Asiera
Advancing Services for Irish Education, Research & Academia

Dynamic Purchasing System

for the provision of

Research Data Management (RDM) Tools, Support, Maintenance and Associated Services

Admission Information

Version	Date	Summary of changes
1.0	26.05.2026	Initial Release
2.0	10.11.2026	Update to 2.3 ESPD Gronds for Exclusion

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1. General

1.1 Introduction

This document contains the Admission Guidelines for the Asiera Dynamic Purchasing System for the provision of Research Data Management Tools, Support, Maintenance and Associated Services. Subject to satisfying qualification criteria, the Dynamic Purchasing System (DPS) enables admitted Economic Operators (hereafter referred to as 'Interested Parties') to submit proposals to a large number of educational institutions in Ireland.

In case there is ambiguity of terms, please do not hesitate to send us your questions if there is anything that needs to be clarified.

Terms	Definitions
Admission Procedure	means the admission procedure laid out in section 2 of the Admission Information document.
Contracting Authority	can be Asiera, or the Asiera member institutions and customers, who publish Call for Tenders under the DPS. These are the Participants.
Economic Operator	**Interested Party** means the supplier submitting an application to join the DPS. **Candidate** means when the Interested Party has been admitted into the DPS. **Tenderer** means the Candidate who is invited to competition and submits a tender. **Contractor** means the Tenderer who is awarded a Services Contract under the DPS.
Participant	means Asiera, its member institutions and customers. The current list of members is available here.
Personal Data	has the meaning given under the Data Protection Laws.
Processing	has the meaning given under the Data Protection Laws.
Request for Admission	means the request made by an Interested Party/supplier/economic operator to join the DPS.
Services Contract	means Annex 4 - Services Contract as set out at 1.7.1 Applicable Terms and Conditions of the DPS Admission Information.
Tender	means the second step of the Dynamic Purchasing System procedure that is carried out after the Admission Procedure, in which Participants can post Calls for Tender, to which Candidates can respond by submitting a Tender bid.

1.2 The roles of Asiera and the Participants

Asiera is Ireland's national education and research network. One of Asiera's key tasks is to source ICT products and services on behalf of Irish educational and research institutions, subject to the best possible terms and conditions. For more detailed information, please visit the Asiera website.

This DPS has been prepared by Asiera CLG for use by Asiera and its member institutions listed here (hereafter referred to as 'Participants').

Asiera decides whether or not to admit Interested Parties to the DPS. All Participants issue Call for Tenders and award Services Contract(s) using the processes and technical resources made available by Asiera.

1.3 Purpose of the DPS

1.3.1 Purpose

A Dynamic Purchasing System (DPS) is an electronic system hosted on the eTenders procurement platform used by a Contracting Authority to purchase goods, works or services. Unlike a traditional framework, suppliers can apply to join (qualify) at any time during the lifetime of the DPS.

The purpose of this DPS is for Participants to purchase Research Data Management Tools, Support, Maintenance and Associated Services on demand. This means that each Participant may purchase Research Data Management tools and support services as and when they are required.

There are two stages to the DPS:

Stage 1 – Admission Procedure (Qualifying Stage)

This is the first step. Interested Parties who submit a Request for Admission to the DPS and meet the qualification criteria following evaluation are admitted to the DPS. Interested Parties admitted to the DPS will be added to the categories for all that are applied for and for which the qualifying criteria have been met.

Admission requests are processed by Asiera on behalf of the Participants. Interested Parties receive notification of admission or rejection.

Stage 2 – Tender Procedure (Tender Competition Stage)

During this second step, Interested Parties admitted to the DPS are now referred to as Candidates and are free to participate in mini competitions for the award of a specific contract(s) by Participant(s).

If a Participant publishes a Call for Tender in the DPS, all Candidates admitted shall receive an invitation to submit a Tender. The Tenderer whose bid scores best against the Award Criteria will be awarded a Services Contract.

Interested Parties can submit a Request for Admission during the entire operating lifetime of the

DPS and, after admission, submit Tenders for Call for Tenders (mini competitions).

However, submitting a Request for Admission in response to a Call for Tender that has already been published on eTenders is not permitted.

Only Interested Parties who have already been admitted to the DPS, i.e. Candidates, prior to the Call for Tender on eTenders will be invited to participate.

1.3.2 Benefits

Below are some benefits to using the DPS.

For Participants:

- Faster process – short lead time between the Call for Tender and the award of the Contract
- Cost savings
- Stable, high-quality, future-proof, user-friendly solutions

Several Participants may optionally participate as a buyer group. Where applicable, this is communicated to all Interested Parties via Call for Tender.

In each Call for Tender, the Participant(s) will identify the expected value for money (target price/quality ratio) as it relates to the specific Call for Tender.

For Interested Parties:

- Faster process – short lead time between the Call for Tender and the award of the Contract
- Interested Parties can apply at any time during the operating lifetime of the DPS
- Interested Parties who do not match the qualification criteria first time around may reapply

1.4 Scope of the DPS

This DPS is for the provision of Research Data Management Tools, Support, Maintenance and Associated Services.

The solution offered as part of any service may include licensing, maintenance, technical support, implementation support and other professional services.

For clarity, Research Grant Management/Current Research Information Systems are not in scope for this DPS.

1.5 Eligibility Requirements

Interested Parties requesting admission to the DPS will be assessed on the following eligibility requirements. If Interested Parties do not meet the applicable eligibility requirements, they will not

be admitted to the DPS.

Interested Parties must provide responses to each of the below as set out in the DPS Qualification Questionnaire and where applicable upload required documentation via e-tenders.

1.5.1 Economic and Financial Standing

NOTE:

Interested Parties may also satisfy the Economic and Financial Standing Criteria by submitting a European Single Procurement Document (ESPD) completed in accordance with EU Regulation 2016/7.

Where the Interested Party is unable, for a valid reason, to provide the specified documentation per 1.5.1 iv. below, the Interested Party must inform Asiera of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove to the satisfaction of Asiera, their economic and financial capacity.

i. EU Declaration Form / Article 57 Declaration

Interested Parties must complete and sign the EU Declaration Form/ ESPD form on eTenders confirming if any of the situations listed in Article 57 of the Public Sector Directive 2014/24/EU and Reg 57 of S.I. 284 of 2016 applies to the tenderer. Interested Parties may be excluded from participation based on the responses made in the declaration.

ii. Statutory Obligations Declaration

Interested Parties must complete and sign the Statutory Obligations Declaration Form on eTenders. Interested Parties may be excluded from participation based on the responses made in the declaration.

iii. Tax Clearance Certificate – Self Declaration

Interested Parties must confirm and declare the company has a current and valid Tax Clearance certificate in place and that its tax affairs are in order.

The Contracting Authority can verify your Tax Clearance status through Revenue's online facility here.

Interested Parties must confirm:

- the company grants the Contracting Authority permission to verify its Tax Clearance position online
- the company Registration Number *(as shown in Tax Clearance Cert.)* ***or*** Tax Clearance Access Number
- the company Certificate Number *(as shown in Tax Clearance Cert.)* ***or*** Tax Reference Number

OR

- confirm that the company has applied for a Tax Clearance Certificate which will be made available on request.

iv. Turnover – Self Declaration

Interested Parties must confirm:

- that turnover exceeded €300,000 in each of the last three financial years, or pro-rata if more recently established.

v. Bank Details – Self Declaration

Interested Parties must confirm:

- that the company holds a bank account and that it is presently in good standing with their bank.
- confirm that the company will submit bank details (bank name and branch, and details of main contact) on request at any time.

vi. Insurances

Interested Parties must submit a statement confirming that the company has the following insurances in place:

Type of Insurance	Indemnity limit
Employer's liability	€12.7 million
Public liability	€6.5 million
Professional indemnity	€6.5 million
Product liability	€6.5 million
Cyber security insurance	€1 million

OR

must submit a statement confirming that should the company be awarded the contract, it is willing and able to raise its insurance cover to these levels (in cases where the existing cover levels are lower) and that it will maintain these levels for the duration of the contract.

1.5.2 General Data Processing Regulation Compliance

Interested Parties must be compliant with Irish and EU laws in relation to the processing of data. Data is to be hosted in the EU/EEA or in a country with an adequacy decision from the European Commission.

1.5.3 Social and Environmental / Green Commitment

Interested Parties must submit a statement via eTenders describing their organisation's policies and practices in relation to social and environmental matters and include how these are monitored.

The statement of commitment to social and environmental best practice could include, for

example, the following:

- Reduction of energy consumption
- Usage of energy generated from renewable sources

1.5.4 Requirements for Service Level Standards

Interested Parties must confirm that they can provide a support option for Monday – Friday 09:00 to 17:00 support.

1.5.5 Technical and Professional Proficiency

The solution offered as part of any service may include maintenance, technical support and/or implementation of the software/hardware required to provide the required services.

(a) References

Interested Parties must provide evidence of three customers for whom they have delivered similar services. At least one customer must be from the education sector. Details must include:

- names, addresses and telephone numbers
- a brief outline of their level of involvement with the reference site:
    - what services were provided
    - a brief description of the project
    - number of staff involved
    - duration of contract

Asiera will only contact any or all referees with prior notice given to the Interested Party. The information provided will be treated in the strictest confidence.

(b) ISO or Equivalent Accreditation

Interested Parties must demonstrate accreditation under ISO 27001 or equivalent.

1.5.6 Solution Capability and Tool Types

Interested Parties must confirm the solution requirements below.

(a) RDM Capabilities

The RDM Service must have the following capabilities:

- Redundancy
- Scalability
- User management and authentication
- Role based access control (RBAC)
- Version control
- Audit Trails
- Ability to integrate with other Research Data management tools

(b) Research Data Management Tool Types

Interested parties must confirm their ability to deliver at least one of the tool types listed below.

- Analysis and Workflow Tools
- Data Management Planning Tools
- Data Repository Platforms
- Data Preservation Tools
- Electronic Lab Notebooks

(c) Professional Services

The Interested Party should be capable of providing professionals with the necessary skill sets and experience to meet the needs of the Participants.

The services should be available on the below basis:

- Single days as needed ("ad-hoc"),
- A bundle of days upfront (e.g., buying 10 days at once), or
- A retainer (paying to reserve availability for a certain number of days)

1.5.7 Services Contract

Interested Party agrees in advance to the Services Contract terms as per 1.6 below.

1.6 Applicable Terms and Conditions

Services Contract Terms

The Contract(s) awarded via the DPS are subject to the Appendix 4 – Services Contract terms. By registering for the DPS, the Interested Party agrees in advance to the Services Contract terms.

At the mini competition stage, the Participant shall:

- indicate terms for any clauses in the Appendix 4 – Services Contract that are currently without specified conditions (highlighted in yellow); and/or
- introduce additional, amended, or substitute contractual terms to the Appendix 4 – Services Contract terms; or
- propose their own contract, which, shall supersede and replace the Appendix 4 – Services Contract

In such circumstances, each Interested Party will be given the opportunity to tender or decline, depending on whether they accept the Participant's proposed terms or contract.

The term of each service contract(s) shall be outlined at mini competition stage but shall not in any event exceed ten (10) years including extensions. To clarify, this does not mean services contracts will be for ten (10) years, rather, the maximum possible length is ten (10) years which takes into account any extensions.

1.7 Estimated Value

The total value during the operating lifetime of the DPS, for all Participants, is estimated at €20 million over 4 years, excluding VAT.

It is emphasised, however, there is no guarantee that expenditure will reach this level.

1.8 Operational lifetime of the DPS

The DPS will be set up initially for four years and can be continued (or prematurely discontinued) by making an appropriate announcement via:

- eTenders
- sending a notification to the Interested Parties within eTenders
- Asiera's website

1.9 Schedule

An ***indicative*** time schedule for setting up and operating the DPS is shown below. Any adjustments to this schedule will be published via eTenders.

The finalised schedule will be published on eTenders and prevails over the schedule shown here. It is expressly the case that no rights may be derived from the schedule below.

Action	Date & Time (local Irish time)
DPS Release	Tuesday, May 26, 2026, at 15:00
Closing date for the submission of questions, answers and/or comments	Friday, June 5, 2026, at 15:00
Initial Closing Date for Requests for Admission	Thursday, June 25, 2026, at 15:00
Confirmation to Interested Parties regarding admissions from DPS Release to Initial Closing Date for Requests for Admission	Up to 15 working days of close
Start of DPS and Tendering Procedure	Thursday, June 25, 2026, at 15:00
Timeline for confirmation to Interested Parties regarding Requests for Admission following reopening date above	Within 10 working days of receipt of admittance submission to DPS.
DPS Duration	4 years (with opportunity to extend)

1.10 Procurement Platform

The eTenders procurement platform will be used for the DPS.

All communication, such as making Procurement Documents available, submitting your Request for Admission and submitting your Tender bid for Request for Tender, takes place exclusively via this platform.

2. Admission Procedure

2.1 Response Requirements

Below is the list of documents that need to be reviewed or completed and returned via eTenders.

Document Type	Document Name and Description	Action for Interested Parties
DPS Admission Qualification Questionnaire	**Admission_Qualification_Questionnaire_ DPS_RDM_V2.docx** This is an online document available on eTenders.	Download from eTenders, complete and re-upload to eTenders. Answers to Eligibility Requirements are inputted here.
ESPD Form	**ESPD_V2.Docx** This is a form available on eTenders which is part of the DPS Qualification Questionnaire. It exists as a standalone document. See 2.2 below for more detail.	Download from eTenders, complete and re-upload to eTenders.
Appendix 4: Services Contract	**Appendix4_Services_Contract_DPS_RDM_V2 .pdf** At the mini competition stage, the Participant shall: • indicate terms for any clauses in the Appendix 4 – Services Contract that are currently without specified conditions (highlighted in yellow); and/or • introduce additional, amended, or substitute contractual terms to the Appendix 4 – Services Contract terms; or • propose their own contract, which, shall supersede and replace the Appendix 4 – Services Contract.	Review and acknowledge acceptance in **DPS Admission Qualification Questionnaire 1.5.7**

2.2 EU Declaration Form / ESPD (European Single Procurement Document)

Interested Parties can submit a Request for Admission by completing the process on eTenders and uploading the requested documents, as outlined above in 2.1. The EU Declaration Form / ESPD is set out on eTenders. The replies and documents submitted must be written in English. Interested Parties can review the eligibility requirements in section 1.5 and ESPD Grounds for Exclusion section 2.3 of this document.

The EU Declaration Form / ESPD must be signed by an authorised representative of the Interested Party, whose signatory authority must be demonstrated based on the professional or trade register of the country in which the Interested Party is established.

2.3 ESPD Grounds for Exclusion

Interested Parties may be excluded from admission to the DPS pursuant to mandatory grounds for exclusion.

The European Single Procurement Document (ESPD) sets out the mandatory grounds for exclusion and the optional grounds for exclusion that apply to admission to the DPS. Interested Parties complete the ESPD as a self-declaration and submit it as part of your Request for Admission.

If it is found at any time that the information provided in the ESPD and in any other documentary evidence that has been requested is incorrect, the Interested Party may be excluded from further participation in the DPS. If, after signing a Contract, it is found that the information provided in the ESPD is incorrect, the Contract in question may be terminated.

Furthermore, an Interested Party will be excluded from admission to the DPS when it does not accept the Appendix 4 – Services Contract.

2.4 Registering, solely or with other Economic Operators

An Interested Party can register in three ways:

1. Solely
2. As Main Contractor, with Subcontractor(s)
3. As a Group

Situation 1 speaks for itself.

In the case of situation 2 – Interested Parties may be required to provide details of the Subcontractor with which they are registering during the Tender Procedure. Interested Parties can register with a Subcontractor beforehand at the Request for Admission stage, but, if they prefer, Interested Parties can delay indicating the identity of their Subcontractor until the Tender Procedure.

In the case of situation 3 – two or more Economic Operators will be registered together (a Group). Taking this approach means that all Interested Parties belonging to this Group accept joint liability for the fulfilment of the obligations that arise from the Request for Admission and Call for Tender, and from the execution of any Services Contract. The submission must also state which Economic Operator heads up the Group and will act as the coordinator and responsible authorised representative with regard to Asiera and the Participants. Tenderers can only register as a Group if they have previously made a joint Request for Admission as a Group.

While an Interested Party may act as a Subcontractor for an unlimited number of main Interested Parties, it may not also submit a Request for Admission and Tender bid independently or as part of a Group.

If, after admission, a Candidate still wishes to tender with another party in response to a Call for Tender set out in the DPS, it may do so. The Candidate must then indicate in its Tender which form of cooperation applies (2 or 3). In the case of option 2, the Candidate indicates in its Tender bid which part of the services are subcontracted and to which Subcontractor.

2.5 Assessing Requests for Admission

2.5.1 Request for Admission Stage

When a Request for Admission is submitted, Asiera will assess, on behalf of the Participants, whether each of the following conditions have been met:

- the Request for Admission has been submitted fully and correctly via eTenders
- no reason for exclusion applies, in accordance with Directive 2014/24/EU

2.5.2 Evaluation Stage

Once the above conditions have been met, applications are evaluated against the eligibility requirements set out at 1.5. This will result in one of two outcomes:

1) If the application **meets the requirements**, the Interested Party will be admitted to the DPS and will be notified accordingly via eTenders.

   All qualified Interested Parties (''Candidates'') in the DPS will be invited to participate in future competitions, by Participants.

2) If the application **does not meet the requirements**, the Interested Party will not be admitted to the DPS and will be notified accordingly via eTenders.

   There will be an opportunity to re-apply for admittance onto the DPS at any stage should the Interested Party be able to demonstrate that the requirements can be met.

Within 10 days of receipt of the Request for Admission, the Interested Party will receive confirmation of admission to the DPS via eTenders, or if unsuccessful, a rejection providing reasons why.

2.6 Term of Admission

Admission of an Interested Party to the DPS remains valid for the entire operating lifetime of the DPS, provided the Interested Party continues to meet the set requirements.

During the operating lifetime of the system, Asiera and the Participants are entitled to request an updated self-declaration (European Single Procurement Document) from Interested Parties.

2.7 Period during which a Request for Admission is possible

An Interested Party may submit a Request for Admission both during the Admission Procedure and during the Tendering Procedure of the DPS.

If the Interested Party is not admitted, it may submit a Request for Admission again if the reason for refusing the admission of the Interested Party no longer applies.

If an Interested Party submits a Request for Admission during the operating lifetime of the DPS, it shall not be invited (retrospectively) to submit a Tender for open Request for Tenders that were published prior to the Interested Party's admission.

2.8 Questions and Information Notice

If you are considering submitting a Request for Admission to the DPS, you may ask any questions you deem necessary to correctly interpret the Admission Guidelines and other procurement documents, and to submit a complete Request for Admission. Furthermore, with your questions, you may also submit proposals for improvement and any comments regarding contradictions or inaccuracies in these documents that you may have discovered or draw our attention to any alleged illegalities or irregularities.

- If you fail to inform Asiera of possible contradictions, inaccuracies, illegalities, or irregularities, no later than ten calendar days before the closing date of a Call for Tender, any other (subsequent) claim you make against the alleged illegality, or regularity will not be admissible. This also applies to questions you may have in respect of Requests for Tender, unless a different term is stated in the Call for Tender in question.
- The questions and comments must be clearly formulated, written in English and can only be submitted via eTenders.
- Questions can be asked during the entire operating lifetime of the DPS.
- If changes are adopted in the relevant procurement documents, the Contracting Authorities will make the amended document available via eTenders.
- In the event of questions, proposed amendments and reported inaccuracies or irregularities, an Information Notice will be drawn up that contains the Economic Operators' anonymous questions and the Contracting Authorities' answers. The Information Notice containing questions relating to admission shall remain available on eTenders during the operating lifetime of the DPS.

- Following publication on eTenders, the Information Notice becomes an integral part of the procurement documents. The information set out in the Information Notice prevails over the provisions in the procurement documents. Furthermore, an Information Notice that is published subsequently also prevails over an Information Notice published on an earlier date.
- Information given is only binding if and in so far as it is recorded in an Information Notice. Commitments made or information provided verbally or in separate written documents have no legal validity at all.

2.9 Vendor file

When an Interested Party is admitted to the DPS, all documents submitted by that Interested Party shall be kept in a vendor file. This includes the following documents:

- self-declaration (European Single Procurement Document)
- the evidence and proofs requested within the European Single Procurement Document and the eligibility criteria
- updates of the items of documentary evidence that are valid during the operating lifetime of the DPS
- the Interested Party's standard contract, including annexes

If the validity of a document expires, the Candidate (Interested Party) will receive notification that an updated document must be uploaded.

3. Tender Procedure

3.1 Call for Tender

This section provides a general description of the Tender Procedure. In the Call for Tender, the requirements are worked out in detail. Admitted Candidates that wish to submit a Tender bid are therefore advised to thoroughly read the Call for Tender of the Participant in question.

3.1.1 Formal Requirements

The Tender bid must comply with a number of general rules and must also be submitted with all the information requested. If the Tenderer submits an incomplete or unclear Tender bid, it runs the risk of its Tender not being considered. The formal requirements are stated in the Call for Tender.

3.1.2 Statement of Requirements

The Tender bid will be assessed to determine whether it unconditionally meets all the requirements in the Call for Tender. If a Tender bid does not unconditionally meet *all* the requirements set out in the Tender it will be declared invalid and will not be considered for the contract award.

3.1.3 Call for Tenders within the scope of the DPS

The Call for Tender describes what the Participant(s) would like to purchase.

The following elements can be included in the Call for Tender by the Participant(s) within the DPS including but not limited to:

- professional services, e.g. onboarding services and exit management e.g. data transfer and migration.
- operational support e.g. implementation, support, service level agreement, training, maintenance, professional services
- ad hoc professional services
- associated services

The scope of the requirements will be specified in detail by each Participant in the Call for Tender.

Existing contracts shall be honoured and remain in place. Consequently, the scope of the DPS excludes all contracts (including possible renewal options) used by a Participant:

- relating to the purchase of the above-mentioned products and/or services that are ongoing at the time of publication of the DPS.

When any such contract has ended, the Participant concerned may use the DPS to issue a Call for Tender.

3.2 Award Criteria

The Award Criteria are stated in the Call for Tender. The criteria are categorised in mandatory criteria which must be part of all Tenders and optional criteria which may be part of a Tender.

The award criteria are:

Award Criteria	%	Mandatory /Optional
Criterion A: Integration and Technical Fit	0% to 70%	Optional
Criterion B: User Experience (UX)	0% to 50%	Optional
Criterion C: Data Integrity, Security and Compliance	0% to 50%	Optional
Criterion D: Support/Service Level Agreement	0% to 50%	Optional
Criterion E: Professional Services	0% to 50%	Optional
Criterion F: Social & Environmental / Green	0% to 25%	Optional
Criterion G: Total Cost of Ownership	30% to 70%	MANDATORY

3.3 Tender

The way in which the Tender must be submitted is described in the Call for Tender. The minimum duration for a tender being open to submission is 10 calendar days.

3.4 Assessment

When assessing the Tender bids, the Participant first checks whether the set (minimum) requirements and conditions (such as a statement confirming agreement with the Statement of Requirements, Data Processing Agreement, and Services Contract Terms) have been met. Next, the content of the Tender bids is assessed against the award criteria. To achieve this, the Tender bids are submitted to a competent team of experts in the relevant field, who award points to the Tender bids, except in cases where the lowest price is the only assessment criteria. In the latter case, the assessment is carried out by at least two people.

The method of assessment will be described in further detail in the Call for Tender.

3.5 Award and rejection

Tenderers who meet the set (minimum) requirements and conditions and have been given the highest number of points are eligible for the award of the Services Contract. The Tenderers to which the Contract is not awarded, will be informed that their Tender bid has been rejected and the reasons for rejection will be stated.

4. Legal Protection and Other Provisions

This DPS and the resulting obligations are governed by Irish law. For Irish Participants, the awarding of the contract and implementation between Applicant and Contractor are governed by Irish law. All disputes arising from this Procurement Procedure, or the obligation(s) arising from it, will be submitted solely to the High Court of Ireland.

4.1 Legal Remedies

If an Interested Party is of the opinion that there are grounds for instituting a legal remedy against any aspect of this Procurement Procedure, that party can deploy a number of instruments to this end:

4.1.1 Complaints procedure

A complaint may relate to acts on the part of:

- Asiera only
- both Asiera and or more Participants, or
- only one or more Participants

You can submit your complaint to Asiera for all categories. The complaint must relate to an act on the part of Asiera, or a Participant, in relation to the DPS, resulting in a breach of the applicable rules. In the case of complaints in the first category, Asiera will deal with the complaint itself, in accordance with the Complaints Procedure, as described here:

- In the case of complaints in the second category, the complaint will also be dealt with in accordance with Asiera's Complaints Procedure, however Asiera will involve the Participant when processing the complaint.
- In the case of a complaint in the third category, Asiera will forward the complaint to the Participant with a request for further processing. In the latter case, the Participant's complaint handling procedure will apply.
- Submitting a complaint does not automatically suspend the Admission Procedure of the DPS or an ongoing Tender Procedure.

4.1.2 Preliminary relief proceedings

If an interested party cannot except the outcome of a complaint handled by Asiera and/or a Participant, or does not wish to submit a complaint but does not agree with the approach adopted by Asiera or a Participant, it may, within 10 calendar days of an Award Decision, initiate preliminary relief proceedings against that approach or the Award Decision before the High Court. This must be done by having a writ served at the address of Asiera. The 10-calendar day period is an expiry period.

The 10-calendar day period does not suspend execution of the Contract. For an adequate response to the initiation of legal proceedings, service of the writ must be confirmed to the designated contact for the DPS, specifically via this mail address: Asiera CLG, 3rd Floor, North Dock 2 | 93/94 North Wall Quay | Dublin D01 V8Y6 | Ireland.

4.1.3 Action on merits

A Tenderer wishing to initiate an action on merits before the competent court must do so no later than 6 months after the date of the Communication of the Award Decision. This is also an expiry period, after which the right to commence this action on merits lapses.

4.2 Other provisions

4.2.1 Unconditional consent

By submitting a Tender bid, the Tenderer unconditionally agrees to all provisions of the Procurement Documents, including annexes and any additional information provided.

4.2.2 Confidentiality

All information that the Tenderer or Asiera or a Participant declares to be confidential or that the Tenderer, Asiera or Participant could have reasonably suspected was confidential, must be treated as such. This information must not be made public in any way or used for any purpose other than the one for which it is provided, unless both parties expressly agree to the disclosure or unless any statutory regulation or judicial ruling forces this disclosure.

Neither Asiera nor the Participants are obliged to disclose to any of the Interested Parties or Tenderers any internal documents that relate to the DPS or to the associated assessment.

4.2.3 Schedule change

Asiera and the Participants reserve the right to amend the schedule – at any time and without being obliged to pay any form of compensation – in so far as the periods of time laid down by law do not prevent this.

4.2.4 Discontinuation or revocation of the DPS, review or revocation of a Contract Award and withdrawal of a Participant

Asiera and the Participants reserve the right, without being obliged to pay any form of damage compensation, to discontinue and/or revoke a Tender Procedure or the DPS at any time up to the Contract award date. If an Award Decision has already been made but is not yet final and confirmed, it may be reviewed or revoked. If a Participant decides to purchase outside the DPS or withdraws, neither the Participant concerned nor Asiera can be held liable in any way whatsoever for any damage that the Contractor may suffer as a result. By submitting a Request for Admission, the Interested Party also declares that it agrees to this.