SINGLE - PARTY FRAMEWORK AGREEMENT

OPEN PROCEDURE

REQUEST FOR TENDER

Title	**Delivery and implementation of a Digital Repository**
Contracting Authority	Institute of Public Administration
Procedure	**Open –** (Voluntary OJEU)
eTenders RFT ID	9477754
Issue Date	Wednesday, 11th November 2026
Closing Date for Queries	12noon (Irish time) 26th November 2026
Closing Date for Tender Submissions	12noon (Irish time) 14th December 2026
Maximum Framework Value	€125,000
Contact for Queries	Via the messaging portal on eTenders.
Format for submission of tenders	Electronic submission facility on www.etenders.gov.ie only

Notes:

- Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

- The Contracting Authority has provided a Tender Response Document as a separate document for Tenderers to use in preparing their response to this tender. This document and format must be used.
- Please upload your response as a ZIP FILE to protect the integrity of the file names.

Contents

Table of Acronyms and Definitions 6
Disclaimer 8
Use of eTenders 8
Use of a Tender Response Document 8
1 ABOUT THE CONTRACTING AUTHORITY 10
1.1 The Contracting Authority 10
1.2 Small and Medium Enterprise Participation 11
2 ABOUT THE FRAMEWORK AGREEMENT 12
2.1 Type of Framework Agreement 12
2.2 Numbers admitted to the Framework 12
2.3 Duration of the Framework Agreement 12
2.4 Estimated Value for the Framework Agreement 12
2.5 Scope of the Initial Call-off Contract 13
2.5.1 Duration of the Initial Call-off Contract 13
2.5.2 Estimated Value of the Initial Call-off Contract 13
2.6 Anticipated Timeline 13
2.7 Awarding Contracts under the Framework Agreement 13
2.7.1 Nature of Additional / Call-Off Contracts under the Framework Agreement 13
2.8 Right to tender outside of the Framework Agreement 14
2.9 Award to Runner Up 14
2.10 Compliance with the Terms and Conditions of the Framework Agreement 14
3 DETAILED SPECIFICATION OF REQUIREMENTS 15
3.1 Requirement Background 15
3.2 Detailed Specification of Requirements for the Initial Call-off Contract 15
3.2.1 Operational Requirements 15
3.3 Team 24
3.4 Contract Management 25
3.4.1 Communication methodology and schedule 25
3.4.2 Escalation Procedure 26
3.4.3 Service Level Agreement 26
3.4.4 Review of Supplier Performance 26
3.5 Delivery Locations 27

3.6 Replacement Personnel 27
3.7 Sustainability Requirements 27
3.8 Innovation and Added Value 27
4 SELECTION CRITERIA 28
4.1 Use of the European Single Procurement Document 28
4.2 Relying on the Standing of Other Entities 28
4.3 General, Declarations and Financial Capacity Requirements 29
4.4 Technical Capacity Requirements 31
5 AWARD CRITERIA 33
5.1 Methodology for Scoring of Qualitative Criteria 35
5.2 Methodology for Calculating the Cost Score 36
5.3 Post Tender Clarification 36
5.4 Verification 37
5.5 Clarification of Abnormally Low Tenders 37
5.6 Right to Confirm Suitability 37
6 INSTRUCTIONS FOR TENDERERS 38
6.1 Multiple Participation 38
6.2 Queries 38
6.3 Closing Date for Tenders 38
6.4 Extension of the Tender Deadline 38
6.5 Submission of Tenders 39
6.5.1 Accessing Documents 39
6.5.2 Submitting your Response 39
6.6 Tender Validity Period 40
6.7 Discrepancies between Documents 40
6.8 Formatting of Tenders / Amending Tender Documents 40
6.9 Collusive Tendering 40
6.10 Confidentiality 41
6.11 Clarification of Tenders 41
6.12 Correction of errors 41
6.13 Change in the composition of a Tender 41
6.14 Interference and Inducement to Purchase 42
6.15 Conflict of Interest 42
6.16 Publicity 42

6.17 Right Not to Award 42
6.18 Notification of Tender Evaluations 42
6.19 Award Notices 43
6.20 Policy on Personal Debriefings 43
6.21 Copyright 43
6.22 Brand Names, etc. 43
6.23 Environmental Aspects 43
6.24 Knowledge and Skills Transfer 43
6.25 Currency and Payments 44
7 RELEVANT LEGISLATION 44
7.1 Irish Legislation and Law 44
7.2 Health & Safety 44
7.3 Anti-Competitive Conduct 44
7.4 Accessibility / Dignity at Work 44
7.5 Withholding Tax 45
7.6 Freedom of Information 45
7.7 International Procurement Instrument 45
7.8 Foreign Subsidies Regulation 45
7.9 Late Payment 46
7.10 Data Protection 46
7.11 Responsibility of Successful Party 46

Table of Acronyms and Definitions

The information below is provided for reference purposes only and the acronyms/definitions used both in this Request for Tender and in the Tender Response Document are provided in alphabetical order. The Contracting Authority accepts no responsibility for any omissions from this list.

Acronym/Definition	Expanded Term/Meaning
AI	Artificial Intelligence.
API	Application Programming Interface.
APA	American Psychological Association referencing style.
BibTeX	A reference management and bibliographic data format used for exporting citations.
Competition	This procurement process conducted by the Contracting Authority for the award of the Framework Agreement.
Contracting Authority	Institute of Public Administration (IPA), the organisation conducting the Competition and entering into the Framework Agreement.
Crossref	A scholarly publishing infrastructure organisation used for registering and managing persistent identifiers and metadata.
CSV	Comma-Separated Values.
DataCite	An international organisation that provides DOI registration services for research outputs and data.
DOI	Digital Object Identifier.
EBSCO Discovery Service	A library discovery platform with which the repository must support integration.
EEA	European Economic Area.
EU	European Union.
Framework Agreement	The agreement to be entered into between the IPA and the Successful Tenderer.
GDPR	General Data Protection Regulation.
HEI	Higher Education Institution.
IPA	Institute of Public Administration.
ISO 27001	International standard for information security management systems.
JSON-LD	JavaScript Object Notation for Linked Data.
MFA	Multi-Factor Authentication

NIS2	Network and Information Security Directive 2.
OAI-PMH	Open Archives Initiative Protocol for Metadata Harvesting.
OER	Open Educational Resources.
OpenAIRE	Open Access Infrastructure for Research in Europe.
ORCID	Open Researcher and Contributor ID.
PDF	Portable Document Format.
PID	Persistent Identifier.
Plan S	An open-access publishing initiative that sets requirements for research publication and repository compliance.
REST API	Representational State Transfer Application Programming Interface.
RFT	Request for Tender.
SaaS	Software as a Service.
SAML	Security Assertion Markup Language.
SEO	Search Engine Optimisation.
Single Sign-On (SSO)	An authentication method enabling users to access multiple systems using one set of credentials.
SLA	Service Level Agreement. An agreement defining support arrangements, response times, service targets and escalation procedures.
SOC 2	System and Organisation Controls 2.
Tenderer	A single entity or a consortium/group of entities who is submitting a Tender (but does not include any proposed sub-contractors of the Tenderer).
TRD (Tender Response Document)	The document to be used by Tenderers in preparing their response to the Request for Tender.
WCAG	Web Content Accessibility Guidelines.
XML	Extensible Markup Language.
Zero Trust Architecture	A cybersecurity model based on continuous verification and least-privilege access principles.

Disclaimer

This Request for Tender (RFT) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the RFT documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the RFT is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the RFT or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

At its absolute discretion, the Contracting Authority may elect to terminate this procurement competition at any time. No contractual rights will exist unless a formal written Framework Agreement has been executed on or on behalf of the Contracting Authority.

Use of eTenders

Please note that information relating to this RFT, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: https://www.etenders.gov.ie/epps/home.do

eTenders system usage queries are managed by eTenders Technical Support: https://www.etenders.gov.ie/epps/PrepareContactUsAction.do

Use of a Tender Response Document

The Contracting Authority has provided a Tender Response Document (TRD) as a separate document for Tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD. Failure to use the Tender Response Document may result in your elimination from this Competition.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Draft Single Party Framework Agreement Terms and Conditions.
- Appendix 2 – Draft Services Contract.
- Appendix 3 – Pricing Schedule
- Appendix 4 - RFT Response_Criterion A
- Appendix 5 - IPA Data Processor Agreement
- Appendix 6 - Confidentiality Agreement
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

The Institute of Public Administration (IPA) (hereinafter referred to as the "IPA") is the Contracting Authority responsible for this procurement.

Operating under the aegis of the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, the Institute of Public Administration (IPA) plays a fundamental role within Ireland's Public Service as a trusted, independent learning partner in capability and leadership development.

A Recognised College of the National University of Ireland (NUI), the Institute delivers learning and leadership development that is evidence based, practice led and focused on application at a whole-of government level.

The IPA's purpose is to strengthen the capability and leadership required to meet complex demands, make sound decisions and contribute to better public services for the people of Ireland – in accordance with the pivotal role it plays in supporting the Government's *Better Public Services: Public Service Transformation 2030 Strategy.*

At the heart of its Statement of Strategy for 2026–2030, *Learning for Tomorrow – Empowering Ireland's Future-Ready Public Service*, lies a clear proposition: learning is a strategic lever for strengthening Public Service capability, leadership and delivery. Its mission continues to support a Public Service that can adapt to change, work collaboratively across the system, and translate policy intent into effective delivery and public value.

United by a common goal to empower the Public Service, the IPA's multiple specialist services include:

- NUI-accredited learning that brings academic credibility, intellectual rigour and evidence-based insight to complex leadership, governance and Public Service challenges.
- Professional development and advisory services, including sector-specific forums and events such as the annual Governance Forum, that strengthen applied capability across the Public Service, supporting public servants to develop the practical skills, judgement and collaborative approaches required in their roles.
- Executive leadership development for the most senior levels of the Public Service, which supports leaders in navigating complex strategic environments, system leadership challenges and cross-government priorities.
- Self-paced digital learning and development programmes for continuous improvement that enable high-quality learning to operate confidently at scale, extending reach, accessibility and consistency across the Public Service.

The evolution of the IPA is one of collaboration, transparency and unwavering commitment to delivering value to the Public Service. Through its people, programmes and partnerships, the IPA continues to empower Ireland's public servants to meet tomorrow's challenges today, ensuring that the Public Service remains equipped to drive positive change in Irish society. Further information is available on www.ipa.ie .

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a Tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 ABOUT THE FRAMEWORK AGREEMENT

2.1 Type of Framework Agreement

This Competition relates to the establishment of a Single-Party Framework Agreement for a software system for a searchable, open access digital repository framework and associated services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a single-party framework agreement, the successful Framework Member does not have to compete for each new contract. The award of the Framework Agreement does not constitute a guarantee by the IPA to purchase any specific quantity of supplies or services from the Framework Member.

The Framework Agreement will be awarded to the Tenderer who submits the most economically advantageous Tender. The most economically advantageous Tender will be determined by the application of the Award Criteria during the Tender Stage.

The Contracting Authority intends to award the Initial Call-off Contract to the Successful Tenderer at the same time as the Framework Agreement. Under the Framework Agreement, subsequent Call-off Contracts may be awarded to the Framework Member at the discretion of the Contracting Authority. The Contracting Authority shall not be obliged to award any particular number of subsequent Call-off Contracts or any particular value. The Framework Agreement is not exclusive, and the Contracting Authority reserves the right to award contracts for services relating to the requirements set out in this RFT to third parties.

2.2 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the successful Tenderer selected following the tender stage and the application of the award criteria. Thereafter the Framework Member will be considered for the award of any Call-off Contract within the scope of the Framework Agreement. The Contracting Authority reserves the right to procure any Services outside of the Framework Agreement.

2.3 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four (4) years, subject to strategic alignment, satisfactory annual review of performance and budgetary considerations.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.4 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €125,000 excluding VAT. It is emphasised, however, that the total figure is provided for indicative purposes only and provides in effect an expenditure envelope for contracts awarded under the Framework Agreement. This figure is not and should not be interpreted as a budget. There is no guaranteed expenditure under the Framework Agreement. This figure reflects the potential scope of work that might be contracted for within the remit of the Framework Agreement over the lifetime of the Framework Agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.5 Scope of the Initial Call-off Contract

It is anticipated that the Contracting Authority will award an Initial Call-off Contract at the same time as the Framework Agreement. Details on the Initial Call-off Contract are provided in Section 3.2 below. It should be noted that the Contracting Authority may at its sole discretion establish the framework agreement without awarding the initial contract should the circumstances so dictate.

2.5.1 Duration of the Initial Call-off Contract

The Initial Call-off contract will cover the provision of the services outlined in Section 3.2 below over a maximum period of sixty (60) months, subject to strategic alignment, satisfactory performance and budget availability.

2.5.2 Estimated Value of the Initial Call-off Contract

The estimated value of the initial call-off contract is in the region of **€100,000** (ex VAT).

2.6 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	January 2027
Award decision	January 2027
Framework Agreement Commencement	January/ February 2027

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.7 Awarding Contracts under the Framework Agreement

Contracts under this single-party framework agreement may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

2.7.1 Nature of Additional / Call-Off Contracts under the Framework Agreement

The Contracting Authority anticipates that Call-off Contracts which may be awarded under the Framework Agreement may include contracts for:

- Follow-on services to the initial contract (e.g. training, reviews, process improvement, framework alignment)
- New services directly linked to the initial contract and/or scope outlined above
- New requirements aligned to the framework.

For the avoidance of doubt, the Contracting Authority confirms that the period of any Call-off Contracts, awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement.

2.8 Right to tender outside of the Framework Agreement

The Contracting Authority intends to use the Framework Agreement for the procurement of requirements falling within its scope during its term. However, it reserves the right to procure such Services outside the Framework Agreement without reference to the Framework Member. Award of the Framework Agreement does not guarantee the award of any Call-off Contract to the Framework Member (with the exception of the Initial Call-off Contract, which is anticipated to be awarded at the same time as the Framework Agreement), nor does it give the Framework Member the right to be consulted in respect of, or tender for, any requirements falling within the scope of the Framework Agreement.

2.9 Award to Runner Up

If, for any reason, it is not possible to award the Framework Agreement to the highest ranked Tenderer following the conclusion of this Competition, the IPA reserves the right to award the Framework Agreement and Initial Call-off Contract to the next highest scoring Tenderer at any time during the Tender Validity Period without reopening the Competition. This shall be without prejudice to the right of the IPA to cancel this Competition and/or to initiate a new contract award procedure at its sole discretion.

2.10 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement Terms and Conditions as appended at Appendix 1. Individual Call-off Contracts issued under this Framework Agreement will be subject to the Services Contract included as Appendix 2.

Tenderers are required to review these framework agreement terms and conditions and services contract and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

3 DETAILED SPECIFICATION OF REQUIREMENTS

3.1 Requirement Background

The IPA is seeking to engage a Supplier to develop and/or provide an existing solution to provide a searchable, open access digital repository that hosts copies of all research conducted by IPA faculty and post graduate level students, making it accessible via the Library services. This will support evidence-based policy and practice across the public sector and enhance the visibility, accessibility, and impact of IPA research.

The IPA produces a wide range of applied, practice-oriented research. However, this valuable knowledge remains underutilised due to its limited discoverability and lack of consistent public access. A centralised open access repository will make these outputs freely and permanently available, supporting transparency, reuse, and innovation in public service delivery and policymaking.

The repository will serve as a structured, permanent, and searchable archive for IPA affiliated research. It will be integrated into the IPA Library online services and openly accessible to public servants, policymakers, researchers, students, and the wider public. The open access model ensures that the knowledge generated at the IPA can be used without cost or restriction, supporting greater reach and societal benefit.

3.2 Detailed Specification of Requirements for the Initial Call-off Contract

This Competition is for an Initial Call-off Contract to support the IPA in the delivery and implementation of a Digital Repository framework the requirements for which are set out below with reference to objectives and deliverables under each heading. The preference is for a cloud based, configurable, off the shelf, solution.

The specific details are listed below, categorised in eleven key stages, each of which must be addressed clearly in your response.

3.2.1 Operational Requirements

The repository MUST:

1. Be provided following the SaaS model (Software as a Service), where the tenderer is centrally hosting and maintaining the service and storing research publications and/or metadata.
2. Provide a public interface to access Institute of Public Administration publications, with options for organisation of publications.
3. Provide functionality to manage full metadata records and host full text content.

The repository SHOULD:

4. Provide functionality to enable publication management, publication submission, and publication approval.
5. Provide full administrative controls of processes, access, and metadata.
6. Allow for presentation of different types of content (for example, OER)

7. Provide a self-deposit end-user interface which is accessible to registered end-users logged in using their Single-Sign-On credentials (using SAML) via Office 365.
8. Enforce multi-factor authentication (MFA) for all administrative and privileged accounts.
9. Allow administrative users at the IPA to manage end-user roles and permissions.
10. Allow for at least 15 administrative users to be created.
11. Have the ability to make the number of views and downloads visible to end-users for each publication and publications.
12. Provide a well-documented REST API that enables, where permissions allow, the same functionality as the end-user interface. This includes uploading and downloading data and manipulating files, data, and metadata.
13. Be able to link a metadata record in the repository to an external URL.
14. Be compliant with all Plan S conditions. See https://www.coalition-s.org/technical-guidance_and_requirements/.

3.2.2. Publication & Data Deposit

The repository SHOULD:

1. Have a web-based deposit end-user interface that enables anyone with an end-user account to upload files along with descriptive metadata via a form.
2. Support mediated deposit, allowing administrators at the IPA to deposit items on behalf of others.
3. Allow administrators at the IPA to review self-deposited items, modify submitted information, contact the submitter for more information, and choose whether to publish or reject the deposit.
4. Allow administrators at the IPA to place restrictions on the file types which are allowed for uploading by non-administrators. For example, disallowing the upload of .exe and other executable file formats to prevent security vulnerabilities.
5. Support file upload via drag and drop functionality.
6. Allow administrators at the IPA to create, describe, and modify collections of publications or publications.
7. Be able to place research publications or data under embargo, by which the depositor can choose the length of the embargo period, and the content will become publicly available automatically at the end of the embargo period. Research publications and data should be able to be left unpublished without an embargo and manually published at a later time, as well.
8. Allow administrators to configure access permissions set for restricted-use data
9. Have the ability to create a private URL/link by which an unpublished publication can be shared with others.
10. Support the peer review of data to enable depositors to deposit data underlying their publication, which allows reviewers to access the publications or data pre-publication.

11. Enable depositors to choose a Creative Commons license or open-source software license to apply to the publication, data, or code they upload.
12. Allow administrators to define the list of content usage license options. Additionally, administrators should be able to contribute custom-made licenses to the list of options.
13. Allow depositors to reserve a DOI (Digital Object Identifier) for their publications before publishing it.
14. Allow versioning of a publication and the creation and versioning of associated metadata records (including DOIs for versions) when new data files are added, or errors in files are corrected.
15. Support the creation and display of custom metadata fields and the modification of existing metadata fields.
16. Allow the use of controlled vocabularies in the metadata form, where some fields may need to be restricted to a controlled list of options, and some may need to allow a depositor to enter their own alternative input.
17. Allow the creation of metadata forms that include editable pre-populated metadata elements.
18. Allow the provision of contextual help and auto-complete lookups with each metadata form element.
19. Be able to place publication data under restricted access, by which the depositor can define access permission to one or more individuals (end-users) or predefined groups, and by which an end-user can request access from the depositor of the file.
20. Have a straightforward means for administrators to batch upload and publish multiple items (including both metadata and files) at once.
21. Have a straightforward means for administrators to batch edit multiple items at once.
22. Have features to aid in preventing, detecting, and correcting duplicate items.

The tenderer should provide the following additional information:

23. Detail the file types which can be uploaded to the repository (limit to 100 words).
24. Describe the process involved in batch uploading and batch editing multiple items and files hosted on the repository (limit to 200 words).

3.2.3 Migration

The repository SHOULD:

1. Provide an administrative user interface in which administrators and moderators can view and edit metadata records associated with uploaded data files and approve or reject these records for publication.
2. Automate some preservation actions like fixity checksum checks.
3. Enable the administrators to carry out preservation actions such as checking and changing the file format, with or without use of third-party tools for performing such preservation tasks.

4. Allow the administrator to view all preservation actions taken on publications or collections.
5. Include functionality to notify administrators when items are deposited or modified.
6. Provide the ability to customise branding on repository webpages beyond the ability to customise headers and footers.
7. Be customisable with clear branding, colouring, font customisation, and imagery to enable compliance with the Institute's branding guidelines.
8. Enable customisable metadata displays.
9. Enable the administrator to generate flexible statistical overview reports regarding the content and usage of the repository at given points in time (including the number of publications views and downloads).
10. Be able to collect anonymised end-user traffic analytics (geographic origin, page visits by item, file downloads by item, end-user browser, etc.) whether through a built-in feature or via a third-party analytics service, such as Google Analytics or similar.
11. Be able to produce reports about each record (publication, data, etc.) individually or together with other records in tabular format according to a defined set of parameters (i.e. timeframe, dept, selected group of authors, etc.).
12. Generate graphical visualisations appropriate for use in presentations e.g. Publication per department, per year, per journal.
13. Include functionality to automatically email authors statistical reports monthly.
14. Be able to model the department or faculty structure in how publications and data are organised on the repository.
15. Provide automatically up-to-date citation information and clickable citations that take you through to the papers that have cited repository items or alternatively offer the ability to enable the custom implementation of this feature.
16. Facilitate the collocation of collections (e.g., provide a page with its own metadata and DOI that collates other repository items which in turn also have their own metadata and PIDs).
17. Have the ability to send the mandatory elements to Crossref and DataCite: Identifier, Creator, Title, Publisher, Publication Year, Resource Type and other fields as defined by these indexers.
18. Have the ability to export items and search results (see Data Discovery & Access) in standard citation formats, via the web end-user interface, to reference management software such as Endnote, BibTeX, RefWorks, Zotero, and more.
19. Have the ability to support ORCIDs, e.g., in the publications metadata or in end-user information.
20. Have the ability to integrate with ORCID, at the institutional level, using ORCID API member credentials.
21. Allow CSV import (metadata and file path to item for ingest) and export (metadata).
22. Provide a preview or an embedded player of multimedia content (audio, video) within the object record.
23. Provide a preview of PDF content within the object record.
24. Automatically create thumbnails from uploaded PDF files.
25. Allow custom thumbnails to be uploaded.

26. Allow end-users to view PDF files directly in their web browser's built-in PDF viewer.

The tenderer should provide the following additional information:

27. Describe the nature and extent of the repository's front-end customisability (limit to 300 words).
28. Describe what reports are available by default out of the box and how these reports can be customised (limit to 200 words).
29. Detail whether or not the repository has the ability to provide automatically up-to-date citation information and clickable citations that take you through to the papers that have cited repository items. If such a feature is not built-in, describe how it could be implemented as a custom feature (limit to 200 words).

3.2.4 Data Discovery & Access

The repository MUST:

1. Provide functionality to search for publications and browse collections of publications.

The repository SHOULD:

2. Have an author name search function which would allow end-users to search for author names and see a list of all items associated with an author.
3. Provide functionality to enable end-users to browse through the list of published publications and collections via the discovery end-user interface of the repository.
4. Provide functionality to search for publications across all metadata elements, all at once and separately, in all collections (e.g. keyword, type, format, creator, publication date, etc.).
5. Support full-text search capabilities which will search text within uploaded text-containing files, such as PDFs, plaintext files, and Microsoft Word documents.
6. Provide advanced search features which will allow end-users to build complex search queries using selected fields, boolean operators, wildcards, and/or special characters.
7. Provide filters and faceted navigation to help end-users to narrow down a large set of search results.
8. Allow end-users to sort search results in a variety of ways, such as by publication date.
9. Enable end-users to download data files stored in the repository to their own local storage.
10. Support metadata export formats as DataCite XML, JSON-LD to enable a wide interchange of metadata on the Web.
11. Support a customised URL domain controlled by the Institute of Public Administration, such as a subdomain of ipa.ie.
12. Safeguard data integrity as data is passed between uploader, the tenderer, and the contracting authority.

13. Register DOIs for published publications with the appropriate Institute of Public Administration DOI prefix.
14. Have an OAI-PMH service with support for metadata formats such as DataCite XML.
15. Support integration with the EBSCO Discovery Service.
16. Enable export to Resource Sync standards.
17. Be configurable to be indexed by Google Scholar.
18. Produce/output web pages that are optimised for search engine indexing by following SEO optimisation best practices.
19. Provide formatted citations (for example, in various Harvard, APA or Chicago styles) ready to be copied out for easy use (with an end-user selected drop-down menu to choose a preferred referencing style).

3.2.5 Compliance & Cyber Security

The tenderer MUST:

1. Confirm that their solution and associated services will comply with relevant laws and regulations, including (but not limited to) GDPR, ePrivacy Regulations (cookies & marketing), Irish Data Protection Act 2018 (as amended), and the European Accessibility Act.

The tenderer SHOULD:

2. Submit to an annual independent security audit and make the resulting audit reports available to the IPA on request.
3. Confirm that any current or planned AI components within the solution will comply with the EU Artificial Intelligence Act, including all applicable risk classification, transparency, documentation, and oversight obligations as they enter into force.
4. Have policies and procedures related to comprehensive data governance and cybersecurity frameworks that include continuous monitoring, structured incident response capabilities, and the implementation of a zero trust architecture.

3.2.6 Privacy & Security

The tenderer MUST:

1. Agree to sign the IPA Data Processor Agreement and adhere to obligations contained within the agreement. See attached "*Appendix 5 - IPA Data Processor Agreement".*
2. Ensure any of their outsourcing partners also agree to sign the IPA Data Processor Agreement.
3. Notify the IPA of security incidents affecting the IPA service or IPA data as follows: (a) critical incidents within 4 hours of detection; (b) any suspected or confirmed personal data breach without undue delay and in any event within 48 hours of becoming aware of it; and (c) a full written incident report, including root cause and remediation actions, within 72 hours.

4. Disclose in the tender all subprocessors involved in delivering the service (name, service provided and processing location), give the IPA at least 30 days' prior written notice of any new or replacement subprocessor, and carry out and document security assessments of key subcontractors.

   The tenderer SHOULD:

5. Apply privileged access controls including least-privilege access, named individual administrator accounts (no shared accounts), MFA for all privileged access, access reviews at least quarterly, logging of privileged sessions, and separation of duties where applicable.
6. Meet a Recovery Point Objective (RPO) of no more than 24 hours and a Recovery Time Objective (RTO) of no more than 8 hours, test disaster recovery and business continuity arrangements at least annually, and make evidence of testing and the test results available to the IPA on request.
7. Regularly backup hosted data and have procedures in place to safeguard backups against destruction, theft, or unauthorised modification.
8. Have an a) Information Security Policy, b) Data Privacy Policy and these policies should align with any industry accepted standards.
9. Notify tenants when material changes are made to their information and data policies.
10. Have policies and procedures for:
    - Incident management
    - Disaster recovery and business continuity planning
    - Change control (logging and auditing)
    - Software patches and upgrades
    - Anti-malware control
    - System administration
    - System development
    - Controlling privileged system access
    - Data backup
11. Have procedures in place to enforce tenant data retention policies.
12. Backups should be encrypted and stored in a location separate from the primary hosting site.
13. Dispose of IPA-associated data at termination of contract.
14. Be WCAG compliant with certifications.

The tenderer should provide the following additional information:

15. Describe your hosting model. Is your service hosted at a single site or multiple sites? Please list the hosting sites. Additionally, please confirm that you will obtain the prior written consent of IPA if you wish to change the location and/or the entity hosting IPA data to any location or entity you have not previously specified. (limit to 200 words)
16. Describe WCAG compliance and certifications. Provide any applicable evidence. (limit to 200 words)

3.2.7 Technical Requirements

The repository MUST:

1. Encrypt all IPA data in transit using TLS 1.2 or higher and at rest (including backups) using AES-256 or equivalent, with documented encryption key management controls, for the term of the Agreement.

The repository SHOULD:

2. Support mobile-responsive design best practices, allowing for easy and familiar navigation of the end-user interface on mobile devices.
3. Support accessible design best practices, allowing for straightforward use by screen readers, keyboard navigation, and similar
4. Allow the creation and editing of arbitrary numbers of static pages and menus.
5. Allow administrator configuration of submission forms without service provider intervention.
6. Allow administrators / repository managers the ability to highlight featured items on the homepage.
7. Be OpenAIRE compliant.
8. Allow items and metadata fields to be added using OpenAIRE authority / controlled validated data entry using project name and grant name field via auto-complete look up APIs. The system should also allow other OpenAIRE required fields to be controlled and validated, at the institutional application level, on entry, input, or data ingest. Ideally, this should follow OpenAIRE guidelines for fields, elements, and vocabularies and ideally following v4 https://openaire-guidelines-for-literature-repository-managers.readthedocs.io/en/v4.0.0/application_profile.html.
9. Provide multi-lingual support, including for English and the Irish language.
10. Support a frontend end-user interface language toggle to switch languages for all navigation, system, information, and metadata fields.

The tenderer should provide the following additional information:

11. Describe how your service supports mobile-responsive design best practices. (limit to 100 words).
12. Describe how your service supports accessible design best practices for end-users with accessibility needs (limit to 100 words).

3.2.8 Support & Maintenance

The tenderer SHOULD:

1. Provide a minimum of 30-40 Support hours per year, either included in the cost of the service agreement or as an additional support contract.
2. Support staff availability during standard Irish working hours.
3. Provide 24 x 7 monitoring for security incidents.

4. Provide support contacts in case of loss of service outside of Irish working hours.
5. Provide system upgrades as part of the hosting package and not as additional support time.
6. Provide ongoing support and updates for the system in ways which minimise impact on end-users of the system.
7. Communicate with lead support contacts at the IPA, including a business lead and a system lead from the IPA Library.
8. Assign a dedicated Service Delivery Manager and draw up a implementation project plan in consultation with the IPA.

The tenderer should provide the following additional information:

9. Provide costings for 30-40 Support hours per year, for system upgrades, and any other relevant support functions in Appendix 3, Pricing Schedule - Service Management Costs.
10. Software support within the IPA typically follows a model where the end-user reports an incident to a 1st line support team in the systems team. If the issue cannot be resolved by first line support, it is passed to a second support. If the issue still cannot be resolved and it is deemed to be related to the supplier solution rather than the IPA infrastructure it will be raised with the supplier support team and should be dealt with by the supplier as part of standard hosting or the included support package. Please agree or offer an alternative (limit to 200 words).

3.2.9 Implementation & Training

The tenderer SHOULD:

1. Supply remote training in all aspects of the new System for a minimum of 10 staff in Year 1.

The tenderer should provide the following additional information:

2. Give details of all training modules offered for 10 people and how these are delivered both in the implementation phase and ongoing training (limit to 200 words).
3. Provide details on any costs associated with training (to be included in Appendix 3, Pricing Schedule)
4. Provide an outline training plan (limit to 200 words).

3.2.10 Service Development

The tenderer SHOULD:

1. Be capable of embracing new functionality and interfaces matching trends and general web and technological developments.

The tenderer should provide the following additional information:

2. Provide evidence of a clearly articulated future service development path or roadmap for their system and its use in the IPA (limit to 200 words).

3.2.11 Digital & Technological Sovereignty

The repository SHOULD:

1. Allow all files, data, and metadata to be exported and saved by administrators at the IPA for backup and migration purposes.

The tenderer should provide the following additional information:

2. Describe how use of the tenderer's repository platform can help the IPA better align with the EU Open Source Strategy (https://digital-strategy.ec.europa.eu/en/policies/open-source-strategy), detailing how the use of the tenderer's repository platform can contribute to the IPA's and the EU's digital & technological sovereignty through the use, maintenance, and development of open source software (limit to 300 words).
3. Detail your organisation's commitments and contributions to open source projects related to the tenderer's repository (limit to 200 words).
4. Describe the steps involved in migrating files, data, and metadata from the tenderer's repository platform to a similar repository platform maintained by another vendor (limit to 200 words).
5. Detail the ways in which the use of the tenderer's repository platform will not result in vendor lock-in (limit to 200 words).
6. Detail the policies and procedures in place to protect and maintain the IPA's ownership and control of any URLs, DOIs, intellectual property, or any other unique identifiers associated with or hosted on the repository (limit to 200 words).

3.3 Team

Tenderers shall submit a chart showing the structure of the team that is proposed to deliver the services outlined under Section 3.

Tenderers must also submit CVs for each identified member, clearly setting out their individual roles and responsibilities. Please complete the CV tables in the Tender Response Document.

At a minimum, please provide CVs for the following key personnel:

- Account / Contract Manager
- Project Manager
- Service Delivery Manager

The Contracting Authority will be assessing the team in terms of breadth of skills and expertise to cover the Contracting Authority's requirements for each proposed team member.

Tenderers must note that, the proposed team will be required to deliver the services, although the Contracting Authority reserves the right to seek additional personnel in any call-off contract, having regard to the nature of the particular call-off.

3.4 Contract Management

Tenderers should provide details of the Contract Manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined below in addition to proposals for management of complaints including escalation procedures and protocols.

The Contract Manager will act as the main point of contact for the duration of the framework agreement and shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Be fully available and contactable during operational hours to nominated Contracting Authority staff
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings
- Deal effectively with disputes, complaints, queries or concerns that cannot be immediately adequately resolved including management of an escalation process for unresolved issues impacting on the successful Tenderer's obligations.
- Provide details of contract management reports proposed including content, financial payment, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings over the life of the framework agreement.

NOTE: Tenderers should note that contract management activities will be non-billable.

3.4.1 Communication methodology and schedule

Tenderers must provide their proposed methodology and schedule for communication. That is how and when the appointed Contracting Authority's Contract Manager will be updated on the status of the contract. Tenderers must also provide details of the planned frequency of operational and strategic reviews.

The successful Tenderer is required to propose a schedule of communication for the provision of the services. This will be agreed with the Contracting Authority and will form part of the Service Level Agreement.

3.4.2 Escalation Procedure

Tenderers must provide an escalation procedure identifying their nominated staff members who will act as escalation points should issues not be readily resolved with the nominated Contracting Authority point of contact.

This escalation will not happen without the relevant members of staff being informed.

3.4.3 Service Level Agreement

Tenderers are required to provide a proposed Draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address execution and performance monitoring of the service provision.

The proposed SLA must address the requirements included under Section 3.2 above and should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management (Mobilisation/Transition and on-going operations)
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting.
- Service Credits for non-performance of agreed service levels
- Initiatives for managing costs
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure
- Security and resilience service levels, including incident response and notification times, proposed timescales for remediating security vulnerabilities and applying patches (by severity) and performance against them, availability target (minimum [99.5]% per month excluding agreed maintenance windows), and backup success rates, reported at least quarterly.

Please note that the Contracting Authority will agree the final content of the SLA with the successful Tenderer at mobilisation.

3.4.4 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework operator. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful Tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated the Contracting Authority reserves the right to revert to the Tenderer who finished in second place in this competition within the tender validity period.

3.5 Delivery Locations

It is anticipated that services will be delivered both remotely and in-person at the IPA's premises in Dublin as required.

3.6 Replacement Personnel

During the term of the contract/framework, notification must be sent in writing as soon as possible to the IPA on any proposed change of Key Personnel included in the Tender, accompanied by details of the proposed change, such change to be subject to the prior written approval of the IPA. Replacement personnel must be of equal or better standing than the existing Key Personnel in terms of qualifications and experience, and the IPA will require this information to be conveyed in the form of a detailed CV prior to considering to any proposed change. Any change in Key Personnel is conditional on the prior written approval of the IPA.

3.7 Sustainability Requirements

The Contracting Authority is aware of its obligations to fully implement initiatives in support of green and sustainable procurement. Sustainability covers three pillars:

- Environmental (focussing on effective resource management, reducing pollution and carbon footprint)
- Social (focussing on workplace and community, equity, justice and well-being); and
- Economic (balancing economic growth with environment, community and social factors).

As part of this contract tenderers are asked to outline their initiatives for supporting the Contracting Authority throughout the life of the contract. Tenderers should outline their service delivery model which supports the Sustainability and Climate Action Agenda including for example:

- Efficiencies and energy saving initiatives to minimise carbon footprint;
- Initiatives to ensure the services required under the initial contract are analysed and designed to reflect significant enhancements of the carbon footprint and general sustainability goals of the Contracting Authority;
- Proposals for social inclusion including initiatives for community engagement and/or other initiatives.

3.8 Innovation and Added Value

Tenderers are required to provide details of how innovative solutions or value-added services they feel would enhance their solution but will have no additional cost to the Contracting Authority.

4 SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a Tenderers' qualifications, Tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however Tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, Tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.3 and 4.4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Where a grouping (of economic operators[1]comes together,(regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime Entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractors) **will not** be accepted or responded to.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 1.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 1.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.

[1] 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

- Ensure Section 1.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 1.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

4.3 General, Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.3.1 General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individuals responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
4.3.2 Declarations
Tenderers must complete, sign and date these Declarations: a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.

b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where Tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.

d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 ("GDPR").

The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.

Note: Where a consortium is successful, each member of the consortium may be required to complete this Declaration of Bona Fides.

4.3.3 Financial and Economic Standing Declaration	
Tax	Tenderers must confirm that the Tenderer / all parties associated with the Tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Turnover and Financial Standing	Tenderers must provide: (a) A confirmation that the tendering party's turnover exceeded €100,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) A confirmation from an independent third party of the tendering party's financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contracts. In the case of a Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead. In the case of firms more recently established evidence of pro-rata turnover will suffice.
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified below.

<table>
<tr><td></td><td colspan="2">A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract.
The successful Tenderer will, during the term of the Contract, be required to:
a) immediately advise the Contracting Authority of any material change to its insured status
b) produce proof of current premiums paid upon request
c) produce valid certificates of insurance upon request</td></tr>
<tr><td></td><td>Insurance Type</td><td>Required Value €</td></tr>
<tr><td></td><td>Employer's Liability</td><td>€13 million for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance.</td></tr>
<tr><td></td><td>Public Liability</td><td>€6.5 million for any one claim or series of claims arising out of a single occurrence per period of insurance</td></tr>
</table>

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.4 Technical Capacity Requirements

4.4.1 Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of **three (3)** previous comparable reference projects/ contracts involving the features as defined below. Tenderers must refer to instances within the last **five (5) years** (from the date of issue of the Request for Tender) which demonstrate that they have successfully delivered services of a comparable nature and scale.

The reference projects/contracts must demonstrate the Tenderers capability to meet the technical and professional obligations anticipated under the Framework Agreement, as outlined in the Tender document. The reference projects/contracts listed should be chosen to demonstrate the Tenderer's skills, efficiency, experience and reliability in the relevant areas of expertise with projects of equivalent delivery elements and size.

In completing the table for each reference contract, Tenderers must provide sufficient information to enable the Contracting Authority to assess whether the services have been successfully delivered, and their comparability to the requirements of this contract. Responses should be tailored to the requirements of this competition, should be a reasonable length and should not include excessive or unnecessary material.

Note #1: All required fields should be completed in full.

Note #2: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in Section A1.4 of the TRD.

Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that the Contracting Authority may deem a Tenderer inadmissible where the Contracting Authority considers that, based on the feedback received from the referees, the Tenderer did not satisfactorily perform the relevant reference contract.

Note #5: Any reference contracts presented must have been substantially delivered by the Tendering party to independent clients. Internal (in-house/in-group) contracts within an organisation or corporate grouping will not be considered.

4.4.2 Quality Assurance Management System

Tenderers must demonstrate their capability to ensure the delivery of a quality service by providing information on the measures, standards, policies and oversight in place. Any Quality Management, Best Practice and Standards Adherence measures cited must be pertinent to the subject matter of this procurement process and relevant to the Tenderer responding to this Request for Tender. Please complete the TRD.

4.4.3 Data Hosting

Tenderers must declare that data will be hosted and processed within the European Economic Area (EEA), or any country determined to offer an adequate level of data protection by an adequacy decision of the European Commission. Also, they must declare that data will be hosted in a data centre which will be ISO27001 accredited (or equivalent certification), with robust security measures and infrastructure complying with industry standards.

Tenderers must also demonstrate capability to access two data centres within the EEA / other country determined to offer an adequate level of data protection by an adequacy decision of the European Commission. Please provide details of two different hosting locations. Please complete the TRD.

5 AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender considering the following award criteria and weightings*. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of additional Call-off Services under the framework agreement.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks – 50%**
	40%	**4,000**	**2,000**
Title	**Fitness for Purpose of the Proposed Solution / Methodology for the design and delivery of the services**		
Description	Tenderers must clearly describe the proposed solution and methodology for delivering the services. Tenderers must demonstrate a clear understanding of the requirements. Tenderers should also present a methodology that is fit for purpose and that ensures the delivery of a high quality, client-focused, timely and cost-effective service delivery. The response should clearly address each discrete service element identified in Section 3.2.1 to 3.2.11 . The response should include a detailed implementation plan and approach. The implementation plan and approach needs to clearly outline the dependencies on the Contracting Authority and the Contracting Authority's resources. Please submit your response to this Criterion in *Appendix 4-RFT Response_Criterion A* - and include in your tender submission.		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	25%	**2,500**	**1,250**
Title	**Quality, expertise and structure of the team proposed**		
Description	Tenderers must outline their proposals to identify and allocate the most appropriately qualified personnel, ensuring they have sufficient resources to successfully complete the contract. This criterion assesses the efficiency and effectiveness of the Tenderer's approach to resource management throughout the contract phases, including ensuring service quality, and maintaining continuity of service. It is crucial for the Tenderer to demonstrate a robust plan for managing the team and resources, including those of sub-contractors, throughout the life of the framework to meet the contract's requirements and objectives.		

<table>
<tr><td></td><td colspan="3">Tenderers should provide a detailed organisation chart showing the team distribution and management accountability for the project.
Tenderers must confirm the process for ensuring the availability of resources for the proposed team and outline how the required resources will be guaranteed for the term of the contract.
Tenderers should outline their risk mitigation strategies to ensure availability of appropriate resources and their processes for changing/replacing key personnel.

Provide a comprehensive delineation of the roles and responsibilities of all parties involved.

Please provide pro-forma CVs for the role / personnel proposed for the following project roles using the template provided:
– Account / Contract Manager
– Project Manager
– Service Delivery Manager</td></tr>
<tr><td rowspan="2">Criterion C</td><td>Weighting</td><td>Maximum Marks</td><td>Minimum Marks – 50%</td></tr>
<tr><td>10%</td><td>1,000</td><td>500</td></tr>
<tr><td>Title</td><td colspan="3">Contract management approach</td></tr>
<tr><td>Description</td><td colspan="3">Tenderers must clearly describe the methodology to be employed and their specific solution for delivering the services clearly demonstrating that they understand the needs, objectives, and business requirements of the Contracting Authority.

This will include factors such as (but not limited to), their proposed methodology and schedule for communication, escalation procedure, Service Level Agreement, review of Supplier Performance and governance as outlined in 3.4 of the RFT.

Responses should include:

- Proposed Engagement and Governance Model
- Delivery Approach and Implementation
- Managed Services
- Key Deliverables
- An outline of the processes and procedures you will follow to ensure the proposed solution remains operational, secure, and optimised
- Details on how you plan to address any technical issues, updates, and enhancements
- The process on how change requests will be managed, planned, and communicated.

Tenderers will be evaluated on their understanding of the needs of the client and the robustness of their contract management approach and methodology to service delivery.</td></tr>
</table>

	Please provide a draft Service Level Agreement (SLA) including but not limited to the expected response times for resolving different types of support requests (e.g., enhancements, critical issues, minor bugs, feature requests, incident management, escalations, security vulnerabilities).		
Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks**
	5%	**500**	**250**
Title	**Sustainability Requirements and Innovation and value add**		
Description	With reference to Sections 3.7 and 3.8 of the request for tender document, Tenderers must outline their proposals for integrating sustainable considerations into the service, which must be pertinent to the subject matter, and appropriate. In addition, any proposals for innovation / value add should be provided, which should be over and above standard contract offerings.		
Criterion E	**Weighting**	**Maximum Marks**	**Minimum Marks**
	20%	**2,000**	**N/A**
Title	**Ultimate Cost – For the purpose of evaluation**		
Description	Cost of the Service over the period of the contract based on the pricing Schedule. Tenderers are required to complete the attached *Appendix 3- Pricing Schedule* Scores for overall cost will be awarded as follows: **Max points available x Lowest responsive valid tender** **Value of individual tender** The lowest responsive valid tender will achieve maximum points and all other tenders will be scored on a sliding scale thereafter using the above formula.		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Scoring of Qualitative Criteria

Score	Meaning	Interpretation

90 – 100%	Outstanding	An outstanding response demonstrating detailed and very clear understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.2 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	**A**
Cost for the tender being evaluated	**B**
Maximum Points available for Cost	**2,000**
Formula employed	$\frac{\textbf{2,000* x A}}{\textbf{B}}$

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made

in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

Award of contract/membership of the framework agreement may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework agreement and award of any contract

6 INSTRUCTIONS FOR TENDERERS

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

6.1 Multiple Participation

All Tenderers should note that if any individual member of a grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a statement declaring that they are aware of this 'multiple participation' and this has been brought to the attention of all the groupings they belong to.

6.2 Queries

The closing date for the queries is specified on the title page.

All queries regarding this competition should be through the messaging facility on www.etenders.gov.ie, including identification of any omissions which would prevent Tenderers from submitting a comprehensive response. Please submit queries as soon as possible.

In circulating responses, queries will be anonymised and will be published in the CfT Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

6.3 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.4 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six calendar days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, email, post or hand delivery) will not be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time, noting that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority takes no responsibility for these steps being the totality of the steps required as different processes may require different actions.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: https://www.etenders.gov.ie/epps/home.do

eTenders system usage queries are managed by eTenders Technical Support: https://www.etenders.gov.ie/epps/PrepareContactUsAction.do

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.5.1 Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

(a) Log-in to the system

(a) Locate the competition using the Advanced Search by Contracting Authority or Resource ID

(b) Click on the hyperlink for the competition which will bring you to the CfT Workspace

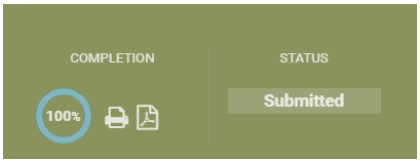
(c) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(d) Complete the “Association with the CfT” tab.

(e) This will then provide you with a link to the “Tender” tab under the Show CfT Menu to enable you to upload your response.

6.5.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a “Submit” button and receiving the following status:



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, you have not formally submitted your tender.

Please note that the screen may say OFFLINE, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to click the “Submit” button.

Please upload your response as a ZIP FILE to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.6 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 tenders are to be returned.

6.7 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.9 Collusive Tendering

If any tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically

disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.10 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

6.11 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. 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 may be invited to attend clarification meetings with the Contracting Authority.

6.12 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - 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 as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority 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 may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.13 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

6.14 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, 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 rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.15 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 Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. 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.

6.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/framework agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.17 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.18 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework Agreement/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework Agreement

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers ('standstill period').

6.19 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.20 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.21 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.22 Brand Names, etc.

Please note in relation to this tender document: where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.23 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.24 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be

availed of during the course of the contract or prior to the handing over of the finished work/product.

6.25 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

7 RELEVANT LEGISLATION

The place of supply will determine the applicable terms and conditions under which supply will be made and place specific obligations on the Contracting Authority to comply with relevant legislative requirements as follows:

7.1 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

7.2 Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable.

- The Safety, Health & Welfare at work Act 2005

7.3 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

7.4 Accessibility / Dignity at Work

The successful tenderers shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

7.5 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

7.6 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders and any subsequent clarifications should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

7.7 International Procurement Instrument

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, services and goods to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

7.8 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial

contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

7.9 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

7.10 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 (“General Data Protection Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

7.11 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.