



CALL for TENDER

Establishment of a Single Party Framework Agreement for	Supply, Configuration, Deployment and Lifecycle Management of Managed Windows End-User Laptops Across Kerry ETB
Procedure	Open Procedure
eTenders CFT ID	7409192
Issue Date	Wednesday 28 January 2026
Closing Date for Queries	6 February 2026@ 16:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	13 February 2026@ 16:00

Please note that information relating to this Call 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 cannot accept responsibility for information relayed (or not relayed) via third parties.

The dates provided above are estimates at the time of issue of this Invitation to Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via email to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via email to all parties who have expressed an interest in the competition

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

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1 Disclaimer

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

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

The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This ITT does not constitute an offer or commitment to enter into a Framework or Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Contract of Framework being executed by or on behalf of the Contracting Authority.

The award of a Framework does not confer exclusivity on the successful Tenderer.

This ITT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence

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

2 Summary

Contracting Authority:	Kerry Education Training Board
Nature of procurement:	Supply, Configuration, Deployment and Lifecycle Management of Managed Windows End-User Laptops Across Kerry Education and Training Board
Type:	Goods
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3 About the Contracting Authority

The Kerry Education and Training Board (the “Contracting Authority”) is the authority responsible for this procurement.

[The Contracting Authority is an ETB responsible for the delivery of services in county **Kerry** and is one of 16 ETBs established under the *Education and Training Boards Act 2013*. The remit of Education and Training Boards, as statutory providers of education, is the provision of a comprehensive range of quality education programmes to meet the needs of the community we serve. These can include, Primary and Post Primary Education, Post Leaving Certificate Programmes, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education.]

For more information on ETBs and ETBI go to www.etbi.ie

Kerry Education and Training Board (formerly Kerry Education Service – the VEC in Kerry) was established on July 1st, 2013, under the Training Boards Act 2013. Kerry Education and Training Board (Kerry ETB) is a statutory agency with responsibility for the delivery of education and training services in Co. Kerry. It has a corporate structure which is made up of a democratically appointed board and a management (executive) team. Kerry ETB serves all of County Kerry, with a population of circa 148,000 people.

Kerry Education and Training Board is a multi-site organisation with premises at several locations throughout the county, providing Primary and Post-Primary Education, Further Education and Training, and Outdoor Education. Kerry ETB also holds courses in non-Kerry ETB premises in communities throughout the county. Kerry ETB provides Education and Training opportunities to over 15,000 learners annually. Currently Kerry ETB employs over 1100 staff working in various locations across the county.

For More information on Kerry Education and Training Board go to www.kerryetb.ie

4 Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a single party framework agreement for the supply and lifecycle management of Windows-based end-user laptops.

Kerry ETB anticipates a requirement for the supply and full lifecycle support of a range of Windows end-user student laptops to be deployed across its estate.

The laptops will be required for daily use in a classroom environment and for assignments and educational purposes at home.

The successful tenderer will be expected to manage laptops, configure security restrictions, deploy software, manage updates and provide support to students. The tenderer is expected to detail exactly how they will achieve this task with the minimum amount of access to Kerry ETB's O365 tenant and what change control procedures they have in place.

Kerry ETB requires a high quality, flexible and responsive service for the draw-down of the laptops, and for orders with agreed timelines for delivery of goods with the successful tenderer. When purchasing education technology for our classrooms, it is key that the products procured for our students are fit for purpose.

The Windows laptops must:

- Meet the minimum technical specifications.
- Install all required school apps and software.
- Be pre-registered with a device management platform ahead of delivery to student.
- Have device/user restrictions to prevent the student from installing additional software.
- Be configured with policies that protect the student and their data.
- Provide the Warranty and Accidental Damage Cover as required by the school/parent/guardian at order stage in line with the details provided in the specification table.
- Have an Online ordering portal accessible to the schools and students' parents/guardians to be able to purchase the laptops.
- Have an Online, Email and Phone support system in place for the service.

Please note that the cohort of student Windows laptops will be purchased directly by the students' parents/guardians themselves and will be the property of the students. Tenderers will be required to provide a flexible interest-free Payment Plan for students' parents to be able to purchase the laptops, which would enable them to spread the costs over a certain period. The tenderer is expected to detail exactly how they will provide this service.

The post primary schools also may purchase student Windows laptops as required; they will be loaned to students as the need arises however, they must be returned to the school at the end of each academic year.

Required: Tenderer must directly with school to arrange deployment. Delivery to site, managing logistics, tracking and delivery schedule. Onsite deployment and associated activities i.e. unboxing, configuration and supporting end users.

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

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

4.1 Numbers Admitted to the Framework Agreement

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

4.2 Duration of the Framework Agreement

The framework agreement will be for three [3] years, with the option to extend for one [1] year, subject to a maximum of six [6] years subject to satisfactory performance, business needs and budgetary constraints.

For the avoidance of doubt, 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.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €2m (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

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

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at Appendix 3 of this Call for Tender.

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

4.5 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member.

The precise KPIs for performance monitoring will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

4.6 Account Management

4.6.1 Account Manager

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

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

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

4.6.2 Replacement Personnel

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

4.6.3 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs due under the contract in the preceding month. All official invoices must quote a Contracting Authority purchase

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

4.6.4 Award to Runner Up

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

4.7 Right to Tender outside of the Framework

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

4.8 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or any other factors which might arise e.g. geopolitical changes

5 Specification of Requirements for Initial Contract under the Framework (if applicable) OR Requirements under Framework Agreement

The framework agreement will be established on foot of this tender competition for the supply, configuration, deployment and Lifecycle Management of Managed Windows End-User Laptops as detailed in Specification appended at Appendix 2 to this CFT. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

5.1 Summary of Specification of Requirements

The Contracting Authority proposes to engage in a competitive process for the establishment of a single party framework agreement for the supply and lifecycle management of Windows-based end-user laptops.

Kerry ETB anticipates a requirement for the supply and full lifecycle support of a range of Windows end-user student laptops to be deployed across its estate.

The laptops will be required for daily use in a classroom environment and for assignments and educational purposes at home.

The successful tenderer will be expected to manage laptops, configure security restrictions, deploy software, manage updates and provide support to students. The tenderer is expected to detail exactly how they will achieve this task with the minimum amount of access to Kerry ETB's O365 tenant and what change control procedures they have in place.

Kerry ETB requires a high quality, flexible and responsive service for the draw-down of the laptops, and for orders with agreed timelines for delivery of goods with the successful tenderer. When purchasing education technology for our classrooms, it is key that the products procured for our students are fit for purpose.

The Windows laptops must:

- Meet the minimum technical specifications.
- Install all required school apps and software.
- Be pre-registered with a device management platform ahead of delivery to student.
- Have device/user restrictions to prevent the student from installing additional software.
- Be configured with policies that protect the student and their data.
- Provide the Warranty and Accidental Damage Cover as required by the school/parent/guardian at order stage in line with the details provided in the specification table.
- Have an Online ordering portal accessible to the schools and students' parents/guardians to be able to purchase the laptops.
- Have an Online, Email and Phone support system in place for the service.

Please note that the cohort of student Windows laptops will be purchased directly by the students themselves and will be the property of the students. Tenderers will be required to provide a flexible interest-free Payment Plan for students' parents to be able to purchase the laptops, which would enable them to spread the costs over a certain period. The tenderer is expected to detail exactly how they will provide this service.

The post primary schools also may purchase student Windows laptops as required; they will be loaned to students as the need arises however, they must be returned to the school at the end of each academic year.

Required: Tenderer must directly with school to arrange deployment. Delivery to site, managing logistics, tracking and delivery schedule. Onsite deployment and associated activities i.e. unboxing, configuration and supporting end users.

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

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

Other schools/centres may avail of this framework, but this is not a guarantee that they will have a requirement over the duration of the Framework.

Kerry ETB may require additional devices, and these items will also fall under the scope of this contract and will be required to be included by the successful supplier under the terms of this contract. Kerry ETB also reserves the right to avail of any goods subject to this competition available via Central Frameworks by OGP.

Technical Environment:

Kerry ETB uses Microsoft's 365 cloud-based technologies for user authentication (Entra ID), storage (OneDrive, SharePoint), device management (Intune), security (Defender), email (Outlook), and collaboration (Teams). These services are provided to all schools, and all students and staff are assigned an M365 A5 license.

Typical desktop applications in use by students\teachers include but is not limited to; Office 365 Suite (Outlook, Excel, Word, PowerPoint, OneNote, Teams), MS Edge, Adobe Reader, Minecraft for Education.

The successful tenderer will be expected to leverage Kerry ETB's 365 suite to manage devices, configure security restrictions, deploy software, manage updates and provide support to students. The tenderer will be expected to detail exactly how they will achieve this task with the minimum amount of access to Kerry ETB's 365 tenant and what change control procedures they have in place.

As the successful tenderer will have access to Kerry ETB's tenant that contains sensitive personal and business-related information, cyber security, data protection and confidentiality is of upmost importance. The successful tenderer is required to sign a Data Protection form, Service Level Agreement and Confidentiality form prior to the commencement of the contract.

Mechanism for Payment:

Tenderers are required to outline when payment of the ICT devices is required and how they plan to manage the collection of payments for student's devices by Parents/guardians. Payment must be to a single company that includes the device, warranty and accidental damage cover. An online portal must be available for the schools and student's parents/guardians to access for ordering devices.

For any devices purchased directly by the post primary school, payment will be issued within 30 days on receipt of invoice and receipt of devices.

Ongoing Maintenance and Support:

Tenderers are required to maintain full support on each device for the full 5-year warranty period. Full support means, OS updating, Software updating, Configuration updating, technical issue troubleshooting etc. Once the student leaves the school their device will need to be offboarded from Kerry ETB's 365 tenant, removing device management and configuration and providing the student with an alternate login to access the device. All the above should be at no additional cost.

Product Quality:

All products supplied under a Goods Contract must be fit for purpose and of a quality acceptable to the Kerry ETB. If at any time during the Term of the Goods Contract, Kerry ETB find that the Goods are not fit for purpose or of an acceptable quality, the successful Tenderer shall provide a substitute acceptable to Kerry ETB, at no extra cost.

Packaging and Markings:

Items shall be supplied in boxes or other suitable environmentally friendly packaging that protects the contents inside. A delivery docket shall be provided with delivery. The delivery docket should clearly identify - the items that have been delivered, - where relevant, items on order that will be delivered at a later date and, where relevant, items that cannot be supplied at any date in the future corresponding to purchase order numbers.

Returns Policy:

Tenderers must provide full details of their policy regarding returns where items that are delivered may have been damaged and / or faulty. The Successful Tenderer will have in place systems for accepting returns, for a full refund of purchase price or replace or substitute, of any Goods found to be faulty, or any Goods incorrectly supplied.

Warranty:

The winning tenderer must provide warranty for devices and parts as per the period required as outlined in Appendix 2 Pricing Schedule. This requirement will be between 2 and 6 years and will be determined at order stage.

The Warranty cover must include Next Business Day On-Site, full parts and labour cover, including hard disk retention and provide Accidental Damage Protection, allowing at least one claim per year per student. Must be able to provide 6 years if required.

Please price the warranty section within appendix 2 Pricing Schedule. Please note on order the school will determine the number of years that is required for warranty.

Preventative Maintenance & Recyclability:

Tenderers should have in place and at least plan to document the procedure to repair and maintain the item(s) proposed, for example, the external power supply, internal power supply, cables and USB's, the availability of spare-parts, by whom, sample timelines, within warranty, outside of warranty along with the how and where the item(s) proposed are recycled at their end of life.

Service Level Agreement, Data Protection and Confidentiality Agreement:

A Service Level Agreement, Data Protection Agreement and Confidentiality Agreement will be required to be agreed and signed as the successful supplier will have access to Kerry ETB's 365 tenant and personal data of students and parents/guardians.

The successful supplier confirm agreement to same and demonstrate an understanding of the requirements.

Device Specifications

Standard Specification 2-in-1 Laptop:

Component		Minimum requirement
Device	Required Minimum	Windows 2-in-1 Laptop
Operating System	Required	Windows 11 (either natively or available through downgrade rights from Windows 11 Pro)
Features -		2-in-1 Laptop with ability to convert to a tablet by hinged keyboard. The laptop should be built ruggedly. Laptop is for home and school use.
Processor	Required Minimum	4 physical cores, 3.6Ghz boost frequency
Battery	Required Minimum	52Wh
RAM	Required Minimum	8Gb
On-Board Storage Capacity	Required Minimum	128GB
Network Connectivity	Required Minimum	Wi-Fi 6 (802.11ax) compatible
Ports and Interfaces	Required Minimum	2 x USB 3.x Type A 1 x USB Type C

		1 x HDMI 1 x Headphone/Mic Combo
Security	Required	TPM 2.0
Maximum Weight (Including Battery - Excluding Power Supply)	Maximum	1.5KG
Screen Size/Resolution	Required Minimum	12" screen with resolution of 1366 x 768
Audio	Required	Audio input and output capability with integrated microphone and speakers.
Webcam	Required	Integrated front and back facing HD cameras
Stylus/Pen Compatibility	Required	Device must have ability to utilise digital stylus pen
Power Supply	Required	Powered and charged via supplied charger
Keyboard	Required	Full size keyboard.
Warranty	Required	Requirement from 2 - 6 Years, Next Business Day On-Site, full parts and labour cover, including hard disk retention. Must be able to provide 6 years if required.
Accidental Damage Protection	Required	Requirement from 2 – 6 years, allowing at least one claim per year per student. Must be able to provide 6 years if required.
Service Support	Required	Onsite and Online support, email and phone support for parents and students.

Standard Specification Laptop:

Component		Minimum requirement
Device	Required Minimum	Windows Laptop
Operating System	Required	Windows 11 (either natively or available through downgrade rights from Windows 11 Pro)
Features -		The laptop should be built with durability for long lifecycle. Laptop is for home and school use.
Processor	Required Minimum	4 physical cores, 3.6Ghz boost frequency
Battery	Required Minimum	52Wh
RAM	Required Minimum	8Gb
On-Board Storage Capacity	Required Minimum	128GB
Network Connectivity	Required Minimum	Wi-Fi 6 (802.11ax) compatible
Ports and Interfaces	Required Minimum	2 x USB 3.x Type A 1 x USB Type C 1 x HDMI

		1 x Headphone/Mic Combo
Security	Required	TPM 2.0
Maximum Weight (Including Battery - Excluding Power Supply)	Maximum	1.5KG
Screen Size/Resolution	Required Minimum	14" screen with resolution of 1366 x 768
Audio	Required	Audio input and output capability with integrated microphone and speakers.
Webcam	Required	Integrated front and back facing HD cameras
Power Supply	Required	Powered and charged via supplied charger
Keyboard	Required	Full size keyboard
Warranty	Required	Requirement from 2 - 6 Years, Next Business Day On-Site, full parts and labour cover, including hard disk retention. Must be able to provide 6 years if required.
Accidental Damage Protection	Required	Requirement from 2 – 6 years, allowing at least one claim per year per student. Must be able to provide 6 years if required.
Service Support	Required	Onsite and Online support, email and phone support for parents and students.

Please note that component upgrade options must be available for both the Standard Specification 2-in-1 Laptop and the Standard Specification Laptop. These component upgrade options are included in the Pricing Schedule.

Additional Options:

2-in-1 Laptop Additional Options
Touchscreen Stylus/Pen
Padded Carry Case
Wireless Keyboard
Wireless Optical Mouse
Wired Keyboard
Wired Optical Mouse
Replacement Power Supply
Laptop Additional Options
Padded Carry Case
Wireless Keyboard
Wireless Optical Mouse
Wired Keyboard
Wired Optical Mouse
Replacement Power Supply

All items supplied as part of this contract are required to comply with the following specification:

- Tenderers must verify that they can meet this requirement they by providing a copy of the Original Equipment Manufacturers (OEM) technical specification sheet.
- All devices must be brand new from the Manufacturer and not refurbished or remanufactured devices.
- All ICT equipment must be durable, robust, and safe for use in a classroom environment.
- There are many different defined standards for materials and the quality of the material under this contract must meet the relevant standards imposed in Ireland, EN, ISO and CE marking. Tenderers must provide evidence that the goods they will provide as part of this framework complies with NSAI Standard and must bear the Irish Standards mark or the equivalent EU standard which provides an equivalent guarantee of safety and suitability for their primary purpose.
- Comply fully with the standards as detailed and shall comply fully with European Standards (EN), both established and developing.
- There will be no minimum order quantities.
- Where reference is made in the technical specification to any particular brand, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words 'or equivalent'. These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.
- **Goods Substitutions:** The substituted good must at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Goods which the supplier seeks to change or substitute. Any such amended Goods must be equal to or of superior quality to that of the Good which is being replaced. Furthermore, any such changes must meet the specifications required in the pricing table at Appendix 2 and the prices charged for such substitute good must not exceed the original price tendered for the good. Any proposed substitution of any good must be notified to and agreed in advance with the Contracting Authority. For the avoidance of doubt, substituted Goods shall only be supplied where the Contracting Authority has determined (at its sole discretion) that the proposed substituted Good complies with the Supplier's Tender (in respect of product specification and price) and all other requirements of the Goods Contract. New product development must be presented and agreed in writing with Kerry Education and Training Board.
- Fully comply with requirements in the Call for Tender (CFT) document.
- Be accompanied by documentation of sufficient detail for full evaluation.
- Include the completed and signed certificate of compliance (in TRD).
- Manufactured to full CE Certification (CE Declaration, build procedure, checklist & material lists). Tenders must provide evidence to demonstrate how preferred system will meet this requirement.

CE Marking - S.I. No. 228/2016 - European Union (Ecodesign Requirements for Certain Energy-related Products) (Amendment) Regulations 2016. - The EcoDesign Regulations set out the national rules which implement the EU Directive on EcoDesign. Ecodesign requirements are aimed at improving energy efficiency by integrating environmental issues and life cycle thinking already in the product design phase. In practice, Ecodesign requirements are usually applied to energy consumption during the use of the product. If a product does not meet the EcoDesign requirements set for it, it

cannot be placed on the EU market. Products which comply with the minimum EcoDesign requirements bear a "CE" marking.

Each item tendered must be compliant with the appropriate standards, and any superseded versions or equivalents, eg.

- The appointed supplier will be fully responsible for the quality of the materials and their compliance with technical requirements.
- Warranties: Requirement from 2 - 6 Years, Next Business Day On-Site, full parts and labour cover, including hard disk retention. Must be able to provide 6 years if required.

Each item and/or components must be manufactured and finished strictly in accordance with the relevant specifications and best manufacturing process and practice. All necessary materials and workmanship for the proper completion of each item must be of the highest quality and to the satisfaction of the Contracting Authority. Any inferior materials or practice will not be accepted. All proprietary materials must be used strictly in accordance with the manufacturer's instruction or recommendations.

The successful Tenderer(s) for the Framework Contract(s) will also be required to supply a catalogue of standard products, as per Appendix 1 specifications.

Deliveries:

As deliveries are being made to school environments, delivery vehicles must be suitable for access and off-loading.

Deliveries must be available for up to five days per week (Monday to Friday) as required by the post primary school with delivery times agreed between the Supplier and the individual centre.

Packaging should be used only where necessary. All packaging materials should be made from recyclable materials where possible and shall be removed from the products upon delivery and removed off site by the Contractor.

Delivery times and locations must be mutually agreed between the Contractor and the Contracting Authority. In the event of an unusual/emergency request being received the Contractor must ensure that this request will be given an urgent delivery priority rating and be delivered at a mutually agreed delivery time. Such requests will only be placed with the authorisation of the appointed contact of the Contracting Authority.

Deliveries and employees of the Contractor may be subject to routine security clearance procedures prior to being allowed entry onto certain sites co-operation by the Contractor's employees with these procedures is mandatory.

Suppliers must be able to prove 'Reliability and continuity of supply' - provide a list of existing clients where products/Supplies of the same type have been provided and manufactured within the last 12-month period. Please provide contact details from two of the listed organisations to enable the check of references.

Suppliers must be able to prove reliability of service and warranty.

The supplier must incorporate any delivery expenses into the overall pricing of an order.

Tender prices must include for delivery, installation, and commissioning of equipment (where applicable) and removal of all packaging materials and disposal/recycling of same as per national regulations.

Tenderers shall provide a standard warranty for equipment provided. It is the responsibility of the tenderer to provide appropriate documentation to allow for a full evaluation of the quality of the equipment.

Environmental Considerations:

Tenderers should employ good environmental practice regarding waste reduction and waste recovery, including the efficient use of materials and transport, and the minimisation of waste during production. Non-renewable materials should be kept to a minimum; packaging should be made from recyclable materials and be used only where necessary.

Ordering Systems:

- (a) The successful tenderer will be required to provide a hard and soft copy of their catalogue of products available to this framework.
- (b) The successful tenderer will be required to provide a dedicated helpdesk for user queries and provide a user guide and a training workshop (to the contract manager) if required.

5.1.1 Application of Variants

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

5.2 Delivery Locations

Delivery will be required to the locations listed below. Please note Kerry ETB reserves the right to add or remove locations over the period of the contract.

School	Address
Kerry ETB Head Office	Centrepont, John Joe Sheehy Road, Tralee, Co. Kerry V92 P2FE
Castleisland Community College	Castleisland, Co. Kerry V92 P528
Causeway Comprehensive School	Dromkeen, Causeway, Co. Kerry V92 EP46
Coláiste Gleann Lí, Tralee	Clash Road, Tralee, Co. Kerry V92 XR81
Coláiste na Ríochta, Listowel	Upper Church Street, Listowel, Co. Kerry V31 WD34
Coláiste na Sceilge	Caherciveen, Co. Kerry V23 Y003
Gaelcholáiste Chiarraí, Tralee	Cloonmore, Tralee, Co. Kerry V92 V82V
Killarney Community College	New Road, Killarney, Co. Kerry V93 NA48
Killorglin Community College	Langford Street, Killorglin, Co. Kerry V93 PY05

5.3 Volumes

Please note that there will be an initial order for Killorglin Community College, but no definitive volumes have been confirmed as of publication of this CFT.

Further orders will be required over the duration of the framework agreement subject to curricular needs and budget availability.

5.4 Pricing

All Tenderers must complete the Form of Tender in the Tender Response Document accompanying this CFT.

All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately on the pricing list at Appendix 2.

The Incoterms® Rules 2020, DDP (Delivery Duty Paid) [Import VAT paid], shall be borne by the supplier. Deliveries will be to the locations within the remit of Kerry Education and Training Board schools and centres.

Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.

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

Payments for Supplies supplied under the Framework shall be made subject to and in accordance with the Terms and Conditions of Contract appended to the Framework Agreement.

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Contract and by approval of Kerry ETB and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the relevant Material Price Indices has increased or decreased in the edition of that index published by the Central Statistics Office (www.cso.ie) most recently prior to that anniversary. Some price increases are as a result of a fluctuation in the raw materials costs for manufacturer. In such cases, communication must be presented from the manufacturer outlining the justification for the increase and also the proposed increase. The economic market may also be considered.

The nature of the goods of this tender and the cognizance that suppliers regularly run promotional offers online items for set periods of time or on the availability of product in stock against the normal manufacturers set price. Kerry ETB will require where these discount/promotions are offered on any product lines, subject of this tender, that the discounted/promotional offer must be applied to the specific product line on order and discounted/promotional prices reflected in the associated invoice.

The pricing strategy of maximum cost is used to establish a total comparative cost for analysis. Where items on the pricing list at Appendix 2 are currently on a promotion at the time this competition goes to market, we recommend that the price submitted for such an item should be the regular cost and not the promotion/discounted cost. Should the promotion be ongoing for the lifetime of the contract then it is in order to submit the promotion/discounted rate.

Tenderers who do not submit their tender prices on the Kerry ETB pricing lists at Appendix 2 will not be considered in this competition. No second option in accompanying documentation will be considered.

The Contracting Authority reserve the right to request validation of the pricing information provided by the Framework Supplier.

6 Evaluation Criteria

6.1 Selection Criteria

The OPEN procedure at national level is being used by the Contracting Authority for the award of this framework agreement. While all interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

In order to demonstrate a tenderers' suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document.

6.1.1 General Information relating to the Tenderer

Please provide 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.

6.1.2 Legal Compliance

Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 included in the Tender Response Document. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Confirmation that your turnover exceeded €100,000 for each of the last three years.
- (iii) Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type ¹	Minimum Indemnity limit	Excess required
Employers Liability	€12.7m	
Public Liability	€2.6m	
Product Liability (goods only)	€2.6m	
Professional Indemnity	€1m	
Cyber Liability	€2m	

By submitting a tender, Tenderers confirm that, (i) they will obtain and hold the types and levels of insurance as specified above, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) 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 above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

The successful Tenderer will, during the term of the Framework, 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.

NOTE: Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) calendar days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

6.1.4 Technical Capacity

- (i) Previous Contracts – information demonstrating successful delivery of [three (3)] previous comparable contracts in the past [three (3) to five (5)] years or recent past.
- (ii) Access to minimum levels of personnel and skills as detailed in addition to an organisation chart.
- (iii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.
- (iv) Health & Safety - Details of health and safety policies and whether 3rd party certified.

- (v) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.

6.1.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed Tender Response Document relating to Technical Capacity Section 6.1.4. Mere confirmation will not be sufficient under these headings.

Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides in the Tender Response Document. Failure to supply the required information may result in elimination from detailed tender evaluation.

Prior to the award of any framework agreement / contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

6.2 Award Criteria

Only tenders meeting the selection criteria and 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. Responses are required through completion of the Tender Response Document.

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

Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost to the Contracting Authority	35%	3,500	n/a
Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document.				
B	Quality and fitness for purpose of products offered and understanding of the requirements	20%	2000	1000
Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Section 5.1. Please note that technical specifications outlined are the minimum standard under the evaluation criteria. Tenders must demonstrate an understanding of our requirements as outlined in our specification and provide information to demonstrate that their devices and services are of a standard that meet our requirements in terms of quality, standards and technical compliance, durability, and suitability for use in a school classroom. Any features in terms of quality, standards and technical compliance, durability, and suitability in excess of the minimum required should be highlighted and where relevant, will receive additional marks. Processor benchmark: The processor benchmark score according to CPU benchmark.net will be used to award. Tenderers are required to provide a screenshot of the score the proposed processor. https://www.cpubenchmark.net/				
C	After Sales Support, Lead Times and Exit Strategy	15%	1,500	750
Tenderers must provide comprehensive information on: 1. Details on the support and maintenance package offered. 2. Change control procedures. 3. Details and response times for logging, managing, escalating and resolving issues (to include online, email and phone support for parents and students). 4. Details and function of key account manager. 5. Details of application engineer and technical support post commissioning and maintenance. 6. Outline the procedures and timeline for dealing with and replacement of missing, damaged or faulty goods. 7. Outline the procedure for repairs and the availability of spare parts. 8. Training proposal and documentation for students and staff. 9. Lead times from order to delivery and commissioning for student use. 10. Details of exit strategy procedure for once a student leaves the school. The device will need to be offboarded from Kerry ETB's 365 tenant, removing device management and configuration and				

providing the student with an alternate login to access the device. This should be at no additional cost.

D	Payment Mechanisms	10%	1000	500
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Payment must be to a single company that includes all costs (device, installation, support, warranty and accidental damage cover).

Tenderers must set out details on the payment solution/solutions offered including when payment of the ICT devices is required and how you plan to manage the collection of payments for student's devices from Parents/Guardians.

E	Warranty and Accidental Damage Protection	10%	1,000	500
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Tenders should set out details of the warranty/warranties for each of the goods required, together with details of manufacturer's warranty.

*Please refer to Section 5.1 **Summary of Specification of Requirements** and include the Accidental Damage Protection outlined.*

Please include pricing for years 5-6 as extended warranty. If your extended warranty is longer than 1 year, indicate this as a zero cost for each year included.

F	Approach to Green and Environmental issues and Sustainability	10%	1,000	500
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Tenderers must clearly and comprehensively demonstrate how they will ensure sustainability in the provision of supplies. This may include but not limited to the following:

- 1. Demonstrate the energy efficiency measures your organisation proposes to implement over the duration of the agreement.*
- 2. Demonstrate how your organisation proposes to manage recycling, packaging, waste and end of life products. Include details such as, membership of REPAK or equivalent and WEEE (Waste Electrical and Electronic Equipment) or equivalent, to reduce environmental impact.*
- 3. Tenderers should demonstrate their commitment to sustainability and how this is incorporated into your business.*

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (F) in order to avoid elimination from the competition. Qualitative criteria will be scored using the following baseline scoring system:

90 – 100%	Outstanding
80 – 89%	Excellent
70 – 79%	Very good
60 – 69%	Good

50 – 59%	Acceptable
Less than 50%	Unacceptable

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

NOTE 2: The lowest cost tender that also meets all of 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:

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

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract/framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: 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 award of any contract.

6.2.1 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.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period

6.2.2 Verification

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this 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.

6.2.3 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.

6.2.4 Right to Confirm Suitability

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

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as detailed below). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **16.00 hours (Local Time) on Friday, 13th February 2026.**

It is the responsibility of the tenderer 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.**

(b) Language

Tenders may be submitted in English or Irish.

(c) Queries

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is **16:00 hours on Friday, 6th February 2026** unless otherwise published by the Contracting Authority. **For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority reserves the right to issue or seek written clarifications.

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

(d) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. 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.

(i) 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.

(j) 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 Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

Note: The Contracting Authority will be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

(k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that 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 or subcontractor 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. The

terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(l) Freedom of Information Acts

All responses to this invitation to 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 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 confidentiality or commercial sensitivity. 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(n) 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 in accordance with section 523 of the Taxes Consolidation Act 1997. Any and all taxes applicable to the supply of the subject of this competition will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005 (as amended), Data Protection Act 2018 and Official Secrets Act 1963 (as amended). Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with Irish law

(p) Dignity at Work

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

(q) 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.

(r) 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. 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.

(s) Change in the Composition of a Tender

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.

(t) 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.

(u) Notification of Tender Evaluations

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

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

(v) Award Notices

Following the formal conclusion of the framework agreement, an award notice will be despatched to tenders announcing the results of the competition.

(w) 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.

(x) 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 licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

(y) 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".

(z) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(aa) 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 to source the requirement with more than one service provider.

The invitation to 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.

(bb) 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. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(cc) Accessibility

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.

(dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender'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.

(ee) 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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(ff) 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.

(gg) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel of the Prime Contractor 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, acknowledged or responded to.

(hh) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

(ii) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

(jj) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

The Contracting Authority will be a Data Controller (where Data 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 call for tenders.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender 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.gov.ie 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. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk) Transfer of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the TUPE Regulations.

APPENDIX 2 – THE CONTRACTING AUTHORITY’S SPECIFICATION OF REQUIREMENTS

Please refer to Section 5.1 Summary of Specification of Requirements for full details

Device Specifications

Standard Specification 2-in-1 Laptop:

Component		Minimum requirement
Device	Required Minimum	Windows 2-in-1 Laptop
Operating System	Required	Windows 11 (either natively or available through downgrade rights from Windows 11 Pro)
Features -		2-in-1 Laptop with ability to convert to a tablet by hinged keyboard. The laptop should be built ruggedly. Laptop is for home and school use.
Processor	Required Minimum	4 physical cores, 3.6Ghz boost frequency
Battery	Required Minimum	52Wh
RAM	Required Minimum	8Gb
On-Board Storage Capacity	Required Minimum	128GB
Network Connectivity	Required Minimum	Wi-Fi 6 (802.11ax) compatible
Ports and Interfaces	Required Minimum	2 x USB 3.x Type A 1 x USB Type C 1 x HDMI 1 x Headphone/Mic Combo
Security	Required	TPM 2.0
Maximum Weight (Including Battery - Excluding Power Supply)	Maximum	1.5KG
Screen Size/Resolution	Required Minimum	12" screen with resolution of 1366 x 768
Audio	Required	Audio input and output capability with integrated microphone and speakers.
Webcam	Required	Integrated front and back facing HD cameras
Stylus/Pen Compatibility	Required	Device must have ability to utilise digital stylus pen
Power Supply	Required	Powered and charged via supplied charger
Keyboard	Required	Full size keyboard.
Warranty	Required	Requirement from 2 - 6 Years, Next Business Day On-Site, full parts and labour cover, including hard disk retention. Must be able to provide 6 years if required.
Accidental Damage Protection	Required	Requirement from 2 – 6 years, allowing at least one claim per year per student. Must be able to provide 6 years if required.

Service Support	Required	Onsite and Online support, email and phone support for parents and students.
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Standard Specification Laptop:

Component		Minimum requirement
Device	Required Minimum	Windows Laptop
Operating System	Required	Windows 11 (either natively or available through downgrade rights from Windows 11 Pro)
Features -		The laptop should be built with durability for long lifecycle. Laptop is for home and school use.
Processor	Required Minimum	4 physical cores, 3.6Ghz boost frequency
Battery	Required Minimum	52Wh
RAM	Required Minimum	8Gb
On-Board Storage Capacity	Required Minimum	128GB
Network Connectivity	Required Minimum	Wi-Fi 6 (802.11ax) compatible
Ports and Interfaces	Required Minimum	2 x USB 3.x Type A 1 x USB Type C 1 x HDMI 1 x Headphone/Mic Combo
Security	Required	TPM 2.0
Maximum Weight (Including Battery - Excluding Power Supply)	Maximum	1.5KG
Screen Size/Resolution	Required Minimum	14" screen with resolution of 1366 x 768
Audio	Required	Audio input and output capability with integrated microphone and speakers.
Webcam	Required	Integrated front and back facing HD cameras
Power Supply	Required	Powered and charged via supplied charger
Keyboard	Required	Full size keyboard
Warranty	Required	Requirement from 2 - 6 Years, Next Business Day On-Site, full parts and labour cover, including hard disk retention. Must be able to provide 6 years if required.
Accidental Damage Protection	Required	Requirement from 2 – 6 years, allowing at least one claim per year per student. Must be able to provide 6 years if required.
Service Support	Required	Onsite and Online support, email and phone support for parents and students.

APPENDIX 3 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Framework Agreement Terms and Conditions are outlined on a separate document

APPENDIX 4 – CONFIDENTIALITY AGREEMENT

The Contracting Authority's Confidentiality Agreement is on a separate document