



INVITATION TO TENDER

Establishment of a Single Party Framework Agreement for	The Provision of an Electronic Recruitment System to manage Cork Education & Training Board's Full Recruitment and Onboarding Process.
Procedure	Open Procedure OJEU
eTenders Ref:	CFT: 6240361
Issue Date	Friday 1st August 2025
Closing Date / Time for Queries	Friday 22 nd August 2025 at 5pm
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	Wednesday 3 rd September 2025 at 2pm (Irish Time)

Please note that the Contracting Authority has provided a separate Tender Response Document and Pricing Document which must be used by Tenderers in their response. These completed documents should be uploaded as a Zip File in order to protect the integrity of the file names.

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1. Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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

The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. Summary

Contracting Authority:	Cork Education and Training Board
Nature of procurement:	Single Party Framework Agreement for The Provision of an Electronic Recruitment System to manage Cork Education & Training Board's Full Recruitment and Onboarding Process.
Type:	Services to include Licencing, Support and Related Services
Procedure:	Open Procedure OJEU
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

Note

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

The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

Tender submission should be uploaded as a Zip File in order to protect the integrity of the file names.

3. About the Contracting Authority

Cork Education and Training Board (hereinafter referred to as Cork ETB) was established under the Education and Training Boards Act 2013 and is responsible and accountable for the proper direction and control of its functions in the Cork City and Cork County Councils' local authority areas.

Cork ETB is a statutory body in Cork with the responsibility to provide education and training across a broad range of services and is responsible for:

- 24 post-primary schools and colleges
- 3 Community National Schools
- 4 Community Special Schools
- The Cork ETB School of Music
- CCFET Bishopstown Campus (inc Westside Campus and Life Sciences Centre Carrigaline)
- CCFET Morrison's Island Campus (inc CCFET West Cork Campus Skibbereen, Youghal Campus, CCFET Kinsale Campus and Macroom Centre)
- CCFET Douglas Street Campus
- CCFET Tramore Road Campus
- CCFET Mallow Campus
- Further Education and Training Centres across Cork City and County
- 2 Outdoor Education Centres
- Prison Education Service
- Youthreach Centres
- 2 Creches
- Music Generation

Tenderers should note that this is not an exhaustive list of education and training services and locations as both service provision and locations may change over time.
For more information on Cork ETB please go to www.corketb.ie.

3.1 Small and Medium Enterprise participation

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

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

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

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

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

4. Scope of Requirements under the Framework

4.1 Overview of General Requirements

The Contracting Authority proposes to engage in a competitive process for the establishment of a single party framework agreement for **The Provision of an Electronic Recruitment System, including Licencing Support and Related Services to Cork Education and Training Board to manage Full Recruitment and Onboarding Services**

4.2 The Scope of the Framework

In the context of a single-party framework agreement, the successful framework member **does not** have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator.

Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

4.3 Anticipated Timelines

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	September 2025
Award decision	September / October 2025
Framework Agreement Commencement	October 2025

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

4.4 Numbers admitted to the Framework

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

4.5 Duration of the Framework Agreement

The framework agreement will be for a period of seven (7) years, with the initial contract being for a period of two (2) years with options to award additional contracts of one-to-two-year durations over the lifetime of the framework. The Contracting Authority reserves the right at its sole discretion to extend the framework agreement, subject to satisfactory performance, business needs and budgetary constraints.

Should market conditions change, or alternative centralised procurement arrangements present better value for money opportunities, the framework agreements may be terminated with 3 months' notice.

The justification for a longer framework agreement is based on the investment incurred by the Contracting Authority, the cost of change and risks to service provision.

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

4.6 Estimated Value of the Framework Agreement

It is envisaged that the maximum spends under this framework agreement will not exceed €300,000. The estimated total value of purchases pursuant to the framework agreement will include maintenance and software updates over the lifetime of the agreement.

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

Should additional requirements (as outlined in this Invitation to Tender Document) arise during the lifetime of the contract, written quotations will be sought from the successful company to ensure Value for Money.

4.7 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tender.

4.8 Right to tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

4.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at Appendix 1A. Appendix 1B contains the contract terms and conditions which will apply to each contract awarded under the framework agreement. As a condition of award and membership of the framework agreement, the successful framework member will be required to sign both the framework agreement and the contract terms and conditions.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1A Section (b).

4.10 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

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

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- BCP including disaster recovery plan with detailed timeline for restoration and recovery.
- Data processing agreement.

- Detailed information Security procedures
- Formal Complaints Procedure

The draft SLA provided should also:

- provide samples of the management reports to the Contracting Authority you propose to employ for this project, indicating their proposed frequency.
- set out how you would communicate with other relevant stakeholders and the Contracting Authority's Finance division.
- detail your standard response times to requests received from the Contracting Authority, including your approach to urgent queries. This should also give an indication of the approximate length of time for projects based on various research methods.

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer.

4.11 Award to Runner Up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if, having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.12 Termination of Contract

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which may arise.

4.13 Account Management

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority.
- Meet as and when required to review the relationship and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member and delegate as required.

4.14 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.15 Invoicing

Invoices shall be submitted by the successful tenderer on an annual basis for annual software fees and monthly for any additional fees. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

5. Specification of Requirements

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

5.1 Requirements and Specifications

Cork ETB is seeking a flexible and fully automated end to end recruitment system to streamline our recruitment and onboarding process including reporting insights.

Tenderers should demonstrate how their system meets the following **desired** specifications:

5.1.1 Candidate Experience

- Facilitates web based remote access for candidates.
- Allows candidates to be able to register a personal profile, update personal and contact information, upload and save documents.
- Allows candidates to set up alerts for posts that match their interests to receive automated notifications of job adverts through system.
- Allows candidates to search for information on current recruitment opportunities.
- Allows candidates to submit their applications online remotely, attaching supporting documentation as required in variety of document formats e.g. evidence of qualifications.
- Facility to allow candidates to re-use previously submitted or partially completed application forms as basis to create forms for any new applications.
- Facilitates reminder notification to candidate, e.g. Pop-up website notice of vacancy closing time for candidates who are actively working on their applications forms.
- Ability to allow candidates to request clear-down of their applicant and vacancy data in line with GDPR requirements.
- Allows automated but personalised responses to candidates based on their application stage.

5.1.2 HR User Requirements

Tenderers should specify

Staff Requisition/Vacancy Approval

- Allows for specific user types (e.g. hiring manager) to submit a job requisition via system.
- Allows for HR Job Requisition Review including approval/rejection.
- Allows for referral to senior management for approval via system where necessary.
- Allows for cancellation of job requisition form at any stage of the process.
- Contains a document storage facility for each vacancy e.g. post sanction documents.

Job Posting Management

- Facilitates integration with Cork ETB website, intranet, Cork ETB social media platforms. Facility to allow for single click application when using LinkedIn or other platforms.
- Allows for multiple job postings at once.
- Allows for media rich detailed job descriptions, required qualifications, and skills.
- Allows for calendar management with set times to automatically commence and end recruitment competitions.
- Allows categorisation and filtering by department, experience level, location, etc., with filtering options for both Cork ETB staff members and external candidates.
- Facility to restrict job postings to certain criteria e.g. Internal Vs Open competitions.

Application Management & Shortlisting

- Supports tracking of candidate applications through stages such as application received, under review, interviewed, and hired.
- Timestamps on application submission to be used to manage expiry dates of competitions.
- Provides HR and candidates with automated updates about application status, interview scheduling, and job offers.
- Allows for candidate shortlisting by interview board using various shortlisting scoring template and criteria.
- Allows for shortlisting outcome and standardised feedback to be made available to the candidate after logging in to the system and for automated notification to issue via email, subject to an approval/publishing step that confirms scoring template / feedback is correct.
- Allows for Interview Board members viewing applications to prepare for interview.
- Supports anonymising candidate personal information e.g. name, address as required.
- Allows for integration and/or recording of assessments or tests to evaluate candidates' skills (technical, cognitive, etc.) where necessary.
- Allows for automated references check process, issuing of reference checks via email and recording of reference checks received verbally.

Application Form

- Facilitates development and use of customised application form templates, determined by HR users, allowing for multiple formats for different post types.
- Ability to set customised reference data to allow for standardised answers through a dropdown menu.
- Allows additional documents to be included in application pack, completed by candidate and/or uploaded as part of application process, in various formats.
- Ability for HR to set certain questions and/or certain sections as mandatory or non-mandatory and prevent submission of forms where mandatory sections are incomplete.

- Facility to print application forms or export to PDF or similar in a user-friendly format for both HR and candidates.
- Facility for applications to be reviewed online by users through appropriate access.

Interview Management

- Ability to manage multiple stages of the interview process – prelims, general interview, final interview.
- Facilitates efficient scheduling of interviews through system tools and communication of interview slot to candidate and Board.
- Scheduling allows for the setting of different interview durations depending on the post
- Calendar to hold interview slots assigned to each candidate – auto assignment of interviews preferable but must be editable by HR/certain users.
- Allows candidates to request reasonable accommodations where required.
- Allows interview outcome and interview notes/marks to be made available to candidates when accessing their account subject to approval/publishing step required that confirms scoring/notes are correct before information is made available.
- Allows for creation and management of panels of successful candidates following interview.

Onboarding

- Allows for the management of offers of appointment, issue of contract documentation, acceptance and refusals of job offers etc.
- Allows for a customisable welcome portal for candidates / new hires including essential information and individualised communication about the commencement of their employment.
- Facilitates management of onboarding documentation requirements per candidate
- Allows for documents to be automatically directed to a specific team/recipient for actioning.
- Allows for automatic or manual follow up for outstanding documentation.
- Allows for uploading of onboarding documents, such as induction documentation, policies etc for acceptance and/or electronic signature.
- Provides options to export completed documents to an appropriate file location and manually triggered personalised notification sent to the relevant team.
- Allows for E-signature integration for contracts and other onboarding documents.

5.1.3 Technical System Requirements

- Provides web based remote access for candidates, HR staff and interview board members, including a simple, intuitive interface for candidates and an easy-to-navigate dashboard allowing recruiters to manage job postings, view applications, and track candidates through different stages of the hiring process.

- Provides a responsive design or mobile app for candidates to search jobs and apply from their smartphones.
- Ability to create and manage different user access rights to ensure role-based security – including at minimum HR staff, line managers, internal and external candidates.
- Ability to apply multi-factor authentication settings to all user accounts using modern authentication methods.
- Superuser access should be provided for.
- Ability to conduct user acceptance testing in the system prior to roll-out in the live system e.g. new application forms, documentation, interface view etc.
- Allows for integration with calendar tools to schedule and reschedule interviews for certain users.
- Options to have AI functionality available.
- Option to have a chatbot Helpdesk option for FAQs and similar.
- Allows for a dashboard report builder and ability to access and report on key KPIs and metrics.
- Ability to collect data on and/or track source of candidate applications e.g. job boards, referrals, social media, etc.) and report on this data.
- Allows for integration with Human Resource Information Systems (HRIS) or other HR tools.
- Facility to connect with popular job boards (LinkedIn, Indeed, Glassdoor, etc.) to post jobs across multiple platforms.
- Ability to customise system with Cork ETB brand logos and other Cork ETB information
- Ability to automatically translate all recruitment documentation and application forms into Irish, and other languages as required.
- Ability for all categories of users, including candidates and interview board members to be able to utilise the system in Irish should they so wish. System must allow a person's name, address and title in the Irish language to be recorded correctly, and that such systems enable the use of the length accent, i.e. the síneadh fada, in the Irish language text.
- Incorporates functionality and accessibility to provide for a range of users in accordance with best practice, e.g. impaired hearing, sight and other disabilities. (Compliant with EN 301 549/AA WCAG2.1)
- Integration with video conferencing tools for conducting remote interviews directly from the platform.

Tenderers must provide details of how their proposed solution meets the above desired specifications as set out in 5.1.1, 5.1.2 and 5.1.3, including its features, functionality and integration options.

5.2 System Security and Compliance

5.2.1 Security

The tenderer must provide a high-level architectural diagram of the proposed solution with the following highlighted:

- Security Controls and appliances
 - Hosting partner (if applicable)
 - Data Storage mechanism
 - Solution resilience and redundancy
 - Management of high concurrent user levels without performance degradation.
- Tenderer to state the security standard and or mechanism to secure Cork ETB data in transit and at rest.
- Tenderer must state the security standard applied to the Platform.
- Tenderer must describe the process and security mechanisms to enable and deliver the secure transfer of data through approved integrations.
- Tenderer to state the ability and mechanisms within the solution to provide security by design, including role based secure access for users. Tenderer to state the ability to monitor and report on the activity usage patterns all user types.
- Tenderer to list internationally recognised security standards (e.g. ISO 270001, SOC2) that the proposed solution is compliant with. Tenderer to provide evidence through reporting and/or certification.
- Tenderer must state the operating systems and version levels required to deploy the solution successfully across mobile, tablet, desktop and laptop devices.
- Tenderers must state Backup and recovery options for the platform including disaster recovery protocols and target RTO and RPO.

5.2.2 Data Protection

- Tenderer to state and/or provide the data policy and procedure related to the retention period for all content types. Cork ETB must understand the ability to modify this policy over time based on the Contracting Authorities data protection requirements.
- Cork ETB will require the successful tenderer to sign a data processing agreement.
- Tenderer must describe the procedure for the return of data to the data owner (contracting authority) and the mechanism to permanently delete data on the platform in the event of contract termination.
- Tenderers must state how Cork ETB data will be segmented (physical and/or logical) from other customer data. Please provide details of where data is processed and stored. Please state if the Cork ETB data is encrypted at rest. Please state how access to the data is logged and monitored. Please state how data is anonymised, and relevant statistics are still present after a relevant period of time.

- Tenderers must state how offboarding of Cork ETB data can be achieved at the end of the contract period, how is the data deleted and how do the Cork ETB retain relevant information for historical purposes.
- Tenderers must outline the technical and organisational measures in place to ensure compliance with the GDPR.

5.3 Implementation Approach and Support

5.3.1 Implementation

The Contracting Authority requires delivery of the recruitment platform, (including completion of all required configurations and implementation of all phases described below), to be completed over a period of not more than twelve (12) months from the date of the signing of the contract, with ongoing support and maintenance thereafter.

In addition to the Cork ETB requirements tenderers must outline the following

- Project Methodology (to include a sample project plan)
 - Testing Methodology including User Acceptance Testing and signoff
 - Training Plan
 - Go Live, onboarding and communication plan to ensure maximum user adoption
- Tenderers must state how relevant information from the previous recruitment platform can be transferred to the proposed new platform.
 - The tenderer must state the level of brand customisation that can be achieved on the proposed solution.

5.3.2 Support

The tenderer must provide options and pricing for Pre- and Post-deployment support and/or operations services to include, initial registration, training solutions and ongoing technical support.

Tenderer must outline costs associated with all support required, including an estimate of number of days required for pre-Go Live implementation, testing and training. This should include details of:

- A detailed Service Level Agreement (SLA) for the platform and all associated services (see Section 4.9 above for further detail of requirements).
- A support helpdesk service to enable the efficient operation of the platform from an administration and end user perspective.
 - In addition, an on-call support must be available during business hours (08:30 – 17:00 Mon – Fri) basis to deal with service outages related to the Contracting Authority's recruitment platform.
 - Please provide options and costings for out of hours support.
 - How ongoing support, maintenance, upgrades and change requests are managed, and any additional costs associated with same.

5.4 Delivery Locations

Delivery is required to the following location: Cork ETB Head Office, 21 Lavitt's Quay, Cork, T12 HYT9.

The platform must be accessible from a range of sites and locations across Cork ETB.

5.5 Volumes

The Provision of an Electronic Recruitment System to manage Cork ETB's full recruitment and onboarding process. On average it is expected that Cork ETB will run up to 750 recruitment competitions per annum and the system should support both internal and external recruitment competitions.

The system must have the capacity to meet our requirements for over **750 recruitment competitions per annum with approximately 4500 number of applicants.**

Additional software may be required to support the delivery of the recruitment process during the lifetime of the contract dependent on budget available and costs per item.

5.6 Pricing

All Tenderers must complete the **Price Response Document** (Appendix 2) to this RFT. must be stated in Euro (€) currency and exclusive of VAT.

Prices tendered must be all-inclusive i.e. including but not limited to all overhead costs, service delivery, administrative, account management, reporting and support costs, travel costs, ancillary costs and all other additional costs/expenses associated with the provision of the Services as outlined in Section 5 **Specification of Requirements** of the RFT.

Any limits on the number of users or licence types must be clearly identified in the pricing.

Cork ETB requires that prices are fixed for the duration of 12 months. Any price increase during the term of the contract will be subject to agreement with the Contracting Authority. If price increase is not agreeable the Contracting Authority reserve the right to go back to market.

In addition to the initial contract, the framework agreement will also be used for the following types of contracts:

- Additional software may be required to support the delivery of the recruitment process during the lifetime of the contract dependent on budget available and costs per item.
- Unforeseen requirements which fall clearly within the defined scope of the framework.

6. Selection Criteria

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

6.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 6.4* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

The Contracting Authority requires all selection criteria to be responded to via the TRD, and in particular evidence of Technical Capacity (6.5) is required as a mandatory element via completion of the TRD.

6.2 Relying on the standing of other Entities

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

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

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will only communicate with the nominated point of contact. The Contracting Authority will not act as an arbitrator between members of consortia.

6.3 General Declarations and Financial Capacity Requirements

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

General Information (Section 2.1 TRD)	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing (Section 2.2 TRD)	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	Tenderers must provide information on their turnover for the past three years. Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due will also be required. Evidence of the statement above will be required prior to the award of any framework agreement / contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million
Professional Indemnity	€1 million
Cyber Liability	€1 million
Declaration (Section 2.3 TRD)	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. Complete the Article 5K Declaration - EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	

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

6.4 Technical Capacity Requirements

Previous Experience (Section 2.4 TRD)

Tenderers responding to this RFT must demonstrate how their proposed team, as a whole, has the relevant skills, expertise, experience, capacity and personnel as well as immediate access to all necessary resources to meet the needs and requirements of Cork ETB, having regard to the nature and scope of the requirements.

To demonstrate this, tenderers must provide information clearly demonstrating successful delivery of **three (3)** previous comparable projects relevant to the requirement being tendered for.

Contract examples should demonstrate experience of:

- Comparable projects of similar scale and complexity required in this tender.
- Irish Public sector (ideally within the Education Sector).
- Delivered within the last four (4) years.

Please ensure you provide sufficient information to enable the Contracting Authority to determine the level of equivalence. Mere affirmation is not sufficient. Evidence of supplying an organisation of similar size is required.

Technical Resources and Capacity (Section 2.5 TRD)

Tenderers must demonstrate sufficient manpower, skills and technical resources are available to them to support a contract of the nature specified. An organisational chart should be provided.

If relevant, the Tenderer must name all sub-contractors who may be involved in the contract and detail their responsibilities. Tenderers must also demonstrate that any proposed sub-contractors must have the necessary capacity and resources to complete the responsibilities assigned.

Please complete the TRD.

Health & Safety Management System (Section 2.6 TRD)

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Details of policies and systems in place and whether 3rd party certified must be provided.

Please complete the TRD.

Quality Assurance Management System (Section 2.7 TRD)

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified.

Please complete the TRD.

7. Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Tenderers must use the documentation provided by the Contracting Authority including the Tender Response Document (Appendix 3) and the Price Response Document. (Appendix 2)

THE DOCUMENTS AND THE ASSOCIATED APPENDICES PROVIDED BY CORK ETB MUST BE USED IN PREPARATION OF YOUR TENDER RESPONSE. FAILURE TO COMPLY WILL RESULT IN YOUR ELIMINATION.

The frameworks will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

7.1 Award Criteria

Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	40%	4,000	n/a

Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document (**Appendix 3**) along with the Pricing Document in (**Appendix 2**).

- Price must be quoted in Euro € (EX VAT)
- Price quoted to include supply of the software system, licence fees applicable, software upgrades, maintenance, training costs, customisation costs and bespoke development costs.
- Please include training and warranty costs for additional years to standard.

Please indicate zero cost if no additional charges.

B	Quality and Fitness for Purpose of Products offered. – Technical Criteria	25%	2,500	1,250
- Tenderers must demonstrate how their system meets the desired specification as set out in Section 5.1 Requirements and Specifications and the relevant functionality of what their system offers. <i>Additional development costs required to meet the outlined functionality must be included in the response.</i> - Tenders must provide a detailed outline of the Security and Data Protection measures in place as required in Section 5.2 System Security and Compliance, including relevant certifications. - Please complete table of desired specifications as part of this criterion, as set out in Section 5.1 Requirements and Specifications. <i>Please tick the Yes/No box for confirmation of desired requirements and include any variables / additional features of how the systems meets the requirements.</i> <i>Information to enable the Contracting Authority to assess their offer under this criterion covering the requirements must be completed in the Tender Response Document.</i> <i>Please note that technical specifications outlined are the minimum standard under the evaluation criteria.</i>				
C	Methodology, Project Plan and KPI's	10%	1,000	500
<i>The delivery of the recruitment platform, including completion of all required configurations and implementation of all phases must be completed over a period of not more than twelve (12) months from the date of the signing of the contract, with ongoing support and maintenance thereafter.</i> Methodology Tenderers must demonstrate their Methodology for Delivery of the Service and implementation plan outlining the following: - Project Methodology - Testing Methodology including User Acceptance Testing and signoff - Training Plan - Go Live, onboarding and communication plan to ensure maximum user adoption - Tenderers must state how relevant information from the previous recruitment platform can be transferred to the proposed new platform. - The tenderer must state the level of brand customisation that can be achieved on the proposed solution.				

Project Plan

- A project plan will be required from all tenderers, highlighting the implementation plan and support structure being put in place.

KPI's

- Please provide details of relevant KPI's that have been used for similar contracts that would be of benefit to this contract.

Tenderers must provide details of the Exit Strategy to meet the specifications of this tender

D	Service Level Support	10%	1,000	500
	• Tenderers should set out their proposed Service Level Agreement (SLA) and levels of support for the delivery of the requirements under the contract. • Details regarding application engineer support post commissioning and maintenance provided (where required) must be provided. • Training is required on software system usage. Please provide details of training days provided and whether included in unit price. • Tenderers must provide comprehensive information on: (1) Technical support arrangements, and (2) after sales support provided			
E	Reliability and Continuity of Supply	10%	1,000	500

The purpose of this criterion is to establish the extent to which the Contracting Authority may place due confidence in the tenderers delivery of the services as specified.

- Tenderers to provide a detailed description demonstrating their ability to provide a secure and resilient service, including disaster recovery/business continuity policies and robust cybersecurity, incident response and breach policies.
- Please provide comprehensive detail on staff that would be assigned to this contract and their individual profiles.

F	Social Considerations and Green Procurement	5%	500	n/a
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Tenderers are required to outline proposals on the incorporation of social considerations (equality, diversity and social inclusion) into the delivery of the system including:

- Detailed description how the system provides for users to utilise system in Irish and translate relevant documents into Irish (and other languages) where required, how reference data in Irish language is managed and any limitations on Irish language functionality.
- A detailed description of accessibility measures available in the system to provide for a diversity of users, including users with disabilities and how this capacity is maintained, improved and upgraded arising from the changing legislative and social landscape. (EU Web Accessibility Directive 2016/2102).
- Outline of how the system can support HR users and applicants to request/provide reasonable accommodations and / or disclose disability status.
- Technical capacity of software to provide for collection of sensitive data on voluntary basis from applicants, and report on anonymised basis for statistical purposes.

Tenderers are also required to outline the environmental benefits associated with their contract delivery proposal, including initiatives to assist Cork ETB to meet their Climate Action targets: (Energy Reduction by 50%) (Carbon Emissions by 51%).

- Please detail your organisations Environmental & Sustainability Policies including: Your Environmental & Sustainability statement.
- Steps that your organisation has taken to reduce its impact on the Environment.

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

7.2 Methodology for Scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		

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

7.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

7.4 Verification

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

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

7.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to

satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

7.6 Right to Confirm Suitability

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

8. Instructions for Tenderers

8.1 Closing Date for Tenders

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

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

8.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

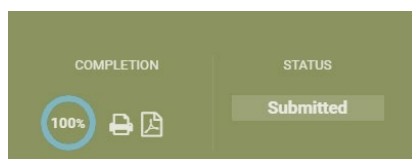
Accessing documents

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

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CFT Workspace
- (d) In the Show CFT Menu for the competition click on the "Expression of Interest" in the drop-down menu
- (e) Complete the "Association with the CFT" tab.
- (f) This will then provide you with a link to "Tender" under the Show CFT Menu

Submitting your Response

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



If you do not receive a message similar to above, you have not submitted your response. Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names. It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

8.3 Queries

The closing date for submitting queries is specified on the title page. All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible. In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

8.4 Extension of the Tender Deadline

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

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

8.5 Tender Validity Period

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

8.6 Discrepancies between Documents

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

8.7 Formatting of Tenders / Amending Tender Documents

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

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

8.8 Collusive Tendering

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

8.9 Confidentiality

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

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

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

8.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the tender shall be sought, offered, or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

8.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount

derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

8.12 Change in the composition of a Tender.

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

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

8.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation, and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration, or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

8.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

8.15 Publicity

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

press, the Internet and email, accessible by the public at large and the representatives of such media.

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

8.16 Right Not to Award

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

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

8.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

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

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

8.18 Award Notices

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

8.19 Policy on Personal Debriefings

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

8.20 Copyright

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

8.21 Brand Names, etc.

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

8.22 Environmental Aspects

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

8.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

8.24 Currency and Payments

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

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

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

8.25 Irish Legislation and Law

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

8.26 Anti-Competitive Conduct

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

8.27 Accessibility / Dignity at Work

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

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

8.28 Withholding Tax

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

8.29 Freedom of Information

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

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

Please note the following statement which outlines the actions which will be undertaken by the Contracting Authority on foot of a Freedom of Information request.

Cork Education and Training Board is subject to the provisions of the Freedom of Information Acts 1997, 2003 and 2014.

Cork Education and Training Board propose that the following information relating to this tender competition will be published on our website in line with the Government's commitment in the Public Sector Reform Plan.

- (i) The total amount of the contract
- (ii) The name of the Contractor
- (iii) The purchase order number
- (iv) The date of the award

Cork Education and Training Board undertakes to hold confidential any information provided by you in this tender, subject to:

- (i) Disclosure of the information specified at 1 above as liable for release to the public.
- (ii) Cork Education and Training Board's obligations under law, including the Freedom of Information Act, which came into force for ETBs on 14th April 2015.

8.30 Late Payment

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

8.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

8.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

Appendix 1A – Framework Agreement Terms and Conditions

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

Appendix 1B – Contract Terms and Conditions

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

Appendix 1C – Confidentiality Agreement

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

Appendix 2 – Price Response Document

Please refer to separate appendix uploaded on eTenders. This document must be used for pricing and must be submitted in excel format as part of your tender submission.

Appendix 3– Tender Response Document

Please refer to separate appendix uploaded on eTenders.
Tender Response Document is available to download as a separate document in Word format.

It is a requirement that the Tender Response Document be completed in full.