Tenderer's tender fails to comply in any respect with any of the requirements set out in this document (whether or not stated to be mandatory or similar) or the CRU considers the Tender be ambiguous or require clarification or amplification in any respect, the CRU is entitled (but is not obliged), subject to applicable law, to take such action as it considers appropriate including:

   6.1 to reject the relevant Tenderers' Tender which is non-compliant with any requirement of the document (whether or not stated to be mandatory or similar) and eliminate the Tenderer; or

   6.2 without prejudice to the CRU' right (where there is non-compliance) to reject the Tenderer's Tender in a given case as non-compliant:

      a) to meet with, raise issues and/or seek clarification, amplification or supplementary information from the tenderer in respect of the Tender and/or the non-compliance;

      b) to request the tenderer to provide the CRU with information on items or items or documents which have not been provided or have been provided in an incorrect form or on an incorrect basis or are incomplete or erroneous; and/or

      c) to waive a requirement which, in the opinion of the CRU, is appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such tender in accordance with this document,

   provided that no material amendments may be made to a tender in a given case where this would give rise to a breach of applicable law.

7. Any appointment as successful Tenderer is provisional and may be withdrawn. The successful Tenderer must, as a condition of award, enter into an agreement with the CRU on the terms and conditions set out in Appendix 4. If it does not do so within a period satisfactory to the CRU, the provisional appointment as successful Tenderer may be withdrawn, and the next highest ranked Tenderer may be provisionally appointed as the successful Tenderer.

8. Tenderers must not canvass directly or indirectly any member of the CRU, any officer or employee of the CRU, its advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the Procurement.

9. Collusion, or any attempt by interested parties/tenderers to influence, in any way, the procurement process, will result in the disqualification of that/those interested parties/tenderer(s). Examples of such improper influence are collusion, price fixing, information sharing, bid rotation or market division.

10. The CRU may disqualify a Tenderer if the Tenderer is economically, legally, commercially, financially or otherwise related to one or more other Tenderers in a way that would impede in any way the incentive that the Tenderer should have to compete to be the successful Tenderer.

11. No publicity whatever regarding this Procurement is permitted unless and until the CRU has consented in writing, at its absolute discretion, to the relevant communication. The CRU may issue such communications and generate such publicity in relation to this Procurement as it considers appropriate and without notice to Tenderers. The CRU, in particular, has the right to publicise or otherwise disclose to any person information regarding this Procurement, the identity of the Tenderers or the award of the contract (including, without limitation, details of the contract price) at any time.

12. Tenderers must immediately notify the CRU should they become aware of any ambiguity, discrepancy, error or omission in this document or if they do not properly understand any terms or criteria set out in this document or how they will be applied.

13. Tenderers must submit a fully compliant Tender which is not qualified in any way.

14. The CRU is not responsible for and will not pay for any expense or cost incurred or loss suffered by a Tenderer in the preparation or submission of its tender or otherwise in connection with participation in this Procurement.

15. Tenderers are responsible for obtaining their own financial, taxation, legal, technical, investment and other appropriate advice, and undertaking their own due diligence, in relation to this Procurement, this document, the opportunity and all information provided or made available to them, at their own cost and expense.

16. The publication of this document or any information made available in connection with this Procurement does not constitute, and is not to be taken as constituting, the provision by the CRU, its officers, employees, advisers, consultants and/or agents or otherwise of financial, legal, technical, investment or other advice. No representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the CRU is made or given to any Tenderer and no responsibility or liability is accepted by the CRU for the accuracy or completeness of this document or omissions from it or any negligent misstatements.

17. Any and all liability, damages and/or loss of any nature whatever and however arising (including liability, damages and/or loss in any way connected with or resulting or arising from the Procurement which arises out of this document (even where caused due to deficiencies in the Procurement and process) is hereby expressly disclaimed and excluded by the CRU. This section operates to the fullest extent permitted by applicable law.

18. Any material information or change in events which relates to a Tenderer and/or its Tender that comes to light subsequent to the submission of its Tender must be promptly brought to the attention of the CRU by the relevant Tenderer by e-mail to the email address set out at the front of this document. If it comes to the CRU' attention that:

    18.1 there has been a change in events or circumstances concerning a Tenderer that could affect the CRU' assessment of that Tenderer's Tender; or

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

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

19.1 reject any and all Tenders;

19.2 not to select any Tenderer;

19.3 not to award any contract under this Procurement process;

19.4 not to implement any arrangement contemplated by this document;

19.5 not to provide a Tenderer with any additional information;

19.6 to update this or other document at any time;

19.7 to amend the scope of the opportunity or any requirements of this or other document and/or the criteria and/or to re-run earlier parts of the Procurement accordingly;

19.8 not to proceed with the Procurement;

19.9 to withdraw from discussions;

19.10 to suspend the process or discussions;

19.11 to terminate, at its absolute discretion, this Procurement process at any time and without reason; and/or

19.12 to procure and award the subject matter of this document in whole or in part by other means.

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

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

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

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

24. Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed. Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The CRU will, where possible, consult with Tenderers about

confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

25. Prior to the award of any Services Contract arising out of this Procurement, the tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the CRU. By supplying these numbers the tenderer acknowledges and agrees that the CRU has the permission of the Tenderer to verify its tax cleared position online. A tenderer may be rejected if it does not have tax clearance from the Irish Revenue Commissioners or cannot procure such with such period determined by the CRU (at its discretion).

26. Any conflict of interest or potential or perceived conflict of interest on the part of a Tenderer, member, subcontractor or individual employee(s) or agent(s) of a Tenderer or member or subcontractor(s) must be fully disclosed to the CRU as soon as the conflict or potential or perceived conflict is or becomes apparent. In the event of any actual or potential or perceived conflict of interest (including prior involvement or advice to the CRU in connection with the preparation of this ITT or for this Procurement or participation in more than one Tender), the CRU will invite Tenderers to propose means by which the conflict of interest will be removed or properly addressed to the satisfaction of the CRU. The CRU will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Procurement or terminating any Services Contract entered into by a Tenderer or permitting a Tenderer to continue in the Procurement but subject to such conditions (for example, a requirement to cease using a particular subcontractor or member of a Tenderer or a restriction on participating in more than one Tender) and/or the implementation of such measures and protections (for example, Chinese walls and other protections) as the CRU may require at their discretion.

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million
Cyber Insurance	€1 million

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

Appendix 4: Contract Terms and Conditions

Commission for Regulation of Utilities – SaaS Services

Cover Sheet

Recitals

A. By Request for Tender entitled "Request for Tenders dated [insert date] for the Provision of [insert the name of the tender] advertised on eTenders Notice Number [insert date] of 202[X] ("**the RFT**") the CRU invited tenders from economic operators for the provision of the services described in Appendix 1 to the RFT. References to the RFT shall include any clarifications issued by the CRU via the messaging facility on www.etenders.gov.ie between [XXX] and [XXX] (the "**RFT Clarifications**"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Supplier submitted a response to the RFT dated [insert date] ("**the Submission**"). References to the Submission shall include any clarifications issued by the Supplier in writing to the CRU between [XXX] and [XXX] (the "**Submission Clarifications**"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement but excluding any conditions, caveats, assumptions or anything else which makes the tender equivocal in any way or any obligations placed on CRU (or any other persons other than the Supplier and its personnel).

C. The Supplier is willing to provide the Services to the CRU subject to the terms and conditions set forth in this Agreement, commencing from the Effective Date.

D. The Supplier has provided to the CRU, either via the Submission or otherwise, its proposed contract for the provision of the services referred to above at Recital C, which are included in this Agreement at Schedule 2. The CRU has agreed to allow the Supplier Terms to apply to the provision of the services subject to, and in accordance with, the terms of the CRU Terms.

Contract Details

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

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

Refer to Attachment: 011-03-642 Appendix 4 CRU Contract