INVITATION TO TENDER (ITT) FOR THE PROVISION OF ANNUAL REPORT DESIGN SERVICES

SERVICES CONTRACT

Contracting Authority:	**Raidió Teilifís Éireann**
Competition Procedure:	**Open National**
Reference:	**26P065**

Table of Contents

1. INTRODUCTION 3

2. GENERAL PROVISIONS 7

3. PROCESS 17

4. TENDER EVALUATION AND AWARD 24

APPENDIX 1 - SCOPE AND SPECIFICATIONS OF REQUIREMENT 366

APPENDIX 2 TENDER RESPONSE DOCUMENT 477

APPENDIX 3 DATA PROTECTION NOTICE 488

APPENDIX 4 – DRAFT CONTRACT 53

1. INTRODUCTION

1.1 Overview

Raidió Teilifís Éireann ("**RTÉ**") intends to award a contract for the provision of design services for the 2026 RTÉ Group and RTÉ Independent Production Annual Reports.

The duration of the Contract is intended to be 1 year**,** although RTÉ has the right to terminate it earlier. RTÉ also has the right to extend the duration of the Contract by any period or series of periods up to a total of 3 years, so that the Contract may ultimately have a maximum total duration of 4 years.

This Invitation to Tender ("**ITT**"), has been prepared for the purpose of inviting interested parties ("**Tenderers**") to participate in this public procurement competition (the "**Competition**") for the opportunity described herein to be provided to RTÉ.

1.2 Tender Documents

The procurement documents provided to Tenderers are:

- Invitation to Tender (ITT)
- Tender Response Document (TRD)
- Draft Services Contract

All correspondence and documents submitted for this tender must be clearly marked with the tender reference 26P065.

1.3 Important Notice

In no circumstances shall RTÉ, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this ITT. This ITT is being made available by RTÉ on the terms set out herein. The purpose of this ITT is to provide potential Tenderers with the information that they need to decide whether or not to participate in this Competition by submitting a response to this ITT (a "**Tender**"). This ITT must not be used for any other purpose.

These Instructions are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited.

All reasonable care has been taken to ensure that the material set out in this ITT is true and accurate in all material respects as at the time of publication. However, no warranty or representation, express or implied, is given or will be made in relation to such material. No reliance shall be placed on any information or statements contained in this ITT, and no representation or warranty, express or implied, is or will be made by RTÉ or its servants or agents in relation to such information. Without prejudice to the generality of the foregoing, neither RTÉ nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or

statements will remain unchanged. Tenderers must make their own assessment of RTÉ's requirements and the solution needed to meet them. Tenderers will be deemed to have made themselves fully aware of any matters which might affect or influence the preparation of their Tenders.

The information does not purport to be comprehensive or to have been independently verified.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation in connection with this Competition or the ultimate decision of RTÉ in relation to the award of the Contract. RTÉ shall not be obliged to appoint any of the Tenderers to perform the Contract and RTÉ reserves the right not to proceed with the award process (in whole or in part) and to withdraw from the process at any time (for any reason). Apart from the Tenderer's irrevocable undertaking to keep their Tender open for acceptance for the prescribed period, and any undertaking that a Tenderer may be required to give in respect of confidentiality, no legal relationship or other obligation will arise between any Tenderer and RTÉ (including in relation to the Competition itself, as well as the Contract that is the subject of the Competition) unless and until the Tenderer has signed and RTÉ has countersigned the Contract in writing, or a letter of acceptance has been issued to the successful Tenderer, and any conditions precedent to the Contract have been fulfilled. Any notification to a Tenderer that it has been identified as the successful Tenderer does not give rise to any enforceable rights by the Tenderer. The Contract to be entered into with the successful Tenderer will not contain any representation or warranty in respect of this ITT.

Nothing contained in this ITT is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this ITT cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Neither RTÉ nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Contract.

The ITT supersedes any previous documentation, communications and/or correspondence between RTÉ and Tenderers. Tenderers should place no reliance on any such previous interaction.

It is important that Tenderers read the ITT in full and ensure they are fully familiar with RTÉ's requirements and the Competition rules. Failure to do so, and/or to comply with the rules, may mean that a Tenderer is eliminated from the Competition, even if it has in principle submitted the most economically advantageous Tender. In the event that Tenderers have a specific query in relation to the ITT, such query should be submitted to RTÉ in accordance with Section 3.9 (Communications and Queries) below.

RTÉ reserves the right, in its absolute discretion, to take such steps as it considers appropriate to ensure that a healthy competition is maintained throughout all stages of the Competition.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

1.4 Raidió Teilifís Éireann

RTÉ (Raidió Teilifís Éireann) is Ireland's national public service media organisation, providing comprehensive, cost-effective, free-to-air television, radio and online services to the public in Ireland and to audiences internationally. In 2026 RTÉ is marking 100 years of public service media in Ireland. Across that century RTÉ, in its guises as 2RN, Radio Éireann, Teilifís Éireann and latterly RTÉ, has been at the centre of Irish life, informing, engaging and entertaining the nation across an expanding range of services.

RTÉ services are impartial in accordance with statutory obligations. At its heart, RTÉ is a creative organisation, making and commissioning a broad range of high-quality programmes and content for audiences of all ages, in English and in Irish. RTÉ airs the vast majority of the top 50 television programmes broadcast by any channel available in Ireland every year. In 2025, RTÉ aired 45 of the top 50 TV programmes.

RTÉ's television services are RTÉ One, RTÉ One+1, RTÉ2, RTÉ2+1, RTÉKIDS and RTÉ KIDSjr and the RTÉ News channel, while RTÉ also operates four primary Radio stations - RTÉ Radio 1, RTÉ 2fm, RTÉ lyric fm and RTÉ Raidió na Gaeltachta, RTÉ's range of digital services, includes the number 1 news and entertainment website in Ireland - RTE.ie, RTÉ Listen and RTÉ Player, which had another record year in 2025 with over 155 million streams, representing year-on-year growth of 9%. RTÉ Player is also a go-to on demand destinations for top-class Irish content for kids, alongside RTÉ's two curated YouTube channels, RTÉ KIDS and RTÉ KIDSjr and award-winning RTÉKIDS Podcasts on rte.ie. RTÉ has launched a new, improved RTÉ News app and a new audio app, RTÉ Listen

RTÉ Listen provides audiences with a significantly enhanced audio experience, bringing together live radio, podcasts and on-demand audio content within a modern, curated platform designed to surface RTÉ content beyond traditional station boundaries.

RTÉ Archives maintains a collection of audiovisual recordings, photographs and documents relating to RTÉ output from 1926 to the present day on behalf of the nation. The RTÉ Archives website remains a central resource for public engagement and a vital tool for researchers, educators and cultural stakeholders, recording approximately 2.8 million visitors, 6.1-million-page views, 3.5 million visits and 1.3 million media plays in 2025.

The ever-popular RTÉ Concert Orchestra has since 1948 brought a wide repertoire of music to new audiences and supported national and international artists through live,

broadcast and recorded performances and regularly performs a wide range of material to audiences in venues and locations across the country.

Saorview, Ireland’s first free-to-air digital television service, is owned and managed by RTÉ, and includes RTÉ's and other broadcasters’ television and fm radio services.

2rn, officially RTÉ Transmission Network DAC, is a wholly owned subsidiary of RTÉ. It operates as an independent company that manages Ireland’s main digital television and radio transmission infrastructure, including Saorview.

2. GENERAL PROVISIONS

2.1 Group Tenderers

2.1.1 Tenderers may be submitted by groups of undertakings (such as a consortium) or individually. In the case of a consortium or group, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed elsewhere in this ITT requiring an entity being relied upon to supply certain information).

2.1.2 For the purposes of this Competition that consortium/group shall appoint a single representative authorised to represent all members of that group of undertakings. RTÉ will take this to be the case in its communications with that Tenderer. The Tenderer must identify the group member who is authorised to represent all members of the group and with whom RTÉ shall communicate until this Competition has been completed or terminated. Correspondence from any other person (including from any sub-contractor) will not be accepted, acknowledged or responded to.

2.1.3 Where the successful Tenderer is a consortium/ group (in whatever form and irrespective of the legal relationship between them), it is anticipated that each member of the consortium/ group will be required to be jointly and severally liable for the performance of the Contract, although RTÉ reserves the right to require the Tenderer to contract on a different basis, such as a lead contractor with a number of sub-contractors.

2.2 Multiple Participation

2.2.1 Where any entity wishes to participate in (or act as an advisor to) more than one Tenderer for this Competition, or wishes to tender both in its own right and with another Tenderer, it must contact RTÉ promptly (and in any event at least 3 weeks prior to the Deadline for submission of Tenders) in accordance with the query procedure set out in section 3.9 to seek the consent of RTÉ to such an arrangement. RTÉ will consider the request and may seek further information from the entity. RTÉ reserves the right, at its absolute discretion, to refuse to allow such multiple participation or to allow it only on the basis of certain conditions such as information barriers preventing the leakage of information from one Tenderer to the other. Where Tenders are submitted without the entity complying with this section, RTÉ reserves the right to take such action as it considers appropriate, including (but not limited to) eliminating any one or more of the relevant Tenders from the Competition.

2.2.2 It is the responsibility of each Tenderer to ensure that any entity with whom it is participating has informed it as to whether such entity is also seeking to be involved with another Tenderer. If Tenders are submitted and this Section 2.2 (Multiple Participation) has not been complied with, RTÉ may take such steps

as it considers appropriate, which may include eliminating one or more of the relevant Tenderers from the Competition.

2.2.3 Tenderers shall not, without the prior approval of RTÉ, enter into exclusive arrangements with any entity where the entity is a supplier of proprietary parts or services, which are required for the performance of the Contract and which are not generally available in the marketplace. Where a Tenderer is already party to such an exclusive arrangement as of the date of publication of this ITT, the Tenderer must inform RTÉ promptly and RTÉ will take such steps as it considers appropriate.

2.3 Publicity

2.3.1 RTÉ has the right (and in some cases may have an obligation) to publicise or disclose to any third party, information regarding the Contract (including the Tender Fee), the identity of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), or the selection of the successful Tenderer(s), the status of the Competition or the award of the Contract or any contract(s).

2.3.2 Tenderers may not engage in any publicity about the Competition or the award of the Contract unless RTÉ has given express prior written consent to do so. This includes statements to the media and/or publication on any website or on social media.

2.3.2 All material made available by RTÉ to Tenderers during the course of this Competition:

a) is the property of RTÉ and is furnished for the sole purpose of enabling the Tenderer to participate in the Competition; and

b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of RTÉ, and without prejudice to the generality of the foregoing, any such material should not be used, reproduced or labelled in a way that would disclose the identity of the Authority.

2.4 Freedom of Information Act Requirements

2.4.1 RTÉ is, or may be, or may become subject to legislation on access to information, such as the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018. Information provided by Tenderers during this Competition (including personal data submitted) may be liable to be disclosed under any such legislation. Therefore, where Tenderers consider any information they provide in the course of this Competition to be commercially sensitive or confidential in nature or otherwise exempt from disclosure under access to information legislation, the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the

reasons it believes the information is exempt from disclosure. Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the ITT. This may then be taken into account by RTÉ in considering requests, if any, for access to such information under access to information legislation, and RTÉ may (but is not obliged to) consult with the Tenderer regarding its release where required by legislation to do so (although Tenderers should note that the information may still be released).

2.4.2 Where Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to an access to information request without further notice to or consultation with the Tenderer. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Tenderer. If RTÉ decides to release particular information relating to a Tenderer, the Tenderer may have the option to appeal this decision in accordance with the provisions of the relevant legislation.

2.4.3 RTÉ accepts no liability whatsoever in respect of any information provided by a Tenderer which is subsequently released or in respect of any damage or loss suffered as a direct or indirect result of such release.

2.4.4 Tenderers shall note, on conclusion of the Contract, that the Contract and associated documents will be open to public examination to the extent required by the access to information legislation.

2.5 Data Protection Requirements

2.5.1 Where a Tenderer includes any personal data in its Tender, including any personal data relating to Tenderer personnel, by submitting its Tender the Tenderer confirms that such personal data is provided to RTÉ in full compliance with Data Protection Law. In the ITT, "**Data Protection Law**" means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679), and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

2.5.2 RTÉ is a separate and independent controller in relation to any personal data it receives from any Tenderer and it is entitled to collect and use such personal data for the purposes of this Competition in accordance with the Data Protection Notice at Appendix 3 (Data Protection Notice). The Tenderer shall

make the Data Protection Notice available to any data subject's whose personal data is provided to RTÉ in its Tender.

2.5.3 Should any personal data be made available to Tenderers as part of the Competition, each Tenderer must ensure it complies with Data Protection Law in relation to that personal data, including:

a) only processing such personal data to the extent reasonably required for the purposes of the Competition;

b) notifying RTÉ of any unauthorized use or disclosure of such personal data made by the Tenderer, its employees or agents;

c) ensuring it returns/destroys all such personal data when it is no longer required for the purposes for which it was made available to the Tenderer; and

d) taking all necessary organisational and technical measures to protect the personal data from unauthorised disclosure or loss.

2.5.4 The procurement documents set out, in respect of each criterion or requirement, whether a response is required in order to avoid elimination from this Competition. Even where a failure to respond or to provide relevant personal data will not, of itself, lead to elimination, failure to provide such personal data may affect the completeness or quality of your response to the procurement documents (which may affect the assessment of such response).

2.5.5 The successful Tenderer's obligations in respect of personal data processed on behalf of RTÉ during the term of the Contract are set out in the Contract.

2.6 Conflicts of interest and registrable interests

2.6.1 Any conflict of interest (actual or perceived) or potential conflict of interest on the part of a Tenderer or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors), must be fully disclosed to RTÉ as soon as such conflict or potential conflict becomes apparent. This obligation to notify RTÉ is an ongoing one throughout this Competition, including after the submission of Tenders. Where there is any conflict of interest or potential conflict of interest RTÉ may (but is not obliged to) invite the relevant Tenderer(s) to propose means by which the conflict might be addressed. RTÉ shall, in its absolute discretion, decide on the appropriate course of action to address the conflict, which may include eliminating a Tenderer from the Competition.

2.6.2 A conflict of interest may include, but is not necessarily limited to, any situation where a Tenderer, or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors) has any connection to a staff

member of RTÉ or of a procurement service provider acting on behalf of RTÉ which could amount, directly or indirectly, to a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

2.6.3 Without prejudice to the foregoing, any registrable interest, involving the Tenderer or any individual employees or agents of a Tenderer (and/or its consortium members or any entities relied upon for the purposes of section 4.4 of this ITT or any sub-contractors) and RTÉ, members of the Board of RTÉ, members of the Government, members of the Oireachtas or employees of RTÉ or their relatives must be fully disclosed in the Tender, or should be communicated to RTÉ immediately upon such information becoming known to the Tenderer, if later. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995 (available at https://www.irishstatutebook.ie/). RTÉ will, at its absolute discretion, decide on the appropriate course of action to deal with any Registrable Interest, which may include eliminating a Tenderer from the Competition.

2.6.4 Where there is a link of any nature between the Tenderer and any other Tenderer submitting a Tender in this Competition (for example, but not limited to, where both Tenderers are members of the same corporate group), the Tenderer must disclose this in its Tender. RTÉ will consider the impact (if any) of such a link on the Competition and reserves the right to take any such action as may be appropriate and proportionate.

2.7 Confidentiality and intellectual property

2.7.1 Each Tenderer (and any other party who receives a copy of the ITT) (each a "**Receiving Party")** must keep confidential any information relating to the business, affairs or plans of RTÉ which is designated as "confidential" or which ought reasonably to be regarded as confidential which is obtained under or in connection with the Competition, including, without limitation, their participation in the Competition and this ITT ("**Confidential Information**") and must not divulge the same to any third party without the prior written consent of RTÉ.

2.7.2 The Receiving Party must ensure that its personnel and all other of its employees having access to Confidential Information are subject to the same obligations as set out in this Section 2.7 (Confidential Information) and must take all reasonable steps to ensure that its personnel and employees are made aware of and perform such obligations.

2.7.3 The Receiving Party may disclose Confidential Information:

a) if and to the extent required by law or for the purpose of any judicial inquiry or proceedings;

b) to its professional advisers, auditors and bankers; or

c) if and to the extent that RTÉ has given prior written consent to the disclosure.

2.7.4 RTÉ is entitled to disclose to any person any information about the Competition, including the identity of the Tenderers and details of their respective members, the Services, the Tender process or the award of the Contract (including, without limitation, details of the Tender Fee) at any time. For the avoidance of doubt Tenderers should note that the identity of Tenderers may be disclosed to other Tenderers in the Competition.

2.7.5 The Receiving Party may not use, communicate, reproduce or publish any material made available to Tenderers during the course of this Competition for any other purpose, without the prior written permission of RTÉ and, in particular, any such material should not be used, reproduced or labelled in a way that would disclose the identity of RTÉ.

2.7.6 The Receiving Party acknowledges that all rights in any materials (including, without limitation, this ITT) provided by RTÉ to the Receiving Party shall at all times vest in and be the absolute property of RTÉ.

2.8 Prior knowledge

Tenderers must not make assumptions that RTÉ or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with the provisions of this ITT).

2.9 Corrections to Pricing Submission and Abnormally Low Tenders

2.9.1 RTÉ may, without any responsibility for this, examine the details submitted in the Pricing Submission for errors and omissions.

2.9.2 RTÉ reserves the right to correct Tenderers' completed Pricing Submissions for errors and/or omissions at it's absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if RTÉ considers it appropriate to do so. RTÉ shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission and Tenderers should not assume they will have any opportunity for errors to be corrected. RTÉ's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

2.9.3 Tenderers should ensure that the Pricing Submission is robust and represents a genuine offer to perform the Contract for the tendered prices. Tenderers must not submit unbalanced tenders or abnormally low rates/prices. If, in RTÉ's opinion, any tendered amounts (whether individual rates or prices or the overall Tender Fee) are abnormally low, or if the allocation of tendered amounts is unbalanced, RTÉ may commence an inquiry as envisaged by Regulation 69(1) of the European Union (Award of Public Authority Contracts) Regulations 2016. As part of this inquiry, RTÉ may require the Tenderer to

provide further written details as to its pricing, the constituent elements of such tendered amounts or any other information which RTÉ considers relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authority Contracts) Regulations 2016.

2.9.4 RTÉ reserves the right to request any information it deems appropriate for the Tenderer to substantiate the prices entered in the Pricing Submission. Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, RTÉ is of the view that the tendered amounts (whether the individual rates or prices or the overall Tender Fee) are not sustainable or credible, RTÉ may reject the Tender.

2.10 Independent Enquiries

RTÉ reserves the right to make independent trade, credit and security inquiries about Tenderers to verify information provided in a Tender before identifying a preferred Tenderer or awarding the Contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.

2.11 Environmental, Social and Labour Law

2.11.1 In fulfilling their Contract obligations, the successful Tenderer and their sub-contractors (if any), are required to comply with all applicable obligations in the field of environmental, social and labour law that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 11 of the European Union (Award of Public Authority Contracts) Regulations 2016. Tenderers will note that in the Form of Tender, they are required to confirm that they have taken account of these in preparing their Tender. Tenderers should also note the Regulation 57 exclusions (see further section **Error! Reference source not found.** of this ITT) and should take note of the fact that RTÉ reserves the right to exclude a Tenderer from the Competition if RTÉ can demonstrate by any appropriate means a violation of social, environmental or labour law in accordance with Section 2.13 (Sanctions). Where RTÉ is satisfied that a subcontractor has violated social, environmental or labour law, RTÉ reserves the right to require that such subcontractor be replaced (and where that is not possible, or where RTÉ is satisfied that it would be inappropriate having regard to applicable procurement law, RTÉ may eliminate the relevant Tenderer). In considering how to manage any situation arising in accordance with this paragraph, including whether or not the Tenderer or sub-contractor has self-cleaned in accordance with Regulation 47, RTÉ reserves the right to seek further details from the Tenderer or subcontractor, including any information

prepared in accordance with the Corporate Sustainability Reporting Directive and/or the Corporate Sustainability Due Diligence Directive (if applicable).

2.11.2 The Protection of Employees (Temporary Agency Work) Act 2012 (the "**2012 Act**") provides that in certain circumstances, 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 Contract will involve the provision of Agency Workers (within the meaning of the 2012 Act), without prejudice to the generality of Section 2.11 (Environmental, Social and Labour Law) Tenderers should ensure that they are mindful of their obligations under the 2012 Act when pricing their Tender. RTÉ will have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the Contract.

2.11.3 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services. Tenderers must comply with any applicable statutory terms relating to minimum pay and to legally binding sectoral agreements and, without prejudice to the generality of this Section 2.11 (Environmental, Social and Labour Law), must take these into account when preparing Tenders.

2.11.4 The application of Council Directive 2001/23/EC on the approximation of 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 SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("**TUPE Regulations**"), will be determined as a matter of law.

2.11.5 Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it. RTÉ does not make any representations, and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations or as to the accuracy of any information provided. Compliance with the TUPE Regulations (insofar as applicable) shall be the responsibility of the successful Tenderer and the Tenderer shall not be entitled to any additional payment to cover the costs of compliance.

2.12 No Canvassing or Collusion

2.12.1 If any Tenderer (or a person associated with a Tenderer such as an employee or advisor of the Tenderer), in connection with this Competition or the Contract:

a) directly or indirectly canvasses or offers any inducement, fee or reward to any employee or agent of RTÉ or its advisors;

b) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018, or the Regulation of Lobbying Act 2015 or any other applicable law in the field of fraud or corruption;

c) approaches any employee or agent of RTÉ or its advisors except as expressly authorised in this ITT;

that Tenderer may be eliminated from the Competition, without prejudice to any other civil remedies available to RTÉ and without prejudice to any criminal liability which such conduct may attract.

2.12.2 Any Tenderer who, in connection with this Competition:

a) fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Tenderer;

b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from participating in the Competition;

c) causes or induces any person to enter such agreement as is mentioned in this Section 2.12 (No Canvassing or Collusion);

d) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission which is likely to undermine the Competition or affect any other Tender or proposed Tender; or

e) communicates the contents of its Tender to any person other than RTÉ (or those it needs to consult for the purposes of preparing its Tender) or carries on any other form of co-operation or collusion which RTÉ considers has actually or potentially undermined the Competition

may be eliminated from the Competition, without prejudice to any other civil remedies available to RTÉ and without prejudice to any criminal liability which such conduct may attract.

2.12.3 Tenderers' particular attention is drawn to the provision of the Competition Acts 2002 to 2022. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Please note that, should RTÉ become aware of direct or indirect communications (through trade associations or otherwise) between Tenderers relating to the Contract, or which might facilitate price collusion, RTÉ may disqualify such Tender(s) or Tenderers and may notify the matter to the Competition and Consumer

Protection Commission with the recommendation that action be taken against such Tenderers.

2.13 Sanctions

RTÉ reserves the right to exclude any Tenderer from the Competition should RTÉ be of the view that the possibility of ultimately entering into any contract with RTÉ (bearing in mind any group members, entities relied upon or subcontractors) shall be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers are required to disclose in the Form of Tender any issues giving rise to possible sanctions application.

2.14 Law and jurisdiction

Irish law is applicable to the ITT and the Competition. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the ITT or the Competition.

3. PROCESS

3.1 Invitation to Tender

Interested parties are now invited to tender for the Contract in accordance with the terms of this ITT. Following consideration of Tenders in accordance with the evaluation criteria identified in this ITT, RTÉ may, at its discretion, award the Contract to the Tenderer submitting the most economically advantageous Tender. RTÉ will evaluate Tenders based on the criteria set out in Section 44 (Tender Evaluation and Award) of this ITT.

3.2 Procurement Procedure

3.2.1 Tenderers should note that this Competition is not governed by the European Union (Award of Public Authority Contracts) Regulations 2016, and Tenderers should not assume that the provisions therein will apply to the conduct of this Competition. Notwithstanding this, Tenderers should not assume that they will have any opportunity to negotiate with RTÉ in relation to its Tender or on the Contract terms after the submission of Tenders.

3.2.2 This Competition is being run as a national open procedure, which means that Tenderers are required to submit information about (1) their general ability to perform the Contract (selection criteria), and (2) details of their specific offer for delivering the Contract (award criteria). Section 44 (Tender Evaluation and Award) of this ITT explains how both the selection criteria and award criteria will be assessed for this Competition.

3.2.3 RTÉ intends to appoint one successful Tenderer (but does not bind itself to).

3.2.4 RTÉ does not undertake to accept any Tender and RTÉ may cancel the Competition at any time prior to the Contract being entered into.

3.3 Competition Timeline

The anticipated timetable for the Competition is set out below, although Tenderer should note that this is indicative only and may be subject to change:

Tender Milestone	Date
Publication of eTenders Notice and Issue of ITT	18 November 2026
Deadline for Receipt of Queries	No later than 1:00pm Irish time on 27 November 2026
Deadline for Receipt of Tenders	No later than 1:00pm Irish time on 08 December 2026
Successful Tenderer identified	January 2027
Award of Contract	January 2027
Contract Commencement	January 2027

3.4 Deadline for Receipt of Tenders

3.4.1 The deadline for receipt of Tenders is specified in Section 3.3 (Competition Timeline) above (the "**Deadline**"). The onus is on Tenderers to ensure their Tender has been received prior to the specified Deadline, and that all required tender documentation has been included in their Tender.

3.4.2 It is the responsibility of Tenderers (and not RTÉ) to ensure that they are familiar with and understand how to use eTenders so as to ensure that their Tender(s) are submitted on time. It is not advisable to wait until the last moment to upload documents in case of connection difficulties or other technical problems. It is the responsibility of Tenderers to ensure that their Tenders are uploaded to eTenders on time and RTÉ has no responsibility in this regard. Only in exceptional circumstances will RTÉ consider admitting Tenders received after the Deadline, and this will be entirely at the discretion of RTÉ.

Please allow yourself sufficient time to upload your document(s). Depending on the size of the documentation Tenderers are warned that this process may take some time. Once the closing time has passed the eTenders system does not allow for any additional documentation to be uploaded. RTÉ is not responsible for any system issues experienced by a Tenderer due to network congestion or poor network speeds experienced by tenderers when attempting to upload tenders.

If you require assistance with using the www.eTenders.gov.ie website or are having difficulty uploading your Tender please contact eTenders.

3.4.3 RTÉ has the right to extend the Deadline, and if it does so it will notify Tenderers via the eTenders website (www.etenders.gov.ie).

3.5 Delivery of Tenders

3.5.1 Tenderers shall submit an electronic copy submission which must be submitted via the submission facility available on www.etenders.gov.ie. Tenders submitted by any other means (including email, fax, post or hand delivery) will NOT be accepted, save that RTÉ may, at its absolute discretion, consider accepting a Tender which has been submitted other than via eTenders in exceptional circumstances.

3.5.2 The Form of Tender, included in the TRD (Form of Tender) must be submitted with the Tender. This form must be completed and signed by a person authorised to bind the Tenderer. The Tender shall be signed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts, which may include the use of electronic signatures. The name of each person signing shall be typed or written in block capitals below their signature. The official capacity or authority of the persons signing shall also be shown. For the avoidance of doubt, documents requiring a wet ink signature and/or sealing must be completed, printed, signed and/or sealed, scanned and uploaded to the eTenders submission facility in line with the requirements of this document. No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender other than completing it in accordance with its terms.

3.5.3 Only the completed Pricing Submission may contain any pricing information.

3.5.4 All submissions must be compiled such that they can be read immediately using Microsoft Office or PDF reader. Tenderers must ensure electronic documents are legible and not corrupt. RTÉ is not responsible for corruption in electronic documents.

3.6 Submission of Tenders

3.6.1 The working language of the project will be English and all Tenders, supporting documents and correspondence will be required to be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with RTÉ, is not in the English language, the Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail. RTÉ has the right to ask the Tenderer to submit a notarised translation, at the Tenderer's cost, if deemed appropriate by RTÉ.

3.6.2 Tenders will be assessed on the basis of the information contained in the Tender (as may be clarified in accordance with the provisions of the ITT). Tenderers should not assume that RTÉ has any prior knowledge of them or

of their service provision. Tenderers are not permitted to make any alteration whatsoever to the Pricing Submission or Form of Tender (other than filling in the required information).

3.6.3 RTÉ will not follow web links in any documentation. The Tender and all supporting documentation should be page numbered and cross referenced to the ITT where appropriate and be fully indexed.

3.7 Tender Validity Period

Tenderers will see from the Form of Tender that Tenders are required to be kept open for acceptance for a specified period from the Deadline. It is a condition of submission of a Tender that such Tender remains open for acceptance by RTÉ for the period set out in the Form of Tender.

3.8 Amendments and Clarifications

3.8.1 If RTÉ is of the opinion that a clarification of and/or amendment to the ITT and/or additional information is required to be issued then RTÉ shall be entitled, at any time, to make any such clarification of and/or amendment to the ITT and/or issue such additional information.

3.8.2 RTÉ may seek clarification or further information or both from one or more of the Tenderers. RTÉ may meet with one or more Tenderers for these purposes. RTÉ will confirm to the Tenderer concerned in written minutes any clarification arising from such meeting and the Tenderer will be required to confirm or correct the minutes in writing.

3.8.3 RTÉ reserves the right to amend the ITT, their requirements and any information contained herein at any time by notice, in writing, to the Tenderers. RTÉ reserves the right, without liability, to take such steps at any time in respect of the Competition as are considered appropriate, including (but not limited to):

a) Changing the basis of, or the procedures (including the timetable) relating to, the Tender process;

b) Amending the ITT by notice in writing to the Tenderers;

c) Rejecting any, or all, of the Tenders;

d) Not awarding the Contract;

e) Not inviting a Tenderer to proceed further;

f) Not furnishing a Tenderer with additional or updated information in respect of any aspect of the Contract and/ or the Competition;

g) Taking any step that it considers appropriate to ensure that healthy competition is maintained during the Competition; or

h) Abandoning the Competition.

3.9 Communications and Queries

3.9.1 Tenderers may not address queries to, or communicate with, RTÉ other than in the manner provided for in this Section 3.9 (Communications and Queries). All enquiries regarding any element of this Competition must be forwarded to RTÉ via the eTenders messaging facility at www.etenders.gov.ie. Queries may not be made verbally or by any other means.

3.9.2 No approach of any kind in connection with this ITT can be made directly or indirectly to any other person within, or associated with, RTÉ and any attempt to do so may, at RTÉ's absolute discretion, result in the elimination of the Tenderer from further participation in this Competition. Tenderers are referred to Section 2.12 (No Canvassing or Collusion).

3.9.3 Queries must be received by RTÉ not later than the Deadline for Queries identified in Section 3.3 although RTÉ reserves the right (but is not obliged) to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by RTÉ by this deadline.

3.9.4 Queries from Tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all Tenderers to ensure that all Tenderers have the same opportunity to respond. RTÉ will, if appropriate, circulate copies of all queries submitted pursuant to this Section 3.9 (Communications and Queries), together with RTÉ's responses thereto, to all Tenderers by posting the responses to the queries via eTenders website; namely, www.etenders.gov.ie. Accordingly, it is critical that Tenderers record their interest in this Competition via the www.etenders.gov.ie website. Otherwise, a Tenderer may not receive a breakdown of queries submitted, together with RTÉ's responses thereto.

3.9.5 RTÉ will endeavour to respond to all reasonable queries/requests received prior to the Deadline for Queries but does not undertake to respond to all queries/requests received. RTÉ may, at its absolute discretion, respond to queries received after that date.

3.9.6 RTÉ reserves the right to respond separately to a Tenderer's query if, in RTÉ's absolute opinion, the response is particular to that particular Tenderer. RTÉ does not accept responsibility for any communications issued by it, which are missed or not received by Tenderers, or for communications issued by Tenderers, which are not received by RTÉ.

3.9.7 Where a Tenderer believes a query is confidential or commercially sensitive, it must mark the query 'Confidential' and set out why it believes the query is confidential/commercially sensitive. If RTÉ, in its discretion, is satisfied that the query is confidential or commercially sensitive, the query and the response

will be kept confidential (without prejudice to Section 3.9.8 and 2.4 (Freedom of Information Act Requirements) and subject to any legal obligations on RTÉ).

3.9.8 If RTÉ does not consider it would be appropriate to answer the query on a confidential basis, it will tell the Tenderer and give the Tenderer a short opportunity to object to RTÉ's view and explain why, or to withdraw the query. If the Tenderer does not withdraw the query, or object to RTÉ's view, within the period allowed, RTÉ may issue the query and response to all Tenderers. Even if the Tenderer objects, or withdraws the query, if RTÉ considers that, notwithstanding the objection, the query is not confidential/commercially sensitive, it may issue the query and response to all Tenderers.

3.9.9 As stated in Section 3.8 (Amendments and/or Clarifications), RTÉ has the right, at any time, to issue clarifications or updated information to Tenderers via the eTenders messaging facility. This may include information prompted by a confidential query, even if the confidential query has been withdrawn by a Tenderer.

3.9.10 Any issues or queries which Tenderers have regarding the proposed Contract must also be raised via the query process set out in this Section 3.9 (Communications and Queries) prior to the Deadline for Receipt of Queries.

3.9.11 If a Tenderer becomes aware of any ambiguity, discrepancy, error or omission in the ITT, it should immediately notify RTÉ, even after the deadline for queries has expired. RTÉ will, following receipt of such notification, consider the issue raised and respond to Tenderers via the messaging facility on eTenders. RTÉ is not liable for any such ambiguity, discrepancy, error or omission.

3.10 Tendering Costs

3.10.1 Tenderers shall bear all costs associated with the preparation and submission of their Tenders. RTÉ shall not be responsible and/or liable to pay for any costs, expenses or losses whatsoever which may be incurred by the Tenderer in the preparation or submission of its Tender or in relation to any interviews, presentations, clarifications or additional information associated with the evaluation of submitted Tenders that may arise following submission, or otherwise arising from participation in the Competition, regardless of the conduct or outcome of the Competition (including where the Competition is abandoned by RTÉ).

3.11 Change in circumstances

3.11.1 If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform RTÉ as soon as it becomes aware of this to seek RTÉ's approval in respect of such change and/or RTÉ's approval in respect of the

continued participation of the Tenderer in the Competition in light of the change in circumstances (as applicable). This includes, without limitation, adverse changes to the Tenderer's financial situation, change in the composition of a Consortium or the identity of proposed subcontractors, or the identity of proposed key personnel. RTÉ reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the procurement process. Failure to notify such changes may result in elimination from the Competition.

3.11.2 If it comes to RTÉ's attention (whether notified by the Tenderer or otherwise) that:

a) there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or

b) information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

RTÉ may (but is not required to) revise its assessment of the Tenderer's Tender (including whether the Tender meets the selection criteria) or whether that Tender can be included in the evaluation on the basis of the information then available to RTÉ.

4. TENDER EVALUATION AND AWARD

4.1 Introduction

4.1.1 RTÉ will evaluate and rank compliant Tenders which have not been eliminated based on an evaluation of the criteria set out below. RTÉ proposes to conclude the Contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked Tender) when assessed in accordance with Section 4.6 (Award Criteria).

4.1.2 RTÉ reserves the right to validate and clarify the contents of Tenders in parallel to the evaluation of Tenders outlined in this Section 44 (Tender Evaluation and Award) or to otherwise alter or vary the sequence of any steps identified in the evaluation.

4.2 Validation of Tenders and Non-compliant Tenders

4.2.1 Tenders will initially be examined for completeness and compliance with this ITT. While RTÉ has the right to seek clarification from Tenderers in relation to completeness and/or compliance issues, it is not obliged to do so and it may eliminate Tenders that are incomplete and/or noncompliant following this initial compliance check. RTÉ's decision about whether the Tender is compliant or not, and the consequences of that, will be final.

4.2.2 Tenders must not be qualified in any way but must be submitted in accordance with the ITT (this includes making the Tender expressly or implicitly conditional on certain assumptions). Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Tenders must contain all the information which the ITT requires to be submitted with the Tender. RTÉ's decision on whether a Tender is compliant will be final.

4.2.3 Tenderers will also be examined to check that (i) the Tenderer should not be excluded on the basis of the Eligibility criteria set out in Form 2 of the TRD and (ii) the Tenderer meets the selection criteria set out in Section 4.5 (Selection Criteria). Tenders which are not eliminated following this step will be assessed in accordance with the provisions of Section 4.6 (Award Criteria) of the ITT.

4.2.4 If a Tender fails to comply in any respect with the requirements set out in the ITT, RTÉ shall be entitled (but shall not be obliged) to take any such action as it considers appropriate at its discretion. Examples of the actions RTÉ may take include the following:

a) rejecting the relevant Tender as non-compliant;

b) without prejudice to RTÉ's right to reject the Tender:

i. meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;

ii. requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;

iii. waiving a requirement which, in RTÉ's opinion is minor or procedural; and

iv. clarifying or amending the relevant requirements of the ITT and inviting Tenderers to adjust their Tenders on the basis of such revised requirement, provided however that no amendment and/or change to a requirement of the ITT, shall be permitted if, in the opinion of RTÉ, the amendment and/or change, if accepted, would constitute a material amendment and/or change to RTÉ's requirements.

4.3 Not Used

4.4 Reliance on resources

4.4.1 Where, in order to meet the selection criteria set out at Section 4.5 (Selection Criteria) and prove its financial, economic and/or technical standing (including for the avoidance of doubt, with regard to turnover) to RTÉ, a Tenderer (or a member of a Tenderer, in the case of a group) who wishes to rely on the resources of another entity or undertaking (including, for example, but not limited to, reliance on a parent company's resources), the Tenderer must include with its Tender evidence which satisfies RTÉ that the resources relied upon will be made available if the Tenderer is successful. For example, a Tenderer may provide a letter from such other entity confirming that it is committed to providing the necessary resources, or a Tenderer relying on a parent company for financial resources could submit a written undertaking from the parent confirming that it will enter into a parent company guarantee in a form satisfactory to RTÉ if the Tenderer is successful. A guarantee from such entity may be required as a condition of contract award. If availability of resources being relied upon is not established to the satisfaction of RTÉ, RTÉ will assess the suitability of the Tenderer without taking into account the resources of the entity being relied on. If an entity is being relied on in relation to educational and professional qualifications or relevant technical or professional experience, the evidence must also confirm that the entity will be involved in the performance of the relevant part of the Contract. If RTÉ deems that the evidence provided (following clarification, at the discretion of RTÉ) is not satisfactory, RTÉ reserves the right to disregard the resources being relied on when carrying out its assessment under Section 4.5 (Selection Criteria)

and evaluate the Tenderer based on its own financial, economic and technical standing.

4.4.2 Not Used

4.4.3 If RTÉ determines that the entity being relied on does not meet the selection criterion for which it is being relied on, or is subject to exclusion under Regulation 57, it may, subject to applicable law, ask the Tenderer to replace such entity with an entity which is not subject to exclusion/does meet the relevant selection criterion. If RTÉ takes the view that it would be incompatible with applicable law to permit the entity being relied upon to be replaced, the Tenderer may be eliminated from the Competition.

4.4.4 If RTÉ determines that there are grounds for exclusion of a sub-contractor under Regulation 57, it may, subject to applicable law, ask the Tenderer to replace such sub-contractor. If RTÉ takes the view that it would be incompatible with applicable law to permit the subcontractor to be replaced, the Tenderer may be eliminated from the Competition.

4.4.5 If a Tenderer is asked to replace an entity or sub-contractor under this Section 4.4 (Reliance on Resources) and the Tenderer does not do so, or the replacement does not meet the relevant selection criterion or is subject to exclusion, the Tenderer may be eliminated from the Competition.

4.5 Selection Criteria

4.5.1 Tenderers will either pass **or** fail each of the selection criteria in this Section 4.5 (Selection Criteria). In the event a Tenderer fails one or more of the selection criteria, the Tenderer will be excluded from participating further in this Competition.

4.5.2 The notes below explain, in respect of each Selection Criterion, whether a substantive response is required with the Tender, or alternatively whether it is permissible for a Tenderer to respond by way of self declaration at this stage. Where this section 4.5 and the relevant section of the Tender Response Document specifies that a substantive response is required as part of the Tender, the Tenderer must ensure that a substantive response is provided with the Tender itself.

4.5.3 The suitability of Tenderers to perform the Contract will be evaluated by reference to the following selection criteria:

Selection Criteria	Requirement	Minimum Required
1. Turnover	Tenderers must have turnover of at least **€150,000** per annum in each of the last three financial years. If the date of establishment is more recent, the annual turnover of the Tenderer for each year the Tenderer has been established must equal or exceed **€150,000** (excl. VAT).	Pass
2. Insurance	Employers Liability: €12,700,000 Public Liability: €6,500,000 Professional Indemnity: €500,000 Cyber Liability: €1,000,000	Pass
3. Technical and Professional Ability	Tenderers will be required to demonstrate that they have sufficient recent and relevant experience to deliver a contract of this nature.	Pass

Notes on Selection Criteria

1. Turnover

This criterion shall be marked on a pass/ fail basis as follows:

PASS:	The response demonstrates that the Tenderer has the required Turnover.
FAIL:	The response does not demonstrate that the Tenderer has the required Turnover.

In the first instance, it shall suffice for the purpose of responding to the ITT for Tenderers to declare by way of TRD that they satisfy the Turnover requirement(s) set out at above and that they are able, upon request and without delay, to provide any supporting documentation to RTÉ in each case.

Upon request from RTÉ, Tenderers must provide any supporting documentation requested within such period as may be determined by RTÉ. Such supporting

documentation may include the audited accounts of the Tenderer or, where audited account are not available for a reason deemed satisfactory by RTÉ, a letter from the Tenderer's accountant confirming the relevant turnover figures. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform RTÉ of the reason and, if RTÉ considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of RTÉ, that the selection criterion is met. If RTÉ is not satisfied with the evidence provided the Tenderer may be eliminated.

2. Insurance

This criterion shall be marked on a pass/ fail basis as follows:

PASS:	The response demonstrates that the Tenderer has or will be in a position to put in place the required insurances set out above.
FAIL:	The response does not demonstrate that the Tenderer has or will be in a position to put in place the required insurances set out above.

Tenderers must maintain at its sole cost and expense the minimum insurance levels stated in the table above, for the benefit of RTÉ at all times for the duration of the Contract and for such further times as is reasonable and /or may be required in the circumstances or by law. If the successful Tenderer is a consortium, each member must meet each of the below requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.

In the first instance, it shall suffice for the purpose of responding to the ITT for Tenderers to declare by way of TRD that they will be in a position to put in place the required insurances set out above and that they will be able, upon request and without delay, to provide the relevant supporting documentation to RTÉ in each case.

Upon request from RTÉ, Tenderers must provide any supporting documentation requested within such period as may be determined by RTÉ. Such supporting evidence shall include a confirmation from the Tenderer's insurance broker or insurer to the effect that the required insurances are in place or that they can be put in place if the Tenderer is successful in being awarded the Contract. Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform RTÉ of the reason and, if RTÉ considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of RTÉ, that they have the required capacity. If RTÉ is not satisfied with the evidence provided the Tenderer may be eliminated.

3. Technical and Professional Ability

This criterion shall be marked on a pass/ fail basis as follows:

PASS:	The response demonstrates that the Tenderer has the required experience.
FAIL:	The response does not demonstrate that the Tenderer has the required experience.

Tenderers will be required to demonstrate that they have sufficient recent and relevant experience to deliver a contract of this nature.

Tenderers are required to complete the template response document in the TRD, providing responses to all questions set out. Tenderers must ensure that they provide sufficient information to allow RTÉ to evaluate the similarity of the contracts provided to the Services detailed in Appendix 1 of the ITT.

The three reference contracts should demonstrate experience of design, data visualisation, infographic or chart-led work from some or all of the following type of Reports:

- Annual Reports.
- Corporate Reports.
- Sustainability Reports.
- Public Sector Publications.
- Financial Statements and Governance Reports.

Tenderers must submit a substantive response to this Selection Criterion with their Tender. It shall not suffice for Tenderers to simply declare by way of TRD that they satisfy the Technical and Professional Ability requirement(s) set out above.

The contracts must have been completed within the last 3 years in order to be considered recent.

RTÉ will only consider three contracts. Tenderers should not submit additional contract details. If more than three contracts are submitted RTÉ will only evaluate the first three contracts listed in the contract summary table. Any other contracts submitted will not be evaluated.

Where any details relating to previous contracts are considered confidential, Tenderers must ensure that they have provided sufficient information to allow RTÉ to judge the similarity of the contract to the present requirements. If the total value of

each contract is not known, please give your best estimate. Failure to provide any of the requested information may result in the failure of this selection criterion.
A Tenderer may demonstrate Technical and Professional Ability through the experience of sub-contractors, by providing details of the sub-contractors' relevant experience (as part of the contracts).

Where the experience of a sub-contractor is relied upon, the Tenderer will be required to show the commitment of that sub-contractor to the Tenderer's participation, and that such participation will be in the area to which the experience is relevant.

4.5.4 Tenderers who pass the selection criteria above will be evaluated under the award criteria in accordance with Section 4.6 (Award Criteria).

4.6 Award Criteria

4.6.1 The identification of the successful Tenderer, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria set out in the table below, identifying the most economically advantageous Tender. Tenderers should note that substantive responses must be provided to the award criteria in the Tender.

Award Criteria	**Marks Available**	**Minimum Required**
1. Methodology, Project Management Approach and Understanding of Requirements	30	60% of Total Marks Available
2. Creative Design, Portfolio and Data Visualisation Capability	20	60% of Total Marks Available
3. Key Personnel	15	N/A
4. Innovation & Continuous Improvement	5	N/A
5. Sustainability	5	N/A
6. Price This criterion is sub-weighted as follows: • Total Fixed Fee in Pricing Schedule 20% • Hourly Rates 5%	25	N/A
Total	**100**	

4.6.2 Section 4.7 (Price Assessment) below explains how marks will be awarded under the Price criterion. For each of the other criteria identified in the above table, RTÉ shall award marks on the following basis:

4.6.3 RTÉ will initially award a raw score out of **10** to the response to each Award Criterion, bearing in mind the scoring guidance set out in the table below.

4.6.4 The raw score awarded will then be converted into a mark out of the maximum mark available, by applying the following formula:

((raw score)/10) * (maximum mark available for that criterion) = mark awarded

4.6.5 The mark awarded will be calculated to two decimal places, applying standard rounding rules. So, for example, if a criterion had a maximum mark of **25** and the raw score awarded was **6**, the mark awarded would be **15** (ie, ((**6**)/**10**) * **25**).

Score	Description
10	An excellent response offering RTÉ confidence that the approach outlined will facilitate an excellent delivery of the Services.
8-9	A very good response offering RTÉ confidence that the approach outlined will facilitate a very good delivery of the Services.
6-7	A good response offering RTÉ confidence that the approach outlined will facilitate a good delivery of the Services.
4-5	A limited response offering RTÉ confidence that the approach outlined will facilitate delivery of the Services in a limited manner.
2-3	A poor response offering RTÉ a poor level of confidence as to the delivery of the Services.
0-1	Fails to meet requirements; no evidence or wholly non-compliant.

4.6.6 Individual statements in the above bands are separate and not cumulative. Where a response has elements of more than one band, the evaluation team shall determine the appropriate band based on their professional judgement.

4.6.7 Where any minimum marks are specified above, Tenderers should note that failure to achieve the relevant minimum marks will result in the Tender being eliminated from consideration. In the event that a Tender is eliminated from consideration due to a failure to reach the minimum marks set out in the table

at Section 4.6.1, then that Tenderer's Pricing Submission will not be taken into consideration.

4.6.8 RTÉ reserves the right to request written clarifications or hold clarification meetings with Tenderers before completing the final assessment under the award criteria. The Tenderer's performance at clarification meetings will not be evaluated under the award criteria. The Tenderers shall prepare a written response of the clarifications following the meeting and submit same to RTÉ within such a time period as specified by RTÉ (the "Written Responses"). Only the Written Responses will be taken into account by RTÉ in the evaluation.

4.6.9 Page limits may be set out in the TRD for Tender responses to certain criteria and where this is, Tenders shall be kept to the maximum number of A4 pages stated in a font no smaller than Arial 10. RTÉ will not consider pages beyond the specified limit. Where additional information is permitted to be submitted outside of the page limit for a particular criterion this will be clearly noted in the criterion; if it is not so noted then all requested information must be supplied within the noted page limits.

4.6.10 Cross referencing among different parts of the Tender is not permitted.

4.7 Price Assessment

4.7.1 The Pricing Submission set out in Form 6 of the TRD must be completed by all Tenderers. Failure to complete the Pricing Submission in full and to quote on this basis may result in a Tenderer's proposal being excluded from consideration. Tenderers are not permitted to make any alteration whatsoever to the Pricing Submission, other than filling in the required information.

4.7.2 The marks awarded under the Price criterion will be calculated in accordance with the following formula:

$$\text{Marks scored} = \left(\frac{\text{price of lowest non-eliminated Tender}}{\text{price of Tender being evaluated}} \right) \times \text{marks available for Price}$$

4.7.3 The Tender with the lowest price (which has not otherwise been eliminated in accordance with the ITT) will receive the maximum score achievable under the Price criterion.

4.7.4 Marks will be rounded to two decimal places.

4.7.5 Tenderers must complete all elements of this Pricing Submission, with amounts being given in figures to two decimal places. Spaces must not be left

blank. The terms “included”, dashes, “NA”, or similar terms, must not be used – figures must be used at all times. Without prejudice to RTÉ’s powers in relation to non-compliances with this ITT or RTÉ’s powers in relation to abnormally low amounts in Tenders, if any Tenderer submits a zero price, reserves the right (but shall not be obliged) to substitute a figure of €1 for evaluation purposes.

4.7.6 All prices included by Tenderers in their Tender must be all-inclusive (including all costs/expenses such as travel and subsistence), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable must be indicated separately. Tenders are assessed on the VAT-exclusive figure.

4.7.7 Tenderer’s attention is drawn to Section 2.9 of this ITT which includes provisions relating to ‘Corrections to Pricing Submission and Abnormal Tenders’.

4.7.8 The pricing submitted by a Tenderer in the Pricing Submission must not be dependant on any assumptions or qualifications.

4.7.9 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

4.8 Tie Break

4.8.1 In the event of a tie, the Tender with the highest mark for criterion No. 1 will be deemed to be the higher-ranked Tender.

4.9 Notification

4.9.1 As soon as practicable after RTÉ has made a decision about the award of the Contract RTÉ will notify all Tenderers of the outcome of this Competition. This notification will not form the Contract or any contract or other obligation and specifically will not obligate RTÉ to award or enter into the Contract.

4.9.2 Tenderers should note that RTÉ may, when notifying unsuccessful Tenderers of the results of this Competition, include any information which RTÉ considers is required by law to be disclosed, which may include the price of the successful Tender and the scores obtained by the successful Tender together with a description of its characteristics and relative advantages when compared with their Tender.

4.10 Letter of intent

4.10.1 RTÉ may issue to the selected Tenderer a letter of intent requiring that Tenderer to submit to RTÉ any or all of the following together with any other items that RTÉ deems appropriate:

a) Evidence of tax clearance. The selected Tenderer may be required to provide its Tax Clearance Access Number and Tax Reference

Number to facilitate online verification of its tax status by RTÉ. By supplying these numbers the selected Tenderer agrees that RTÉ has their permissions to verify the tax cleared position online. It is a pre-condition to entering into the Contract with the Tenderer that RTÉ is satisfied with the Tenderer's tax status;

b) Evidence of required insurances;

c) Evidence substantiating the declarations made in the TRD (if not already provided to RTÉ); and

d) Any other items which RTÉ considers appropriate.

4.10.2 The issuance of a letter of intent by RTÉ shall not in any way constitute the award of this Contract and the Contract shall not come into force in any way without the issue of either a Letter of Acceptance by RTÉ or the formal execution of the Contract by RTÉ and the successful Tenderer.

4.10.3 If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the time allowed, RTÉ may take such steps as are considered appropriate, including (but not limited to):

a) executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided);

b) allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or

c) proceeding to initiate award to the Tenderer who submitted the next most economically advantageous Tender, seriatim, and seek to conclude a contract with that Tenderer.

4.10.4 Without prejudice to the foregoing, in the event that RTÉ is unable to conclude the Contract with this Tenderer, RTÉ reserves the right (but is not obliged) to revert to the next highest ranked Tenderer, seriatim, and seek to conclude the Contract with that Tenderer. This is without prejudice to RTE's rights to terminate the Competition.

4.11 Letter of Acceptance

RTÉ may create the Contract by issuing a Letter of Acceptance in respect of such Contract at any time during tender validity period (subject to any standstill period which may be required by law), or alternatively, RTÉ may formally execute the Contract with the Successful Tenderer.

4.12 Proposed Contract

4.12.1 A copy of the Contract proposed to be entered into between RTÉ and the successful Tenderer is attached at Appendix 4 (Draft Contract). Please note

the specific technical and other requirements are detailed elsewhere in this document and in the conditions in the Contract. The successful Tenderer will be required to enter into the Contract with RTÉ on the basis of the terms and conditions set out in Appendix 4 (Draft Contract). RTÉ shall draft and specify the final form of the Contract.

4.12.2 No commitment of any kind, contractual or otherwise, will exist unless and until the formal Contract has been executed by or on behalf of RTÉ or RTÉ has issued a Letter of Acceptance in accordance with section 4.11 above.

4.12.3 As stipulated in Section 3.9.10, any issues which a Tenderer may have with the proposed Contract must be raised by way of Tender query as per Section 3.9 (Communications and Queries) prior to the Deadline for Receipt of Queries. As outlined in Section **Error! Reference source not found.**, Tenderers should not assume that they will have any opportunity to negotiate with RTÉ in relation to its Tender or on the Contract terms after the submission of Tenders and Tenderers are referred to paragraph 2 of the Form of Tender in this regard.

APPENDIX 1

SCOPE AND SPECIFICATIONS OF REQUIREMENT

1. Overview

This Section details the Services required of the successful Tenderer. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change.

The successful Tenderer will be required to comply with applicable RTÉ policies as deemed necessary by RTÉ. In addition, the successful Tenderer will have to comply with all applicable laws, in particular (but without limitation) in respect with environmental, social and labour law, as set out at section 2.11 (Environmental, Social and Labour Law).

2. Scope of the Contract

2.1 Introduction

RTÉ requires the services of a suitably qualified and experienced service provider to design the RTÉ Group and the RTÉ Independent Production Annual Reports in both English and Irish. **The successful Tenderer will be expected to act as a creative partner, providing constructive advice and recommendations on layout, content presentation, visual hierarchy, use of imagery, graphics and data visualisation, rather than solely formatting material supplied by RTÉ.**

In the event that RTÉ requires assistance with the design of other ad hoc reports, RTÉ may, at its discretion, request the successful Tenderer to provide a quote for such design work, in accordance with the hourly rates in the Contract.

Note: If required, any such work will be minor and in addition to the main focus of this contract which is the Annual Reports.

2.2 Contract Term and Annual Requirement

RTÉ intends to appoint a service provider for an initial period of one year, with the option to extend the Contract for up to three further one-year periods, subject to satisfactory performance, continued business need and the terms of the Contract. The maximum possible

Contract term is four years. RTÉ does not guarantee that any extension option will be exercised.

During each year of the Contract, the successful Tenderer will be required to design and produce:

- the RTÉ Group Annual Report in English and Irish;
- the RTÉ Independent Production Annual Report in English and Irish.

The scope, service requirements and deliverables set out in this specification will apply to each annual reporting cycle during the Contract term, unless otherwise agreed in writing.

The Annual Report is a key corporate publication that communicates the organisation's performance, achievements, governance arrangements, financial results, strategic objectives and public value delivered during the reporting period.

The objective of this procurement is to:

- Produce professional, visually engaging and accessible Annual Reports.
- Present complex narrative, financial, statistical and performance information in a clear and
- easily understood format.
- Reflect RTÉ's corporate identity and brand guidelines.
- Produce publication-ready files suitable for digital publication and, where required, print production.
- Ensure compliance with applicable accessibility and public-sector communication standards.
- Secure a supplier that will proactively identify and recommend opportunities to improve the visual communication of information, including through charts, infographics, diagrams, timelines and summary graphics.

2.3 Background and Context

The successful Tenderer will provide a full design and production service, including design, creation of artwork, typesetting, layout, proactive review and redesign of charts and graphics,

development of infographics and data visualisations, preparation of final files for digital publication and print production, accessibility assurance and project management.

The design and production process usually occurs from February to May/June each year. Amendments may continue up to the publication date and can require turnaround within 24 hours.

A separate design is required for each Report. RTÉ will select the preferred design for each Report from new options presented by the successful Tenderer each year.

RTÉ will provide English and Irish text, financial data and available imagery. The successful Tenderer will remain responsible for identifying where the material could be communicated more effectively through improved layout, graphics or data visualisation.

RTÉ's Annual Reports will be published primarily as accessible PDF documents through RTÉ's website. Development of a standalone Annual Report website is not included in the core scope of this procurement.

A final English-language Word version of the RTÉ Group Annual Report will also be required in a format suitable for the relevant iXBRL preparation and filing process. The detailed technical requirements for this deliverable will be agreed with RTÉ at project initiation.

Physical printing is outside the core scope of this procurement. The successful Tenderer will, however, be required to prepare press-ready artwork and liaise with RTÉ and/or an appointed printer where necessary.

3. Scope of Services

3.1 Project Management

The successful Tenderer shall:

- Assign a dedicated Account Manager and Design Lead, together with named backup contacts.
- Develop, agree and maintain a detailed project plan covering both Reports, languages, dependencies, review stages and final deliverables.
- Attend project meetings as required and provide clear status reporting.
- Manage all design and production stages through to final approval and handover.
- Maintain robust version control, proof numbering, comments logs and an agreed process for consolidating stakeholder feedback.

- Demonstrate sufficient capacity to manage parallel workstreams and urgent amendments during peak reporting and publication periods.
- Allow for multiple iterations of each report, to enable RTÉ to review and provide feedback.
- Acknowledge urgent requests promptly and support turnaround within 24 hours where required during agreed peak periods.

3.2 Creative Design

The successful Tenderer shall:

- Develop an overall design concept for each of the two Annual Reports for each year of the Contract.
- At the commencement of the Contract, provide a minimum of three genuinely distinct creative concepts for the RTÉ Group Annual Report and the RTÉ Independent Production Annual Report, sufficient to allow RTÉ to select the preferred creative direction for each Report. In subsequent annual reporting cycles, the successful Tenderer will refresh and develop the selected designs, unless RTÉ requests a material redesign.
- Ensure concepts represent materially different creative routes rather than minor variations of one design.
- Apply RTÉ's brand guidelines and ensure a consistent visual identity throughout each publication.
- Provide constructive creative challenge and recommendations on visual hierarchy, layout, imagery and presentation of key messages.

3.3 Design and Layout

The successful Tenderer shall provide:

- Cover design
- Internal page design
- Typesetting and formatting
- Chapter and section design
- Pull quotes and key messages
- Tables, charts and financial statement layouts
- Case studies and feature pages
- Governance and financial statement sections
- Appendices
- English and Irish layouts for both Reports

3.4 Infographics, Graphics and Data Visualisation

The successful Tenderer will be expected to take a proactive and creative approach to the visual presentation of information throughout both Reports and not simply reproduce charts, tables or graphics supplied by RTÉ.

The successful Tenderer shall:

- Review narrative, financial, statistical and performance information supplied by RTÉ and proactively identify opportunities where information could be communicated more effectively through charts, infographics, diagrams, timelines, dashboards or other visual treatments.
- Recommend appropriate data visualisations and graphical treatments to RTÉ during the design process.
- Develop new charts and graphics from underlying data supplied by RTÉ, where appropriate.
- Redesign existing charts, tables and graphics to improve clarity, readability, visual impact and consistency.
- Translate complex financial, operational and performance information into clear and accessible visual communications.
- Ensure that visualisations are accurate and do not distort or misrepresent the underlying data.
- Apply a coherent and consistent visual language across charts, tables and infographics throughout each Report.
- Ensure that charts, tables and data visualisations meet the applicable accessibility requirements.
- Provide editable/source versions of all charts, graphics and infographics created under the Contract.

3.5 Image Management

The successful Tenderer shall:

- Source royalty-free imagery where requested and approved by RTÉ.
- Process and optimise supplied images.
- Ensure all imagery is suitable for the intended digital and/or print use.
- Obtain and document all necessary image licensing rights for imagery sourced by the Tenderer.

3.6 Accessibility Requirements

The successful Tenderer must ensure that all final digital publications comply with the accessibility requirements including at a minimum those specified below and demonstrate how compliance has been tested.

The successful Tenderer shall:

- Meet WCAG 2.2 Level AA requirements applicable to the final digital publications
- Produce properly tagged PDFs with appropriate document structure, heading hierarchy, reading order, bookmarks, table structures and document language settings.
- Ensure suitable color contrast, legible typography and accessible treatment of charts, tables and infographics.
- Carry out and document a final accessibility quality check before delivery.
- Identify the individual responsible for accessibility assurance and describe the tools and methodology used to test compliance.

3.7 Proofing, Accuracy and Quality Assurance

The successful Tenderer shall:

- Undertake quality assurance reviews at each agreed proof stage.
- Ensure consistency of formatting, spacing, pagination, headings, styles and visual treatments throughout each Report.
- Incorporate stakeholder comments through multiple review stages and maintain an auditable comments log.
- Check that chart values, table figures, units, labels, legends and graphical representations agree to the source data supplied by RTÉ.
- Check page references, note references, contents pages, hyperlinks and other cross-references.
- Maintain alignment between corresponding English and Irish editions, while allowing for language-specific layout requirements.
- Complete a final pre-publication production and accessibility check before files are released.

4. Deliverables

4.1 Design Deliverables

The successful Tenderer shall provide:

- Three genuinely distinct creative concepts for each Report.
- Cover design concepts for each Report.
- Representative sample internal page layouts, including narrative, governance, financial and feature content.
- Representative chart, table, infographic and data visualisation designs.
- A design system/style guide for each selected concept, covering typography, color, chart styles, tables, icons and recurring page treatments.
- Microsoft Word, or similar, versions of the Reports for RTÉ review, edit and commentary.

4.2 Final Deliverables

The successful Tenderer shall provide:

- Final English and Irish versions of the RTÉ Group Annual Report.
- Final English and Irish versions of the RTÉ Independent Production Annual Report.
- Press-ready PDF files where required.
- Web-optimised accessible PDF files.
- Packaged native design files, including InDesign files, links and approved fonts or font licensing information.
- Editable/source files for all charts, graphics, diagrams and infographics.
- High-resolution image and graphic files in appropriate formats.
- Final English-language RTÉ Group Annual Report in the agreed Word format for the iXBRL preparation and filing process.
- Accessibility test/check report setting out the checks performed and any limitations or agreed exceptions.
- A complete and logically structured final archive and handover package enabling RTÉ or a future supplier to access and reuse the project files.

5. Indicative Annual Report Characteristics

The following volumes are indicative and may vary by year. Tenderers must include reasonable variations in page count, charts, tables, images and proofing activity within the fixed annual price.

Tenderers must clearly state their assumptions. Assumptions must not exclude any core service or deliverable. A change will be treated as out of scope only where it materially alters the agreed nature or scale of the services and has been approved in writing through the Contract change-control process before the work begins.

Requirement	RTÉ Group Annual Report	RTÉ Independent Production Annual Report
Approximate number of pages	Approximately 220* [subject to change]	Approximately 80-120*[subject to change]
Photographs	Varies by year	Varies by year
Infographics and bespoke graphics	Varies by year; proactive recommendations required	Varies by year; proactive recommendations required
Charts and tables	Varies by year; includes financial and performance information	Varies by year
Physical print copies	**Outside core scope unless expressly requested**	**Outside core scope unless expressly requested**

***The number of pages of the Annual Reports is dependent on design. There may further requirements expected in our reporting resulting from any revisions/requirements in the Broadcasting Act.**

6. Service Levels and Timelines

The final project timetable will be agreed at the outset of each annual reporting cycle and will reflect the availability of approved content, financial statements, translations and RTÉ approvals. The successful Tenderer must nevertheless meet the following minimum service expectations:

- Provide an initial detailed project plan within 10 working days of RTÉ issuing the annual project brief.
- Provide initial creative concepts in accordance with the agreed project plan.
- Maintain agreed turnaround times for routine proofs and amendments.
- Support turnaround within 24 hours for agreed urgent amendments during identified peak/finalisation periods, subject to the nature and volume of amendments.
- .
- Notify RTÉ immediately of any actual or potential risk to delivery and propose a recovery plan.
- Provide final artwork and all required deliverables within the agreed publication timetable.

Final acceptance will occur when RTÉ has received and approved all required English and Irish versions, accessible PDFs, any required press-ready files, the agreed Word file, packaged native design files, editable chart and graphic files, the accessibility test report and the complete handover archive, and when any material defects identified by RTÉ have been corrected.

7. Key Personnel

The Successful Tenderer must have an experienced and competent team who will be made available in accordance with the agreed project timelines.

Roles that will be required include but not limited to:

- Account and project management
- Creative leadership
- Graphic design and data visualisation
- Production artwork and typesetting
- Accessibility assurance
- Quality assurance and final file production

RTÉ reserves the right to require continuity of key personnel and prior approval of material substitutions.

8. Innovation & Continuous Improvement

The successful Tenderer shall be expected to propose, over the duration of the contract, innovative approaches, tools, methodologies, and value-added services that will enhance the quality, accessibility, reach, and effectiveness of the Annual Report. The objective is to encourage solutions that improve stakeholder engagement, strengthen the organisation's brand, and maximise the overall value derived from the Annual Report.

This may include but not limited to:

- Innovative design concepts that improve readability, accessibility, and stakeholder engagement.
- Creative approaches to presenting complex financial and operational information through infographics, visual storytelling, illustrations, and data visualisation.
- Use of digital technologies to enhance the Annual Report, including interactive PDFs, microsites, digital publications, animations, or multimedia content.
- Innovative methods for gathering, reviewing, and managing content during the report development process.
- Approaches to improving accessibility for users with disabilities, including document structure, typography, color contrast, and digital accessibility features.
- Recommendations for inclusive design practices that support a diverse audience.

9. Sustainability

The public sector has a responsibility to implement green procurement, in order to support Ireland's environmental and wider sustainable development objectives. The Department's position on GPP implementation is outlined in Circular 17/2025: Updated Green Public Procurement (GPP) Instructions for Public Sector Bodies.

The successful Tenderers will be expected to assist with the implementation of any current, new or updated environmental and social policy and reporting requirements as they arise.

The successful Tenderers will be expected to support compliance with those Environmental and Social policy requirements at the direction of RTÉ .

10. Intellectual Property and Handover

All intellectual property requirements will be governed by the final Contract. The specification and Contract must use consistent wording on when ownership transfers and on the treatment of background intellectual property, third-party fonts, licenses, imagery and other assets.

Subject to the final Contract, RTÉ must receive ownership of, or sufficient perpetual rights to use, reproduce, adapt, amend, publish, archive, transfer and reuse, all project-specific deliverables and source materials created under the Contract. The Tenderer must identify all background intellectual property and third-party assets, including fonts, stock imagery, software and templates, and specify the applicable license terms and restrictions before use. The final handover must enable RTÉ or a replacement supplier to continue the work without avoidable dependency on the incumbent supplier.

11. Data Protection, Confidentiality and Information Security

The successful Tenderer may process personal data and confidential, commercially sensitive or embargoed information on behalf of RTÉ in connection with the Services. The successful Tenderer must:

1. Process personal data only on documented instructions from RTÉ and enter into RTÉ's required data-processing agreement, including the provisions required by Article 28 GDPR;

2. Maintain appropriate technical and organisational measures proportionate to the nature of the information and the risks presented by the processing;

3. Restrict access to authorised personnel who are subject to appropriate confidentiality obligations;

4. Use only RTÉ-approved methods for transferring, storing, accessing and collaborating on RTÉ material;

5. Identify all proposed sub-processors, processing locations, hosting arrangements and international transfers, and not appoint or materially change a sub-processor without the contractually required notice or approval;

6. Not upload RTÉ information, personal data or unpublished material to any generative AI service or use such information for model training without RTÉ's prior written approval;

7. Notify RTÉ immediately of any actual or suspected personal-data breach, security incident, unauthorised disclosure or loss affecting RTÉ information and provide all reasonably required assistance;

8. Assist RTÉ with data-subject rights, regulatory enquiries, investigations and compliance assessments;

9. Return or securely delete RTÉ personal data and confidential information at the end of the relevant retention period or on RTÉ's instruction, subject to any archive specifically required to be handed over to RTÉ; and
10. Provide reasonable evidence of compliance with these requirements when requested.

The successful Tenderer will be required to provide the following as evidence

1. Their proposed processing and hosting locations.
2. A list of material sub-processors and the service each provides.
3. The collaboration, proofing, storage and transfer platforms they intend to use.
4. Details of relevant security certifications or independent assurance reports.
5. Their access-control, encryption, backup and secure-deletion arrangements.
6. Their incident-notification and response process.
7. Their intended use of generative AI, automated image tools or AI-assisted design platforms.
8. Their standard retention period for client source files, proofs, comments logs and backups.
9. Any international-transfer mechanisms they expect to rely on.
10. Any security incidents materially affecting comparable client information during an appropriately defined look-back period.

APPENDIX 2

TENDERER RESPONSE DOCUMENT

Attached as a separate document for completion by Tenderers

APPENDIX 3

DATA PROTECTION NOTICE

Introduction

RTÉ is committed to protecting personal data provided to it during the Competition. As part of your response to the procurement documents for this Competition, you may provide personal data relating to you or your organisation, employees or other third parties. This Data Protection Notice aims to inform you about:

How RTÉ uses your personal data you may provide to it as part of the Tender Submission;

The legal principles and lawful basis under which RTÉ process your personal data; and

Your rights regarding your personal data.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

As set out in Section 2.5.1 of the ITT, "**Data Protection Law**" means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Acts 1988 to 2018.

About RTÉ

Raidió Teilifís Éireann is a statutory body and the national public service broadcaster of Ireland. It was established initially as Radio Éireann under the Broadcasting Authority Act 1960 and under its current iteration as a statutory corporation under the Broadcasting Act, 2009. RTÉ has a registered office at RTÉ Head Office, RTÉ, Donnybrook, Dublin 4.

Any reference to "us", "our" or "we" in this Data Protection Notice is a reference to RTÉ.

Where personal data is provided to RTÉ, the relevant controller is RTÉ. If you have any questions about our use of your personal data, please contact our Data Protection Officer at dpo@RTÉ.ie or write to: Data Protection Officer, RTÉ, Donnybrook, Dublin 4.

What Personal Data do we collect about you and how do we use it lawfully?

We may collect, use, store and process the following personal data as part of this Competition and for the following purposes:

Purpose	Type of Data	Lawful basis for processing
To run the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTÉ's legal obligations under public procurement laws, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.
The administration of any contract awarded on foot of the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTÉ's legal obligations under public procurement laws, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.
Reporting to any regulators or oversight bodies	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details	The processing is (i) necessary to comply with RTÉ's legal obligations, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.

Purpose	Type of Data	Lawful basis for processing
	Any other data provided as part of the submission	
Dealing with any disputes relating to the Competition	Name Contact details CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc) Referee details Any other data provided as part of the submission	The processing is (i) necessary to comply with RTÉ's legal obligations under public procurement law, and (ii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in RTÉ.

How do we collect your personal data?

We collect personal data from you directly, and from the following sources:

Your organisation;

Other members of your consortium; and

Referees.

To whom do we disclose your personal data?

In connection with the above, we may disclose your personal data to various recipients including:

Your employer;

Other members of your consortium;

Our third party service providers, such as advisors and contractors; and

Regulators or oversight bodies.

Where is your personal data transferred to?

No personal data is transferred outside of the European Economic Area in relation to the running of the Competition.

How long do we retain your personal data for?

If you or your organisation are unsuccessful as part of the Competition, such personal data will be retained until three years after the conclusion of the Competition or the

award of the Contract to the successful party, whichever is later. If you or your organisation are successful, and a contract is awarded to you at the end of the Competition, such personal data will be retained for not longer than is necessary for the purpose of administering the contract or as required or permitted for legal, regulatory, fraud prevention and legitimate business purposes.

What are your data protection rights?

You have the following rights, in certain circumstances and subject to certain restrictions, in relation to your personal data:

- *Right to access the data* – You have the right to request a copy of the personal data that we hold about you, together with other information about our processing of that personal data.
- *Right to rectification* – You have the right to request that any inaccurate data that is held about you is corrected, or if we have incomplete information you may request that we update the information such that it is complete.
- *Right to erasure* – You have the right to request us to delete personal data that we hold about you. This is sometimes referred to as the right to be forgotten.
- *Right to restriction of processing or to object to processing* – You have the right to request that we no longer process your personal data for particular purposes, or to object to our processing of your personal data for particular purposes.
- *Right to data portability* – You have the right to request us to provide you, or a third party, with a copy of your personal data in a structured, commonly used machine readable format.
- *Right to withdraw your consent* – Where our processing of your personal data is based on you having provided your consent, you have the right to withdraw such consent.

Please note that these rights are not absolute, and are subject to certain restrictions and exemptions.

For example, the right to erasure of personal data will not apply where we have a legitimate reason to continue to hold such data.

If you wish to exercise any of the rights set out above, please contact us at **dpo@RTÉ.ie**

In relation to any of the above rights or anything in this Data Protection Notice, all data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission: https://www.dataprotection.ie/.

APPENDIX 4

DRAFT CONTRACT

Attached as a separate document