INVITATION TO TENDER

FOR THE PROVISION OF DIGITAL INTERPRETATION SERVICES

TO THE

THE HEALTH SERVICE EXECUTIVE

HSE REF 30009

This document should be read in conjunction with the Tender Response Document and HSE Tender Competition Rules Document

Publication of ITT on www.eTenders.gov.ie	**Wednesday 12th November 2026**
Queries Deadline	**Monday 11th January 2027 @ Noon**
Closing Date for Submissions	**Monday 18th January 2027 @ 23:45**

GLOSSARY OF DEFINITIONS

Consortium	Means a partnership, consortium, grouping of Economic Operators or any other form of joint venture.
Consortium Member	Means a member of a Consortium.
Contract	Means the executed agreement between the successful Tenderer and the Contracting Authority to deliver the Services.
Contracting Authority	Means the HSE.
Economic Operator	Means any natural or legal person, or a group of such persons, including temporary associations of undertakings, who or which offers a) the execution of works or a work, or both, or b) the supply of products or the provision of services, on the market.
ESPD	Means the European Single Procurement Document which forms the basis of the Response Document.
HSE	Means the Health Service Executive, which shall include all bodies corporate, statutory corporations, hospital groups, community health organisations, hospitals, partnerships, unincorporated associations, charities and Other Entities operating as part of the Irish health service and funded in any way directly or indirectly by the Health Service Executive or other public funding sources or any local, national or super-national government or regulatory authority, as well as any employees or contractors of any of the foregoing and any other persons or hospitals assisting in the provision of the Irish health service.
Invitation to Tender (ITT)	Means this document and its annexes.
Other Entities	Means an entity or entities on whose capacity the Tenderer or Subcontractor is relying with regard to economic and financial standing and/or professional and technical ability.
Service Provider (SP)	Means the successful tender who will provide the services.
Services	Means the services listed within the specified requirements.
Subcontractor	Means a subcontractor selected by a Tenderer to deliver the Services.
Tender Process	Means this tender is below EU procurement threshold and as such, is will operate under the TFEU principles.
Tender Response Document (TRD)	Tender Response Document.
Tenderer	Means an Economic Operator or Consortium which submits a submission to this Invitation to Tender.
User	A User of the product or software

SECTION 1

1. Tender Description

The Health Service Executive (HSE) ("the Authority") is the principal statutory agency responsible for providing public health and social care services in Ireland. The HSE invites Tenders from "Tenderers" for the provision of Digital Interpretation services as described in the tender documentation.

Although this competition is below the EU threshold and is not subject to the Procurement regulations, the Authority will apply the exclusion grounds and selection approach described in the ITT as a matter of policy, by reference to Regulations 57 and 58 of S.I. 284/2016.

Awarding of Marks to Tenderers

The award criteria, and the weighting applied, in this below-threshold tender competition is being run in accordance with the Treaties on the Functioning of the European Union (TFEU). It is the HSE's intention to award a contract to a single service provider, using a below-threshold competitive procedure for the award of a contract. All interested parties may submit a Tender.

The HSE reserves the right to utilise the outcome of this tender process for future similar requirements in the HSE and HSE funded organisations as required. ***However, HSE makes no commitment for any level of business as a result of this tender competition.***

Service Providers can propose partnership / consortium bids to offer the best possible solution for the HSE. The Health Service Executive will not accept responsibility for information relayed (or not relayed) via third parties. If the tender documents are in any way altered or edited, the subsequent tender may be deemed inadmissible.

The Tender Response Document provides for consortium bids; all requested information must be provided by all parties to the consortium. The HSE will require one Service Provider to take lead responsibility within each consortium, but all parties must be jointly and severally liable to the HSE for the fulfilment of the terms of the contract.

Tenderers must respond to every requirement, stating whether it is met in full, in part or not at all. Supporting documentation must be cross-referenced to the relevant criterion. The onus is on Tenderer(s) to present clear and accurate application rather than on the HSE to decipher mistakes. The HSE cannot be responsible for, and may not consider submissions, which are poorly drafted or contain fundamental errors or omissions.

The HSE reserves the right to contact any of the reference sites provided by Tenderers at its discretion without prior notification to the Tenderer.

CPV Code/Description

72000000 - IT services: consulting, software development, Internet and support
72222300 - Information technology services
72260000 - Software-related services
72261000 - Software support services
72263000 - Software implementation services
72265000 - Software configuration services
72268000 - Software supply services
79540000 - Interpretation

Contract Duration

An initial term of 12 months, with an optional extension or extensions up to a further 12 months in duration, for a total of 24 months total maximum duration. Tenderers are required to hold their tendered pricing during these periods.

HSE Contact

The HSE point of contact will be via the **Message Facility** on the Contract Notice published on the etenders website, www.etenders.gov.ie. No email correspondence will be entered into in respect of this tender competition.

Returning Completed Tenders

Tenders must be submitted by uploading to the Contract Notice via the ePost-Box Facility for this Notice on the etenders website, www.etenders.gov.ie.

Submission of Tenders via eTenders Post-Box Only:

Tender Submission Instructions - eTenders post-box facility

1. For guidance on ePost-box facilities go to www.etenders.gov.ie.
2. ePost-box facility is time locked. Receipt of submissions is not possible after the official closing deadline.
3. Avoid last minute problems by rehearsing Tender submission process **in advance of deadline**.
4. Applications will not be accepted in hard copy or by electronic means other than www.etenders.gov.ie
5. The following document formats are acceptable: Office Open XML Document (docx); Microsoft Word; PDF, Excel (without macros).

Notes on Completing the Tender Document.

Note:

- It is imperative that all questions in the Tender Response Document are completed in the format provided.
- For general information on HSE refer to www.hse.ie.
- Defined terms used in this Tender include defined terms contained in the Tender Competition Rules available at www.hse.ie. This Tender should be read in conjunction with the Tender Competition Rules.
- Page Limits apply to Award Criteria responses and are stated against each criterion. Responses must be submitted in the Award Criteria sections provided on A4, in portrait orientation, in Arial 10pt. Tables, diagrams, screenshots, images, and appendices count towards the page limit. The Authority's own question does not. Documents expressly required by the specification or the Tender are excluded from page limit, but must not be used to submit additional narrative in support of an Award Criterion, directions to relevant sections in Appendices must be properly referenced.
- Materials, information or data submitted in excess of the relevant page limit will be disregarded and will not be evaluated.

Note:

The successful Tenderer will be obliged to sign the **HSE Standard Agreement for Digital Solutions, Supplies and Services v2.0** and the associated Schedules which accompany this tender process. While the Schedules will be agreed to suit this award, it is a mandatory requirement that any successful applicant must agree to sign up to ALL ICT policies prior to awarding of any contracts.

- The successful Tenderer will be obliged to sign the HSE Service Provider Data Processing Agreement (v2) without qualification. Failure to do so will result in the tender being disqualified.
- The HSE's requirement is that the service is fully hosted, supported and backed up within countries within the European Economic Area (EEA) or countries outside the EEA which are covered by an EU adequacy decision.
- If Tenderers have any queries in regard to these conditions, they MUST submit them before the closing date and time stated as the HSE will NOT enter into negotiation on terms post-closing.

1.1 Background

The Health Service Executive, Dublin and South East (the "Authority") provides acute and community healthcare to a diverse and increasingly multilingual population. Effective communication at the point of contact is fundamental to safe, timely and equitable care, and the Authority is committed to ensuring that limited proficiency in English does not act as a barrier to accessing its services. Digital interpretation technologies are becoming more established within healthcare settings internationally and in Ireland and offer a proven means of supporting communication in routine, high-frequency interactions where scheduled human interpretation is neither necessary nor readily available.

The Authority intends to establish a service for the provision of digital interpretation to support communication between staff and patients or service users of limited English proficiency across its acute and community sites. In the first instance, the Authority is procuring this service on a proportionate, time-limited basis for an initial term of 12 months, with an optional extension or extensions up to a further 12 months in duration, for a total of 24 months total maximum duration. The Authority seeks a suitably qualified supplier in order to evaluate service performance, user acceptance, information-governance assurance and value for money prior to any wider adoption and development of a HSE DSE Digital Interpretation Policy.

1.2 Purpose and Scope

1.2.1 The Health Service Executive, Dublin and South East (the "Authority") requires a device-based digital interpretation service to support spoken communication between Authority staff and service users of limited English proficiency at the point of contact.

1.2.2 The requirement is for a physical device, worn or carried by a member of staff or placed on a surface between the parties to a conversation, which provides live two-way spoken interpretation. Solutions delivered solely as a mobile application or web platform are outside the scope of this requirement.

1.2.3 The service is required across acute hospital and community healthcare sites. The Authority seeks to maximise the number of devices or sessions subject to available funding. Any figures cited within this document, pricing schedule or any associated documents, are indicative and the Authority gives no commitment as to volumes to be purchased or funded.

1.3 Intended Purpose

The intended purpose of the service, in the main, is to support routine, low-acuity interactions, including:

- patient registration, check-in and arrival at reception and outpatient departments;
- wayfinding, directions and general enquiries;
- appointment scheduling, confirmation and rescheduling;
- general administrative exchanges of a comparable nature across acute, outpatient and community settings.
- Collation of basic clinical detail and history

However, it is acknowledged and may be required that, the successful solution is suitable for usage in a variety of hospital and community settings. Tenderers should refer to the Infection Prevention and Control (IPC) related questions in the Physical Device and Accessibility section D03 of the functional requirements questionnaire.

1.4 Limitations of Use

The service is not intended to support, and must not be represented as supporting, interactions in which:

- a safeguarding, child protection, mental health assessment, crisis / risk conversations or other high-risk concern arises;
- under 18 without parental supervision;
- Consent to interventions if governed by the HSE National Consent Policy (as amended from time to time), which requires a process of communication sufficient for the service user to understand the nature, risk and benefits of the proposed intervention, and directs staff to use a professional interpreter where the service user has limited proficiency in English. The Service is not intended to support that process, and nothing in this Contract displaces the Authority's obligations under that policy.
- Unless otherwise instructed by the relevant Regional Technology and Transformation lead, the Service Provider shall not market, represent, configure or promote the Service as suitable for obtaining consent to any intervention, or for any use excluded under this Limitations of Use, whether to the Authority, to any Authority staff member, or in any marketing, training or other material.

The Authority may extend the service to further settings during the term. Any such extension will be effected in accordance with the contract terms, the Change Control Procedure and applicable procurement law.

1.5 Format of Tender:

Mandatory requirements are assessed first for compliance. Tenders that do not meet all the mandatory requirements at each stage will not proceed for further evaluation.

Tenderers are advised to review the 'HSE Competition Rules', available to download with this document, in advance of completing the Tender Response Document and Workbook.

Tenderers must include sufficient information to permit the awarding authority to evaluate the competency of the service provider and, where relevant, any sub-contractors. Tenderers, (including subcontractors where relevant), must respond using the attached the Award Criteria sections below in conjunction with the Tender Response Document and Workbook and clearly cross reference any additional documentation provided (if any) to the relevant selection criteria or sub-criteria.

The awarding authority reserves the right to seek additional information and/or interview service providers in connection with its assessment of their submission but will not be held liable for any costs incurred in this regard by Tenderers.

Documents to be returned:

- Tender Response Document
- Tenderer Workbook
- HSE Supplier GDPR Questionnaire
- HSE Service Provider Data Processing Agreement (v2)
- ESPD (online via etenders)
- Tender Declaration Form

For reference:

- Tenderer Declaration of Personal Circumstances (*Only required by the successful tenderer at contract signing stage. Provided for visibility purposes only)*
- HSE Agreement for Digital Solution v2.0 (*Only required by the successful tenderer at contract signing stage. Provided for visibility purposes only)*

1.5.1 Response from Tenderers:

1.5.1.1 Supporting documentation may be appended and must be cross-referenced to the relevant requirement reference.
1.5.1.2 Tenderers must be in a position to demonstrate the proposed device. Demonstration arrangements are set out at Section 1.2.2.

1.5.2 Presentations/Site Visits/Clarification Meetings/Demonstration:

1.5.2.1 Tenderers MUST make the proposed device available for demonstration. Demonstration is a mandatory part of this process, and a Tenderer unable to demonstrate the device will not be considered.
1.5.2.2 The demonstration will be conducted by the Authority using a standard scenario script issued to all Tenderers in advance. All Tenderers will be assessed against the same script, in the same conditions, by the same evaluators.
1.5.2.3 The scenario script will comprise a routine check-in exchange in two (2) languages nominated by the Authority, and will capture and confirm information including but not limited to name, date of birth and a range of standard basic medical questions.
1.5.2.4 The demonstration will be conducted in a live reception or office environment, with ambient noise typical of normal operation. Evaluation MUST NOT rely on a controlled or acoustically favourable setting.
1.5.2.5 Tenderers MUST provide the device to be demonstrated in the configuration proposed. Demonstration of a development, pre-release or otherwise non-standard configuration is not acceptable.
1.5.2.6 Devices will be requested from tenderers eligible to participate in the Award Criteria aspect of this competition and will be communicated to vendors via etenders.

1.5.3 Conditions of Contract:

The contract, if awarded, will be awarded on the application of the Selection Criteria, the Award Criteria (including the pricing model) contained in the ITT, and the following Conditions of Contract. Any queries regarding these conditions must be addressed as points of clarification prior to the tender closing date.

1.5.4 Evaluation of Tenders:

The process will be conducted in 3 stages as follows:

Stage 1 - Exclusion: Tenderers to whom any of the circumstances listed in Article 57 of Council Directive 2014/24/EU (the co-ordination of procurement procedures for the award of public works, public supply and public service contracts) apply or Tenderers who fail to sign the Tenderer Declaration in the Tender Response Document will be excluded from the tender.

Stage 2 - Selection: Tender submissions received must meet the minimum requirements outlined in the qualitative Selection Criteria (Section 2.2).

Stage 3 - Award: Tenders meeting the minimum selection requirements will be evaluated using the stated Award Criteria. During this stage, clarifications may be sought in writing (through the messaging service on eTenders) which may include testimonials from customers in support of particular aspects of a tender. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the submission/tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

SECTION 2: EVALUATION PROCESS

2.1 Exclusion Criteria

Tenderers must meet the following Mandatory Minimum Exclusion Criteria in order for their tender to be considered for evaluation.

Criteria	Minimum Requirement
Electronic Service Provider Declaration	*The **ESPD** has been completed and returned with the Tenderers submission* Tenderers must complete the **European Single Procurement Document** (ESPD). The ESPD is a self-declaration, published with this Contract Notice, that the entity to which it relates is not in one or more of the situations referred to in Regulation 57 of the 2016 Regulations, which shall or may lead to exclusion; and ▪ Where the Tenderer is a single economic operator participating on its own and does not rely on the capacity of other entities, it must complete and submit a single ESPD. ▪ Where the Tenderer is a group/consortium, each member of the group/consortium must complete and submit a separate ESPD. ▪ Where a Tenderer is relying on the capacity of other entities in order to fulfil the Selection Criteria, a separate ESPD must be completed and submitted in respect of each such entity.
Tenderer's Declaration	Tenderers must complete and sign the **Tender Declaration Form**. Tenderers may be excluded from participation based on the responses made in the declaration. Provided as an appendix to this document. Tenderers who fail to sign the Tender Declarations Form (without amendment or qualification) may be excluded from the Process.
HSE Service Provider Data Processing Agreement	The successful vendor must sign the HSE Service Provider Data Processing Agreement without qualification.
EU Artificial Intelligence (AI) Act	By virtue of a tender submission the Tenderer confirms that the Service is in compliance with the following requirements of the EU Artificial Intelligence (AI) Act: **1.** The Service **MUST** comply with Article 50 of Regulation (EU) 2024/1689 (the Artificial Intelligence Act) and with any implementing acts, harmonised standards, codes of practice or Commission guidance made under it. **2.** The Service Provider warrants that the Service will comply with requirement 1 throughout the term of the Contract, and **MUST** implement at its own cost any modification necessary to maintain compliance where the applicable obligations are amended, clarified or brought into effect during the term. **3.** The Service is procured for the intended purpose set out in the Scope of Requirement. The Service Provider **MUST NOT** market, configure or represent the Service for use in a manner falling within Annex III of Regulation (EU) 2024/1689 without prior agreement through the Change Control Procedure.

HSE Supplier GDPR Questionnaire	Tenderers must complete and sign the **HSE Supplier GDPR Questionnaire**. Tenderers may be excluded from participation based on the responses made in the questionnaire. Provided as an appendix to this document.

2.2 Qualitative Selection Criteria

Each Selection Criteria is deemed Pass/Fail and each one, including any sub-criteria MUST be addressed in full. Please provide sufficient, relevant information to allow the HSE evaluate your response.

Main Criteria	Sub-Criteria	Minimum Requirement (Pass / Fail)
Economic and Financial Standing	Overall Turnover	Candidates must provide evidence of their economic and financial capability to carry out the requirements of this contract.
	OR	
	Professional Statement	Demonstrate sufficient financial capacity to undertake this contract.
Technical and Professional Ability	Tender specific company references	Provide a minimum of 2 and maximum of 5 references where services similar to those required have been provided in the past five (5) years.
	Capacity (Manpower and Facilities)	Demonstrate that overall staffing resources and facilities are sufficient to manage contracts / projects similar to the specific requirements of this tender.

2.2.1 Cyber Security Baseline – Stage 1 (Pass / Fail)

At this Stage 1 of this procurement process, only a Yes/No response to each question below is required, except where N/A is expressly permitted. If an answer of 'Yes' indicates that additional evidence is available, the tenderer may be asked to provide details in a later stage of the procurement process. In these instances, tenderers must provide evidence to the satisfaction of the Authority. Failure to provide satisfactory evidence may result in the elimination of your tender from the process.

A response of 'No' to any question will result in exclusion of the tenderer from this procurement process, other than where an N/A response is expressly permitted. The tender submission will not be evaluated further for quality and will not be considered for cost calculations.
Response provided in the Tender Response Document (TRD)

Ref	Control Family	Requirement
1	Governance & Risk Management	Do you have clear and accountable risk ownership up to board level, supported by a formal cybersecurity governance framework (e.g. ISO 27001, NIST CSF, SOC 2 Type II, Cyber Essentials)?
2	Governance & Risk Management	Can you demonstrate current and ongoing compliance with the GDPR, and provide supporting evidence (e.g. policies, audit reports or privacy assessments) upon request?
3	Supply Chain Security & Risk Management	Do you have a documented cybersecurity supply chain risk-management programme (policy, selection criteria and contractual controls) that includes ongoing risk assessment and monitoring of your direct suppliers and service providers and their supply chains, including those processing personal data?

Ref	Control Family	Requirement
4	Supply Chain Security & Risk Management	Do you have documented controls to ensure that components used in any solution subsequently proposed for HSE are screened against applicable EU trade, sanctions and cybersecurity restrictions, and that components or suppliers identified as restricted or unacceptable under the procurement documents are not used?
5	Supply Chain Security & Risk Management	Do you allow reasonable third-party or regulatory audits of your security controls, in line with regulatory requirements?
6	Secure Software Development & Testing	Where your organisation develops, configures or materially customises software, hardware or firmware relevant to services of the type being procured by HSE, have you implemented and can you evidence a secure software development lifecycle (SSDLC), including threat modelling, secure coding standards and appropriate security testing? If no development, configuration or material customisation would be performed, please answer N/A.
7	Secure Software Development & Testing	Where software, firmware, cloud service components, APIs, integrations or software-enabled products are in scope, does your organisation have the capability and established processes to produce and maintain an SBOM, or equivalent software component inventory, for the components within its control in any solution subsequently proposed for HSE? If no software, firmware, cloud service components, APIs, integrations or software-enabled products are in scope please answer N/A.
8	Secure Software Development & Testing	Do you perform regular penetration testing (annually or after major changes) and vulnerability scans, and can you provide summaries upon request?
9	Data Protection & Privacy	Can you confirm that any solution subsequently proposed for HSE will be capable of ensuring that all HSE data remains within the EEA, or in a country subject to a valid adequacy decision, including support and monitoring activities?
10	Data Protection & Privacy	Can you confirm that any solution subsequently proposed for HSE will provide clear mechanisms for data deletion, including secure disposal, and retention controls aligned with GDPR requirements?
11	Cryptography & Data Encryption	Can you confirm that any solution subsequently proposed for HSE will support encryption of all sensitive data in transit, using TLS 1.2 or higher, and at rest using modern cryptographic standards such as AES-256 or equivalent?
12	Identity & Access Management	Can you confirm that any solution subsequently proposed for HSE will support multi-factor authentication, role-based access control for all interactive interfaces, and integration with Microsoft Entra ID / ADFS or another HSE-approved identity integration method for HSE logins?
13	Human Resources Security & Access Management	Do you have a documented joiners-movers-leavers (JML) process, including background checks where appropriate, personal-data access rights, and regular reviews of privileged access?
14	Resilience & Incident Response	Do you have a documented and regularly tested incident response plan, including prompt customer notification in the event of a breach?
15	Resilience & Incident Response	Have you established and tested disaster recovery (DR) and business continuity (BC) plans with defined SLAs, recovery time objectives (RTOs), and recovery point objectives (RPOs)?
16	Environment Monitoring & SIEM/SOC	Do you either operate or have access to a 24/7 managed SOC capability, or can you demonstrate the capability to provide or integrate a solution that can filter and export relevant security events to an HSE-approved or third-party SIEM solution?
17	Vulnerability & Patch Management	Do you operate a documented and structured vulnerability management programme with defined SLAs for critical patches?

Ref	Control Family	Requirement
18	Basic Cyber Hygiene & Training	Do you maintain baseline standards for endpoint/server hardening, network configuration and system patching, and provide role-specific cybersecurity training for employees, including insider threat awareness?
19	End-of-Service & Vendor Lock-in Considerations	Do you provide a documented exit strategy with data migration or export capabilities, and commit to continuing security patches for a specified period after an end-of-service announcement?
20	Overall Compliance & Assurance	Can you demonstrate alignment with the NIS2 Directive and, where applicable, compliance with relevant national implementing legislation?
21	Inventory Management	Do you maintain an up-to-date inventory of information systems and services, and records of processing activities, relevant to the services, systems and data processing that would be used to deliver any solution subsequently proposed for HSE, including classification and locations of personal and other sensitive data?
22	Supply Chain Security & Risk Management	Can you confirm that all suppliers, subcontractors and consortium partners involved in the response to the ITT meet the security minimum requirements on this list?

2.2.2 Functional Requirements (Pass / Fail)

Tenderers must use the Tenderer Workbook (excel file) provided for their response. Provided as an appendix to this document.
Tenderers are to reply as to whether their solution meets the Criterion:

- (F) – Fully
- (P) – Partially
- (N) – Does not meet the Criterion
- (N/A) – Does not apply

Where a tenderers submission **does not** meet a **MUST** requirement, the tenderer should provide further detail as to any mitigations or alternative pathways related to how their solution overcomes this shortfall. Mitigations may be offered in respect of the functional requirements for the following sections *Core Interpretation Capability, Physical Device and Accessibility, Deployment Connectivity and Device Management and Implementation, Training and Support*. It is **not available** for the following sections *Data Protection, Information Security and Artificial Intelligence Act and Regulatory Compliance*, which must be met in full.

A FULLY met criterion does not require further detail or commentary unless the criterion itself indicates otherwise. Tenderers are free to provide commentary as they see fit.

A mitigation will be accepted only where it delivers the outcome requirement that was written to secure, without additional cost, operational burden or risk to the Authority.

Where the Authority eliminates a submission on the cumulative effect of its responses the requirements concerned and the operational consequence will be recorded by reference.

In these and all circumstances the Authority will pass or fail the criterion. A mitigation does not guarantee a Pass mark, the Authority reserves the right to eliminate a submission from further consideration based on the cumulative response to functional characteristics. Where the cumulative response to functional characteristics is deemed by the Procurement Evaluation Group (PEG) to be a material flaw, or presents an operational risk or serious concern to the efficacy of the solution the Authority will fail the submission and it will not be considered further.

Where a tenderer only partially meets, does not meet or believes the requirement does not apply – tenderers must provide additional context as to why they believe this is the case. The Authority again reserves the right to eliminate a submission from further consideration based on the cumulative response to functional characteristics. A response does not guarantee acceptance by the Authority.

Core Interpretation Capability

Ref	Requirement	Priority
F01	The device MUST provide live, two-way spoken interpretation between English and the supported languages, without either party requiring an account, app installation or personal device.	**MUST**
F02	The device MUST support, at a minimum, the following languages:— e.g. Ukrainian, Arabic, Romanian, Polish, Portuguese (Brazilian), Urdu, Mandarin, Russian, French, Spanish, Lithuanian, Cantonese, Somali, Pashto.	**MUST**
F03	The Tenderer MUST provide a complete list of supported languages, identifying for each whether support is full two-way speech, one-way speech, or text only.	**MUST**
F04	The device SHOULD support regional variants and dialects of the languages at F02 where these materially affect comprehension. The Tenderer SHOULD state which variants are supported.	**SHOULD**
F05	The device MUST accurately render personal identifiers, including names, addresses, Eircodes and dates of birth, and MUST provide a means of spelling out or confirming these where recognition confidence is low.	**MUST**
F06	The device SHOULD indicate to the staff user when recognition or interpretation confidence is low, rather than presenting an uncertain output as reliable.	**SHOULD**
F07	Interpretation MUST be delivered with a delay of no more than 3 seconds per conversational turn under normal operating conditions. The Tenderer MUST state typical and maximum latency.	**MUST**
F08	The device SHOULD operate effectively in ambient noise conditions typical of a hospital reception or waiting area. The Tenderer SHOULD state the ambient noise level, in dB(A), up to which stated performance is maintained.	**SHOULD**
F09	The device SHOULD support interpretation of written or displayed material, such as a printed appointment letter or signage, by means of image capture.	**SHOULD**
F10	The device SHOULD provide a degraded or offline mode enabling a defined subset of functionality where network connectivity is unavailable. The Tenderer SHOULD describe what functionality is retained.	**SHOULD**
F11	The device SHOULD support the Irish language.	**SHOULD**
F12	The device SHOULD be capable of headphone support.	**SHOULD**

Physical Device and Accessibility

Ref	Requirement	Priority
D01	The device MUST be capable of being worn by a member of staff or placed on a counter or surface between the parties to the conversation.	**MUST**
D02	The device MUST provide sufficient battery life for a full 8 hour shift under continuous availability, and MUST be rechargeable using a standard charging arrangement suitable for multi-device deployment.	**MUST**
D03	The device MUST have a non-porous external surface capable of withstanding repeated cleaning with disinfectant wipes approved for use in Authority healthcare settings, without degradation. The Tenderer MUST state compatible cleaning products.	**MUST**
D04	The device MUST provide adjustable output volume adequate for use with service users who have a hearing impairment.	**MUST**
D05	The device MUST be usable by staff and service users with limited digital literacy, and MUST NOT require the service user to operate the device.	**MUST**
D06	The device MUST be capable of being asset-tagged and MUST carry a unique, externally visible identifier.	**MUST**

Ref	Requirement	Priority
D07	The Tenderer MUST state the expected serviceable life of the device and confirm the availability of replacement units for the full contract term including any extension.	**MUST**
D08	The device SHOULD be compatible with assistive listening systems designed to help people with hearing aids or cochlear implants hear clearly in public spaces.	**SHOULD**

Deployment, Connectivity and Device Management

Ref	Requirement	Priority
C01	The device MUST operate over either the Authority's enterprise wireless network (WPA2/WPA3-Enterprise, 802.1X) or an independent cellular connection provided by the Tenderer. The Tenderer MUST state which, and MUST state the bandwidth required per concurrent session.	**MUST**
C02	The device MUST NOT require connection to an open, guest or unsecured wireless network in order to function.	**MUST**
C03	The device MUST NOT require the Authority to join it to an Authority domain, install software on Authority endpoints, or open inbound firewall connections. The Tenderer MUST specify all outbound destinations, ports and protocols required.	**MUST**
C04	The Tenderer MUST provide a central management capability enabling remote configuration, deployment of updates, disabling of a lost or stolen device, and remote wipe.	**MUST**
C05	The Tenderer MUST provide firmware and software security updates for the full contract term, and MUST state the target timeframe for remediation of critical vulnerabilities.	**MUST**
C06	The Tenderer MUST provide an asset register of all deployed devices, maintained and made available to the Authority on request.	**MUST**
C07	The Tenderer MUST provide the devices configured, tested and ready for use. The Authority will not undertake device build or imaging.	**MUST**

Data Protection

Ref	Requirement	Priority
P01	The Tenderer MUST execute the HSE Service Provider Data Processing Agreement (v2) without qualification.	**MUST**
P02	The Tenderer MUST NOT use any Authority data, including audio, transcripts, derived text or usage data, for the training, tuning, evaluation or improvement of any artificial intelligence model, whether its own or a third party's. This restriction applies irrespective of whether the data has been anonymised or aggregated.	**MUST**
P03	The service MUST be designed to minimise the processing and retention of personal data. Audio content and any transcript MUST NOT be retained beyond the duration of the session by default.	**MUST**
P04	Where any retention of content is technically necessary, the Tenderer MUST state the purpose, the retention period, and whether the period is configurable by the Authority.	**MUST**
P05	All personal data MUST be processed and stored within the European Economic Area. Tenderer MUST identify all processing locations.	**MUST**
P06	The Tenderer MUST provide a complete list of sub-processors, including any third-party artificial intelligence model providers, identifying the processing carried out and its location. The Tenderer MUST notify the Authority in advance of any proposed change and MUST afford the Authority the right to object.	**MUST**

Ref	Requirement	Priority
P07	The Tenderer MUST acknowledge that data processed may include special category data within the meaning of Article 9 of the General Data Protection Regulation, and MUST confirm that appropriate technical and organisational measures are in place accordingly.	**MUST**
P08	The Tenderer MUST provide, on request and without charge, the information required to enable the Authority to complete and maintain a Data Protection Impact Assessment, including a description of data flows, processing purposes, retention and sub-processors.	**MUST**
P09	The Tenderer MUST assist the Authority in responding to requests from data subjects exercising rights under the General Data Protection Regulation, within the timeframes set out in the Data Processing Agreement.	**MUST**
P10	On expiry or termination of the contract the Tenderer MUST securely delete or return all Authority data, and MUST provide written certification of deletion within 30 days.	**MUST**
P11	The Tenderer MUST notify the Authority of any personal data breach affecting Authority data without undue delay and in any event within 24 hours of becoming aware of it.	**MUST**
P12	The Tenderer MUST NOT transfer Authority personal data to a third country not covered by an adequacy decision without the prior written consent of the Authority, appropriate safeguards under Chapter V of the General Data Protection Regulation, and a documented transfer impact assessment.	**MUST**
P13	The Tenderer MUST confirm whether the service processes biometric data, including voiceprints or speaker identification, and if so MUST state the purpose and lawful basis. Solutions requiring biometric identification of service users are not acceptable.	**MUST**

Information Security

Ref	Requirement	Priority
S01	The Tenderer MUST complete the HSE Tenderer IT Security Assessment Questionnaire in full prior to contract award, and MUST address any findings arising to the satisfaction of the Authority.	**MUST**
S02	The device MUST NOT retain conversation content in local storage after a session has ended. The Tenderer MUST describe how this is enforced.	**MUST**
S03	The Tenderer MUST undertake independent penetration testing of the service at least annually and MUST provide a summary report, together with confirmation of remediation, on request.	**MUST**
S04	The Tenderer MUST operate a documented secure software development lifecycle, and MUST provide a software bill of materials for the device software on request.	**MUST**
S05	The Tenderer MUST maintain a documented security incident response plan and MUST notify the Authority of any security incident affecting the service without undue delay and in any event within 24 hours.	**MUST**
S06	The Tenderer MUST state the end-of-support date for the proposed device and software, and MUST confirm that supported versions will be maintained for the full contract term.	**MUST**
S07	The Tenderer MUST co-operate with any security review, assurance activity or audit reasonably required by the Authority during the term.	**MUST**

Artificial Intelligence Act and Regulatory Compliance

Ref	Requirement	Priority
A01	The service MUST comply with Article 50 of Regulation (EU) 2024/1689 (the Artificial Intelligence Act) and with any implementing acts, harmonised standards, codes of practice or Commission guidance made under it.	**MUST**
A02	The service MUST inform the service user that they are interacting with an artificial intelligence system. That information MUST be given at or before the first interaction, in a clear and distinguishable manner, and in the language selected for the session.	**MUST**
A03	The disclosure at A02 MUST be perceivable at the point of use. Disclosure by means of a separate settings menu, terms of use, privacy notice or supporting documentation does not satisfy this requirement. The Tenderer MUST describe how the disclosure is presented and MUST be able to demonstrate it.	**MUST**
A04	The Tenderer warrants that the service will comply with A01 throughout the term, and MUST implement at its own cost any modification necessary to maintain compliance where the applicable obligations are amended, clarified or brought into effect during the term.	**MUST**
A05	The Tenderer MUST state whether it considers Article 50(1) of Regulation (EU) 2024/1689 applicable to the proposed service, with reasons, and where applicable MUST describe the marking applied to outputs.	**MUST**
A06	The device MUST carry CE marking and MUST comply with applicable product safety, electromagnetic compatibility and radio equipment requirements. The Tenderer MUST provide a declaration of conformity.	**MUST**
A07	The Tenderer MUST confirm that the proposed service is not a medical device within the meaning of Regulation (EU) 2017/745, or, if it is, MUST provide evidence of the applicable conformity assessment.	**MUST**

Implementation, Training and Support

Ref	Requirement	Priority
T01	The Tenderer MUST provide quick-reference user documentation suitable for display at point of use.	**MUST**
T02	The Tenderer MUST provide a named account contact and a documented escalation path.	**MUST**
T03	The Tenderer MUST provide technical support during, at a minimum, 08:00 to 18:00, Monday to Friday, excluding public holidays. The Tenderer MUST state the hours offered.	**MUST**
T04	The Tenderer MUST acknowledge a critical fault within 4 working hours and MUST state target resolution times by severity level.	**MUST**
T05	The Tenderer MUST replace a failed device within 2 working days of notification, at no cost to the Authority where the failure is not attributable to misuse.	**MUST**

Award Vendor Questions

Ref	Domain	Priority	Control Name
CS-VQ-001	Basic Cyber Hygiene & Training	**SHOULD**	AI Usage in Form Completion
CS-VQ-002	Basic Cyber Hygiene & Training	**SHOULD**	Anti-Malware Policy

Ref	Domain	Priority	Control Name
CS-VQ-003	Basic Cyber Hygiene & Training	**SHOULD**	Audit Logs
CS-VQ-004	Basic Cyber Hygiene & Training	**SHOULD**	Basic Training
CS-VQ-005	Basic Cyber Hygiene & Training	**SHOULD**	Encryption of End User Devices
CS-VQ-006	Basic Cyber Hygiene & Training	**SHOULD**	Enterprise Malware Protection
CS-VQ-007	Basic Cyber Hygiene & Training	**SHOULD**	Formal Patch Management Program
CS-VQ-008	Basic Cyber Hygiene & Training	**SHOULD**	Password policy training
CS-VQ-009	Basic Cyber Hygiene & Training	**SHOULD**	Patch Deployment Monitoring & Reporting
CS-VQ-010	Basic Cyber Hygiene & Training	**SHOULD**	Role-Based Security Training
CS-VQ-011	Basic Cyber Hygiene & Training	**SHOULD**	Wireless Policy and Practices
CS-VQ-012	Cryptography & Data Encryption	**SHOULD**	Encrypted Credential Stores
CS-VQ-013	Cryptography & Data Encryption	**SHOULD**	Password Manager Usage
CS-VQ-014	Human Resources Security & Access Management	**SHOULD**	3rd Party Access Control
CS-VQ-015	Human Resources Security & Access Management	**SHOULD**	Access Agreement Acknowledgement
CS-VQ-016	Human Resources Security & Access Management	**SHOULD**	Access Control Policy
CS-VQ-017	Human Resources Security & Access Management	**SHOULD**	Access Control Processes & Approval
CS-VQ-018	Human Resources Security & Access Management	**SHOULD**	Access Update on Role Change
CS-VQ-019	Human Resources Security & Access Management	**SHOULD**	Account Lifecycle Management

Ref	Domain	Priority	Control Name
CS-VQ-020	Human Resources Security & Access Management	**SHOULD**	Basic Audit Log Requirement
CS-VQ-021	Human Resources Security & Access Management	**SHOULD**	Centralised IAM & SSO
CS-VQ-022	Human Resources Security & Access Management	**SHOULD**	Firewall Rule Modification Authorization
CS-VQ-023	Human Resources Security & Access Management	**SHOULD**	Least Privilege Enforcement
CS-VQ-024	Human Resources Security & Access Management	**SHOULD**	Pre-approval of Privileged Access
CS-VQ-025	Human Resources Security & Access Management	**SHOULD**	Privileged Account Management
CS-VQ-026	Human Resources Security & Access Management	**SHOULD**	Residual Access Removal
CS-VQ-027	Human Resources Security & Access Management	**SHOULD**	User Account Ownership Verification

Award Service Questions

Ref	Domain	Priority	Control Name
CS-SQ-001	Access control & Identity Management	**SHOULD**	Password change on first login
CS-SQ-002	Access control & Identity Management	**SHOULD**	RBAC
CS-SQ-003	Data Privacy	**SHOULD**	Mandated Compliance Control Mapping
CS-SQ-004	Other basic security controls	**SHOULD**	Annual Governance Review
CS-SQ-005	Other basic security controls	**SHOULD**	Environment Isolation
CS-SQ-006	Other basic security controls	**SHOULD**	File Upload Scanning

Ref	Domain	Priority	Control Name
CS-SQ-007	Other basic security controls	**SHOULD**	No Cleartext Internal Data Flows
CS-SQ-008	Other basic security controls	**SHOULD**	Port Hardening
CS-SQ-009	Other basic security controls	**SHOULD**	Recognised Security Framework
CS-SQ-010	OWASP Top 10	**SHOULD**	Password Storage Security
CS-SQ-011	OWASP Top 10	**SHOULD**	Principle of Least Privilege
CS-SQ-012	OWASP Top 10	**SHOULD**	Secure Admin UI Access
CS-SQ-013	OWASP Top 10	**SHOULD**	Security Patch Timelines
CS-SQ-014	OWASP Top 10	**SHOULD**	Strong Authentication
CS-SQ-015	WAN Security	**SHOULD**	Secure Cookies
CS-SQ-016	WAN Security	**SHOULD**	Secure Session Management
CS-SQ-017	WAN Security	**SHOULD**	WAF

2.3 Criteria for Award

Tenders that pass the minimum requirements set out in the Qualitative Selection Criteria will be evaluated to determine which presents the most economically advantageous tender.

Tenders will be evaluated using the criteria and associated weightings outlined below.
Tender submissions must achieve a minimum of **60%** of the available marks for **each** of the award criteria detailed below. This same threshold does not apply to cost, for which there is no threshold, however submissions that score below 60% for any criterion below are eliminated from further consideration and would not be brought forward to be scored for Cost.

Criterion	Weighting	Marks	Assessed by	Response Page Limit
Language coverage and Service Assurance	**25%**	250	Written response	6 A4 pages
Implementation, Support and Reporting	**15%**	150	Written response	3 A4 pages
Demonstrated Performance and Interpretation Quality Assurance	**30%**	300	Demonstration	No Response
Sub-Criterion: *Accuracy of interpretation, including of names, addresses, dates of birth and contact numbers*	**n/a**	150		
Sub-Criterion: *Behaviour where recognition confidence is low; performance in ambient noise; latency per conversational turn*	**n/a**	75		
Sub-Criterion: *Usability by an untrained staff user, and clarity and timing of the artificial intelligence disclosure*	**n/a**	75		
Price	**30%**	300	Pricing Schedule	
Total	**100%**	1000		

Tender responses to criteria are controlled by a strict page limit. Tenderers are reminded that materials, information or data submitted in excess of the relevant page limit will be disregarded and will not be evaluated.

Tenderers must provide sufficient information under each of the headings in the Tender Response Document to demonstrate their capability Tenderers who consider any part of the criteria or instruction unclear or the Tenderer feels that it puts them at an unfair disadvantage the Tenderer must immediately raise their concern via the etenders Message facility before the queries deadline.

In relation to the **Non-Cost Criteria**, identified in the table above, tenders are proportionally ranked for scoring purposes using the scoring methodology below:

SCORING RANGE										
FAIL						PASS				
POOR			FAIR			GOOD	VERY GOOD		EXCELLENT	
0	1	2	3	4	5	6	7	8	9	10
No response or a response which completely fails to address the criterion under consideration.	A response where serious reservations exist. This may be because insufficient detail is provided, the response has fundamental flaws, is seriously inadequate or seriously lacks credibility. There is a high risk of non-delivery.		A response where reservations exist. Lacks full credibility and/or convincing detail. There is a significant risk that the response will not be successful.			A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery to an adequate standard. Does not provide sufficiently convincing assurance to award a higher score.	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.		An excellent response with very few or no weaknesses that fully meets or exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.	

Worked Example (illustrative scoring only):

If Criterion X is worth 200 Marks (20%)

- Tenderer A is awarded a 10 per the scoring range above
- Tenderer B is awarded a 8 per the scoring range above
- Tenderer C is awarded a 5 per the scoring range above

(Range Score / Range Max) x Marks Available

- Tenderer A receives 200 out of 200 for Criterion X
- Tenderer B receives 160 out of 200 for Criterion X
- Tenderer C receives 100 out of 200 for Criterion X – *this score falls below the 60% threshold and would eliminate Tenderer C from further consideration.*

The HSE does not bind itself to accept the lowest or any Tender and will not pay any compensation whatsoever in connection therewith. It reserves the right to reject in whole or in part any or all Tenders received**.**

If awarded, the HSE intends to award to the tenderer who is judged to have submitted the most economically advantageous proposal that will be assessed on the basis of the above Criteria for this Tender.

2.3.1 Cost:

Weighting for Cost (Ultimate Score): 300 Marks or 30%.

- All costs **MUST** be quoted in Euro (€) and exclusive of VAT. The prices quoted **MUST** be the best, fixed and final costs for the term of the contract inclusive of all charges and expenses incurred in the delivery of the project. Separate costs **MUST** be provided for each separate element of the project.

- No other charges unless detailed in this schedule will be entertained.

- Tenderers are required to complete the Tender Response Document and Tenderer Workbook.

Award of Marks for Cost (Ultimate Score)

The highest mark for cost is assigned to the tender with the lowest overall cost that is deemed to meet the minimum requirements identified in this document. The score assigned for cost, for all other tenders, is calculated using the following formula:

- *Lowest Valid Tender Cost / Vendor Tender Cost X Maximum Score Available*

Costs Evaluation Methodology is set out below;

- The Tenderer's score will be rounded up to two decimal places (e.g. 15.55).

- Tenders will be evaluated in accordance with the following evaluation methodology in respect of the Costs Criteria

Worked Example (illustrative scoring only):

- 300 Marks are available for this criterion
- Tenderer A bids €1,000,000;
- Tenderer B bids €2,000,000; and
- Tenderer C bids €4,000,000

$$\frac{€1,000,000}{€1,000,000} \times 300 = 300 \text{ (Tenderer A)}$$

$$\frac{€1,000,000}{€2,000,000} \times 300 = 150 \text{ (Tenderer B)}$$

$$\frac{€1,000,000}{€4,000,000} \times 300 = 75 \text{ (Tenderer C)}$$

Note: Tenderers should note that the figures provided in the Invitation to Tender document are indicative only, and HSE makes no commitment to any level of business as a result of this tender competition.

SECTION 3: APPENDICES

APPENDIX A: INSTRUCTIONS TO TENDERERS

*Please refer also to the **HSE Tender Competition Rules** provided as part of the tender documentation which applies to this competition, and the Tender Response Document*.

1. Sufficiency & Accuracy of Tender
Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of this Tender.

2. Documents - Ambiguity, Discrepancy, Error, Omission
Where Tenderers consider that they are missing any documents which would prevent the submission of a comprehensive Tender please contact the HSE Procurement point of contact as soon as possible via the Message facility on the etenders website.

Tenderers are required to inform the HSE of any ambiguity, discrepancy or error in the Tender Documents. The HSE shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission.

3. Closing Date and Time for Receipt of Tenders is stated on the cover page of this document.

4 Queries
All queries regarding this Tender must be submitted in writing only. Queries must be in question format and must be submitted by the Messaging facility on the etenders website only, **www.etenders.gov.ie** . Responses will be circulated to those Tenderers that have registered an interest in this notice on the Irish Government Procurement Opportunities Portal, www.etenders.gov.ie. The details of the person making a query will not be disclosed when circulating the response.

All queries must be submitted before **the Queries Deadline stated on the cover of this document** to enable issue of responses to all interested parties

5. Qualification of Tenders
Qualified or conditional Tenders may be deemed invalid.

6. Tenders Submissions
The completed Tenders shall be submitted by **uploading to the ePostBox on the Contract Notice published on the etenders website, www.etenders.gov.ie** . Tenders submitted by any other means will not be accepted.

The Tenderer is fully responsible for the safe and timely delivery of the Tender.

Emailed, faxed or late Tenders cannot be considered.

7. Extension of Closing Date Period
The HSE reserves the right, at its sole discretion, to extend the closing date for receipt of Tenders by giving notice in writing to Tenderers via www.etenders.gov.ie before the original closing date.

8. Modifications to Tenders prior to the Closing Date for Receipt of submissions
Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted via the ePostBox facility before the closing date for receipt of submissions. Any modifications received after the closing time for receipt of Tender will be disregarded and will not form part of the evaluation process.

9. Cost of Preparation of Tender
The HSE will not be liable for any costs incurred by Tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the Tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation.

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

11. Currency
Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

12. Confidentiality
The distribution of the attached documents is for the sole purpose of obtaining Tenders. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the Tender process as private and confidential.

13. Conflict of Interest
Any conflict of interest involving a Tenderer (or Tenderers in the event of a consortium bid) must be fully disclosed to the HSE. Any declarable interest involving the Tenderer/employees of the HSE, or their relatives must be fully disclosed in the response to this competition. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

14. Freedom of Information Act
Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to the HSE's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The Tenderer will agree that, should it wish any confidential information supplied by it to the HSE not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. The HSE will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, the HSE will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with the HSE or as set out in the Freedom of Information Act 2014.

15. Tax Clearance
Tenderers must be tax compliant and comply with all revenue legislation including but not confined to tax clearance, VAT and PAYE employer issues, available to download on the Revenue website: www.revenue.ie.

16. Irish Legislation
Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful Tenderer.

17. Confidentiality of Evaluation
After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

18. Clarification of Tenders
The HSE may ask Tenderers for clarification of their Tender, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected Tenderers/Tenderers may be invited to attend clarification meetings with the HSE.

19. Correction of Errors of Tenders
Where there is a discrepancy between the priced electronic copy of a Tender and an un-priced electronic copy of a tender, the priced electronic copy of a Tender will take precedence.

Where there is a discrepancy between amounts in figures and words, the amount in words shall apply.

Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price will normally govern.

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

The above procedure shall be binding upon the Tenderer and a Tenderer not accepting the correction of their tender as described above shall have their tender rejected.

20. Change in the Composition of a Tenderer
The HSE reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

21. Interference
Any effort by the Tenderer to unduly influence the HSE, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their Tender/tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

22. Inducements to Purchase
The HSE shall be entitled to terminate any contract and to recover from the service provider the amount of any loss resulting from such termination in the following circumstances:

I. if the Tenderer has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with the HSE, or showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Client, or
II. if like acts have been done by any other person employed by the Tenderer or acting on its behalf (whether with or without the knowledge of the Tenderer).

23. Notification of Tender
Following the assessment process all Tenderers will be informed formally of the outcome.

24. Award to runner up
If for any reason it is not possible to award the contract to the designated successful Tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful Tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring Tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

25. Consortia and Prime/Subcontractors
Where a group of undertakings submit a Tender/tender in response to this contract notice the Contracting Authority will deal with all matters relating to this public procurement competition through the entity which will carry overall responsibility for the performance of the contract only (“Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
b. The names of all subcontractors and/or consortium members who will be involved in the provision of the contract;
c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and
d. The name, title, telephone number, postal address, and e-mail address of the nominated contact person authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any other subcontractor and/or consortium member) will not be accepted, acknowledged or responded to.

Tenderers should note that the information contained in this document is not exhaustive and is without prejudice to the applicable national and EU law.

26. Document Precedence

The HSE Tender Competition Rules appt to this competition as modified by this ITT. Where this ITT and the Tender Competition Rules conflict, or are inconsistent, this ITT prevails. Where the Tender Documents and the executed Contract conflicts the Contract prevails.

APPENDIX B

TENDER LEGAL REQUIREMENTS, GARDA VETTING REQUIREMENTS AND CHILDREN FIRST ACT REQUIREMENTS

1.1. The Service Provider shall, in performing the Contract, comply with all Legal Requirements and ensure that the Service Provider's People comply with all Legal Requirements.

1.2. In addition to the requirement that the Service Provider ensure that the Service Provider's People comply with all Legal Requirements; the Service Provider shall ensure that the Service Provider's People comply with: (i) Garda vetting requirements and, (ii) the Children First Act 2015 (the "**Children First Act**") requirements described respectively in sub-clauses 1.2.1 to 1.2.4 below:

1.2.1. Prior to engaging in relevant work for the HSE, "*relevant organisations*" as per the *National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016* are required to ensure that their employees are appropriately vetted directly through the National Vetting Bureau ("**NVB**"); non "*relevant"* organisations are required to ensure that their employees are appropriately vetted by the NVB via the Garda Vetting Liaison Office (GVLO) of the HSE only;

1.2.2. Where any of the Service Provider's People carry out any work or activity, a necessary and regular part of which consists mainly of the Service Provider's People having access to, or contact with children in any of the types of establishments listed in Schedule 1 of the Children First Act (which for the avoidance of doubt includes any hospital, hospice, health care centre or other centre which receives, treats or otherwise provides physical or mental health services to children), the services provided by the Service Provider shall be regarded as "*Relevant Services*" for the purposes of the Children's First Act and the Contractor shall comply with all applicable obligations arising under the Children First Act and the Children First National Guidance for the Protection and Welfare of Children 2017.

1.2.3. Where Clause 1.2.2 is applicable, the Service Provider shall:

1.2.3.1 carry out a Child Safeguarding Risk Assessment in accordance with Section 11 (1) and (2) of the Children First Act;

1.2.3.2 ensure a Child Safeguarding Statement (reviewed in last 24 months) is in place, is displayed in a prominent place and is furnished to all staff, as per Section 11 (3-10) of the Children First Act;

1.2.3.3 ensure that a procedure for maintaining a list of "Mandated Persons" (as per Schedule 2 of the Children First Act) is in place;

1.2.3.4 ensure that "Mandated Persons" (as per Schedule 2 of the Children First Act) have been identified and informed of their role;

1.2.3.5 ensure that a child protection & welfare policy is in place;

1.2.3.6 ensure that all staff and relevant volunteers have completed the HSE e-learning module "An Introduction to Children First"; and

1.2.3.7 ensure that the HSE children first implementation and compliance self-audit checklist has been completed and is available on request.

1.2.4. Without prejudice to Clause 1.2.2 above, upon request from the HSE, the Service Provider shall, irrespective of whether the Services it provides are regarded as "Relevant Services" within the meaning of the Children First Act, provide reasonable assistance to the HSE so that the HSE can undertake appropriate risk assessments and put in place appropriate controls to safeguard children from harm as part of the HSE's Child Safeguarding Risk Assessment and Child Safeguarding Statement, which controls may include requiring the Service Provider's people to be Garda Vetted in accordance with Clause 1.1.1 above, undertake assigned Children First training and adhere to applicable HSE Child Protection and Welfare policies (as applicable).

APPENDIX C – CONDITIONS OF CONTRACT

1. Conditions of Contract

1.1. A contract for the Services will be provided to Tenderers as part of this procurement process.

1.2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. No communication by the Contracting Authority shall give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Procurement Process at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority.

1.3. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in the Tender Documents. No reliance will be placed on any information or statements contained in the Tender Documents, and no representation or warranty, expressed or implied, is or will be made in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in the Tender Documents will be construed as legal, financial, technical or tax advice. Without prejudice to the foregoing, neither HSE nor its professional advisors will have any liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements made in the Tender Documents or for the reasonableness of any assumption made therein. HSE and its professional advisors will not incur any liability or responsibility arising out of, or in respect of, the issue of the Tender Documents or any tender process (referred to here as the "Tender Process").

1.4. Tenderers will inform themselves of and will observe any applicable legal requirements.

1.5. Nothing contained in the Tender Documents is, or will be relied upon as, a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the goods or services nor be used in construing any such contract. No legal relationship or other obligation will arise between a Tenderer and HSE unless and until a contract has been formally executed in writing by HSE and the successful Tenderer(s) and any conditions precedent have been fulfilled. HSE, its professional advisors, and other consultants, contractors, servants and/or agents do not accept any responsibility for the legality, validity, enforceability or effectiveness of any document.

1.6. HSE shall be entitled to retain a copy of all Tenders received and shall otherwise be entitled to dispose of any remaining copies of Tenders in accordance with law.

1.7. Tenderers will be advised in the Tender Documents where specific conditions of contract will apply to amend and/or supplement the HSE's Standard Terms for Services and Supplies.

1.8. Any reference in the Tender Documents to the "Contract" shall be taken to mean the HSE's Standard Terms for Services and Supplies (as the same may be amended or supplemented by HSE) the Tender and any other document, which at the discretion of HSE, should form part of the Contract.

1.9. Scope of Supply

Term: The term of the Contract will be specified in the Tender Documents. Please note that the HSE may decide to extend the term of the Contract and further details in this regard will be set out in the Tender Documents. The HSE reserves the right to extend the Contract to include similar goods and services. The HSE reserves the right to direct a successful Tenderer, service provider or Tenderer to provide services or supplies procured by HSE to members of the HSE Group. Reference here to the "HSE Group" means all bodies corporate, statutory corporations, hospitals, partnerships, unincorporated associations, charities and other entities operating as part of the Irish primary care service and funded in any way directly or indirectly by HSE or other public funding sources or any local, national or supra-national government or regulatory authority, as well as any employees or contractors

of any of the foregoing and any other persons or hospitals assisting in the provision of the Irish primary care service.

1.10. Price Basis

Unless otherwise stated in the Tender Documents a fixed price contract is required. Tenderers shall complete a schedule of prices in accordance with the requirements stated in the Invitation to Tender. Prices must be inclusive of delivery and all other charges but exclusive of VAT and expressed in Euros. In this respect, please note that HSE will not bear foreign currency fluctuation risk in fixed price contract tenders.

Tenderers must clearly state the applicable VAT rate or rates associated with the product, supply or service (and the relevant part of the product, supply, or service to which the VAT rate applies).

The HSE reserves the right, for example for contracts with a term exceeding twelve months or where Tenderers have linked the price quoted, or a percentage thereof, to a recognised index (e.g. the Consumer Price Index of Ireland) to take steps to ensure that all prices submitted by Tenderers are capable of review on a like for like basis and to take this into account in the evaluation of Tenders.

Where applicable, details of any price review mechanisms will be included in the Contract. Notwithstanding the terms of the Contract, the HSE reserves the right to initiate a price review at any time during the term of the Contract and to benchmark prices against other Tenderers or service providers in the market. Tenderers should note that price reviews are not intended to occur more than once in any one year of the Contract, subject to the discretion of HSE.

1.11. Confidentiality of Information Obtained in the Course of Service Delivery

The Contractor acknowledges that, in the course of performing the Services, its employees or agents may become aware of, or come into possession of, information relating to patients, service users, staff or the operations of the HSE. Such information is confidential and may include personal data and special category data within the meaning of the General Data Protection Regulation (EU) 2016/679 and the Data Protection Acts 1988–2018.

The Contractor shall:

- Treat all such information as strictly confidential and shall not copy, retain, disclose, or make use of it for any purpose other than the performance of the Services;
- Ensure that all staff engaged in providing the Services are made aware of, and comply with, these confidentiality obligations;
- Immediately (and in any case within 24 hours) report to the HSE any incident where confidential information, including any patient or staff document or record, is found, lost, damaged, or accidentally mixed with vendor items;
- Securely return any such material to the HSE without delay and cooperate fully in any related investigation;
- Implement appropriate technical and organisational measures to protect against unauthorised access, loss, or disclosure of information.

Breach of this clause shall be regarded as a serious breach of contract and may result in termination of the Contract and/or referral to the relevant regulatory authorities.

1.12. Quantity

Unless otherwise stated in the Tender Documents any quantities shown are only estimates of total requirements during the term of the Contract and orders will be issued to meet actual requirements during the term of the Contract. Tenderers should note that the figures provided in the Invitation to Tender document are indicative only, and HSE makes no commitment to any level of business as a result of this tender competition.

1.13. Insurance

The successful Tenderer shall be required to hold for the Term of the Contract the following insurances:

Type of Insurance	Indemnity Limit	Basis
Employers Liability	€12.7m	Any one claim or series of claims arising out of a single occurrence.
Public Liability	€6.5m	Any one claim or series of claims arising out of a single occurrence.
Products Liability	€6.5m	Any one occurrence and in the aggregate per insurance year
Professional Indemnity	€1m	Aggregate per insurance year
Cyber	€1m	Aggregate per insurance year

APPENDIX D: TENDERER WORKBOOK
Provided as an attachment

APPENDIX E: DECLARATION AS TO PERSONAL CIRCUMSTANCES OF THE TENDERER

Provided as an attachment.

Only required by the successful tenderer at contract signing stage. Provided for visibility purposes only. Tenderers may provide the Declaration as to Personal Circumstances with their submission, but it is not a requirement at this time.

APPENDIX F: EXAMPLE DEMONSTRATION SCENARIO SCRIPT

The Authority reserves the right to amend or add phrases for interpretation to suit business or operational requirements ahead of the demonstration. The below phrases are provided for understanding and context only and do not pertain to represent a definitive list of phrases employed to test devices. All devices will be tested against the same list of phrases once finalized.

The scenario script is for evaluation purposes only. Some phrases contain clinical or procedural terminology to test accuracy under realistic linguistic load. Their inclusion does not indicate that the Service is suitable for, or will be used for clinical assessment, disclosure of risk, mental health discussion or obtaining consent. Those interactions remain subject to the Limitations of Use and the HSE National Consent Policy, and a professional interpreter, face to face or remote, may be engaged as clinically appropriate.

Date:
Source Language:
Native speaker: Yes/No (if no, indicate native language _____)
Target Language:
Native speaker: Yes/No

	Accuracy of Transcription	Accuracy of Interpretation
Hello. In order to gather some health information, I have some questions today , shall we begin ?		
What is your name?		
What is your date of birth		
Can you explain any pain you are experiencing ?		
To remove any ear wax, I am going to use microsuction which works like a little hoover you will not experience any pain ,		
I am going to use a numbing agent., it is a small spray into the nose		
Have you attended your GP OR HOPSITAL for any reason recently , or regularly ?		
Do you take any medication for any health concerns ?		
Have you noticed any difficulty swallowing liquids or solids?		
Is there a family history of vertigo?		
Sometimes surgery has risks , facial nerve palsy affecting movement of the facial muscles on one side is rare but possible side effect		
Do you have any known allergies? Now or in the past ?		
Since your last visit ,have there been any changes in your general health,		

	Accuracy of Transcription	Accuracy of Interpretation
Have you seen the Dr for any recent infections ?		
Are you aware of any major health concerns such as heart issues, risk of clots or a recent stroke?		
Do you currently take medication called warfarin tablets?		
What anti-coagulants are you currently taking?		
How many days of the week do you take part in physical activity or exercise?		
Are you driving today? How did you get to todays apt ?		
Can you tell me a bit about what brings you here today?		
How long have you been feeling this way		
How has your mood been? How is your sleep?		
Are you taking any medication for your mental health?		
How do you usually cope with a problem?		

APPENDIX G: HSE GDPR QUESTIONNAIRE
Provided as an attachment.

APPENDIX H: HSE SERVICE PROVIDER DPA
Provided as an attachment.

APPENDIX I: HSE TENDER COMPETITION RULES
Provided as an attachment.
For reference.

APPENDIX J: HSE SERVICE AGREEMENT FOR DIGITAL SOLUTIONS
Provided as an attachment.
For reference.

APPENDIX K: ESPD GUIDE
Provided as an attachment.
For reference.