Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

REQUEST FOR TENDERS

for the provision of MRI Software Fixed Asset Management Licences, Support and Maintenance to the National Treasury Management Agency (NTMA)

(Ref: 2026PR090)

KEY DATES	
Publication Date:	**12 November 2026**
Query Deadline:	**18 November 2026 at 14:00 hours Dublin time**
Response Deadline:	**25 November 2026 at 14:00 hours Dublin time**

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1. BACKGROUND

The NTMA provides a range of asset and liability management services to the Government. It manages Ireland's National Debt and also controls and manages the Ireland Strategic Investment Fund **("ISIF")**, the Future Ireland Fund **("FIF")**, and the Infrastructure, Climate and Nature Fund **("ICNF")**, and performs certain statutory functions as the National Development Finance Agency **("NDFA")**, the State Claims Agency **("SCA")** and the New Economy and Recovery Authority **("NewERA")**.

The NTMA also assigns staff to the Strategic Banking Corporation of Ireland ("**SBCI**") and Home Building Finance Ireland ("**HBFI**") and provides each of these bodies with business and support services and systems.

Further information on the NTMA can be found on www.ntma.ie.

The NTMA reserves the right to update or alter any information contained in this request for tenders ("**RFT"**) at any time.

2. STRUCTURE OF THIS COMPETITION

2.1 This RFT includes the attached schedules and all supporting and supplemental information.

2.2 The National Treasury Management Agency ("NTMA") is seeking tenders for the provision of MRI software fixed asset management licences, support and maintenance (referred to herein as the "Services") and more particularly described in Schedule 4 (The Services). This competition involves the appointment of an economic operator (the "Service Provider") to provide the Services. Each economic operator submitting a tender is referred to as a "Tenderer".

2.3 Tenderers should submit their responses to the RFT in full compliance with Schedule 3 (Form of Tender). Tenderers may only submit one response. If a Tenderer participates in a consortium, it may be a member of one consortium only.

2.4 Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as set out in Schedule 1 (Minimum Requirements) may be permitted to proceed further in this competition. Any Tender that fails to meet a minimum requirement will be eliminated.

2.5 The contract, if awarded, shall be awarded to the Tenderer identified as having submitted the most economically advantageous tender, determined using the award criteria specified in Schedule 2 (Award Criteria). The successful Tenderer shall be appointed subject to the pre-conditions detailed in section 7.3 (Preconditions to Award of Contract).

2.6 Any Services instructed by the NTMA under the Contract shall be governed by the contractual documents identified in the Letter of Acceptance substantially in the form provided in Schedule 5.

2.7 The Contract, if awarded, shall remain in place for an initial period of 12 months and may, at the sole discretion of the NTMA, be extended for one further period of up to 12 months. The successful Tenderer shall perform the Services only as instructed by the NTMA. No guarantee or representation is made by the NTMA in respect of the value or quantity of the Services which may be instructed by the NTMA.

2.8 Award of the Contract does not constitute a commitment or guarantee by the NTMA to procure services from the Service Provider.

2.9 The NTMA reserves the right to award the Contract in whole, in part or not at all at its absolute and sole discretion. The NTMA reserves the right to increase or reduce the scope of services and the anticipated duration of the services at its sole discretion. The NTMA is not obliged to award any Services under the Contract and may procure contracts for the Services in other ways.

3. SCOPE OF SERVICES

3.1 The Services

The Services to be provided under the Contract are more particularly described in Schedule 4 (The Services).

3.2 Additional Services

The NTMA may, from time to time, require the successful Tenderer to undertake additional services ("**Additional Services**"). The NTMA reserves the right to request a fixed cost for any Additional Services where it considers this appropriate.

4. GENERAL INFORMATION

4.1 Consortia

a. If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.
b. If forming a consortium, a lead must be identified in the tender who will be responsible for all communications and co-ordination of the Services.
c. Tenderers must clearly identify in their tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires.
d. A consortium will not be required to convert into a specific legal form in order to submit a tender. The NTMA reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as prime contractor to whom the other members will be sub-contractors.

4.2 Subcontracting

a. Where a Tenderer comprises a lead contractor (who will execute the Contract) and a number of sub-contractors, such sub-contractor(s) may be required to enter into a collateral agreement with the NTMA (in a form approved by the NTMA) and contract award may be conditional upon the provision of such collateral agreements. The NTMA

reserves the right to approve the sub-contract(s) and will expect that the relevant terms of the Contract between the NTMA and the lead contractor will be reflected in such sub-contract(s) insofar as they apply to the relevant sub-contractor.

b. Irrespective of any subcontracting arrangements, the lead contractor shall be the contracting party under the Contract and is liable for the delivery of all Services awarded pursuant to the Contract.

4.3 Reliance on Resources

If a Tenderer is relying on the resources of a parent or other entity in order to meet the minimum requirements detailed in Schedule 1 (Minimum Requirements), the Tenderer must demonstrate the commitment of such other entity to provide the necessary capacities, for example by providing a letter from such entity confirming that it will provide the capacities or resources being relied upon and will execute a contractual commitment to that effect if required by the NTMA to do so.

A guarantee or other commitment from such entity may be required as a condition of contract award.

Where an entity is being relied upon in order to meet the Minimum Experience selection criterion in Schedule 1 (Minimum Requirements), the Tenderer must confirm that the entity being relied upon will itself perform the services for which those capacities are required. If this is not established to the satisfaction of the NTMA, the NTMA will assess the suitability of the Tenderer without taking into account the capacities of such entity.

4.4 Conflicts of Interest

a. Any actual or potential conflict of interest, whether personal, professional or commercial, must be fully disclosed in writing to the NTMA and on an on-going basis throughout this competition and the term of the Contract as soon as any actual or potential conflict becomes apparent.

b. In the event of an actual or potential conflict of interest, the NTMA will, in its absolute discretion, decide on the appropriate course of action, which may involve the exclusion of the relevant Tenderer from the process. If the NTMA determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of the NTMA that appropriate safeguards and measures to manage the conflict have been put in place, then the NTMA may decide to take no action.

c. During the term of the Contract, the NTMA may, in its absolute discretion, decide to terminate the Contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the NTMA either before the Contract was awarded or where an actual or potential conflict arose during the Contract and was not brought to the attention of the NTMA.

4.5 Tendering Costs

Tenderers shall bear all costs associated with participating in the competition, including but not limited to the preparation, submission and clarification of their tenders. The NTMA will not be responsible and/or liable for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

4.6 No Liability

Tenderers may not rely on any information or statements contained in this RFT and the NTMA makes no representation or warranty, express or implied, in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFT will be construed as legal, financial or technical advice. The NTMA shall have no liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. The NTMA will incur no liability or responsibility arising out of, or in respect of, this RFT.

4.7 No Legal Obligation

Tenderers may not rely on anything contained in this RFT as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No contractual relationship, implied or otherwise, or any other legal obligation (including with regard to this competition) will arise between a Tenderer and the NTMA until the Contract has been executed by the NTMA and the successful Tenderer and any conditions precedent to its effectiveness have been fulfilled.

4.8 Governing Law and Jurisdiction

This RFT and the Contract shall be governed by and construed in accordance with Irish law and will be subject to the exclusive jurisdiction of the courts of Ireland. Should there be any conflict between the terms of this RFT and any applicable laws and regulations, the latter will prevail.

4.9 Confidential Information

Subject to section 5.13 (Freedom of Information and Data Protection), if a Tenderer considers that any of the information supplied in its tender should not be disclosed because it is confidential, the Tenderer should, when providing the information, identify that information as “confidential” and specify reasons for its confidentiality. The NTMA will determine, in its absolute discretion acting reasonably, whether such information should be treated as confidential.

4.10 Right to Amend or Terminate the Tender Process

The NTMA may, in its absolute discretion:

a. change the basis of, or the procedures (including the timetable) relating to the tender process;

b. reject any or all of the tenders;

c. invite Tenderers to proceed further at any stage of the tender process;

d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money, which may include requiring a re-submission of any element of tenders;

e. furnish Tenderers with additional information in respect of any aspect of the Services; or

f. abandon the tender process.

4.11 Addendum to RFT Documents

The NTMA will notify Tenderers of its intention to amend the RFT or to clarify any aspect of the RFT by issuing a notice on www.etenders.gov.ie. Such notice shall provide details of the amendments or clarifications and may require the Tenderer to contact the NTMA for further information. The NTMA shall issue a written notice on www.etenders.gov.ie giving full details of such amendments or clarifications. Such notices shall form part of the RFT and may subsequently be incorporated into and form a part of the Contract. Each Tenderer is responsible for reviewing www.etenders.gov.ie for updates and notices in connection with the RFT.

4.12 Requests for Clarification and Enquiries, Ambiguity, Discrepancy, Error or Omission

a. Any queries, perceived ambiguity, discrepancy, error or omission Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie. The Query Deadline for receipt of queries is as defined in the Key Dates table on the front page of the RFT.

   The NTMA shall, as soon as reasonably practicable, following receipt of such notification, notify all Tenderers, by issuing a notice on www.etenders.gov.ie of its decision in respect of such perceived ambiguity, discrepancy, error, omission or query. No other communication by the NTMA shall be considered valid. Tenderers shall make all requests for clarification or enquiries relating to the RFT in writing as soon as possible, but in any case, not later than the Query Deadline. The NTMA reserves the right to, but is not obliged to, respond to queries received after that deadline. The NTMA does not undertake to respond to all queries received.

b. If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its tender it must mark the query as "confidential" or "commercially sensitive". If the NTMA, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the NTMA is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within 24 hours and state the grounds for objection. If the query is not withdrawn or no objection is raised or the NTMA is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the NTMA may issue the query and its response to all of the Tenderers.

c. All responses to requests by Tenderers, contained in addenda issued by the NTMA, will contain the terms of the request (or a summary of it) but shall make no reference to the identity of the Tenderer.

d. Once Tenderers have submitted their tenders, they will be deemed to have fully read and understood the tender documents (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their tenders.

4.13 Confidentiality and Media Communication

Tenderers must treat all communications with the NTMA as confidential. No comments should be made to the media or any third party without the prior express approval of the NTMA relating to:

a. this RFT or the procedure of awarding the Contract;

b. any Services awarded pursuant to the Contract; and

c. the provision of such Services.

4.14 Release of Information

The NTMA may, notwithstanding any provision to the contrary in this RFT, publicise or otherwise disclose, to any third party, information regarding the Contract, the identity of Tenderers (including details of their respective members), the tender process, the award of the Contract or any Services awarded pursuant to the Contract (including, without limitation, details of costs) at any time.

4.15 Interference, Collusion or Canvassing

a. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision may have their tender rejected.

b. If any Tenderer is found to have, at any time, offered to give, or, to have agreed to offer, or, given to any person, any bribe, gift, gratuity, commission or consideration of any kind or an inducement or award for the taking of or forbearing to take any action in relation to the obtaining of its tender, or showing or forbearing to show any favour or disfavour to any person in relation to its tender, the tender submitted by such Tenderer may be disqualified and the circumstances surrounding such action may be referred to the appropriate authority. Any attempt by a Tenderer to influence the process of the tender evaluation or the award of the Contract through canvassing, or, other means, may result in that tender being rejected.

4.16 Environmental, Social and Labour Law

a. In the performance of any contract awarded, the successful Tenderer and their subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.

b. The successful Tenderer shall be required to undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection

of Employees on Transfer of Undertakings) Regulations 2003 (if applicable) and to indemnify the NTMA for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

c. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the NTMA of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The NTMA shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

4.17 Registrable Interest

Any Registrable Interest involving any Tenderer or subcontractor and the NTMA, members of the Government, members of the Oireachtas, or employees and officers of the NTMA and their Relatives must be fully disclosed in the tender, or in the event of this information only coming to the notice of the Tenderer or sub-contractor after the submission of a Tender, must be communicated to the NTMA immediately upon such information becoming known to the Tenderer or sub-contractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The NTMA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this competition or terminating any contract entered into with a Service Provider.

4.18 PAYE Compliance

The successful Tenderer shall comply with all employee payroll tax obligations in Ireland, including pay as you earn ("PAYE"). Tenderers proposing non-Irish employments exercised in Ireland to provide the Services should ensure they consider their employee payroll tax deduction obligations as specified by the Revenue Commissioners of Ireland prior to the submission of their tender.

4.19 Further Information

Except in so far as may be directed in writing by the NTMA, no agent or person employed by the NTMA has any authority to make any representation or give any explanation to Tenderers as to the meaning of this RFT or to any other matter so as to bind or restrict the discretion of the NTMA. Tenderers shall not communicate with any employee or agent of the NTMA in connection with this competition except to the extent and in the manner provided in this RFT.

4.20 Individual Meetings

The NTMA and its representatives shall not meet individual Tenderers in relation to this RFT prior to the submission of tenders.

5. COMPLETION OF TENDER

5.1 Form of Tender Requirements

Tenderers must submit:

a. a duly completed tender and such additional supporting information as may be required as set out in Schedule 1 (Minimum Requirements) and Schedule 3 (Form of Tender); and

b. such other information as the NTMA may request prior to the Response Deadline (as defined in section 6.1).

5.2 Minimum Requirements

Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as detailed in Schedule 1 (Minimum Requirements) may be permitted to proceed further in this competition. Tenders which fail to meet a minimum requirement will be eliminated.

5.3 Award Criteria and Evaluation

Tenders will be evaluated based on the award criteria set out in Schedule 2 (Award Criteria).

5.4 Compliance

a. Tenders may not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the tender on a different footing to other tenders and must be submitted in compliance with this RFT. Tenderers are not permitted to insert items in their tender in addition to those items specifically requested, pursuant to this RFT, save where expressly permitted in this RFT.

b. If a tender fails to comply in any respect with the requirements of this RFT, or is ambiguous, the NTMA shall be entitled (but shall not be obliged) to take such action as it considers appropriate at its absolute discretion, including but not limited to:

(i) rejecting the relevant tender as non-compliant;

(ii) without prejudice to the NTMA's right to reject the tender:

- meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant tender;
- requesting the Tenderer to provide the information or items that have not been provided or have been provided in an incorrect form;
- waiving a requirement which, in the NTMA's opinion is minor or procedural; and/or
- amending the relevant requirements of this RFT and inviting Tenderers to adjust their tenders on the basis of the revised requirement

5.5 Complete Information

a. Tenders should be complete, and all details requested should be submitted. Incomplete tenders may be rejected.

b. Each Tenderer shall be deemed to have satisfied itself, before submitting its tender, as to the completeness and sufficiency of its tender in compliance with the requirements of this RFT.

5.6 English Language

The tenders and all related correspondence must be in the English language.

5.7 Word Count/Page Number Limit

Tenderers should indicate the word count/page number in such parts of their tender where word count/page number limits have been indicated. Where a word count/page number limit has been exceeded the NTMA may elect, at its sole discretion, not to give any consideration to: (a) that full element of the tender where the word count/page number limit has been exceeded; or (b) that element of the tender which exceeds the specified word count/page number limit.

5.8 Clarification of Tenders

To assist in the examination and comparison of tenders, the NTMA may ask Tenderers to clarify their tenders in writing.

5.9 Abnormally Low or High Costs

The NTMA may reject a tender containing Costs (as defined in section 5.11 (a)) that it considers to be abnormally low or abnormally high, and such tender will not form part of the evaluation process.

5.10 Interviews

Following receipt of tenders, the NTMA may arrange interviews with one or more Tenderers at a location in Dublin to be advised by the NTMA or by video conference, to clarify or demonstrate the credibility of its tender. Tenderers should draw no conclusion from the interview of some Tenderers and not others, as some tenders may require clarification and others may not.

5.11 Costs

a. Costs tendered in accordance with section 4.1 of Schedule 3 (the "**Evaluation Costs**") should be denominated in **euro (€)** exclusive of VAT. All Costs should be completed to two decimal places. The VAT rate(s) applicable should be indicated separately.
b. The costs shall include the cost of carriage and delivery of the supplies and all expenses such as software, administration costs, all organisational overheads and costs of photocopying, printing, telephone/data, postage and courier, etc. (but excluding VAT). Cost shall be fixed and free from fluctuations in exchange rates and other costs and no price variation shall be allowed for any rise or fall in the cost of labour, materials, etc., for the duration of the Contract, except where otherwise provided in the Contract.
c. Without prejudice to the generality of section 5.4, costs shall be free of any caveats or conditions.
d. Tenderers should note that the NTMA may publish the Cost of the successful Tenderer under the Contract.

5.12 Tender Validity Period

Tenders shall remain valid for six calendar months from the Response Deadline (as defined in section 6.1 of this RFT) for receipt of tenders (the "**Tender Validity Period**"). The NTMA may, at its sole discretion, extend the Tender Validity Period for an additional period of up to six months from the day the Tender Validity Period would have expired had it not been extended.

5.13 Freedom of Information and Data Protection

a. The NTMA is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the NTMA in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the NTMA will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of the Contract for the services that are the subject-matter of this competition, a right of access to the Contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

b. The submission of any personal data (including any personal data contained in any curriculum vitae) ("Personal Data") with a tender shall be deemed to constitute confirmation from the Tenderer that any such disclosures of Personal Data to the NTMA are lawful such that the NTMA is able to evaluate the tenders. Once it obtains any Personal Data, the NTMA will act as data controller of such data and will retain it for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender up to seven years following completion of the Services. For further information in relation to how the NTMA processes personal data, including a person's various rights under data protection law and details of how to contact the NTMA, please refer to the NTMA Data Protection Statement which is available at: http://www.ntma.ie/information-pages/data-protection-statement/.

6. SUBMISSION OF TENDERS

6.1 Response Deadline

The Response Deadline for receipt of tenders is as defined in the Key Dates table on the front page of this RFT**.** The NTMA may, at its absolute discretion, extend the Response Deadline. Each Tenderer is fully responsible for the safe and timely delivery of its tender.

6.2 Submission

Tenderers should submit their tender via the electronic post box available on www.etenders.gov.ie . Only tenders submitted to the electronic post box will be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Response Deadline.

In order to submit a document to the electronic post box, Tenderers should note that they must click the 'Submit' icon.

6.3 Tenderers to Retain Own Copy

Tenderers should ensure they retain a full copy of their tender.

7. AWARD OF CONTRACT

7.1 Tender Evaluation

The evaluation methodology and award criteria are set out in Schedule 2 (Award Criteria). It is anticipated that the Tenderer that submits the most economically advantageous tender will be awarded the Contract.

7.2 Notification

The NTMA shall notify all Tenderers of the outcome of the competition.

7.3 Preconditions to Award of Contract

Prior to and as a pre-condition to executing the Contract, the NTMA anticipates that it will require the highest-ranking Tenderer to:

a. Provide evidence of tax clearance from the Revenue Commissioners of Ireland, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status (it should be noted in this regard that by providing information for electronic verification, the Tenderer grants permission to the NTMA to use such information in order to verify the Tenderer's tax clearance status);
b. Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with section 4.4;
c. Produce evidence substantiating declarations made with regard to Schedule 1 (Minimum Requirements);
d. Confirm that the Declaration of Eligibility provided in accordance with section 1 of Schedule 1 (Minimum Requirements) continues to apply;
e. Demonstrate compliance with any other applicable legal requirement specified by the NTMA as being a precondition to executing the Contract; and
f. Provide any other information requested by the NTMA.

If the successful Tenderer fails to provide the evidence which is considered by the NTMA as sufficient, it may be excluded from the competition and the NTMA reserves the right to proceed with the next highest ranked Tenderer.

The NTMA reserves the right to require the successful Tenderer to complete a checklist to demonstrate how such Tenderer shall comply with Data Protection Legislation.

7.4 Award of Contract

Subject to compliance with all applicable pre-conditions and review by the NTMA of the Tenderer's standard terms and conditions for the Services, the NTMA shall award a contract to the successful Tenderer by issuing a letter of acceptance substantially in the form contained in Schedule 5 (Draft Letter of Acceptance) of the RFT.

SCHEDULE 1

MINIMUM REQUIREMENTS

PART A – ELIGIBILITY REQUIREMENTS

Tenderers are entitled to rely on the capacity of other entities to meet the Minimum Requirements. Tenderers may also name any subcontractors intended to be involved in performing the contract. In the event that a Tenderer is relying on the capacity of another entity or entities in connection with the Minimum Requirements in Part B of this Schedule 1, or where any subcontractors are proposed, any references in paragraph 1 (Eligibility) below to "Tenderer" shall be interpreted as including such entities/subcontractors.

If an entity being relied upon or a subcontractor is in one of the situations listed below in paragraph 1, the NTMA may require that the Tenderer replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply. In the event that the entity/subcontractor cannot be replaced with another entity/subcontractor to whom the grounds do not apply (including where the NTMA concludes that to permit such replacement would be contrary to law), the NTMA reserves the right to eliminate the Tenderer from the competition.

1. Eligibility

1.1. A Tenderer or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer who has been (or at any time during the procurement procedure becomes) convicted of one or more of the following offences shall be excluded from further consideration:

a. Participation in a prescribed criminal organisation, or

b. Corruption, or

c. Fraud, or

d. Terrorist offences or offences linked to terrorist activities, or inciting or aiding or abetting or attempting to commit such offences, or

e. Money laundering or terrorist financing, or

f. Child labour and other forms of trafficking in human beings.

1.2. a. A Tenderer who is (or at any time during the procurement procedure becomes) in breach of its obligations relating to the payment of taxes or social security contributions where this has been established by a judicial or administrative decision having final and binding effect shall be excluded from further consideration.

b. NTMA may also exclude a Tenderer from participation in the procurement procedure where NTMA can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions.

PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

1.3. The NTMA shall not be obliged to exclude a Tenderer under the grounds referenced in paragraphs 1.1 and 1.2 above where:

a. on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or

b. such an exclusion would be disproportionate, including where:

   i. only minor amounts of taxes or social security contributions referred to in paragraph 1.2 are unpaid, or
   ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in paragraph 1.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.2 before the expiration of the deadline for submitting its tender; or

c. a period of 5 years has elapsed from:

   i. the date of conviction of the Tenderer for an offence referred to in paragraph 1.1 above; or
   ii. the date the relevant breach is established by the judicial or administrative decision referred to in paragraph 1.2 above.

1.4. A Tenderer may be excluded from further consideration at any time during the procurement procedure if:

a. the NTMA can demonstrate by any appropriate means a violation of obligations in the fields of environmental, social and labour law;

b. the Tenderer is bankrupt or is the subject of insolvency or winding-up proceedings, if its assets are being administered by a liquidator or by the court, if it is in an arrangement with creditors, if its business activities are suspended or it is in any analogous situation arising from a similar procedure under Irish laws and regulations PROVIDED THAT notwithstanding the entitlement to exclude a Tenderer under this paragraph (b), the NTMA may decide not to exclude a Tenderer that is in any of the situations referred to in this paragraph (b) where the NTMA has established that the Tenderer will be able to perform the contract taking into account the national rules and measures of the Member State of establishment of the Tenderer or the law of the State, as appropriate, on the continuation of business in those situations;

c. the NTMA can demonstrate, by appropriate means, that the Tenderer is guilty of grave professional misconduct, which renders its integrity questionable;

d. the NTMA has sufficiently plausible indications to conclude that the Tenderer has entered into agreements with other economic operators aimed at distorting competition;

e. a conflict of interest arising in the conduct of the procurement procedure cannot be effectively remedied by other, less intrusive, measures;

f. a distortion of competition from the prior involvement of the Tenderer in the preparation of the procurement procedure cannot be remedied by other, less intrusive, measures;

g. the Tenderer has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting

entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

h. the Tenderer has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the required supporting documents; or

i. the Tenderer has undertaken to unduly influence the decision-making process of the NTMA or obtain confidential information that may confer upon it undue advantages in the procurement procedure or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

The power under paragraph 1.4 to exclude a Tenderer, in the manner there mentioned, shall not be exercisable where the NTMA establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that paragraph.

1.5. Declaration of Eligibility

A declaration ("Declaration of Eligibility") contained in Part 1 of Appendix 1 Tender Response Document must be completed and signed by the authorised representative of the Tenderer and submitted along with the completed tender. Entities being relied upon, and proposed subcontractors must also complete this declaration.

Each Tenderer must provide details where any of the foregoing paragraphs of this section 1 applies to it as at the date of tender submission.

To the extent that any of the situations referred to in section 1.1 or 1.4 apply, a Tenderer is invited to provide details of any factors or circumstances which it believes are relevant to the NTMA's assessment of these grounds for exclusion. For example, such a Tenderer may provide evidence to the effect that measures taken by the Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

In providing the evidence referred to above, factors that will be relevant to the NTMA's considerations will include whether the Tenderer can show that it has:

a. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct concerned;
b. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities, and
c. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The NTMA shall, when evaluating the measures shown to be taken by the Tenderer above, take into account the gravity and particular circumstances of the criminal offence or misconduct concerned. If such evidence is considered as sufficient, the Tenderer concerned shall not be excluded from the procurement procedure. Where the NTMA considers that the measures shown to be taken by the Tenderer are insufficient, the NTMA shall give the Tenderer a statement of the reasons for that decision.

PART B – SELECTION MINIMUM REQUIREMENTS

The following minimum requirements will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements in which case any references in paragraphs below in this Schedule 1 Part B to "Tenderer" shall be interpreted as including such entities. Failure to meet any of these Minimum Requirements will lead to elimination of the tender.

2. Minimum Insurance

The successful Tenderer will be required to have in place for the duration of the contract awarded (and for six years thereafter in the case of Professional Indemnity insurance) the following insurances covering each and every claim in the period (save for Product Liability and Cyber Liability insurance, which shall be maintained with an aggregate limit that is acceptable to the NTMA, in its sole discretion):

- Product Liability € 1 million
- Cyber Liability € 1 million
- Professional Indemnity € 1 million

Should the successful tenderer be required to attend the NTMA's premises during the contract, the NTMA reserves the right to require the successful tenderer to demonstrate prior to such attendance that it holds appropriate levels of the following insurance types:

Employer's Liability
Public Liability

Tenderers must confirm that the Territorial and Jurisdiction limits of all insurances requested apply to the Republic of Ireland and will continue to do so for the duration of the Services and beyond in relation to Professional Indemnity insurance as outlined above.

The successful Tenderer must be able to obtain the above levels of insurance should it be awarded the Contract. For the purposes of responding to this RFT, it shall suffice to complete the self-declaration set out in Part 1 of Appendix 1 Tender Response Document.

The NTMA reserves the right to seek, at any time, evidence substantiating the matters set out in the declaration. In the event that the evidence cannot be produced, or if NTMA is not satisfied that the Minimum Requirement is met, the Tender will be eliminated.

3. Minimum Authorisation Requirement

Tenderers must be authorised to provide MRI Software and have the capability to provide MRI Fixed Asset Management System licence renewals, support and maintenance services. Evidence of this status must be provided with the tender.

SCHEDULE 2

AWARD CRITERIA

Award Criterion	Maximum Marks Available
1. **Evaluation Cost,** as described in section 4.1 of Schedule 3 (Form of Tender)	**100**
TOTAL AVAILABLE MARKS	**100**

Table 1

1. Tender Evaluation Methodology:

The steps set out in this section 1 may be conducted in parallel or in a different order, at the NTMA's discretion.

a. **Schedule 1 (Minimum Requirements) –** Tenders will be assessed for compliance with the minimum requirements contained in Schedule 1 (Minimum Requirements). Such assessment will be conducted on a pass/fail basis. Failure to meet the Minimum Requirements will lead to elimination.

b. **Determination of most economically advantageous tender** - The tender with the lowest Evaluation Cost will be the most economically advantageous tender. The contract, if awarded, will be awarded to the Tenderer that submits the most economically advantageous tender (provided they have not been eliminated in accordance with this RFT).

2. **Tie-Break Criteria**

The following provisions will apply to any tie-break occurring in the evaluation process:

a. If the evaluation results in a tie between two or more tenders, then the tender with the lowest fixed cost for the provision of MRI Software Fixed Asset Management licences, support and maintenance, as stated in the Evaluation Cost Table in Part 2 of Appendix 1 shall be deemed the more economically advantageous tender.

3. **Confidentiality of Evaluation**

Information deemed to be confidential by the NTMA will not be disclosed at any time, save as required by law.

SCHEDULE 3

FORM OF TENDER

TENDERERS MUST FOLLOW THE FORMAT OF TENDER AS SET OUT BELOW. TENDERERS WHO DO NOT FOLLOW THIS FORMAT MAY HAVE THEIR TENDER REJECTED.

Tenderers are referred to Appendix 1 - Tender Response Document which is provided in the suite of tender documents uploaded to www.etenders.gov.ie. Tenderers must address all elements of Appendix 1 as listed below.

In completing their tender, Tenderers should not make assumptions that the NTMA has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their tender.

Tenderers must not submit URLs for consideration as part of their Tender. Such information will NOT be considered.

1. General Information of the Tenderer

Tenderers must complete Part B: Tenderer Information of Appendix 1 Tender Response Document.

2. Conflicts of Interest

Tenderers must complete Part B: Tenderer Information of Appendix 1 Tender Response Document.

Tenderers must disclose any actual or potential conflicts of interest pursuant to section 4.4 (Conflicts of Interest) of this RFT.

3. Minimum Requirements

Tenderers must complete Part 1: Minimum Requirements of Appendix 1 Tender Response Document.

4. Award Criteria

4.1 Evaluation Cost:

Tenderers must complete Part 2: Evaluation Cost of Appendix 1 Tender Response Document.

Tenderers must provide costs (the "**Evaluation Cost**") in euro (€) exclusive of VAT, and inclusive of all expenses for the provision of the Services as described in **Schedule 4** (The Services). Costs tendered must include all administration costs and all costs/expenses. Tenderers are reminded of the conditions detailed in section 5.11 (Costs) of the RFT.

The quantities included in the Evaluation Cost Table are indicative only and do not represent any expectation on the part of the NTMA regarding the volume of activity in relation to the Services.

Tenderers must not adjust the format or the "Quantity" indicated in the Evaluation Cost Table.

5. Declaration by Tenderer:

Tenderers must complete Part 3 of Appendix 1 Tender Response Document.

SCHEDULE 4

THE SERVICES

Note: the successful Tenderer appointed to provide the Services is the "Service Provider".

1. The Services

1.1 Scope of Services

The NTMA requires the renewal of its existing MRI Software Fixed Asset Management System Licences, including support and maintenance (the "Services").

Further information is set out below:

Current System details:

Series 4000 for Central Government – Fixed Asset System

Current Modules:

a. Asset 4000 - version 10.201
b. Inventory 4000 - version 10.200

The Services required in relation to the renewal of the NTMA's existing MRI Software Fixed Asset Management System Licences, including support and maintenance, include the following:

- renewal of three (3) concurrent login licences;
- provide software upgrades to new versions of the software;
- supply controlled service pack/patch set releases for software;
- provide a dedicated telephone and email support desk, available from 09:00 to 17:30, Monday to Friday, excluding bank and public holidays in the Republic of Ireland;
- resolve technical and non-technical matters quickly and efficiently for each priority level listed below:

Priority Level	Description of technical issue
Critical	The IT system, a major function or application is unusable, and that no business-critical work can be done across the NTMA and no workaround is available.
High	A major function, component or application of the IT system is unusable and no workaround is available.
Medium	A system function, component or application has been lost which does not seriously affect business-critical work.

Low	All other problems that do not fall into the three categories above, including requests for IT enhancements such as upgrades.

1.2 Licences and Support Requirements

Support Start Date: 01 January 2027

Duration: 12 months, with the option for the NTMA at its sole discretion to extend for a further 12-month period.

1.3 Technical Consultancy / Training Drawdown Services (Daily Rates)

The NTMA may require the provision of technical consultancy and/or training services on an ad hoc basis (outside the scope of the standard licence support and maintenance) throughout the Contract. It is anticipated that the NTMA may avail of up to 9 drawdown days for these purposes over the duration of the Contract.

The technical consultancy and/or training services may include, but are not limited to, the following:

- user training;
- requirements gathering for enhancements;
- configuration of enhancements in the test environment;
- supporting user acceptance testing of the configuration work;
- deployment of the configuration work to the live environment;
- supporting the NTMA in migrating to new versions of Fixed Asset System.

1.4 Environmental Considerations

The NTMA aims to be net zero in its operations by 2030, and to support the Government's aim of climate neutrality by 2050 through its mandates and ways of working. However, the NTMA's operational emissions are only a small part of its overall carbon footprint. Therefore, the organisation is also measuring a range of scope 3 categories, which include purchased goods and services. Consequently, the NTMA seeks to procure products and services with reduced environmental impacts. Such impacts may include reduced energy consumption, use of recycled or refurbished material or any other impact that is directly relevant to the delivery of the Services.

The Service Provider will be expected to actively manage the environmental impact of the provision of the Services and the NTMA reserves the right to require the Service Provider to provide details of how this will be monitored and reported against.

SCHEDULE 5

DRAFT LETTER OF ACCEPTANCE



Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

To: [Name and address of tenderer]

FAO [ ]

Letter of Acceptance

Regarding: Provision of MRI Software Fixed Asset Management System Licence renewals, including support and maintenance, to the National Treasury Management Agency ("NTMA") (Ref. 2026PR090 / eTenders Ref. [ ])

Date: [ ]

A Dhaoine Uaisle,

We refer to your tender dated [ ] (the "Tender") for the above contract for the provision of MRI Software Fixed Asset Management System Licence renewals for a period of one year, with the option to extend for a further 12 months if required by the NTMA, (unless terminated earlier by the NTMA at its discretion) commencing on 01 January 2027. Terms used in this letter that are defined in the Request for Tender dated [ ] (the "RFT") have the same meaning in this letter. This letter confirms the acceptance of your Tender by the NTMA, on the basis that the contract consists of the following documents:

1. this Letter of Acceptance;
2. the RFT;
3. the following post-tender clarifications: [ ];
4. your Tender (including the fixed cost of €[ ] excluding VAT);
5. the License(s) and Support Agreement(s) entitled [ ];
6. your standard terms and conditions entitled [ ] for the provision of the services.

In the event of any ambiguity or conflict between the contract documents, the order of precedence shall be as set out above.

Please return a copy of this letter acknowledging receipt as indicated below.

Is sinne le meas,

Signed: _____ _____

Authorised Signatory **Authorised Signatory**

On behalf of the NTMA

ACKNOWLEDGEMENT
Receipt of the Letter of Acceptance is hereby acknowledged.

Signed _____
On behalf of [Name of the tenderer]