Ag Rialáil Gairmithe Sláinte agus Cúraim Shóisialaigh
Regulating Health + Social Care Professionals



Request for Tenders
for the
Provision of a
Registrant Management System

Tender Procedure: Open Procedure

Date of dispatch of contract notice to OJEU: **06/11/2026**

Tender Deadline: 07/12/2026 at 12:00 noon (Dublin time)

Queries: to be submitted via **www.etenders.gov.ie only**

Contents

1. INTRODUCTION 3
2. OVERVIEW OF REQUIREMENTS 5
3. OVERVIEW OF TENDER PROCESS 7
4. INSTRUCTIONS TO TENDERERS 9
5. TENDER SUBMISSION REQUIREMENTS 10
6. INFORMATION AND COMMUNICATION 11
7. TENDER EVALUATION 13
8. DEFINITIONS 23

APPENDIX 1 – IMPORTANT NOTICE 25
APPENDIX 2 - DECLARATION AS TO PERSONAL CIRCUMSTANCES 27

1 Introduction

1.1 Terms defined throughout the RFT Documents shall have the meaning assigned to them in Section 8 (Definitions) below.

1.2 The Contracting Authority is Ireland's multi-profession regulator of health and social care professionals, established under the Health and Social Care Professions Act 2005. Its statutory role is to protect the public by promoting high standards of professional conduct, education, training and competence through the statutory registration of health and social care professionals.

1.3 The Contracting Authority is conducting this Competition to choose an economic operator (or Consortium) to which it will award a contract for the provision, implementation, hosting, support and maintenance of its next generation Registrant Management System. The Competition is being conducted using the open procedure in accordance with the Procurement Regulations.

1.4 Term

The proposed contract shall be for an initial term of three (3) years from the Commencement Date, with an option, for the Contracting Authority to extend it by one (1) or two (2) further periods of twelve (12) months each, giving a maximum total term of five (5). Any extension shall be on the same terms and conditions and at the rates tendered.

1.5 Estimated Value

The Contracting Authority estimates that its expenditure on the contract over the maximum five (5) year term may amount to some €5,000,000 (excl. VAT), comprising of implementation and once-off costs, recurring licence, hosting, support and maintenance costs, optional integrations and enhancements, change and professional services and exit/transition costs. Tenderers must understand that this figure is an estimate only, based on current and future expected usage, and does not represent any commitment by the Contracting Authority to spend that amount.

1.6 RFT Documents

The following RFT Documents have been published on www.etenders.gov.ie in respect of this Competition:

- This RFT;
- European Single Procurement Document ("**eESPD**");
- Tender Response Document – Selection Criteria ("**TRD-SC**");
- Tender Response Document – Qualitative Proposals ("**TRD-QP**");
- Tender Response Document – Pricing Schedule ("**TRD-PS**") (in Microsoft Excel format);
- Tender Response Document - Requirements Compliance Matrix ("**TRD-RCM**") (in Microsoft Excel format);
- Draft Agreement; and
- Business Line Requirements (provided for information only).

In the event of any discrepancy or conflict between the RFT Documents identified above, such discrepancy shall be resolved by the Contracting Authority at its discretion.

Tenderers shall not take advantage of any apparent errors or omissions in the RFT Documents. In the event that a Tenderer discovers an apparent error or omission, the Tenderer shall immediately notify the Contracting Authority.

The RFT Documents supersede and replace any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, including any documentation issued in the course of any prior market consultation, and Tenderers should place no reliance on such previous documentation and correspondence.

1.7 Division into Lots

This Competition is **not** divided into Lots. The Contracting Authority has considered whether it is appropriate to divide its requirement into Lots and has decided that it is not. The Services comprise a single, tightly integrated system supporting one continuous registrant lifecycle. Division into Lots would require the Contracting Authority to integrate separately procured components; it would fragment accountability for system availability, data integrity and information security and would materially increase delivery risk and whole-of-life cost. The reasons for not dividing the requirements into Lots are recorded in accordance with Regulation 46(1) of the Procurement Regulations.

2 Overview of Requirements

2.1 The Contracting Authority's full requirements are set out in the draft Agreement (including the Specification therein) which is made available as part of the RFT Documents.

2.2 In summary, the Services required under the Agreement comprise the supply, configuration, integration, data migration, implementation, hosting, support and ongoing maintenance of a cloud-based 'Registrant Management System' to support the complete registrant lifecycle operated by the Contracting Authority, namely:

- **Recognition:** the assessment and recognition of professional qualifications obtained outside the State;
- **Registration:** first-time registration, maintenance of the statutory registers, annual renewals, restoration, and voluntary and involuntary removal; and
- **Continuing Professional Development (CPD):** the selection of registrants for audit and the administration of CPD audit;

together with:

- the provision of a public-facing and self-service portal;
- the statutory public registers;
- document management;
- communications management;
- fee management and payment processing;
- case and workflow management; and
- reporting and business intelligence capability.

The Contracting Authority shall be under no obligation to procure any minimum volume or value of Services under the Agreement, save as expressly provided in the Agreement.

2.3 **IMPORTANT - MANDATORY REQUIREMENTS**: Tenderers must be able to confirm in their Tenders that, if successful in this Competition, their proposed Solution will **at the Commencement Date** satisfy in full the requirements designated as being 'Mandatory' in the Tender Response Document - Requirements Compliance Matrix ("**Mandatory Requirements**"), **subject only to Configuration** (as defined) **and not further Software Development** (as defined). The Mandatory Requirements will form part of the Specification. **Failure to provide confirmation will result in the Tenderer being eliminated from the Competition**. A row left blank in the Tender Response Document - Requirements Compliance Matrix will be taken as indicating that the Mandatory Requirement will not be met at the Commencement Date. The Contracting Authority reserves the right to verify the accuracy and validity of any information provided by the successful Tenderer as part of their Tender, which may include requiring a demonstration that their completed Tender Response Document - Requirements Compliance Matrix is accurate prior to the formal award of the contract in accordance with Section 7.3.5.

2.4 **IMPORTANT- DESIRABLE REQUIREMENTS**: Tenderers will also have the opportunity to confirm in their Tenders that, if successful in this Competition, their proposed Solution will **at the Commencement Date** satisfy in full those requirements designated as being 'Desirable' in the Tender Response Document - Requirements Compliance Matrix ("**Desirable Requirements**") that they have committed in their Tender to delivering by the Commencement Date, **subject only to Configuration (as defined) and not further Software Development** (as defined). Where the successful Tenderer commits to satisfying the Desirable Requirements at the Commencement Date, such requirements will form part of the Specification in the Agreement. **Failure to commit to satisfying Desirable Requirements at the Commencement Date will not result in the Tenderer being eliminated from the Competition, however any commitment to meeting Desirable Requirements at the Commencement Date will be rewarded with additional marks under Award Criterion Q2 (Solution Fit and Functional Capability)**. A row left blank in the Tender Response Document - Requirements Compliance Matrix will be taken as indicating that the Desirable Requirement will not be met at the Commencement Date. The Contracting Authority reserves the right to verify the accuracy and validity of any information provided by the successful Tenderer as part of their Tender, which may include requiring a demonstration that

their completed Tender Response Document - Requirements Compliance Matrix is accurate prior to the formal award of the contract in accordance with Section 7.3.5.

2.5 All costs associated with satisfying (i) every Mandatory Requirement by the Commencement Date and (ii) every Desirable Requirement which the Tenderer commits to satisfying by the Commencement Date, will be deemed to be included in the prices tendered and will not be separately recoverable.

2.6 The completed Tender Response Document - Requirements Compliance Matrix submitted by the successful Tenderer will be included in the Agreement and the successful Tenderer will be required to deliver the Services in accordance therewith.

2.7 Additional Services

While the Specifications are the primary focus of the Agreement, the Contracting Authority reserves the right to procure additional services under the Agreement when it deems these services to be broadly similar and aligned with the original subject matter of the Agreement. In exercising this option, the Contracting Authority will rely on the rate card submitted by the Tenderer as part of their Tender.

3 Overview of Tender Process

3.1 Tenderers are requested to submit Tenders for the contract in accordance with the terms of the RFT Documents and by the Tender Deadline.

3.2 Subject as provided herein, the Contracting Authority shall evaluate all compliant Tenders who satisfy or appear (subject to verification) to satisfy the Selection Criteria against the Award Criteria and make a decision to award the contract to the Tenderer who submits the most economically advantageous Tender – i.e. the compliant Tenderer who passes all minimum scoring requirements and achieves the highest marks against the Award Criteria.

3.3 The Contracting Authority reserves the right to carry out a process of verification of information contained in Tenders, including where there is any doubt as to the accuracy of such information, and may seek the co-operation of Tenderers in this regard.

3.4 Following any required standstill period and provided there is no legal obstacle to doing so, the successful Tenderer may be invited to enter into the Agreement with the Contracting Authority. Tenderers should therefore take account of the provisions of the Agreement when preparing their Tenders. Tenderers may not propose amendments to the Agreement in their Tender responses and the Agreement will not be subject to negotiation. A Tender submitted subject to any qualification, reservation or counter-proposal in respect of the Agreement is liable to be rejected as non-compliant. Any Agreement awarded will incorporate the successful Tenderer's Tender and any clarifications obtained in relation to it.

3.5 Any notification of preferred Tenderer status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Agreement being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

3.6 The Contracting Authority does not bind itself to accept any Tender. This RFT does not constitute an offer or commitment to enter into the Agreement. No enforceable commitment of any kind will exist unless and until a formal written Agreement has been executed by and on behalf of the Contracting Authority.

3.7 It is the policy of the Contracting Authority to encourage participation on a fair and equal basis by small and medium enterprises (**SMEs**) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged to explore the possibility of forming a group or consortium to tender for the Agreement. Larger enterprises are likewise encouraged to consider practical ways in which SMEs may be included in their proposals.

3.8 Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to. No change in the composition of the group of undertakings, the single nominated entity or the allocation of roles and responsibilities set out in the Tender is permitted after the Tender Deadline without the prior written consent of the Contracting Authority.

3.9 Tenderers must identify in their Tenders all Subcontractors proposed to be used in the delivery of the Services, the element of the Services each such Subcontractor will deliver, and the proportion of the Agreement (by value €) which it is proposed to subcontract. Where any Subcontractor will process Personal Data or will host or have access to the Contracting Authority's data, that Subcontractor must be identified together with the location(s) in which the Personal Data will be processed or stored.

3.10 The indicative timetable applies to this Competition. The Contracting Authority reserves the right to amend this timetable at any time.

Stage	Indicative date
Date of dispatch of contract notice to OJEU	06/11/2026
Latest time and date for Tenderers to submit tranche 1 clarification requests (Tranche 1 Clarifications Deadline)	13/11/2026 at 12:00 noon (Dublin time)
CORU response to Tranche 1 Clarifications	16/11/2026 at 12:00 noon (Dublin time)
Latest time and date for Tenderers to submit tranche 2 clarification requests (Tranche 2 Clarifications Deadline)	17/11/2026 at 12:00 noon (Dublin time)
CORU response to Tranche 2 Clarifications	20/11/2026 at 12:00 noon (Dublin time)
Latest time and date for the receipt of Tenders from Tenderers (Tender Deadline)	**07/12/2026 at 12:00 noon (Dublin time)**
Notification of award decision, verification and award of Agreement	Q1 2027

N.B. This timetable is indicative only and the Contracting Authority reserves the right to change it as necessary. The Contracting Authority may, at its sole discretion, extend the Tender Deadline (or any other deadline identified above). Any extension granted will be notified promptly to all Tenderers via the eTenders Website.

4 Instructions to Tenderers

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

4.2 Irish law is applicable to the RFT Documents. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the RFT Documents.

4.3 Each Tenderer's acceptance of the RFT Documents and participation in this Competition constitutes its agreement to, and acceptance of, the terms set forth in the RFT Documents.

4.4 All correspondence in relation to this Competition shall be conducted in the English language.

4.5 The monetary currency for the Services is the euro.

4.6 Tenderers' attention is drawn to the Important Notice contained in Appendix 1 (Important Notice) to this RFT.

4.7 COMPLIANT TENDERS

If a Tenderer fails to comply in any respect with the requirements of this Section 4.7 the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

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

Tenderers are required to complete and submit with their Tender:

(a) the electronic version of the European Single Procurement Document (eESPD);
(b) the Tender Response Document – Selection Criteria (TRD-SC);
(c) the Tender Response Document – Requirements Compliance Matrix (TRD-RCM);
(d) the Tender Response Document – Qualitative Proposals (TRD-QP), including the Tenderers' Statement;
(e) the Tender Response Document – Pricing Schedule (TRD-PS), in the Microsoft Excel format published; and
(f) all other documentation requested in this RFT to be provided with the Tender.

Tenderers are required to follow the format of this RFT and of the Tender Response Documents and to respond to each element in the order set out. Tenderers must conform to and comply with all instructions and requirements set out in this RFT and the Tender Response Documents and not to alter or edit this RFT or the Tender Response Documents in any way.

4.8 Only information submitted in the response fields provided in the Tender Response Documents will be evaluated. Appendices, hyperlinks, embedded files, web pages, marketing brochures and attachments included in or referenced in a Tender Response Document will not be evaluated, save where this RFT expressly requires a separate document to be submitted. Page counts must be adhered to; pages or parts of pages in excess of any specified page count will not be evaluated.

5 Tender Submission Requirements

5.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie.

Only Tenders submitted to the electronic tenderbox 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 in their Tender before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their Tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

5.2 Tenders must be received not later than the Tender Deadline referred to in Section 3.10 above (or such later date as the Contracting Authority may specify). Tenders that are received late **WILL NOT** be considered in this Competition.

5.3 Tenders must be submitted in English.

5.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using a PDF reader for the Tender Response Document and Microsoft Excel for the Pricing Schedule. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt and are not password-protected or otherwise access-restricted.

5.5 Tenders (and pricing therein) must remain valid for a period of at least 120 days from date of tender submission (or longer if agreed).

6 Information and Communication

6.1 QUERIES AND CLARIFICATIONS

6.1.1 All communications and queries relating to any aspect of this Competition or of this RFT must be conducted exclusively through the messaging facility on www.etenders.gov.ie. Queries will be allowed in two tranches with two distinct deadlines as set out in Section 3.10 above unless the Contracting Authority specifies otherwise. For the avoidance of doubt, Tenderers may not contact the Contracting Authority or any member of any Registration Board, Committee or Council, in relation to any aspect of this Competition. Any such contact may result in the disqualification of the Tenderer.in relation to any aspect of this Competition other than through that messaging facility.

6.1.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

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

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

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

6.2 CONFIDENTIALITY

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

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including Subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

6.2.2 The successful Tenderer will be bound by the Confidentiality provision contained within the Agreement made available as part of the RFT Documents.

6.3 PUBLICITY

6.3.1 No publicity regarding this Competition, or any Agreement pursuant to this Competition, is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication. The successful Tenderer may not use the name, logo or marks of the Contracting Authority, or refer to the Contracting Authority as a customer or reference site, without the prior written consent of the Contracting Authority.

6.4 FREEDOM OF INFORMATION

6.4.1 Tenderers should be aware that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, and that information provided by them during this Competition may be liable to be disclosed.

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

7 Tender Evaluation

7.1 COMPLIANT TENDERS

7.1.1 Only those Tenderers who have:

(a) submitted compliant Tenders pursuant Section 4 above, and

(b) declared by way of eESPD that either:

(i) no mandatory or discretionary grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Procurement Regulations apply to them, or

(ii) in circumstances where any mandatory or discretionary exclusion ground applies to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Procurement Regulations), it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground; and

(c) declared by way of eESPD that they satisfy the Selection Criteria set out at Section 7.2 below,

will be evaluated in accordance with the Award Criteria at Section 7.3 below.

7.1.2 Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, subcontractors or related companies) for the purposes of fulfilling any of the Selection Criteria at section 7.2 below (a "**Supporting Entity**") it must ensure that each such entity:

(a) completes and submits a separate eESPD with the Tender; and

(b) provides a letter of support with the Tender confirming that it will make its relevant resources available to the Tenderer if it is successful in being awarded the Agreement and that it will enter into a contractual commitment to that effect (e.g. parent company guarantee) for the benefit of the Contracting Authority.

Also, where a Tenderer intends to subcontract any share of the Agreement to a subcontractor but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria at Section 7.2 below, it must ensure that each such subcontractor submits a separate eESPD completing those sections of the eESPD which are specified in section 2.D thereof.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds listed in Regulation 57 of the Procurement Regulations ("**Exclusion Grounds**") and the fulfilment of the Selection Criteria.

7.1.3 However, notwithstanding anything to the contrary in this Section 7.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer or Subcontractor or Supporting Entity:

(a) a sworn Declaration as to Personal Circumstances in the form set out in Appendix 2;
(b) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground (if applicable);
(c) all or any of the supporting documents specified in Section 7.2 below;
(d) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on, for the purposes of Regulation (EU) No 833/2014 (as amended); and
(e) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended).

7.1.4 If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(a) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT; and
(b) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground; and
(c) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576),

then it shall be excluded from further participation in this Competition.

7.2 SELECTION CRITERIA

7.2.1 Tenderers will either pass OR fail each of the Selection Criteria in this Section 7.2. Failure to pass any requirement will result in the Tender being eliminated from the Competition.

7.2.2 Economic and Financial Standing

Tenderers must declare in the eESPD that they satisfy the financial and economic standing requirements set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case. Failure to demonstrate compliance with the requirements in this paragraph will result in the Tender being eliminated from this Competition.

(a) Minimum Annual Turnover

Tenderers must have a minimum annual turnover (excl. VAT) of €1 million in each of the two (2) most recent financial years for which accounts have been finalised.

The successful Tenderer will within seven (7) days of request and as a condition of award of the Agreement, be required to provide the Contracting Authority with a copy of their audited accounts (or other evidence acceptable to the Contracting Authority) for the two most recent financial years to prove the above turnover requirement has been met. Audited accounts/other evidence need not be provided with the Tender itself.

Audited accounts or other evidence acceptable to the Contracting Authority must be provided by an auditor or accountant who is a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised equivalent in the jurisdiction in which the Tenderer files its accounts.

(b) Solvency

Tenderers must be able to pay their debts (as identified on the current statement of assets and liabilities as being the debts) as they fall due.

The successful Tenderer will within seven (7) days of request and as a condition of award of the Agreement, be required to provide the Contracting Authority with a letter from their auditors or bank confirming that they are able to pay their debts (as identified on the current statement of assets and liabilities as being the debts) as they fall due or provide a copy of their audited accounts for the most recent financial year. Such a letter need not be provided with the Tender itself.

(c) Insurance

Tenderers must hold from the Commencement Date the insurances specified in the Agreement.

The successful Tenderer will within seven (7) days of request and as a condition of award of the Agreement, be required to provide the Contracting Authority with evidence that the

specified insurance will be in place from the Commencement Date. Such evidence need not be provided with the Tender itself.

Any failure to provide the above evidence of economic and financial standing or any failure of a Supporting Entity (which is relied upon to meet the economic and financial standing requirements above) to provide a letter of support (as required by Section 7.1.2 above) in respect of its financial resources will result in the Tenderer being eliminated from the Competition and the remainder of its Tender will not be assessed.

7.2.3 TECHNICAL AND PROFESSIONAL ABILITY

Tenderers must declare in the eESPD that they satisfy the technical and professional requirements set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority (unless it is to be provided with the Tender itself). **Failure to demonstrate compliance with the requirements in this paragraph will result in the Tender being eliminated from this Competition.**

(a) Previous Experience

Using the template provided for in Tender Response Document – Selection Criteria (TRD-SC) made available as part of the RFT Documents, Tenderers must provide details of **two (2)** reference contracts, performed in whole or in part within the three (3) years prior to the Tender Deadline, each of which demonstrates the successful delivery of a contract for the supply, configuration, implementation and ongoing support of a cloud-hosted solution for registration, licensing, membership, case management or equivalent customer relationship management that:

- supported a registrant, member, licensee or customer population of not fewer than 30,000 records and more than one public register;
- included a public-facing or customer-facing self-service portal supporting online application, self-service account maintenance and online payment;
- included the migration of data from at least one legacy system; and
- included the provision of ongoing support and maintenance for a period of not less than twelve (12) months following go-live.

For the avoidance of doubt, the reference contracts may be from the public sector, the private sector or a combination of both. Tenderers must ensure they provide sufficient information regarding these example contracts in order to demonstrate their technical and professional ability to perform the Agreement that it is the subject of this Competition.

This requirement will be assessed on a pass/fail basis.

In respect of the reference contracts cited in response to the above requirement, Tenderers must, when requested by the Contracting Authority (at any stage during this Competition), provide a satisfactory referee from the customer organisations, confirming that the information provided by the Tenderer is true and accurate. The Tenderer should inform their referees that the contract has been used as a reference project for the purposes of the Competition and that the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer.

(b) Quality Management

Tenderers must hold valid certification to ISO 9001:2015 standard (or an equivalent certified standard) OR must operate a robust documented quality management system covering the delivery of software implementation and support services.

Prior to the award of any Agreement, the Contracting Authority will require evidence that the above requirements are satisfied by the successful tenderer.

- Where ISO 9001:2015 or an equivalent certified standard is relied on, a copy of the relevant valid certification must be provided to the Contracting Authority on request; it is not required to be provided with the Tender itself; or

- Where a robust documented quality management system is operated, a detailed description of that system that will allow the Contracting Authority to determine its robustness must be provided to the Contracting Authority on request; it is not required to be provided with the Tender itself.

This requirement will be assessed on a pass/fail basis.

(c) Information Security Management

Tenderers (and, where the solution is hosted by a third party, the hosting provider) must hold valid certification to ISO/IEC 27001:2022 standard (or an equivalent standard), covering the services and hosting arrangements proposed OR must operate a robust documented information security management system that has been independently audited within the twenty-four (24) months prior to the Tender Deadline.

- Where ISO/IEC 27001:2022 or an equivalent certified standard is relied on, a copy of the relevant valid certification must be provided to the Contracting Authority on request; it is not required to be provided with the Tender itself; or

- Where a robust documented information security management system is operated) a detailed description of that system that will allow the Contracting Authority to determine its robustness must be provided to the Contracting Authority on request; it is not required to be provided with the Tender itself.

This requirement will be assessed on a pass/fail basis.

Any failure to provide the above evidence of technical or professional ability or any failure of a Supporting Entity (which is relied upon to meet the technical or professional ability requirements above) to provide a letter of support (as required by Section 7.1.2 above) in respect of its technical or professional resources will result in the Tenderer being eliminated from the Competition and the remainder of its Tender will not be assessed.

7.3 AWARD CRITERIA

Subject to compliance with the requirements of this RFT, the Agreement will be awarded to the Tenderer submitting the most economically advantageous tender, assessed on the basis of the best price-quality ratio as determined in accordance with the Award Criteria set out below.

Ref.	Award Criterion		Max Marks Available	Minimum Requirement
Q1	Quality of Approach to Implementation and Mobilisation		150	75
Q2	Solution Fit and Functional Capability	Mandatory Requirements	---	All Mandatory Requirements must be met
		Desirable Requirements	150	---
Q3	Quality of Experience of Proposed Service Delivery Team		150	75
Q4	Quality of Approach and Methodology to Service Delivery		150	75
Q5	Quality of Approach to Contract Management		100	50
C1.1	Committed Contract Price (Contract Years 1 to 3)		150	---
C1.2	Extension Price (Contract Years 4 and 5)		120	---
C1.3	Rate Card		30	
Total			**1,000**	

7.3.1 Qualitative Scoring Methodology

A. Qualitative Criteria Q1, Q3, Q4 and Q5

Each qualitative sub-criterion Q1, Q3, Q4 and Q5 shall be marked initially out of 10 using the applicable scoring matrices set out in the TRD-QP.

Each evaluator will mark each sub-criterion independently on the whole numbers 0 to 10 only.

Half marks and fractions are not used.

The mark awarded will be the mark whose meaning in the applicable TRD-QP scoring matrix best describes the response to the relevant sub-criterion as a whole.

Final scores will be settled at a consensus meeting. The consensus mark will be the mark the Evaluation Team agrees (not an average of the individual evaluators' marks).

The mark out of 10 for each sub-criterion will be converted to a weighted score in accordance with the table below.

Only the submitted response to a sub-criterion will be marked. Any knowledge of a Tenderer gained otherwise than from the Tender will not be taken into account.

Confirming compliance with a Mandatory Requirement earns no marks under Q1, Q3, Q4 or Q5.

Confirming compliance with a Desirable Mandatory Requirement will earn no marks under Q2.

The following matrix sets out the operating principle associated with this scoring methodology:

Award Criteria	Max Marks	Scoring Bands										
		10	9	8	7	6	5	4	3	2	1	0
Q1	150	150	135	120	105	90	75	60	45	30	15	0
Q3	150	150	135	120	105	90	75	60	45	30	15	0
Q4	150	150	135	120	105	90	75	60	45	30	15	0
Q5	100	100	90	80	70	60	50	40	30	20	10	0

Worked Example

For the purposes of illustration, the following matrix provides Tenderers with a worked example of the application of the qualitative scoring methodology for Q1, Q3, Q4 and Q5 (Tenderer scores highlighted in green).

Award Criteria	*Max Marks*	*Scoring Bands*										
		10	*9*	*8*	*7*	*6*	*5*	*4*	*3*	*2*	*1*	*0*
Q1	*150*	*150*	*135*	*120*	*105*	*90*	*75*	*60*	*45*	*30*	*15*	*0*
Q3	*150*	*150*	*135*	*120*	*105*	*90*	*75*	*60*	*45*	*30*	*15*	*0*
Q4	*150*	*150*	*135*	*120*	*105*	*90*	*75*	*60*	*45*	*30*	*15*	*0*
Q5	*100*	*100*	*90*	*80*	*70*	*60*	*50*	*40*	*30*	*30*	*10*	*0*

*In this instance, Tenderer A's total qualitative score for Q1, Q3, Q4 and Q5 is **450.***

B. Qualitative Criteria Q2

If a Tenderer does not confirm that every Mandatory Requirement will be satisfied at the Commencement Date (subject to any necessary Configuration (but not Software Development) work), it will fail Q2 and be eliminated from the Competition.

If a Tenderer confirms that every Mandatory Requirement will be satisfied at the Commencement Date (subject to any necessary Configuration (but not Software Development) work), it will proceed to be scored for its response to the Desirable Requirements. A Tenderer will score one (1) mark for every Desirable Requirement that it confirms it will be satisfy at the Commencement Date (subject to any necessary Configuration (but not Software Development) work). Failure to confirm that a Desirable Requirement will be satisfied at the Commencement Date (subject to any necessary Configuration (but not Software Development) work) will result in a mark of zero (0) for that particular Desirable Requirement but will not result in the elimination of the Tender. Any commitment to delivering a particular Desirable Requirement *after* the Commencement Date will score zero (0).

There are 59 Desirable Requirements and a maximum of 59 marks are available for these. The weighted scores for Desirable Requirements in Q2 will be calculated as follows:

Q2 score = (number of Desirable Requirements met ÷ 59) × 150
Scores for Q2 will be calculated to two (2) decimal places.

Worked Example.

The Tender Response Document - Requirements Compliance Matrix contains 282 requirements, of which 223 are Mandatory Requirements and 59 are Desirable Requirements. A Tenderer confirms all 223 Mandatory Requirements and 45 of the 59 Desirable Requirements will be satisfied at the Commencement Date. It will score (45 ÷ 59) × 150 = 114.41 marks for Q2.

7.3.2 Minimum Quality Thresholds

A Tender awarded **less than 50%** of the marks available for any of sub-criteria **Q1, Q3, Q4 or Q5** will be deemed not to have demonstrated an acceptable standard, will be eliminated, and will not proceed to cost evaluation.

All Mandatory Requirements for sub-criterion Q2 must be satisfied at the Commencement Date.

No minimum score applies to the Desirable Requirements in sub-criterion Q2.

Any Tenderer that fails to achieve the minimum qualifying threshold in respect of any qualitative award criterion shall be eliminated from the competition at the point of failure.

Where a Tenderer is eliminated:

- no further qualitative award criteria shall be evaluated; and
- the Tenderer shall not proceed to cost evaluation or any subsequent stage of the evaluation process.

7.3.3 Cost Scoring Methodology

Tenders will be evaluated on the basis of three distinct pricing sub-criteria:

- **C1.1 Committed Contract Price (Contract Years 1 to 3)** (150 marks) – Tenderers will be evaluated for the Committed Contract Price they submit for Years 1-3 (in total) – this total appears in Tab 8, Cell F13 of the TRD-PS

- **C1.2 Extension Price (Contract Years 4 and 5)** (120 marks) - Tenderers will be evaluated for the Extension Price they submit for Years 4 and 5 (in total) – this total appears in Tab 8, Cell F21 of the TRD-PS

- **C1.3 Rate Card** (30 marks) - Tenderers will be evaluated for the total weighted cost of their Rate Card – this total appears in Tab 8, Cell F22 of the TRD-PS.

The Tenderer with the lowest total cost for a sub-criterion (C1.1, C1.2 or C1.3) shall be awarded the maximum marks available for that sub-criterion and all other Tenderers shall be marked relative to the lowest total cost using the following formula:

$$\text{Mark to be awarded for sub-criterion} = \frac{\text{Lowest tendered Cost}}{\text{Tendered Cost under evaluation}} \times \text{maximum mark available for sub-criterion}$$

Marks will be calculated to two (2) decimal places.

PLEASE NOTE: There are a number of specific pricing rules that must be adhered to. If a Tenderer breaches any of these rules, that Tenderer will be eliminated from the Competition.

(a) Implementation and once-off charges may not exceed 25% of the Committed Contract Price.

(b) Recurring charges for each of (i) Licence and Subscription; (ii) Hosting and Infrastructure; and (iii) Support and Maintenance in Year 4 and Year 5 must fall within a band of not less than 95% and not more than 103% of the relevant charge for the preceding year. Therefore:

- In Year 4, the recurring charge for Licence and Subscription must be within 95%-103% of the recurring charge for Licence and Subscription in Year 3. In Year 5, the recurring charge for Licence and Subscription must be within 95%-103% of the recurring charge for Licence and Subscription in Year 4.

- In Year 4, the recurring charge for Hosting and Infrastructure must be within 95%-103% of the recurring charge for Hosting and Infrastructure in Year 3. In Year 5, the recurring charge for Hosting and Infrastructure must be within 95%-103% of the recurring charge for Hosting and Infrastructure in Year 4.

- In Year 4, the recurring charge for Support and Maintenance must be within 95%-103% of the recurring charge for Support and Maintenance in Year 3. In Year 5, the recurring charge for Support and Maintenance must be within 95%-103% of the recurring charge for Support and Maintenance in Year 4.

7.3.4 Aggregation of Scores / Ties

Each compliant Tenderer who meets the minimum quality thresholds specified in Section 7.3.2 above will have its scores for the Quality Award Criteria Q1, Q2, Q3, Q4 and Q5 and the Cost Criteria (C1.1, C1.2 and C1.3) aggregated to provide that Tenderer with an aggregate score for the Award Criteria. The Tenderer with the highest aggregate score will be determined to have submitted the most economically advantageous Tender.

In the event that two or more Tenders have the same aggregate score, the Tender which has been awarded the highest number of marks under criterion Q2 will be deemed to be the most economically advantageous Tender.

If the Tenders are still tied, the Tender which has been awarded the highest number of marks under criterion Q1 will be deemed to be the most economically advantageous Tender.

If the Tenders are still tied, the Tender which has been awarded the highest number of marks under criterion Q3 will be deemed to be the most economically advantageous Tender.

In the event that Tenderers receive the same marks for the qualitative award criteria (Q1, Q2, Q3, Q4 and Q5) element of their Tender, the Tender which has been awarded the highest marks for C1.1 - Committed Contract Price (Contract Years 1 to 3) will be deemed the most economically advantageous Tender

7.3.5 Verification

The Contracting Authority reserves the right to verify the accuracy and validity of any information provided by the successful Tenderer as part of their Tender prior to the formal award of the Contract. This may include a demonstration that the Tender Response Document - Requirements Compliance Matrix is accurate and the Tenderer's commitments in respect of Mandatory Requirements and Desirable Requirements will be satisfied by the Commencement Date, as well as evidence of quality management and information systems. No Tender may be modified at or following the verification by the Contracting Authority.

Where the Contracting Authority determines that inaccurate or misleading information has been provided in its Tender Response Documents, the Contracting Authority reserves the right to review its evaluation process (and any scores awarded to the Tenderer in question) and eliminate the Tenderer from the Competition.

If that Tenderer is eliminated from the Competition for these reasons and that Tenderer **did not submit** the lowest total cost for sub-criterion C1.1 or C1.2 or C1.3, the Contracting Authority reserves the right to determine the next highest-ranking Tenderer to have submitted the most economically advantageous Tender.

If that Tenderer is eliminated from the Competition for these reasons and that Tenderer **submitted** the lowest total cost for sub-criterion C1.1 or C1.2 or C1.3 the Contracting Authority reserves the right to re-score the cost submissions of the remaining Tenderers (without regard to the eliminated Tenderer's costs) and determine another Tenderer to have submitted the most economically advantageous Tender.

7.3.6 Abnormally Low Tenders

Where a Tender appears to be abnormally low in any respect, the Contracting Authority will require the Tenderer to provide an explanation of this. The Tenderer in question shall provide such further information in relation to the pricing as the Contracting Authority considers relevant. The Contracting Authority shall verify those elements and take into account the explanations received in determining whether or not the Tender is abnormally low. The Contracting Authority may eliminate the Tender in question from the Competition if it is not satisfied with the explanations provided by the Tenderer. In this regard, the Contracting Authority shall comply with Regulation 69 of the Procurement Regulations.

7.3.7 Award of Contract

Subject to Appendix 1 (Important Notices) and Section 7.3.8 (Standstill Period) below, the award of the Agreement to the highest ranked Tenderer will be conditional upon:

(a) the Tenderer submitting, within seven (7) days of request by the Contracting Authority, the evidence referred to at Section 7.2.2(a) above to the extent not already provided; and

(b) the Tenderer submitting, within seven (7) days of request by the Contracting Authority, the evidence referred to at Section 7.2.2(b) above to the extent not already provided; and

(c) the Tenderer submitting, within seven (7) days of request by the Contracting Authority, the evidence referred to at Section 7.2.2(c) above to the extent not already provided.

7.3.8 Standstill Period

In circumstances where a standstill period is required by law, no Agreement can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent an electronic notice informing them of the result of this Competition ("**Standstill Period**").

The Tenderer who submitted the most economically advantageous Tender will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority shall, when notifying Tenderers of the results of this Competition, include the total cost scores obtained by the Tenderer against each of Cost Award Criteria C1.1, C1.2 and C1.3.

7.3.9 RETURN OF SIGNED CONTRACTS

The successful Tenderer will be provided with an execution copy of the Agreement which is should promptly sign and return the Agreement in duplicate, to the Contracting Authority.

A signed Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has also signed the Agreement.

Where the signed Agreement has not been promptly returned to the Contracting Authority, the Contracting Authority reserves the right to eliminate the Tenderer from the Competition and proceed to award the Agreement to the next highest-ranked Tenderer.

8 Definitions

"Agreement"	means the contract that is the subject of this Competition which is provided as part of the RFT Documents.
"Award Criteria"	means the award criteria set out in Section 7.3.
"Clarifications Deadline"	means a time and date by which clarifications must be raised by Tenderers as specified in Section 3.10 (either the Tranche 1 Clarifications Deadline or Tranche 2 Clarifications Deadline specified therein) (or any later time and date subsequently specified by the Contracting Authority).
"Competition"	means the competition for the Contract as advertised in the Contract Notice.
"Configuration"	means adjustments made using the standard configuration tools of the software, without alteration to the underlying source code. Anything requiring alteration to the source code is bespoke development and does not meet a requirement.
"Consortium"	means a group of economic operators who wish to tender for and be awarded the Contract pursuant to this Competition, as identified in a PQQ Questionnaire response. For the avoidance of doubt, a Consortium does not include any sub-contractor or Supporting Entity.
"Consortium Member"	means an economic operator who is a member of a Consortium.
"Contracting Authority"	means the Health and Social Care Professionals Council, operating as **CORU**.
"Contract Notice"	means the OJEU contract notice advertising the Agreement (**ref:To be confirmed)**
"Cost Award Criteria"	means the Award Criteria relating to cost (i.e.C1.1, C1.2 and C1.3 referred to in Section 7.3 above).
"Data Protection Laws"	means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "**General Data Protection Regulation**"), the Data Protection Act 2018, 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.
"Desirable Requirements"	has the meaning given in Section 2.4 above.
"eTenders Website"	means www.etenders.gov.ie.
"Mandatory Requirements"	has the meaning given in Section 2.3 above.
"OJEU"	means the Official Journal of the European Union.
"Open Procedure"	means the open procedure for this Competition as provided for in the Procurement Regulations.
"Procurement Regulations"	means the European Union (Award of Public Authority Contracts) Regulations 2016.

"Qualitative Award Criteria"	means the Award Criteria relating to qualitative proposals (i.e. Q1, Q2 and Q3, Q4 and Q5 in Section 7.3).
"RFT Documents"	means the documents specified in Section 1.6 above and any other documentation made available to Tenderers during the Competition by or on behalf of the Contracting Authority.
"Requirements Compliance Matrix"	means the compliance matrix provided as part of the RFT Documents as more particularly explained in Section 2 above.
"Services"	has the meaning given to it in the Agreement.
"Specification"	has the meaning given to it in the Agreement.
"Selection Criteria"	means the selection criteria specified in Section 7.2 above.
“Software Development”	means any alteration to the underlying source code of the software, or any new code written specifically for the Contracting Authority. A requirement that can be met only by Software Development is not met.
"Supporting Entity"	has the meaning given in Section 7.1.2 above.
"Tenderer"	means an economic operator (or Consortium) that is participating in this Competition.
"Tender Deadline"	means the time and date by with Tenders must be submitted to the Contracting Authority in accordance with this RFT, as set out in Section 3.10 (or any later date and time subsequently specified by the Contracting Authority).
"Tender Response Documents"	means the documents referred to in Section 1.6 above.
"Tender Validity Period"	means the duration for which Tenders must remain valid as specified in Section 5.5 above.

Where reference is made to a particular item, source, process, trademark, type, standard or specification in the RFT Documents then all such references are to be given the meaning generally understood in the relevant industry and operational environment and in every case are to be read as including the words "or equivalent". No such reference is intended to favour or eliminate any particular undertaking or product.

Any reference to any legislation herein is to that legislation as amended or re-enacted.

Appendix 1 Important Notice

1. Withdrawal from this Procurement Competition

Tenderers are required to notify the Contracting Authority immediately, via the eTenders Website, if at any stage they decide to withdraw from this Competition.

2. Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, subcontractor or Supporting Entity or any individual employee(s) or agent(s) of a Tenderer or subcontractor or Supporting Entity must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent.

In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and, in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently.

The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Agreement entered into by a Tenderer.

3. Environmental, Social and Labour Law

In the performance of the Agreement, the successful Tenderer and its subcontractors (if any) shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international environmental, social and labour law listed in Schedule 7 of the Procurement Regulations.

4. Registrable Interest

Any Registrable Interest involving any Tenderer / subcontractor / Supporting Entity and the Contracting Authority, members of the Government, members of the Oireachtas, members of the Council of the Contracting Authority, members of any Registration Board, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer

The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Agreement entered into by a Tenderer.

5. Anti-Competitive Conduct

Tenderers' attention is drawn to the Competition Act 2002 which 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

6. Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this Competition, shall be borne by and are a matter for discharge by the Tenderers exclusively.

7. Data Protection

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, should only include information relevant to the response required. Tenderers should inform their employees that personal data is being provided to the Contracting Authority as part of the Tender submission. Where the Tenderer is unsuccessful, the Contracting Authority will delete all personal data within six (6) year of advising the Tenderer that they were unsuccessful. Where the Tenderer is successful, The Contracting Authority will delete all personal information within six (6) years of the expiry or termination of the Agreement, for whatever reason. The Contracting Authority reserves the right if required under law to provide this personal information to the relevant authority.

Appendix 2 Declaration as to Personal Circumstances of Tenderer

Request for Tenders for the provision of a Registrant Management System

RFT REF: CORU/RMS/2026/01

NAME: [**Click here and insert name**]

ADDRESS: [**Click here and insert address**]

I_____ ***[insert name of Declarant]*** having been duly authorised by_____ ***[insert name of entity]***, sincerely declare that:

(a) _____ ***[insert name of entity]*** itself or any person who is a member of the administrative, management or supervisory body of_____ ***[insert name of entity]*** or has powers of representation, decision or control in _____ ***[insert name of entity]*** [1]

(i) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime;

(ii) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for corruption, within the meaning given by:

(A) the Convention drawn up on the basis of Article K.3(2)(c) of the Treaty on European Union, on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union drawn up under the Council Act of 26 May 1997; or

(B) Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combatting corruption in the private sector; or

(C) the laws of Ireland or the national laws of the state in which the above-named *entity is established (if not Ireland)*;

(iii) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up under the Council Act of 26 July 1995;

(iv) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism, or for inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision;

(v) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

(vi) **[has] OR [has not] (delete as applicable)** within the past 5 years been the subject of a conviction for child labour and other forms of trafficking in human beings within the meaning of Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA;

[1] If there has been a conviction, please provide in a separate supporting document (i) any reasons why it is in the public interest that exclusion should not occur or (ii) any evidence that measures have been taken to demonstrate reliability despite there being grounds for exclusion.

(b) _____ ***[insert name of entity]***

(i) **has not** within the past 5 years been in breach of its obligations relating to the payment of taxes or social security contributions (as established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which this entity is established or Ireland)

OR

(ii) **has** within the past 5 years been in breach of its obligations relating to the payment of taxes or social security contributions (as established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which this entity is established or Ireland) but either (A) it has since fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines or (B) there are reasons why it is in the public interest for exclusion not to occur[2] or (C) it would be disproportionate for exclusion to occur[3];

(delete (i) or (ii) above as applicable)

(c) _____ ***[insert name of entity]***

(i) is **not** otherwise in breach of its obligations relating to the payment of taxes or social security contributions

OR

(ii) is otherwise in breach of its obligations relating to the payment of taxes or social security contributions but has since fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines;

(delete (i) or (ii) above as applicable)

(d) _____ ***[insert name of entity]*** [4]

(i) **[has] OR [has not] (delete as applicable)** within the past 3 years in the performance of a public contract, violated applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements, or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016;

(ii) **[has] OR [has not] (delete as applicable)** within the past 3 years been bankrupt or the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is it in any analogous situation arising from a similar procedure under Irish law;

(iii) **[has] OR [has not] (delete as applicable)** within the past 3 years been not guilty of grave professional misconduct, which renders its integrity questionable;

(iv) **[has] OR [has not] (delete as applicable)** within the past 3 years entered into agreements with other economic operators aimed at distorting competition;

(v) **[has] OR [has not] (delete as applicable)** had within the past 3 years any conflict of interest within the meaning of Regulation 24 of the European Union (Award of Public Authority Contracts) Regulations 2016;

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[2] If there are such reasons, please set these out in a separate supporting document.

[3] If it would be disproportionate explain why in a separate supporting document.

[4] If there is any evidence that measures have been taken to demonstrate reliability despite there being grounds for exclusion, please provide in a separate supporting document.

(vi) **[has] OR [has not] (delete as applicable)** had within the past 3 years prior involvement in the preparation of the current procurement procedure as referred to in Regulation 41 of the European Union (Award of Public Authority Contracts) Regulations 2016, which may distort competition;

(vii) **[has] OR [has not] (delete as applicable)** within the past 3 years shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;

(viii) **[has] OR [has not] (delete as applicable)** within the past 3 years been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria for this competition and has not withheld such information and has not failed to submit supporting documents required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016;

(ix) **[has] OR [has not] (delete as applicable)** within the past 3 years undertaken to unduly influence the decision-making process of the Contracting Authority or obtain confidential information that may confer upon it undue advantages in the procurement procedure and has not negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I further sincerely declare that_____ ***[insert name of entity]*** is not a person or entity set out in Article 5k 1(a) to 1(c) of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended by Council Regulation (EU) 2022/576 of 8 April 2022, Council Regulation (EU) 2022/1269 of 21 July 2022 and Council Regulation (EU) 2023/1214 of 23 June 2023 (and as may be further amended).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to exclusion from this competition. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

_____ _____

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

Declared before me by _____ who is personally known to me

(or who is identified to me by _____who is personally known to

me) at _____ this _____ day of _____ 20__

_____

(signed)
Practising Solicitor/Commissioner for Oaths