



CALL FOR TENDER

5 LOTS TO ESTABLISH

SINGLE PARTY FRAMEWORK AGREEMENTS RELATING TO

The Supply and Delivery of Various Operational Training Vehicles in Five (5) Lots to Cork Education and Training Board

Procedure	Open Procedure OJEU
eTenders Ref:	CFT ID: 6394595
Issue Date	27 th of August 2025
Closing Date for Queries	25 th of September 2025
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	1st of October 2025 at 13:00 hrs

Please note that information relating to this Invitation to 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.

The Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority has provided a separate Tender Response Document (Appendix A) and Pricing Document for each Lot (Appendix B) 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:	The Supply of Operational Training Vehicles – 5 Lots
Type:	Goods
Procedure:	OPEN
Stage in procedure:	This is a single stage 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
- 3 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 and Macroom Centre)
- CCFET Douglas Street Campus
- CCFET Tramore Road Campus
- CCFET Mallow Campus
- CCFET Kinsale 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 the Framework Agreement

4.1 Overview of General Requirements

Cork Education and Training Board proposes to engage in a competitive process for the establishment of five (5) framework agreements for The Supply of Operational Training Vehicles initially to Cork College of FET Bishopstown campus as required. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. Thereafter contracts will be awarded in accordance with the rules contained herein.

4.2 Tendering for Lots

Tenderers can submit responses **for any one lot or all lots under this competition, however each submission per lot must be for a different make of vehicle**. Tenderers should note each lot will be individually evaluated, so that the required specification is met.

4.3 Right to use the Framework for additional Items

Cork ETB reserves the right to make minor amendments to the range of operational training vehicles in a specific lot as may be required for the duration of lifetime of the framework agreement.

For the avoidance of doubt as framework agreements are being established, they are being set up for the type of operational training vehicles described under the lots. However, the Contracting Authority reserves the right to use the frameworks for additional vehicles / new vehicles where requirements arise under the most relevant lot based on description.

4.3 Numbers admitted to the Framework Agreement

The framework agreement will be established as a single-party framework agreement with one (1) supplier being admitted to each framework agreement, subject to that number meeting the minimum criteria and rules in each case.

4.4 Duration of the Framework Agreement

The framework agreement will be for a period of four (4) years, with the initial contract being for a period of two (2) years with options to extend for a further two 1-year periods over the lifetime of the framework. However, 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 Contracting Authority confirms that the period of any contracts awarded under the framework agreements may extend beyond the date of expiry of the agreement.

4.5 Estimated Value for the Framework Agreement

It is envisaged that the maximum spend under this framework agreement will not exceed €800,000.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the Framework. It should be noted that the majority of expenditure under the contract is subject to SOLAS funding approval.

4.6 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.

4.7 Compliance with the Terms and Conditions

Award of the Framework Agreement will be subject to the successful tenderer agreeing to the Contracting Authorities Terms and Conditions as contained in Appendix 1A and Appendix 1B.

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 and 1B.

4.8 Award for 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.

5. Specification of Requirements

5.1 Scope of Requirements

The framework agreements will be established on foot of this tender competition for all of the items listed in each lot (framework agreement). Each Lot will result in a separate framework agreement.

5.2 Specification

The Cork ETB requires the below specification of vehicles for use in an apprenticeship training environment;

- All vehicles must be new.
- A different make/model is sought per lot.
- All vehicles to be fitted with engines conforming to a minimum of Euro 6 emission standards.
- All vehicles to be fitted with ADAS conforming to EU GSR Regulations.
- As the vehicles will be used in an operational training environment, therefore there should be easy access to the engine bay, have ample room around the engine, and good access to engine management components, e.g. fuel pump, fuel injectors, spark plugs, and sensors.
- All vehicles must have copies of the vehicles original workshop repair manuals, maintenance manuals, technical specifications and electrical wiring diagrams supplied.
- All vehicles must have two keys.
- All vehicles are required no later than the **11th of November 2025**.

The vehicles which form part of this contract will be used by Cork College of FET Bishopstown Campus in the following course:

- Automotive Technology (Level 6)

Lot 1	Estimated Value: €50,000
• QTY: 2 vehicles – both vehicles must be the same make and model • 1.2l Petrol • 4 cylinder • Excellent access to Alternator, starter and clutch slave cylinder • Excellent access to ignition coils and fuel injection components • Indirect petrol injection • Beam axle • Drum brakes • Manual handbrake • Halogen lighting technology	

Lot 2	Estimated Value: €100,000
• QTY: 2 vehicles – both vehicles must be the same make and model • 2l petrol plug-in hybrid • 4 cylinder • Direct petrol injection • Good access to fuel injection system components • Independent adjustable rear suspension • Electric parking brake (discs)	
Lot 3	Estimated Value: €80,000
• QTY: 2 SUV vehicles – both vehicles must be the same make and model • 1.6l Diesel • 4 cylinder • Good access to fuel injection components. • Adblue system • Beam axle. • Electric parking brake (discs) • Towbar and 13 pin trailer socket fitted	
Lot 4	Estimated Value: €80,000
• QTY: 2 vehicles – both vehicles must be the same make and model • 1.2l Petrol Turbo • 3 cylinder • Excellent access to Alternator, starter and clutch slave cylinder • Excellent access to coils and fuel injectors • Direct petrol injection • Beam axle • Electric parking brake (discs) • Driver assist systems including all round cameras, lane assist camera and front radar	
Lot 5	Estimated Value: €70,000
• QTY: 2 vehicles – both vehicles must be the same make and model • 1.0l Petrol Turbo • 3 cylinder • Excellent access to Alternator, starter and clutch slave cylinder • Excellent access to coils and fuel injectors • Direct petrol injection • Independent rear adjustable suspension • Manual handbrake with discs • Towbar and 13 pin trailer socket fitted	

Funding is provided for equipment upgrades through SOLAS Capital Funding. Funding is allocated based on need and there is no automatic entitlement to funding. Please note that all applications are considered on the available budget for equipment upgrades. Whilst this competition is being run for a specific period it is entirely dependent on the aforementioned funding, and Cork ETB reserve the right to cancel the framework agreement in the event that funding is no longer forthcoming.

The Contracting Authority reserves the right to add and/or remove centres over the term of the contract, subject to requirements. The inclusion of a centre is not a guarantee that they will have a requirement over the duration of the contract.

The Contracting Authority may cancel this Competition or for the avoidance of doubt, any individual Lot, at any time prior to a formal Service Contract being executed by or on behalf of the Contracting Authority.

5.3 Pricing

All Tenderers must complete the **Pricing Document (Appendix B)** per lot to this CFT. Pricing must be stated in Euro (€) currency and exclusive of VAT.

Framework Members are required to confirm that all prices will remain fixed for the first month commencing from the Tender deadline. The Contracting Authority must be informed of any price increase during the term of the Framework Agreement and will be subject to agreement. If the price increase is not agreeable the Contracting Authority reserve the right to go back to market.

5.4 Warranties

Tenderers must provide details of manufacturer's warranties for all vehicles being supplied.

5.5 Health & Safety

The successful tenderer(s) must agree to comply with the terms and conditions of all School/College/Contracting Authority policies and procedures particularly the Health & Safety Statement and Child Protection Policy. It will be a condition of contract that successful tenderers provide the Contracting Authority in advance with a signed copy of their current Health & Safety Policy.

5.6 Invoicing

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.

Priced delivery notes must be supplied with each delivery and must quote the number of the relevant purchase order of the Contracting Authority, the delivery price and the delivery address. Value Added Tax shall be itemised separately on each invoice. Invoices must show the Tenderer's VAT Number and must be submitted with a copy of the signed delivery note at the time of submission. The signature on the delivery note must be that of the Contracting Authority's staff.

6. Selection Criteria

6.1 Overview

The Contracting Authority is using the **Open** procedure for the award of these framework agreements, 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 (Appendix A)** which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

6.2 Status of European Single Procurement Document (ESPD)

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.**

6.3 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.

6.4 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	
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	
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 that your turnover exceeded €2m for each of the last three years or pro-rata if more recently established firms.
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 (Supplies)	€6.5 million
Declaration	
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.	

6.5 Technical 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.

Technical Resources and Capacity

Tenderers must demonstrate sufficient manpower, skills and technical resources are available to them to support a contract of the nature specified.

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 Tender Response Document.

Company Profile

Tenderers must provide a brief outline of their company/group profile which demonstrates they are actively engaged in the motor industry and are a garage capable of supplying vehicles as per the tender specification.

Please complete the Tender Response Document.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation.

Please complete the Tender Response Document.

Quality Assurance Management System

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 Tender Response Document.

Environment Mental Management System

Tenderers must provide information which demonstrates compliance with the Environmental legislation.

Please complete the Tender Response Document.

7. Award Criteria

7.1 Criteria Applying to this Framework Agreement

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 A)** and the **Pricing Document (Appendix B)**.

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.

Criteria		Weighting	Maximum Score	Minimum Score Required
A	Quality and Technical	50%	5,000	2,500
Tenderers should set out in detail how the proposed operational training vehicle to be supplied meets or exceeds the minimum specification of requirements set out in Section 5.2, its overall mechanical and general condition, and its suitability as training vehicle in a training environment. Photographs of the proposed vehicle, external and internal including the engine, can be included. As part of the assessment under this criterion the proposed vehicle must be made available for inspection by training instructors and procurement staff to determine the suitability of the vehicle. All requested details and documentation must be supplied.				
B	Delivery and Aftersales Support	10%	1,000	500
All vehicles are required to be in place no later than close of business on 11th November 2025. Failure to commit to this delivery date will result in automatic disqualification from the tender process. Delivery must include all shipping charges, insurance, customs duties and all aspects as outlined in Delivered Duty Paid (DDP) incoterms. Delivery must be DDP to: CCFET Bishopstown Campus, Rossa Ave., Bishopstown, Cork City, T12 EE94.				

Tenderers are required to specify the availability, lead-time and warranty for replacement parts for all vehicles will be available if required.				
C	Environmental & Sustainability	5%	500	250
To help reduce vehicle exhaust pollutants, all vehicles supplied must conform to a minimum of the Euro 6 standards maximum limit on emissions of no more than 80mg/km of NOx gas. Please provide details on the steps your organisation has taken to reduce its impact on the environment? The garages/motor groups Environmental and Sustainability Policy can be provided as part of your response.				
D	Ultimate Cost	35%	3,500	N/A
Tenderers are required to outline the cost of each vehicle by completing the Pricing Document (Appendix B) .				

7.2 Methodology for Scoring the Qualitative Criteria

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for qualitative criteria (A) (B) and (C) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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 between the base lines outlined above can be awarded where responses so merit additional marks.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Award of contract may be subject to attendance at a clarification/verification and negotiation meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

7.3 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from a Bona Fide tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	$\frac{A \times C}{B}$

7.4 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.

7.5 Verification

Award of contract/membership of the framework will be subject to attendance at a verification meeting. It will be essential that the key personnel assigned to this contract should be available and present at this meeting. 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 will be required to view vehicles and clarify any questions or queries regarding the tender offer.

7.6 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.

7.7 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.

Instructions for Tenderers

(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.

(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:

- Log-in to the eTenders system via [European Dynamics - Welcome to eTenders](#)
- Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- Click on the hyperlink for the competition which will bring you to the CFT Workspace
- In the Show CFT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- Complete the “Association with the CFT” tab.
- 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.

(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.

(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.

(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.

(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.

(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) 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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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:

- Award of Contract
- Letter of Regret
- Decision not to proceed with awarding a contract.

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').

(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.

(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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) 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.

(25) 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).

(26) 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.

(27) 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.

(28) 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.

(29) 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 awarded a contract.

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 awarded a contract.

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 awarded a contract.

Appendix A – Tender Response Document

Please refer to separate appendix document per lot uploaded on eTenders. Tender Response Document is available to download as a separate PDF document.

- Lot 1: Appendix A Lot 1 Tender Response Document
- Lot 2: Appendix A Lot 2 Tender Response Document
- Lot 3: Appendix A Lot 3 Tender Response Document
- Lot 4: Appendix A Lot 4 Tender Response Document
- Lot 5: Appendix A Lot 4 Tender Response Document

Appendix B – Pricing Document

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

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