



REQUEST FOR TENDER (RFT)

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	The establishment of a single party framework agreement for the provision of Technical Recruitment services for the Health and Safety Authority
Procedure:	Open
eTenders ref (CfT Resource ID):	6792226
Issue date:	10 November 2025
Closing date for queries:	Monday 1 st December 2025 12 Noon (Local time)
Submission of queries	Via eTenders messaging facility - see Section 6.3 for details
Closing date for tender submission:	Thursday 10 th December 2026 12 Noon (Local time)
Submissions via:	Via eTenders postbox facility only - see Section 6.2 for details

Please note that in responding to tenders you must use the Tender Response Document provided and upload this as a ZIP File on eTenders in order to protect the integrity of file names.

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Disclaimer

This Request for Tenders (RFT) 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.

Use of eTenders

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. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

Use of a Tender Response Document

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

Please note that in addition to this RFT, TRD and TRD-PS (excel workbook), the following documents form part of the tender documentation:

- Appendix 1 – draft Framework Agreement
- Appendix 2 – draft Services Contract
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

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

1 About the Contracting Authority

1.1 The Contracting Authority

The Health and Safety Authority (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

The Health and Safety Authority (also known as the “Authority”) was established in 1989 under the Safety, Health and Welfare at Work Act 1989. Additional functions have been conferred on the Authority since then under the Safety, Health and Welfare at Work Act 2005, the Chemicals Acts 2008 and 2010 and other legislation. In 2014, the Irish National Accreditation Board (INAB) was included under the Authority’s functions. The Authority reports to the Minister of State for Business, Employment and Retail under delegated authority from the Minister for Enterprise, Trade and Employment.

The Authority has a very broad mandate as set out below across the areas of workplace health and safety, chemicals, market surveillance and accreditation. The Authority is also a competent and/or designated national authority under several chemical and market surveillance regulations.

- To regulate the safety, health and welfare of people at work and those affected by work activities.
- To promote improvement in the safety, health, and welfare of people at work & those affected by work activities.
- To regulate & promote the safe manufacture, use, placing on the market, trade and transport of chemicals.
- To act as a surveillance authority in relation to relevant single European market legislation.
- To act as the national accreditation body for Ireland.

The Chief Executive Officer, together with the Assistant Chief Executives (ACEs), manages the implementation of strategy in line with the Authority’s statutory responsibilities. Each Assistant Chief Executive has responsibility for the divisions as set out below.

- (a) The Corporate Services Division provides the support structure of the Authority on which all other divisions and sections rely to carry out their functions and roles. The Corporate Services Division has responsibility for people and organisational development, finance, ICT, facilities, communications, legislation and corporate governance, procurement, strategic management including risk management, Freedom of Information, quality assurance and internal audit.
- (b) The Chemicals and Industrial Products Division has responsibility for international, EU and national legislation for the safe manufacture, use, transport, import, trade and sale of chemicals and industrial products to industrial and professional users as well as consumers.

- (c) The Occupational Safety Division has responsibility for the development and implementation of policy across specific sectors such as construction, transport as well as national inspection and investigation teams for occupational health & safety. The division also incorporates the Authority's legal team who provide legal advice and handle prosecutions via the Office of Public Prosecution.
- (d) The Occupational Health Division has responsibility for the development and implementation of policy as well as inspections in health and social care, agriculture, and across other sectors in a range of occupational health and hygiene topics. It also has responsibility for the delivery of the Authority's Enterprise and Employee supports such as BeSmart and HSAlearning and the delivery of the Authority's occupational medical functions.
- (e) The Irish National Accreditation Board (INAB) provides the national accreditation service for Ireland. INAB was established in 1985 and is a Committee of the Health and Safety Authority under legislation (Safety, Health and Welfare at Work Act 2005, as amended by the Industrial Development (Dissolution of Forfás) Act 2014. Accreditation is the formal recognition that an organisation is competent to perform specific processes, activities, or tasks in a reliable credible and accurate manner. INAB reports directly to the CEO of the Health and Safety Authority.

The Authority currently has approximately 285 staff, with sanction to increase this to 330 by end of 2025. This includes Inspectors, professional and technical specialists, administrative and operational support roles.

Further information about the Authority, including current structure, publications and key documents, is available at www.hsa.ie.

1.2 Small and Medium Enterprise participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the 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, personnel, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 About the Framework Agreement

2.1 Type of Framework Agreement

The Contracting Authority invites tenders with the aim of establishing a single party framework agreement. Thereafter that framework member is entitled to be considered for all contracts within the scope of the framework agreement.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration and within a specified scope and value, individual contracts may or may not be awarded.

2.2 Scope of Requirements under the Framework Agreement

The Contracting Authority is seeking the provision of Technical Recruitment Services for permanent, fixed term and temporary roles across a range of departments and divisions within the Contracting Authority.

For payroll purposes please note the following:

- Permanent placements will be paid through the Contracting Authority's payroll.
- Fixed-term placements will in the main be fixed-term contract placements paid through the Contracting Authority's payroll. However, from time to time on an exceptional and adhoc basis the Contracting Authority may have a requirement for fixed-term agency resources. These fixed-term agency resources would be employed and paid directly by the Technical Recruitment agency.
- Temporary Agency resources will be employed and paid directly by the Technical Recruitment agency awarded the call-off contract.

Throughout this document fixed-term placements will be defined as fixed-term contract placements and applies where the placement is employed and paid through the Contracting Authority's payroll or fixed-term agency and applies where the resources would be employed and paid through the Technical Recruitment agency's payroll.

The scope of the framework agreement is to successfully deliver

- (1) The proactive design and implementation of targeted talent sourcing and attraction strategies and tactics as set out in Section 3.3.1 that will lead to the successful recruitment and placement of the right candidates with the right skills and experience to the right roles at the Contracting Authority; and
- (2) The suite of Technical Recruitment solutions and services as set down in Section 3.3.2, or a range of these services as requested, that will underpin successful Technical Recruitment of these candidates.
- (3) The appointment and placement of the identified successful candidates.

2.3 Admission to the Framework Agreement

The framework agreement will be established as a single-party framework agreement with the top scoring admissible tenderer identified following the assessment of the qualitative criteria for selection, compliance with minimum specification requirements and the award criteria.

2.4 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four (4) years.

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

2.5 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €1,600,000 excluding VAT.

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

2.6 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	December 2025/January 2026
Award decision	January 2026
Framework Agreement Commencement	January 2026

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

2.7 Awarding Contracts under the Framework Agreement

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

2.8 Right to tender outside of the Framework Agreement

The Contracting Authority intends to use the framework agreement for the procurement of requirements falling within its scope during 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 agreement does not guarantee the award of any contract, nor does it give the framework member the right to be consulted in respect of, or tender for, any contract.

2.9 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 Agreement Terms and Conditions as appended at the relevant Appendix.

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

All contracts awarded under the framework agreement will be activated by means of a purchase order based on the Framework Agreement (Appendix 1) and the service contract Terms and Conditions (Appendix 2).

2.10 Award to Runner Up

If, following the award of any contract under this framework agreement, 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 framework membership and award the framework agreement to the next highest scoring tenderer emerging from the original process at any time during the tender validity period.

3 Detailed specification of requirements

3.1 Introduction and Background

The Contracting Authority invites tenders for the provision of Technical Recruitment services for permanent, fixed-term and temporary roles.

The Contracting Authority continuously engages in talent attraction, recruitment, selection and placement to ensure the right human resources capital are in place across its network of national office locations to support the delivery of its remit.

In initiating the RFT for this framework, the Contracting Authority is seeking to partner with a professional Technical Recruitment agency. This agency should demonstrate best-in-class expertise, experience and network reach to proactively and successfully source, attract, recruit and place high calibre candidates with the relevant skills and experience into the right roles at the Contracting Authority for the recruitment of permanent, fixed-term and temporary resource roles. Roles will span administrative, technical and professional work areas across all grades in the organisation.

One of the Contracting Authority's key objectives for the framework is to work with the Technical Recruitment agency who can proactively and successfully execute targeted talent sourcing and attraction strategies and tactics that will lead to the recruitment and placement of the best candidates into the diverse range of roles at the Contracting Authority.

Therefore, the Contracting Authority considers that the three key core objectives for the successful delivery of services by the framework member are as follows:

- (1) The proactive design and implementation of targeted talent sourcing and attraction strategies and tactics as set out in Section 3.3.1 that will lead to the successful recruitment and placement of the right candidates with the right skills and experience to the right roles at the Contracting Authority; and
- (2) Delivery of the suite of Technical Recruitment solutions and services as set down in Section 3.3.2, or a range of these services as requested, that will underpin successful Technical Recruitment of these candidates.
- (3) The appointment and placement of identified successful candidates.

The following information is provided to assist tenderers to understand the framework's focus and to inform the development of their tender response submission:

- The primary concentration of sourcing and attraction strategies and recruitment and placement services under this framework will be for permanent and fixed-term contract placements at the grades set out in Section 3.1.2.
- While fixed-term agency and temporary agency resources sourcing at executive and middle management levels may also be requested under the framework, it is anticipated that, if

required, these would be on a much less frequent and adhoc basis and only to meet a specific business need determined by the Contracting Authority. Therefore, in developing tender responses, tenderers should focus predominantly on providing information in their tender response particularly in respect of permanent and fixed-term contract placements only, unless otherwise specifically requested by The Contracting Authority to specifically respond on fixed-term agency and/or temporary agency resource solutions in this ITT as set out in Section 3.3.4.

- The Contracting Authority's current Technical Recruitment model and methodologies are set out in more detail below in Section 3.1.3. Tenderers should note that, under the current effective model employed, when the Contracting Authority awards a call-off contract to the framework member for a role or roles, the Technical Recruitment agency assigns a Lead Technical Recruitment Consultant with the demonstrated business sector/functional area recruitment expertise that is relevant to the role(s) and who has the level of Technical Recruitment expertise and experience that is commensurate with being responsible for and successfully leading and managing the sourcing, recruitment and placement of candidates into the level of the requested role(s) i.e. a senior Technical Recruitment consultant or Technical Recruitment consultant as appropriate. In most cases, the Contracting Authority operates on the basis that the Lead Technical Recruitment Consultant will own the contract fully and will lead and manage it end-to-end working with one of the Contracting Authority's HR Specialists.

The Technical Recruitment agency can also assign other team members as required with the necessary skills and experience to work on the different services and aspects of the recruitment tasks.

Full engagement throughout the different stages of the sourcing, recruitment and placement stages is between the Contracting Authority's HR Specialist and the recruitment agency's assigned Lead Technical Recruitment Consultant and their team.

The Contracting Authority proposes to continue with its existing model and methodologies using public sector competency-based frameworks, tenderers should take this into account in framing their submissions.

It will be a requirement that all call-off contracts under this framework will be awarded on the basis that the Technical Recruitment agency assigns a Lead Technical Recruitment Consultant with the relevant skills and experience and appropriate level of seniority as described above and this individual will be responsible for owning each contract end-to-end and for leading and managing all required services as set down under this RFT.

- Contingency recruitment will apply for all call-off contracts awarded i.e., the Technical Recruitment agency will only be paid if and when the candidate(s) they source, and recruit, is/are placed and hired by the Contracting Authority. Further full information on the Contracting Authority's proposed payment model is outlined at Section 3.7.1.

- In writing and positioning tender response submissions for this RFT, tenderers are required to avail of this as the opportunity to address all areas requested with relevant information and/or to provide their proposed recommendations or set out clearly how or what they would do where requested. Any queries or issues that Tenderers have should be raised using the query procedure set out at section 6.3 of this RFT. **Tenderers are requested to refrain from putting forward responses or proposals that presume future discussion or engagement with the Contracting Authority e.g. responses such as ‘we will discuss this on award of tender/contract’; ‘this is something we would ask the Contracting Authority about or explore when we would have our initial meeting’ etc.**

3.1.1 Business Sectors/Functional Expertise Areas

Technical Recruitment services for permanent and fixed-term contract placements in the main, and potentially some fixed-term agency and temporary agency resources as required, under this framework will include but are not limited to the following business sector and functional expertise areas.

- **Occupational Health** – Programme Managers, Inspectors across a number of grades.
- **Occupational Safety** - Programme Managers, Inspectors across a number of grades
- **Chemicals and Industrial Products** – Programme Managers, Inspectors across a number of grades

3.1.2 Grade Structure and Starting Salaries Information

The current grading structure and starting salaries that may be filled from this contract in the Contracting Authority are as follows:

Grades	Starting salary*	Notes
Principal Officer / Programme Manager	€106,021 / €104,503	
Inspector Grade I	€85,786	<i>Equivalent of Engineer Grade I</i>
Inspector Grade II	€74,701	<i>Equivalent of Engineer Grade II</i>
Inspector Grade III	€39,474	<i>Equivalent of Engineer Grade III</i>
Assistant Principal Officer	€81,475	
Higher Executive Officer	€58,847	
Executive Officer	€37,919	
Clerical Officer	€31,105	
Service Officer	€29,511	

*These salaries are based on contributory superannuation rates. Non-contributory starting salaries are different but are rarely, if ever, applied. However, they will be used in call-off contract requests as and when they are needed.

Candidate entry into a role is at the minimum of the relevant scale and the rate of remuneration may be adjusted from time to time in line with Government pay policy and is subject to satisfactory performance.

3.1.3 General overview of Health and Safety Authority's Technical Recruitment Model and Methodologies:

The Contracting Authority's internal team of HR Specialists partner with the organisation's management teams to design, implement and deliver HR services and solutions. Internal and external Technical Recruitment is one of the key HR services delivered under this remit. Generally, internal Technical Recruitment competitions are carried out by the Contracting Authority's HR Specialists.

The following high-level information will provide tenderers responding to this RFT with a general overview of the current Technical Recruitment model and methodologies employed by the Contracting Authority:

- From time-to-time the Contracting Authority may award a Call-off Contract to the Technical Recruitment agency to source, recruit and place for a vacancy that will be advertised and promoted both internally within the Contracting Authority and externally on the open market at the same time.
- The framework member will be responsible for implementing proactive talent sourcing and attraction strategies and tactics, via their Lead Technical Recruitment Consultant and team, that leads to them developing and presenting a pool of long/short-listed potential applicants/candidates they recommend to the Contracting Authority and for consideration and review by the Hiring Manager and HR Specialist.
- The Lead Technical Recruitment Consultant or a relevant member of their team then works with The Contracting Authority to arrange either screening calls or first round interviews for those candidates deemed suitable for the role.
- The Contracting Authority's interview panels normally comprise the internal Hiring Manager, an independent, management level panel member and the relevant HR Specialist. The Contracting Authority may request the Technical Recruitment agency to provide a suitably qualified resource or resources to participate on interview panels as either a HR or independent representative or to be a formal note-taker for senior level competitions.
- The interview format is generally based on the interview panel exploring an individual's background/CV (knowledge, skills and experience) as well as specific functional and behavioural competencies related to the role and as set out in the job specification.
- In the main, there are a minimum of two interview round stages whereby those candidates successful in a first-round interview only are invited to a second round. It would be the norm at second round interview stage for a candidate to undertake a written exercise or business presentation relevant to the role.

- After completion of a second-round interview it would be anticipated that a candidate from that small pool could be successfully progressed towards placement into the role i.e. towards reference checks, medical etc. If this is not the outcome the Contracting Authority may deem a further interview stage appropriate at that time, or the Technical Recruitment agency may be asked by The Contracting Authority to go back out to market to source further suitable applicants.
- Once the interview panel agrees a candidate is suitable for a role, the lead Technical Recruitment consultant then may be requested to work with the HR Specialist to progress the candidate to the next stage i.e. supporting the HR Specialist or carrying out activities such as reference checks, which are conducted in the main by the Contracting Authority's HR Specialist; confirming visa and eligibility requirements; maintaining communications and engagement throughout the pre-placement stage and then towards offer, acceptance, placement and onboarding into the role and into the Contracting Authority. Please note the following actions will be carried out by the Contracting Authority and NOT by the framework member: Issuing of Contracts; Medical Assessments; Garda Vetting.
- Tenderers will note that in exceptional circumstances, the Contracting Authority may deem it necessary to withdraw a vacancy from the market e.g., in the event of a national public sector moratorium; for a specific business-critical reason; or if it becomes apparent that the right calibre of candidate with the right skills/experience is not being successfully sourced from the open market. In these rare instances, the call-off contract is deemed closed and, separately to any Technical Recruitment process, the Contracting Authority then reserves the right to review its own internal mechanisms for filling the vacancy, such as its own internal mobility procedures and practices.

Technical Recruitment agencies responding to this RFT will take note that the Contracting Authority adapts its business model and strategy on an ongoing basis to deliver its remit. In this regard, this may require elements of our current Technical Recruitment model and methodologies to be adapted to align with the business strategy or to meet Government guidelines in relation to Technical Recruitment. This may be required during the lifetime of this framework agreement. If this happens, the framework member will be briefed and will be required to adapt their operating model and methodologies to align with the Contracting Authority's business and resourcing needs.

The Contracting Authority is also subject to the following regulations and guidelines, which is a non-exhaustive list:

- Provisions of the Code of Practice for Appointment to Positions in the Civil Service and Public Service
- Safety, Health and Welfare at Work Act 2005
- Revised Code of Practice for the Governance of State Bodies (2016)
- Our Public Services 2030
- PAS Competency Framework
- Data Protection Act
- Government and Authority guidelines for the use of AI as part of Technical Recruitment services

The above is a general overview description of the current Contracting Authority Technical Recruitment model and methodologies only. The successful tenderer will be briefed in full by a member or members of the Contracting Authority's HR team in relation to all aspects of our

Technical Recruitment processes insofar as they relate to Technical Recruitment services required to be provided by the tenderer under this RFT.

3.2 Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition for Technical Recruitment services.

The Contracting Authority is seeking to engage with a professional Technical Recruitment agency that demonstrates best-in-class expertise, experience and network reach to proactively and successfully source, attract, recruit and place high calibre candidates with the relevant skills and experience into the right roles at the Contracting Authority. The contract is for the Technical Recruitment of permanent, fixed-term and temporary resource roles. Roles will span administrative, technical and professional work areas across all grades in the organisation.

As outlined above, in Section 3.1, the Technical Recruitment agency admitted to this Framework will have the relevant expertise and experience in proactively executing talent sourcing and attraction strategies and in successfully recruiting and placing suitable candidates across the diverse range of business sectors and functional expertise areas that are aligned with the Contracting Authority's remit and services. This expertise and experience is required in order to ensure that the Contracting Authority effectively sources, attracts, recruits and places the right people with the right skills and experience into the right roles throughout the lifetime of this framework.

The Technical Recruitment agency will work with the Contracting Authority to develop, implement and deliver fair, transparent, objective, cost effective and time-efficient sourcing, Technical Recruitment, selection and placement solutions and services, in full or in part, permanent and fixed-term contract placements in the main, as well as potentially some fixed-term agency and temporary agency resources (on an exceptional and adhoc basis) that arise within the Contracting Authority.

In the main the solutions and services as set out below will be required for the Contracting Authority's locations in Ireland.

Technical Recruitment under this framework will relate to individual or group sourcing, Technical Recruitment and placement services at some or all the levels listed in Section 3.1.2 for a range of roles that arise across the business sector and functional expertise areas set out in the table below and for any new business sector or functional expertise areas that may be created during the term of the framework.

In general, the types of roles that are anticipated for sourcing, Technical Recruitment and placement services under this framework include but are not limited to the grades set out in the table in Section 3.1.2 above and in the functional areas as outlined above in Section 3.1.1.

It is anticipated that indicative numbers of contracts for the first 12 months should be in the region of 10 approximately across the grades and types of roles outlined below. The majority of the contracts will require the full suite of sourcing, Technical Recruitment and placement services and some may require part services as set out under each Call-Off Contract.

No contract awarded under the framework established pursuant to this competition will confer exclusivity on the successful tenderer. It should be noted also that the scope of expenditure cannot be accurately forecasted nor can any guarantee for a minimum uptake of services be given at this time. Any data provided is produced for information purposes only.

Roles at Inspector Grades II and III roles and administrative support roles will be the main categories for Technical Recruitment under this framework, with some potential Technical Recruitment activity across the other levels. Some Technical Recruitment campaigns will involve the placement of multiple candidates.

3.3 Detailed Specification of Requirements for the Framework Agreement

The Technical Recruitment services required under this framework relates to permanent and fixed-term contract roles placements and on an adhoc basis on request and subject to business need, potentially some fixed-term agency and temporary agency resource solutions. Details of the requirements for the delivery of these services is set out below.

As outlined above, one of the Contracting Authority's key objectives in putting this framework in place is to contract with a professional Technical Recruitment agency who demonstrates that they possess the functional Technical Recruitment and placement expertise and experience together with the depth and breadth of market-reach to proactively and successfully execute targeted talent sourcing and attraction strategies and tactics that will lead to the Technical Recruitment and placement of the best candidates into the diverse range of roles at the Contracting Authority. This will be one of the key requirements and value-add features that the Contracting Authority will expect from the framework member.

Therefore, the Contracting Authority considers that the three key core objectives for the successful delivery of services by the framework member are as follows:

- (1) The proactive design and implementation of targeted talent sourcing and attraction strategies and tactics as set out in Section 3.3.1 that will lead to the successful Technical Recruitment and placement of the right candidates with the right skills and experience to the right roles at the Contracting Authority; and
- (2) Delivery of the suite of Technical Recruitment solutions and services as set out in Section 3.3.2, or a range of these services as requested, that will underpin successful Technical Recruitment of these candidates.
- (3) The appointment and placement of the identified successful candidates.

3.3.1 The proactive design, and implementation of targeted talent sourcing and attraction strategies and tactics that will lead to the successful Technical Recruitment and placement of the right candidates with the right skills and experience to the right roles at the Health and Safety Authority :

One of the principal and most significant value-add services that the Technical Recruitment agency will bring under this framework will be their proactive talent sourcing and attraction expertise and experience along with their depth and breadth of national and international talent market-reach in order to yield the right candidates with the right skills and experience for the right roles at the Contracting Authority. Therefore, for each call-off contract awarded, the framework member will be expected to:

- (i) Have the relevant sourcing and attraction expertise and experience and to constantly have their finger on the pulse of the relevant Technical Recruitment market to confidently know where to look and where to find suitable applicants and candidates for the Contracting Authority's roles.
- (ii) Proactively utilise the full depth and breadth of their networks, channels, techniques and tools to reach out to and attract those applicants and candidates, putting the Contracting Authority and our roles on their radar and actively promoting us as an employer of choice.
- (iii) Proactively search, source and attract high-calibre, professional, qualified/skilled and experienced applicants/candidates to the Contracting Authority roles and to recommend them for consideration, assessment and interview by the Contracting Authority.

3.3.1.1 Sourcing and Attraction, including Advertising and Promotion

A. Key **sourcing and attraction** solutions and services will include but are not limited to:

- (i) Identification, development and implementation of targeted search, sourcing and attraction strategies and methodologies for each contract awarded.
- (ii) As set out above, the assignment of lead Technical Recruitment consultants with the relevant business sector and / or functional area Technical Recruitment expertise and with the appropriate level of skills and experience commensurate with successfully sourcing, recruiting and placing candidates into assigned roles i.e. a senior Technical Recruitment consultant or a Technical Recruitment consultant. These individuals will take full charge and responsibility for proactively searching, sourcing and securing potentially suitable applicants and candidates for each call-off contract.
- (iii) Proactive use of all relevant talent acquisition networks, channels, techniques and tools both nationally and internationally as appropriate, to ensure the most effective depth and breadth of reach and impact that penetrates the market and attracts the most suitable candidates for the different levels of roles at the Contracting Authority.
- (iv) Determine all relevant qualification, functional and behavioural skills and experience, visa, eligibility or other essential criteria as set down by the Contracting Authority and ensure applicants/candidates meet these criteria at this stage in order to progress through each further stage of the Technical Recruitment, selection and placement processes.

- B. Key **advertising and promotion** solutions and services may include but are not limited to:
- (i) Proactively research and recommend to the Contracting Authority appropriate Technical Recruitment advertising and promotion methodologies, networks, channels, techniques and tools for both the public and private sector markets for each contract awarded across digital, print and face-to-face networks and channels.
 - (ii) As requested, work alongside the Contracting Authority's HR Specialist and Marketing teams to design and develop effective advertising and promotion content and campaigns that will deliver maximum applicant/candidate awareness, reach and impact, both nationally and internationally if appropriate, for contracts awarded and provide best practice Technical Recruitment content and branding input into this, as required.
 - (iii) Work alongside the Contracting Authority's HR Specialist to ensure that all advertising and promotion content and campaigns effectively convey the Contracting Authority's Equality, Diversity and Inclusion agenda and meet Official Languages Act Technical Recruitment advertising requirements.

3.3.2 Delivery of the suite of Technical Recruitment solutions and services as set down here, or a range of these services as requested, that will underpin successful Technical Recruitment of these candidates.

The framework member will be expected to have the capacity and the ability to provide the full suite of Technical Recruitment services as described in detail above in Section 3.3.1 and below, or part thereof:

Each Call-off contract request for the full suite of Technical Recruitment and placement services will incorporate most, if not all, the below activities and will form the main bulk of work under this framework and will include:

- Initiation of services on award of call-off contract
- Sourcing and attraction
- General relevant advertising and promotion across suitable networks and channels and recommended media channels
- Long/shortlisting and screening
- Pre-interviews management services e.g. organisation of interviews with the Contracting Authority and associated administration services and in the case of off-site interviews to include sourcing venues, scheduling, provision of board packs etc.
- Participation on shortlisting and interview panels
- Communications and feedback
- Information and data management related to each Call-Off Contract
- Successful appointment and placement of candidates

The services below that may attract separate costs may also be requested as part of the full suite of Technical Recruitment and placement services and will be set out in the call-off contract request - see the payment model in Section 3.7.1 for proposed operation of these costs:

- Other pre-agreed relevant external advertising and promotion media channels where vouched costs may be incurred
- Additional assessment tools as part of a Technical Recruitment competition
- Interview management – i.e. participation on internal interview panels (competitions other than those being fully administered by the supplier).

Services will be requested by the Contracting Authority for each call-off contract with the aim of delivering the full suite of professional Technical Recruitment services to the Contracting Authority and to applicants/candidates that results in them being placed into either permanent or fixed-term contract roles in the main at the Contracting Authority.

While in the main development of job specifications is normally undertaken by the Contracting Authority's Hiring Manager and HR Specialist, it is a service that may be required as part of the full suite of services and will be stated in any call-off contract request under the initiation of the service on the award of a call-off contract

Call-off contract requests for part services may arise where the Contracting Authority wishes to drawdown some services from the framework member for separate/individual Technical Recruitment support requirements across internal or external Technical Recruitments for example and might include, but not limited to, some services as outlined under the following headings and as described in detail below:

- (i) Job Specifications Development
- (ii) Long/shortlisting and screening
- (iii) Assessment of Candidates
- (iv) Pre-interview and interview management
- (v) Call-Off Contract Administration Services
- (vi) Communications and Feedback
- (vii) Account Management – see Section 3.5. for details on Account Management Services
- (viii) Additional Services for Call-Off Contracts

Further detailed information on each of these services is set out below.

3.3.2.1 Initiation of services on award of Call-Off Contract

The framework member when awarded a call off contract will be expected to meet with the Contracting Authority's Hiring Manager and HR Specialist with a view to the framework member:

- (i) Developing an in-depth awareness and understanding of the role/s that is the subject of the award of call-off contract and the business agenda aligned to this role/s in order to construct their target audiences, including all functional and behavioural competency requirements.
- (ii) Requesting any further information required for Technical Recruitment and placement into this role/s e.g. advertising and promotion timelines, pay, superannuation and benefits information, people policies and practices etc.

- (iii) Using this meeting to develop and convey their proposed strategies and methodologies for sourcing and attracting suitable applicants and suitable advertising and promotion channels to the Contracting Authority for their review and agreement.
- (iv) On occasions the framework member may be asked to engage with hiring managers on behalf of HR Specialists to support the development and drafting of job specifications where business demand requires this, see below for details.

3.3.2.2 Job Specifications Development

The framework member may be requested to provide job specification services which may include, but are not limited to, the following:

- (i) Develop impactful job specifications for assigned roles that will attract the right applicants with the right skills and experience to the right roles.
- (ii) Implement the Contracting Authority's job specifications template format and incorporate key content headings and information into job specifications to include role purpose, key deliverables, functional and behavioural competencies, essential and desirable criteria, application and selection processes, public sector salary scale information.
- (iii) Work with members of the Contracting Authority's HR Specialist and Hiring Manager team as requested to review and refine job specifications including the areas outlined above and provide best practice Technical Recruitment expertise and knowledge to this area of the Technical Recruitment process that ensures the Contracting Authority attracts the right people to the right roles.
- (iv) Recommend appropriate enhancements and amendments to job specifications and all Technical Recruitment content to ensure the Contracting Authority is meeting best practice standards and adapting its job specifications content in support of the Agency's Equality, Diversity and Inclusion agenda.

3.3.2.3 Long/Shortlisting and Screening

- (i) Develop and implement various sifting, ranking and/or other methodologies to develop long and shortlists of suitable applications for roles for the Contracting Authority.
- (ii) Conduct applicant/candidate screening via interviews and via other appropriate screening or assessment techniques against job specification deliverables, competencies and criteria set down and agreed for assigned roles.
- (iii) Recommend, present and agree a final shortlist and overview summary of suitable candidates for assigned roles to the Contracting Authority for their consideration for interview and assessment

3.3.2.4 Assessment of Candidates

For each Call-Off Contract the Contracting Authority will determine whether assessment services are required for the role that is the subject of the Call-Off Contract. Where there is a requirement, a general description of the assessment requisites will be set out in the Call-Off Order request issued to framework member. The framework member will be expected to put forward assessment recommendations and subsequent to this on award of Call-Off Contract the nature and type of assessments to be carried out will be agreed. Cost for the assessments will be based on the rates set out in the Framework Agreement, Schedule 2.

The general services that are required for the assessment of candidates are as follows:

- (i) As and when requested by the Contracting Authority, determine, recommend and undertake the most relevant and effective agreed assessment techniques and tools to screen and assess applicants and candidates for the types and levels of roles that are the subject of this RFT for call-off contracts awarded. These assessments should complement the Contracting Authority's competency-focussed Technical Recruitment and selection processes e.g., such as functional competency assessments (skills/ability), behavioural competency assessments, psychometric assessments, culture and fit assessments etc.
- (ii) Produce and furnish the Contracting Authority with assessment results and interpretation reports and provide and present analysis of results and reports to the Contracting Authority as required.
- (iii) Provide subsequent advisory support, interpretation expertise and sample interview competency questions that would support further seamless exploration of the assessment areas as part of the interview process.
- (iv) Communicate and engage with applicants/candidates as appropriate to provide information and feedback to them on the assessment process and to provide interpretation and feedback on their assessment results and report following final conclusion of the Technical Recruitment process.

3.3.2.5 Pre-interview and Interview Management - Panel Preparation and Interview Participation

As and when requested by the Contracting Authority, implement and deliver some or all of the Contracting Authority's pre-interview and interview management processes including panel preparation and interview participation as follows:

- (i) Organise interviews and act as main point of contact between the Contracting Authority and Candidates throughout this stage.
- (ii) Produce interview guides in line with the Contracting Authority's agreed approach, structure and model. This currently includes the design and development of interview guide documents and scoring matrices for use by interview panel members at each interview stage that contains suitable exploratory interview questions and covers such areas as CV/background information and technical (functional) and behavioural competency areas.
- (iii) Participate, as requested by the Contracting Authority, as a panel member on the Contracting Authority's interview panels either in a HR / Independent panel member capacity or as an official note-taker with relevant hiring managers for assigned roles.
- (iv) When requested to participate on interview panels as the Contracting Authority's HR Representative, take a lead role at managing interview processes and procedures, engaging professionally with internal Hiring Managers and independent panel members to guide them through the interview processes and procedures, allocating responsibilities and competency areas to be explored to each panel member.
- (v) As the Contracting Authority's HR representative on interview panels, implement the ORCE methodology (Observe, Record, Classify & Evaluate) and produce high quality formal evidence-based candidate performance measurements information throughout the interview stages. This includes taking suitable recording notes from evidence

presented and observations at interview that can be used for formal classification and evaluation of candidates.

- (vi) When participating as the Contracting Authority's HR representative on interview panels, provide expert Technical Recruitment knowledge, instruction, advice and support throughout all stages of the interview processes in relation to discussions, deliberations and decision-making by interview panels and challenge and question as appropriate to ensure professional standards and fair deliberation and decision-making is at the fore of all interview processes and in line with CPSA guidelines.
- (vii) Manage all post-interview processes including applicant / candidate communications, interview and assessment feedback, post-interview-stage progression and offer-management.

3.3.2.6 Call-Off Contract Administration Services

Provide administration, recording and or/assessment resource and supervision support services for interviews and assessments throughout Technical Recruitment and selection stages for call-off contracts as requested as part of a Technical Recruitment process and / or an ad hoc service.

3.3.2.7 Communications and Feedback

The framework member will be required to:

- (i) Proactively conduct and manage all ongoing stakeholder communications to include effective handling of all queries and information requests on the Contracting Authority's behalf with applicants/candidates/other interested stakeholder parties throughout each stage of the Technical Recruitment, selection and placement stages
- (ii) Provide timely feedback to both successful and unsuccessful applicants/candidates at each stage throughout.
- (iii) Define and deliver clear engagement and communications action plans and processes to ensure continual, effective engagement and communications with the Contracting Authority's Hiring Manager and HR Specialist Team members and provide professional Technical Recruitment and selection advice, expertise, reporting and updates at agreed stages throughout the implementation of the call-off contracts.
- (iv) Produce regular updates and data/information reports and statistics on Technical Recruitment and selection and present these at regular intervals to the Contracting Authority's HR management throughout the lifetime of the framework agreement.

3.3.2.8 Information and Data Management relating to the Call-Off contract

The framework member will be required to:

- (i) Collect, track, store and manage all data, information and Technical Recruitment collateral pertaining to each Call-Off Contract on a secure system or platform that complies with GDPR requirements for the control of data and information and the Contracting Authority requirements.
- (ii) Develop and implement secure processes and procedures to disseminate Technical Recruitment data and information for each Call-Off Contract to relevant the Contracting Authority stakeholders e.g., for shortlisting, interviews, feedback.

- (iii) On request from the Contracting Authority, produce requested profile information and relevant reports for each call-off contract that shares relevant Technical Recruitment statistics and data to include, but not limited to, e.g.
- Advertising channels used to promote roles and interest/response rates from these;
 - Overview of networks/referral channels activated to approach relevant talent pools to promote roles and resulting impact outcomes from those networks/referrals.
 - Number of applicants who expressed interest into roles.
 - Number of applications.
 - Production of profile documents of candidates' and their skills and experience as relates to the specific role that is the subject of the call-off contract;
 - Where available, information on reasons given as to why interested applicants may not have applied for roles.
 - Number of applicants who meet/do not meet essential functional competency criteria;
 - Number of applicants brought through as candidates to long/shortlists following evaluation by lead Technical Recruitment consultant/s.

3.3.2.9 Additional services for Call-Off Contracts

The framework member may be required during the term of the framework agreement, to provide the following:

- (i) It is envisaged that the majority of Call-Off Contracts for Technical Recruitment and placement under the Framework will be for individual roles or for up to five (5) or less placements. However, from time to time there may be a requirement for larger volume Technical Recruitment (more than five (5) posts) for permanent and fixed-term contract resources e.g., this may arise in the event of a number of different roles arising at the same time or in the event that resources are required on a fixed-term basis to support delivery of a new programme or area of responsibility. The framework member will be expected to have the capacity to respond to the business need for this volume requirement.
- (ii) The Contracting Authority may require the provision of dedicated recruiter services at the Contracting Authority's office locations or via secure remote-working in Ireland to carry out either some or all of the services as described in this Section 3.3 relating to either internal or external Technical Recruitment competitions. The framework member will be expected to have the appropriate recruiter capacity to provide this service at the Contracting Authority's office locations or via secure remote working as requested and as per details set out in the Call-Off Order.

3.3.3 Successful Appointment and Placement of Candidates

As and when required by the Contracting Authority, the framework member will:

- (i) Organise and/or conduct appropriate approvals checks as requested, including confirmation of eligibility checks e.g. visa/eligibility-to-work; organising pre-employment medicals with the Contracting Authority's Occupational Health provider; conducting reference checks – all at pre-offer stage of the Technical Recruitment process.

- (ii) Offers/contracts management.
- (iii) Acting in an intermediary capacity between a candidate and the Contracting Authority until such time as the candidate is made an offer of employment, is hired and has commenced their employment with the Contracting Authority.
- (iv) Pre- and post-placement and on-boarding support and engagement with the Contracting Authority/the newly appointed employee.

Please note that the Contracting Authority's operating model for future Technical Recruitment services may include some or all of the services as outlined in this Section 3.3 across both internal and external Technical Recruitment competitions.

3.3.4 Scope of Services – Fixed-Term agency and Temporary Agency Resource Solutions and Services

Fixed-term agency and Temporary agency resources Technical Recruitment may also be requested under the framework. As outlined previously, if there is a requirement for this service, it will be on a less frequent and adhoc basis than that required for permanent and fixed-term contract roles and may only be required from time to time to meet a specific business need that will be determined by the Contracting Authority.

If there is a requirement for fixed-term agency and/or temporary agency resources, it is imperative that the framework member can provide high calibre, suitably qualified and experienced personnel in a timely and efficient manner. This will include, but is not limited to, supplying personnel with the relevant sector or functional area expertise, as outlined in Section 3.1.2 above,

By their nature, the requirement for these fixed-term agency and/or temporary agency resources will typically be at short notice e.g., two to five days notice and the duration that these temporary resources may be required will vary according to the Contracting Authority's business needs, potentially ranging from one to several weeks/months.

It is anticipated that the framework member would be able to access fixed-term agency and/or temporary resource solutions at short notice. Any fixed-term agency and/or temporary agency resources, engaged for the Contracting Authority under this framework, by their nature would be employed directly by the framework member and on their payroll for the duration of any fixed-term agency and/or temporary agency resource assignment

For fixed-term agency and/or temporary agency resource assignments the framework member will be responsible for all pre-to-post assignment activities including organisation, administration and management services to include but not limited to:

- The ongoing management, including monitoring and measuring of productivity to agreed standards, training, motivation, health and safety compliance and all aspects of employee welfare of their fixed term or temporary agency resources;
- All staff matters of their fixed term or temporary agency resources, including those pertaining to all pay/salary matters, visa and eligibility requirements, income taxes, employment levies,

social insurance contributions, USC, grievances, discipline, termination of employment or contracts for services (as the case may be), sick pay, absenteeism, workplace accidents, poor performance and/or labour or industrial relations.

It is imperative that all personnel provided under the framework agreement are treated in accordance with all relevant employment legislation.

Tender Submission Requirements:

The requirements under this section 3.3.

- (i) Tenderers must set out in their response their proposed methodology for the delivery of the services set out in this section 3.3. The more robust the Contracting Authority considers the methodology to be, the higher the response is likely to score.

Tenderers must limit their response to this section (i) to **four (4) x A4 pages**.

- (ii) Using the two (2) job specifications, uploaded separately to eTenders as pdf documents '**Job Specification No.1**' and '**Job Specification No.2**', as typical sample roles that might be awarded as a call-off contract under the framework for external Technical Recruitment please set out your proposed talent sourcing and attraction strategy and methodologies for each of the roles.

Tenderers should address each role separately describing the following in detail:

- (a) Their overall proposed talent sourcing and attraction strategy for each role and at a minimum addressing:
 - Where they would propose to look and find suitable applicants based on the requirements set down for each of the roles;
 - The most suitable networks, communication channels, techniques and tools they would propose to utilise to source and attract applicants and to advertise and promote each of the roles;
 - What they would propose to do/how they would propose to access, reach and approach potential applicants for each role.
- (b) The challenges and risks, if any, they consider might arise in sourcing and attracting suitable applicants/candidates and outline how they would propose to address them for each of the roles.

Responses to the requirement in this section (ii) will be scored based on the level of confidence they give the Contracting Authority that the sourcing and attraction strategies will deliver suitable candidates. The more confidence the response gives the Contracting Authority, the higher the response is likely to score.

Max page limit of two (2) A4 pages per job specification, minimum 10 font size

3.4 Quality and Balance of Proposed Team

Tenderers shall submit a team organisational chart identifying the teams and core team members proposed to provide the Technical Recruitment services. Tenderers must submit CVs

(not to exceed two (2) A4 pages and using the format in the TRD) for each identified member, clearly setting out their individual roles and responsibilities. Please complete the CV tables in the Tender Response Document.

Tenderers should note the following the relation to the proposed team members:

- (i) Senior Technical Recruitment Consultants / Specialists are expected to have approximately 7+ years' experience and Technical Recruitment Consultants / Specialists are expected to have approximately 3+ years' experience.
- (ii) Lead Technical Recruitment Consultants proposed should have the relevant expertise, experience and level of seniority as described throughout this RFT and commensurate with recruiting for roles at the different grades/levels i.e., it is generally expected that Senior Technical Recruitment Consultants would be assigned to call-off contracts awarded for HEO / Grade II and above and Technical Recruitment Consultants assigned to grades below.

Please provide an organisation chart clearly defining departments, roles and responsibilities and overall staff numbers.

The Contracting Authority will be assessing the balance of the team in terms of breadth of Technical Recruitment expertise and experience to cover the service requirements and level of seniority and experience of the senior Technical Recruitment consultants and Technical Recruitment consultant team members put forward. Tenderers who can demonstrate greater relevant/or breadth of Technical Recruitment experience across the business sector/functional expertise areas and services sought as well as team balance are likely to score higher.

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

Tenderers should note that the framework member may, at call off stage, be permitted to supplement their resources with a Consultant/Specialist(s) where, in their opinion, there is a requirement to do so given the nature of the requirements under the call-off. The Consultant / Specialist(s) will be assessed as part of the call off competition. Rates for any agreed supplementary resources must be in line with the tendered rates and as will be set out in the Framework Agreement, Schedule 2.

Note to tenderers: The resources proposed will be the Personnel as set out in Clause 8.2 of the Framework Agreement in Appendix 1.

3.5 Contract Management

3.5.1 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 framework. This person shall have the authority to deal with all matters in relation to the overall contract management and the framework member's participation and performance on the framework as well as in relation to the management of all awarded call-off contracts and being responsible for the satisfactory

delivery of the services required. The duties of the dedicated account manager and/or their deputy will include the following:

- Be responsible for contract management.
- Build and maintain a good working relationship with the Contracting Authority.
- Be responsible for the satisfactory delivery of the solutions and services set down in this RFT.
- Be responsible for day-to-day liaison with the Contracting Authority.
- Act as the main point of contact for the duration of the framework.
- Have the authority to deal with all matters in relation to the framework
- Be available to the Contracting Authority between the hours of 9.00 -17.00 Monday to Friday or the nominated deputy account manager if they are unavailable
- Provide regular status reports as agreed with the Contracting Authority setting out the status of all live Technical Recruitment campaigns
- Provide regular management and performance reports as agreed with the Contracting Authority.
- Meet as and when required to undertake reviews of the operation of the framework, the relationship and their participation on it as a framework member.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

Tenderers must also appoint a deputy account manager who will have the skills, expertise and experience to carry out the above duties in the absence of the dedicated account manager.

Tender Response Requirements:

Tenderers are required to submit CVs in the format set out in the Tender Response Document (TRD) for the proposed Account Manager and the Deputy Account Manager demonstrating their relevant contract management experience. These roles can be carried out by members of the proposed overall team.

Tenders will be scored on the basis of the account management skills, expertise and experience demonstrated in the CVs submitted. The greater the account management skills, expertise and experience demonstrated, the higher the Tender is likely to score.

Tenderers must limit their response to this award sub-criterion to two (2) CVs for account management using the template CV set out in the Tender Response Document.

3.5.2 Service level Agreement

The framework member will be required to enter into a Service Level Agreement (SLA) with the Contracting Authority. The final content of the SLA will be agreed with the framework member within three (3) months of the establishment of the framework agreement.

Tender Response Requirements:

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 provide high-quality and

professional Technical Recruitment services to the Contracting Authority and should address the execution, performance, monitoring and delivery of the Technical Recruitment services required.

At a minimum, the proposed SLA should address the following aspects of service delivery:

- Quarterly or regular management reports that may include such information as statistics, data on ongoing monitoring, tracking, commentary and analytics on overall performance or individual call-off contracts and Technical Recruitment campaigns
- Key Performance Indicators information (KPI's) that will be measured and reported on to include the content, nature and frequency of reporting, these will be agreed between the parties prior to completion of the SLA.
- Contract Management – overall management of contract
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure
- Information and data management requirements for Call-Off contracts as outlined in Section 3.3.2.8.
- Provide an overview of an Exit Management Plan for activities and information transfer involved for execution at the conclusion of this framework. The Exit Management Plan might include a list of tasks and timelines for execution including appropriate solutions for the ready access, supply and transfer of relevant data, information, and collateral, if any, to the Contracting Authority on the conclusion of the framework.

The draft SLA provided should also:

- provide a sample of proposed quarterly or regular management reports to the Contracting Authority;
- set out your methodology for communicating with other relevant stakeholders within the Contracting Authority including the Finance Department;
- include your approach to urgent queries (see minimum response times required in the table at section 3.5.3 below).

Tenders will be scored on the level of confidence their proposals give the Contracting Authority that a high-quality service will be delivered (whilst at a minimum meeting the minimum response times outlined in section 3.5.3 below). The more confidence the Contracting Authority has that the proposals will deliver a high-quality service, the higher the Tender is likely to score.

Tenderers must limit their response to six (6) A4 pages

NOTE: Tenderers will note that all account management activities set out above 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(s) and delegate as required.

3.5.3 Minimum response times

The Contracting Authority requires a flexible and responsive service from its service providers. In general, the following minimum response times are expected:

Task	Minimum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	24 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days

In relation to meetings, Tenderers should note that meetings will be held either virtually or in person. In the event that meetings are held in person they will be held at the Contracting Authority's premises in Dublin (to be advised to the framework member in advance).

No expenses in respect of travel time and mileage will be payable. Invoices must reflect working hours and timesheets must be accurately maintained and produced promptly upon request by the Contracting Authority.

3.5.4 Invoicing

3.5.4.1 Invoices for full Technical Recruitment services shall be submitted by the framework member on completion of a placement and confirmed commencement of the placed employee with the Contracting Authority.

3.5.4.2 Invoices for part Technical Recruitment services shall be submitted on full completion of the call-off contract work or on an end of month iteration basis for all costs incurred in the preceding month as agreed with the Contracting Authority.

3.5.4.3 Invoices for fixed term agency and temporary agency resources shall be submitted weekly for all costs incurred in the preceding month as agreed with the Contracting Authority.

All official invoices must quote a purchase order number and must be emailed directly to hsaaccountspayable@crowleysdfk.ie email address for payment and copied to the relevant HR Specialist

All invoices which do not quote the relevant purchase order number(s) will be returned to the framework member.

3.6 Sustainability Requirements

It is the policy of the Health and Safety Authority to look at ways of reducing its impact both directly and indirectly on the environment and generate positive social impacts.

Tender submission requirements – Award Criterion E – Specific Sustainability Measures

Tenderers are required to propose sustainability measures that are concrete and pertinent to the scope of this Framework Agreement to minimise the specific sustainability impacts arising from the delivery of the service.

For each proposed measure, tenderers must detail in their response:

- i. Who will be responsible for implementing the measure;
- ii. How it will be monitored and reported on to the Contracting Authority;
- iii. The process/methodology that will be used to support the actions;

Please note, the proposed additional measures must be specific and relevant to the contract, fully demonstrated, and verifiable, to obtain marks.

Targets must be measurable and be reported on, showing steady improvements over a specific period.

Tenders will be scored based on the scope, level of detail and verifiability of the measures proposed together with the level of confidence these give the Contracting Authority that specific sustainability measures will be delivered. The more confidence the Contracting Authority has that the proposals will deliver specific sustainability measures, the higher the Tender is likely to score.

Any sustainability measures accepted by the Contracting Authority will form part of the terms and conditions of the framework agreement with the successful tenderer.

3.7 Payment Model and Pricing

Tenderers should note that they are **not** required to make any submission in their Tender with respect to the Payment Model and Pricing. These obligations will be set out in the Framework Agreement with the framework member and must be complied with.

3.7.1 Payment Model

The Payment model for Technical Recruitment and placement services that will be aligned to Contracting Authority's Technical Recruitment operating model is as follows:

Rates	• Rates as set out in the Framework Agreement, Schedule 2, will be the maximum percentage rates that will be applied to point one of the relevant salary scale for each call-off contract for the first two (2) years of the framework agreement. Percentages applied to each call-off contract can be lower than these maximum rates. • The Contracting Authority will commit to a review of the rates at the mid-way point of the framework agreement i.e., after two (2) years in operation, as part of one of its annual service reviews. • Should the market dictate percentage reduction in prices to be charged for Technical Recruitment services at any stage during the lifetime of the framework, it is essential that this percentage reduction should be passed on to the Contracting Authority at the earliest opportunity to ensure public sector value for money is being delivered by the framework member.
General Basis for Payment	• Contingency Technical Recruitment will apply i.e., the framework member will only be paid if permanent and fixed-term contract candidates are placed and fixed-term agency and/or temporary agency resources are assigned. • The framework member will not be entitled to any payment under the framework agreement for permanent or fixed-term contract placements unless and until a candidate they have supplied is successful and an employment contract has been signed by the Contracting Authority and the successful candidate, as relevant, and they take up the placement.
Discharge of applicable placement costs	The Contracting Authority will, following successful execution of the placement, pay and discharge the applicable placement cost for the type and level of candidate in accordance with this Section 3.7.1 and subject to: • Compliance by the framework member with the provisions of the agreement. • As set out in Section 3.5.4, the furnishing by the framework member of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. • Any pre-printed terms and conditions are hereby disallowed. The framework member must comply with all EU and domestic taxation law and requirements.

Refund of Fees	• It is expected that a full refund of fees or a suitable replacement candidate satisfactory to the Contracting Authority will be sourced, recruited and placed by the framework member under its original fee in the event where a new permanent or fixed-term contract hire leaves the Contracting Authority within six (6) months of their start date. • Where the Contracting Authority, at its reasonable discretion, terminates a placement prior to the expiry of six (6) months from its commencement date, the framework member must refund 100% of the placement cost paid in relation to that candidate to the Contracting Authority within one (1) month; or Contracting Authority may request the framework member to source, recruit and place a suitable replacement candidate free of charge under the original fee paid.
Fixed-Term Contract Placements	• Fixed-term placements will in the main be fixed-term contract placements paid directly through the Contracting Authority's payroll. Placement of candidates into fixed-term contracts will be charged by the framework member at or below the rates as set out in the Framework Agreement, Schedule 2 for permanent and fixed term contract placements. For roles of less than one (1) year in duration, the applicable rate in the Framework Agreement, Schedule 2 must be pro-rated to reflect the contract duration. Should that candidate be extended in the role in which they were placed, the balance of the rate (capped at the agreed percentage of one year's base minimum of scale starting salary of the successful candidate) will be payable by the Contracting Authority on receipt of an invoice, i.e., for a nine (9) month contract placement the rate will be pro-rated at 75% of the applicable full placement rate. • In the event that the Contracting Authority reasonably considers that the services of a fixed-term contract placement are unsatisfactory, the Contracting Authority may terminate the placement by instructing the fixed-term contract placement to leave the placement. If the termination occurs within the first six (6) months of the placement, in relation to a fixed-term contract placement with a duration of more than six (6) months, the framework member must reimburse the Contracting Authority 100% of the placement cost paid in accordance with the Refund of Fees section above within one (1) month of termination; or the Contracting Authority may request the framework member to source, recruit and place a suitable replacement candidate under the original fee paid.
Fixed Term Agency and Temporary Agency Resource Solutions	• From time to time on an exceptional and adhoc basis the Contracting Authority may have a requirement for fixed-term agency and/or temporary resource solutions. • These fixed-term agency and/or temporary agency resource solutions would be employed and paid directly by the Technical

	Recruitment agency awarded the call-off contract at the billable rates set out in the Framework Agreement, Schedule 2. • The framework member will not be entitled to any payment under this agreement unless and until the fixed-term agency and/or temporary agency resource candidate they have supplied is approved by the Contracting Authority. • The framework member when awarded the call-off contract for fixed-term agency or temporary agency resources shall not make any payments to the Agency staff from a company, organisation, institution, legal entity, person or bank account located outside Ireland. • The framework member assumes responsibility for paying the fixed-term agency or temporary agency resource and, where appropriate, for the deduction and payment of PRSI contributions and PAYE income tax applicable to the agency staff pursuant to the Taxes Consolidation Act 1997. • In the event that the Contracting Authority reasonably considers that the services of fixed term agency or temporary agency resources are unsatisfactory, the Contracting Authority may terminate the assignment either by instructing the individual to leave the assignment immediately, or by directing the framework member to remove the resource.
Part-time/Job Share posts	• Part-time/Job-share placements will be paid pro-rated on the starting base salary and the working hours.
Call-Off Contracts awarded for simultaneous Internal and External Technical Recruitment	• Where the Contracting Authority awards a call-off contract to a framework member to carry out the full suite of Technical Recruitment services for a Technical Recruitment competition that is open simultaneously to both internal (to the Contracting Authority) and external applicants, full fees payment will be made for the successful placement of any external candidate. Where an internal candidate is placed a fixed fee payment, if applicable, will be agreed at award of call-off contract stage. • Where the framework member is requested to carry out any part services for a Technical Recruitment competition that is being run internally and externally simultaneously via a Call Off Contract e.g. shortlisting/screening/interview participation etc then it is expected that fees for these separate part services will be invoiced on an hourly rate or half day rate or full day rate and should show a breakdown of the services provided and the timelines for each.
Conversion Fees	The framework member should be aware and understand that all individuals engaged by the Contracting Authority in a permanent, temporary, fixed-term contract or fixed-term agency capacity are eligible to apply for the Contracting Authority's internal staff vacancies after a period of six (6) months working with the Contracting Authority and the Contracting Authority's external Technical Recruitment

	competitions are open for them to apply themselves directly at any time. Fixed-term Contract to Permanent Where a fixed-term contract placement is placed by the framework member who has already been paid a fixed-term placement fee and that placement then secures a permanent post with the Contracting Authority at any time within six (6) months of the commencement in this capacity, the Contracting Authority will agree to pay a conversion fee to the framework member that is the difference between the fee that would have been paid had the original fixed-term placement been a permanent position originally i.e. the difference between the permanent placement cost rate and the cost rate paid originally for the fixed-term contract placement. If a fixed term contract placement secures a permanent post any time after six (6) months of commencement with the Contracting Authority, no conversion fee will be payable. Fixed-Term Agency or Temporary Agency Resources In the exceptional circumstances where the Contracting Authority avails of a fixed-term agency or temporary agency resource from the framework member for an assignment, no conversion or any other fees will apply should that resource apply for an internal (after six (6) months) or external (at any time) Technical Recruitment competition with the Contracting Authority unless the external Technical Recruitment competition is being undertaken by the same framework member providing the temporary resource. In that instance normal placement fees will apply. In exceptional and rare circumstances, the Contracting Authority may deem it necessary to withdraw a vacancy from the market e.g., in the event of a national public sector moratorium; for a specific business-critical reason; or if it is evident that the right calibre of candidate with the right skills/experience is not being sourced from the marketplace. In these rare instances, the contract is deemed closed and separately to any Technical Recruitment process the Contracting Authority then reserves the right to review its own internal mechanisms for filling the vacancy, such as its own internal mobility procedures and practices. • Where the framework member has been awarded a call-off contract for the full suite of services for a Technical Recruitment competition and an exceptional situation such as described above occurs, subject to there having been substantial work progressed by the framework member on the vacancy, the Contracting Authority will agree to pay a percentage of the minimum of scale starting salary for the role on concluding the call-off contract to acknowledge work progressed to date. • In a rare or exceptional circumstance where the Contracting Authority makes an offer to a candidate put forward by the framework member through a call-off contract, but withdraws the offer before the candidate commences, the Contracting Authority
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	will agree to pay the framework member a percentage of the minimum of scale starting salary for the role on concluding the call-off contract.
Part Services	Where a selection of Technical Recruitment services are requested and awarded via a call-off contract that are outside the delivery of the full suite of Technical Recruitment services it is proposed that a per-hour rate / rate per half day / full day rate of payment be used
Additional Advertising and Promotion Costs outside of general advertising and promotion costs	Outside of general advertising and promotion channels, the Contracting Authority will only accept invoices for media/advertising costs that are discussed, agreed and priced in advance and on receipt of vouched invoices that detail the advertising costs incurred
Assessments Costs	If required by the Contracting Authority, requests for assessments will be made via the call-off contract request and will be agreed in advance during the operation of the call-off contract. Costs for assessments undertaken will be priced at the tendered rates set out in the Framework Agreement, Schedule 2 for the first two (2) years of the Framework agreement and will be reviewed at that time along with all other costs.
Interviews Participation	Where interview participation is included as an interviews management service requested via either the full suite of services or part thereof, the Contracting Authority will pay the agreed per-hour rate / rate per half day / daily rates as set down in Schedule 2 of the Framework Agreement and will review these rates after a two (2) year period in line with other costs.
Account/Contract Management, Expenses and Invoices	• Account management activities will be non-billable i.e. the Contracting Authority will not pay separately for account management activities. • No expenses in respect of travel time and mileage will be payable. • For part services, all invoices must reflect working hours and timesheets must be accurately maintained and produced promptly upon request by the Contracting Authority. • All payments will be made through submission of an invoice from the framework member on commencement of candidate into the post with the Contracting Authority or on delivery of services set down on the call-off contract. PO number to be included and invoice to be sent to hsaaccountspayable@crowleysdfk.ie

3.7.2 Pricing

The maximum price chargeable in respect of all services contracted during the initial two (2) years of the framework period shall be as set out in the Framework Agreement, Schedule 2, and based on the prices submitted as part of the response to this tender. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

3.8 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with the Contracting Authority (see Appendix 3). The Data Processing Agreement (DPA) includes Technical and Organisational Measures that the Contracting Authority requires the framework member to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 3. Tenderers should familiarise themselves with the entire agreement and its obligations. **In particular Tenderers attention is drawn to Annexes 1, 2 and 3 (Technical and organisational measures/Data Processing Annex) which must be completed as part of the tender response, which are included in the Tender Response Document uploaded separately to eTenders.**

3.9 Important Note Regarding Future Services

Subject to the Contracting Authority's obligations at law, it may seek future services which are ancillary, related and similar to the services (set out in Sections 3.2 above), for example, but not limited to:

- 3.9.1** the provision of dedicated recruiter services, by the framework member, at Contracting Authority's Ireland-based office locations or via secure remote-working in Ireland to support the Contracting Authority's HR Department to carry out either some or all of the services as described in Section 3.2 above for either internal or external Technical Recruitment competitions.
- 3.9.2** In conjunction with the Contracting Authority's HR Department, develop and implement both individual or group interview skills training and development programmes for internal Contracting Authority HR team members, interview panel members, internal applicants as requested.
- 3.9.3** provide their expert views and recommendations to the Contracting Authority's HR Department, on current or future Contracting Authority Technical Recruitment models and methodologies and their operation, in order to deliver efficiencies and effectiveness around.

The Contracting Authority may exercise an option to extend the scope of the Framework Agreement and to seek the framework member to provide future enhancements to the services. The Contracting Authority is under no obligation to exercise its option to extend the services to be provided under the Framework Agreement. If this option is exercised, then the Contracting Authority will write to the framework member. The following mechanism and principles shall apply to the extension of the Services:

1. It is envisaged that the services to be provided will be similar as those to be provided under the contract;
2. The fees, costs and charges payable by the Contracting Authority to the framework member must not increase unless otherwise agreed by the Contracting Authority and the Framework Member;
3. There must be no alteration to the allocation of risk between the Contracting Authority and the framework member;
4. The term for the delivery of the services regarding the future enhancements shall not exceed the Term as specified under the Framework Agreement;
5. The services to be provided as future service, if activated, will be an extension of the services ("Extension") under the contract between the framework member and the Contracting Authority and any Extension shall be governed by the same contract entered into between the Contracting Authority and the framework member;
6. That the Charges for the delivery of the services must be based upon the Charges as agreed in the contract between the framework member and the Contracting Authority's. The Change Control Procedures as set out in the Framework Agreement will be used to accommodate the Extension; and
7. Any Extension made to cover the future services and all Changes made shall be made where so permitted in accordance with the Contracting Authority's obligations at law.

4 Selection criteria

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

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), 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 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

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 in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a tenderer may consist of a grouping of any number of economic operators¹. Where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Tenderer") who will carry overall responsibility for the performance of the contract only, if successful, irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) will not be accepted or responded to.

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

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

- Identify in Section 2.1 of the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.
- Identify in Section 2.1 of the TRD the relevant third parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.
- Ensure Section 2.1 of the TRD including all subsections are completed and submitted for all relevant third parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
- In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in Section 2.4 of the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. three (3) reference contracts) will be considered. Where relying on the experience of others, at least one (1) of the references provided should include reference to their relevant experience.

Where the tenderer consists of a grouping of economic operators and the tenderer is subsequently successful at tender stage, the Contracting Authority may require the members of the tender grouping to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the group members' performance, etc. of the contract.

4.3 General Information, Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the TRD. 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. Please complete this section in the TRD.

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	(a) Confirmation that the tendering party turnover exceeded €450,000 during one (1) of the last three (3) years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least six (6) months. Evidence of both statements will be required prior to the award of any contracts. In the case of an applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant’s financial capacity, self-declaration / evidence will only be required of the lead. In the case of firms more recently established evidence of pro-rata turnover will suffice.	
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified below. A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of the Contract, be required to: a) immediately advise the Contracting Authority of any material change to its insured status; b) produce proof of current premiums paid upon request; c) produce valid certificates of insurance upon request	
	Insurance type	Required Level
	Employer’s Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
	Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
	Professional Indemnity	€2.5 million limit arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs).

	Cyber Liability	€1 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
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Declarations

- a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.
- b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.
- c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.

Tenderers must complete, sign and date these Declarations using the tables in the Tender Response Document. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. These Declarations must be completed by each group member.

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 minimum requirements will result in the tender being considered inadmissible.

4.4 Technical Capacity Requirements

Previous Experience

Tenderers must demonstrate to the satisfaction of the Contracting Authority that they have the experience necessary to supply the Technical Recruitment services, as set out in the RFT, Section 3, if their Tender is successful. In order to demonstrate that the tenderer meets this criterion, each tenderer must submit, by completing the reference contract templates below:

Details of **three (3) reference contracts** which demonstrate, to the satisfaction of the Contracting Authority, the tenderer's experience in successfully delivering a Technical Recruitment service demonstrating the requirements as set out in the RFT Section 3 and the specific requirements set out at below. Each reference contract must relate to services delivered **within the 36 months prior to the deadline for submission of tender responses**. Reference contracts outside this timeframe will not be considered.

At least one of the three (3) reference contracts must²:

- (i) Relate to an organisation with a similar profile to the Contracting Authority;
- (ii) Demonstrate how the tenderer provided the full range of Technical Recruitment services similar to those in the RFT, Sections 3.2 and 3.3 of to a client across a range of roles and multiple competitions.
- (iii) Demonstrate how the tenderer provided capacity to deliver at scale.

² Note to Tenderers: (i), (ii) and (iii) can be demonstrated by different reference contracts, but each of them must be demonstrated.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and that the services have been successfully delivered.

The contracts listed should be chosen to demonstrate the tenderer's skills, efficiency, experience and reliability in the relevant areas of expertise.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one (1) of the projects must be from the third party identified in Section 2.1.

Note #4: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #5: The Contracting Authority may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity to deliver the services.

Note #6: Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Personnel and Skills

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Tenderers must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person.

NOTE 1: It is emphasised that, in this section, tenderers are not asked to propose the specific personnel for the delivery of this contract. This information will be required under a separate award criterion where tenderers can make an informed decision based on the detailed specification provided and the availability of the tenderer's appropriate personnel.

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that multiple skills may reside in the same person.

Please attach an organisation chart, clearly identifying all relevant departments, divisions, and 3rd parties, if applicable.

Skillset Required	Minimum Number
Account / Service Delivery / Operations Manager	1
Deputy Account / Service Delivery / Operations Manager	1
Senior Technical Recruitment Consultants / Specialists (> min 7+ years' experience)	3
Technical Recruitment Consultants / Specialists, (min 3 – 7+ years' experience)	2
Researcher	2
Assessment Specialists / Occupational Psychologist	1
Qualified Assessors	2
Administrator	2

Health and Safety Management System

Tenderers must provide information which demonstrates operation of Health and Safety systems and procedures in line with all relevant Safety, Health and Welfare at Work legislation. Please complete the TRD. The Contracting Authority reserves the right to seek further information to verify compliance. Evidence of compliance will be required as condition of contract award.

Quality Assurance Management System

Tenderers must provide information on the measures in place to ensure the delivery of a quality service, for example by way of an externally certified system, or an equivalent in-house quality control process or system. Please complete the TRD.

Environmental Management System

Tenderers must demonstrate compliance with all the relevant Environmental legislation and guidelines through operation of an appropriate third-party certified or in-house environmental management system. The Contracting Authority reserves the right to seek further information to verify compliance. Please complete the TRD.

Professional Requirements

Tenderers must provide a declaration that they are operating in accordance with the Code of Practice for Appointment to Positions in the Civil Service and Public Service.

For the purposes of tender submission, the declaration in the Tender Response Document is all that is required to be submitted. The Contracting Authority reserves the right to seek such supporting documentation as it considers appropriate from tenderers.

Data Hosting

For the purposes of hosting data, Tenderers must demonstrate capability to access to data centres located within the European Economic Area (EEA), or any country determined to offer an adequate level of data protection by an adequacy decision of the European Commission , and which are subject to the provisions of European Union law in relation to data storage and transmission and where the data centres have been certified to ISO 27001 or equivalent.

For the purposes of tender submission, tenderers must complete the annexes in the Tender Response Document. The Contracting Authority reserves the right to seek such supporting documentation as it considers appropriate from tenderers.

5 Award Criteria

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

The framework agreement will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Award Criteria and Weightings				
CRITERION		%	MAX SCORE	MIN SCORE REQ
A	Cost for evaluation purposes <i>Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender and completing the separate Pricing Schedule (excel sheet)</i> <i>Cost will be assessed as set out under in Section 4.1</i>	30%	3000	n/a
B	Methodology for delivery of the services addressing the scope of services <i>Tenderers must clearly describe in their TRD how they will deliver the service and are referred to the RFT, Sections 3.1, 3.2 and 3.3 of the RFT. Tenderers are required to provide their responses to each of the sub-criterion below in the TRD.</i>	25%	2500	1250
B.1	Overall methodology for delivery of the Services <i>Tenderers must clearly describe in their TRD their overall methodology for the delivery of the Services and are referred to Sections 3.1, 3.2 and 3.3</i>		1000	n/a
B.2	Assessing Talent Sourcing and Attracting Strategies and Tactics <i>Tenderers must clearly describe in their TRD their sourcing and attraction strategies and are referred to Sections 3.1, 3.2 and 3.3.</i>		1500	n/a
C	Quality and Balance of Proposed Team <i>Tenderers must clearly describe in their TRD the quality and balance of their proposed resources and are referred to Section 3.4 of the RFT for tender submission requirements.</i>	25%	2500	1250
D	Contract Management <i>Tenderers must clearly describe in their TRD how they will deliver the service and are referred to Section 3.5 of the RFT for tender submission requirements.</i>	10%	1000	500

E	Specific Sustainability Measures <i>Tenderers are referred to the RFT, Section 3.6 for tender submission requirements.</i>	10%	1000	500
TOTAL			10,000	N/A

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

5.1 Methodology for scoring Qualitative Criteria

Responses to each scored qualitative criterion and sub-criterion (i.e., B.1, B.2, C, D and E) shall be evaluated according to the following scoring matrix:

Score	Category	Description
90% – 100%	Exceptional	Response demonstrates extensive understanding of the requirements, offering complete assurance to the Contracting Authority—fully supported with no reservations.
80% – 89%	Excellent	Response demonstrates an excellent understanding of the requirements, offering assurance to the Contracting Authority—substantially supported with only a small number of minor reservations.
70% – 79%	Very good	Response demonstrates a very good understanding of the requirements, offering assurance to the Contracting Authority—strongly supported with some minor reservations.
60% – 69%	Good	Response demonstrates a good understanding of the requirements and, offering some assurance to the Contracting Authority—supported with a small number of more notable reservations.
50% – 59%	Acceptable	Response demonstrates an acceptable understanding of the requirements, offering the minimum assurance to the Contracting Authority—supported with some more notable reservations.
1% - 49%	Unacceptable	There are significant gaps in addressing the Contracting Authority's requirements; proposals are in parts unsupported or lack significant content / explanation; response gives cause for concern about how an acceptable solution will be developed and delivered. Less than 50% is unacceptable and the Tenderer will be eliminated from the Competition.
0%	No Response	No response received and ineligible from further consideration and the Tenderer will be eliminated from the Competition.

Tenderers should note:

- * there is an overall minimum score required for Criterion B. The cumulative score for Sub-Criterion B1 and Sub-Criterion B.2 is required to meet the overall minimum score for Criterion B for a tenderer to remain eligible.

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

5.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score only in the case of valid tenders which are deemed admissible having met the qualitative criteria for selection, compliance with minimum specification requirements and where applicable the minimum score under each qualitative award criterion.

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	3000
Formula employed	$\frac{A \times 3000}{B}$

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 Instructions for Tenderers

6.1 Closing Date for Tenders

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

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

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

6.2 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

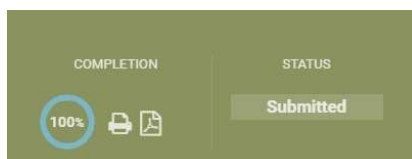
6.2.1 Accessing Documents

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

- (a) Log-in to the system
- (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

6.2.2 Submitting your Response

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



If you do not receive a message similar to above and an email directly to the inbox of the person who uploaded the response and pressed submitted, **you have not formally submitted your response in accordance with the requirements of the competition.**

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.

6.3 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.

6.4 Extension of the Tender Deadline

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

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

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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/framework agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this

paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet (including social media channels) and email, accessible by the public at large and the representatives of such media.

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

6.16 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.

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

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

The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.18 Award Notices

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

6.19 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.

6.20 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).

6.21 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".

6.22 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.

6.23 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.

6.24 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.

6.25 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 framework agreement and any call-off contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 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.

6.27 Accessibility / Dignity at Work

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

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

6.28 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).

6.29 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.

6.30 Late Payment

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

6.31 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 ("General Data Protection

Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

6.32 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 supply chain and related risk factors.

Appendix 1: Framework Agreement

Note to tenderers: This document has been uploaded separately to eTenders as 'Appendix 1: Framework Agreement'

Appendix 2: Terms and Conditions

Note to tenderers: This document has been uploaded separately to eTenders as 'Appendix 2: Terms and Conditions'

Appendix 3: Data Processing Agreement

Note to Tenderers: This document has been uploaded separately to eTenders as 'Appendix 3: Data Processing Agreement'