



INVITATION TO TENDER

Establishment of a Single Party Framework Agreement for	the Supply and Delivery of Lockers and Library Shelving Lot 1 Lockers Lot 2 Library Shelving
Procedure	OPEN
eTenders RFT ID	XXXXXX
Issue Date	Wednesday 25 th February 2026
Closing Date for Queries	Monday 09 th March 2026 12 noon
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	Wednesday 18 th March 2026 12 noon

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



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1 Disclaimer

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

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

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

2 Summary

Contracting Authority:	Louth and Meath Education and Training Board
Nature of procurement:	Supply and Delivery of Lockers and Library Shelving in 2 Lots
Type:	Supplies
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

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout the country with over 650 sites under their remit. The Chief Executive (CE) of each ETB carries out the executive functions of the ETB, including those in relation to procurement.

Education and Training Boards Ireland (ETBI), based in Naas, Co Kildare is the national representative association for ETBs. Its job is to represent ETBs and promote their interests. It also provides services to its members in areas such as Policy, HR/ IR, Corporate and Procurement & Reform. ETBI coordinates the **ETB Procurement Network**, which brings procurement personnel from the 16 ETBs together on a quarterly basis.

The Contracting Authority is an ETB responsible for the delivery of services in the following location: Louth and Meath

The Education and Training Boards Act 2013 provided for the establishment of 16 new education and training boards to replace the existing 33 VECs. On July 1st, 2013 Co Louth VEC and Co Meath VEC merged to form Louth & Meath Education and Training Board (LMETB).

LMETB manages 18 Post Primary schools and 4 Community National schools, a Community Special School, a Centre for European Schooling. LMETB is also joint patron of 6 Community Schools.

2 Colleges of Further Education and is also responsible for an extensive range of Adult Services throughout both counties, including Adult Learning Services, Community Education, Back to Education Initiative, VTOS and Adult Guidance. There are 8 Youthreach centres spread across the two counties and 2 training centres - Dundalk Regional Skills & Training Centre and Drogheda Training College.

Louth and Meath Education and Training Board is funded by the Department of Education in respect of primary and post primary and related education and by SOLAS in respect of further education and training.

LMETB established the Advanced Manufacturing and Technology Training Centre of Excellence (AMTCE) located in the Xerox Park Industrial Estate in Dundalk. The AMTCE grew out of an identified need to provide trades people with new skills in anticipation of Brexit and in order to address identified industry needs. The training provided will enable both a regional and national response to the changing needs of the manufacturing sector which is driven by the need to adopt industry 4.0 technologies and practices in the face of both Brexit and global competition challenges. The centre will also provide training through apprenticeships and traineeships for people who are interested in pursuing careers in the advance manufacturing domain.

It is envisaged that the centre will become a focal point for the delivery of upskilling and reskilling opportunities for the manufacturing sector. The centre will deliver a wide variety of courses ranging from customised training on specific skills needs to apprenticeship and certificate level courses through instructor led, blended and on-line learning delivery

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approaches. The AMTCE is aims through the delivery of quality training to support and catalyse business development by giving companies the opportunity to transform innovation into profit and maintain/ increase their resilience, productivity and competitiveness by adopting new technologies.

For more information on LMETB go to <https://www.lmetb.ie/>

For more information on ETBs and ETBI go to www.etbi.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 delivery of Lockers and Library Shelving in two lots.

- Lot 1 Lockers
- Lot 2 Library Shelving

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

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

Department of Education and Skills

Library Shelving:

Group 7: Lockers	
Code	Descriptions & Specifications
TLK	Teacher Locker Units – 2 compartment Locker Units and Fittings: Generally: All units to be visually matched and designed and manufactured to international metric standards and must meet the requirements of BS 4680 performance test for Locker Units. Specification: Sides, Back and Shelves: To be manufactured from 1.2 mm thick cold rolled mild steel, folded, reinforced and fabricated to give adequate rigidity. Doors: To be manufactured from 1.5 mm cold rolled mild steel, folded, reinforced and fabricated to give adequate rigidity. Each door to be fitted with two hinges; <u>hinges must not be fitted to front of door</u>. Three point lockable catch to be fitted on each door. Finish/Colour: Supplier must state range of colours available for two colour schemes and indicate the colour available for doors and frames separately. Antibacterial paint to be used. Size: The overall size of a locker unit (2 compartments) to be 1900 mm high x 300 mm wide x 450 mm deep. BS 4680. NOTE: Steel of lighter gauge than specified is NOT acceptable and will invalidate tender.
SLK	STUDENT LOCKER UNITS – 3 COMPARTMENT Locker Units and Fittings Generally: All units to be visually matched and designed and manufactured to international metric standards and must be the requirements of BS 4680 performance test for Locker Units. Specification Sides, Back and Shelves: To be manufactured from 1.2 mm cold rolled mild steel, folded, reinforced and fabricated to give adequate rigidity. Doors To be manufactured from 1.5 mm cold rolled mild steel, folded, reinforced and fabricated to give adequate rigidity. Each door to be fitted with two hinges; <u>hinges must not be fitted to front of door</u>. Single point lockable catch to be fitted on each door. (Padlock will be supplied by school authorities). Finish/Colour: Supplier must state range of colours available for two colour schemes and indicate the colour available for doors and frames separately. Antibacterial paint to be used. Size: The overall size of a locker unit (3 compartments) to be 1900 mm high x 300 mm wide x 450 mm deep. BS 4680. NOTE: Steel of lighter gauge than specified is NOT acceptable and will invalidate tender.

Department of Education and Skills

Library Shelving:

Group 9: Library Shelving
General Specification
<u>General:</u> All units to be visually matched and shelving to be adjustable, designed and manufactured to international metric standards and must meet the requirements of I.S. EN 527 & I.S. EN 14073 for shelving. <u>Dimensions:</u> To conform to international metric standards. Each bay to be 900 mm wide and 1800 mm high and be complete with 5 book/magazine shelves and one canopy shelf. <u>Finish:</u> All metal components – uprights, horizontal and diagonal ties, shelves, canopies and shelf brackets to be epoxy powder coated. Book supports – chrome finish. <u>Standard Uprights:</u> To be hollow steel square and/or rectangular section tubes, double slotted to allow all components to be individually adjustable and interchangeable and to have a low base for maximum capacity. Cross members to be of adequate width to give lateral and transverse stability. Fitted with adjustable feet. <u>Wall Upright Floor Supported Uprights:</u> To be hollow steel square and/or rectangular section tubes, double slotted to allow all components to be individually adjustable and interchangeable and to have a low base for maximum capacity and cross member to be of adequate width to give lateral and transverse stability. Adjustable type steel and nylon glide to be fitted to all uprights. All bays to be fixed to wall near top. <u>Horizontal Ties:</u> To be hollow steel and/or rectangular section tubes fitted with suitable connectors to give rigid fixings. <u>Diagonal Ties:</u> To be steel, fixed to uprights to ensure lateral stability. One diagonal tie to be provided for each bay (both single and double sided – book and magazine units). <u>Book Shelves:</u> Book shelves to be steel, free from sharp edges and burrs, with a back stop. All shelves to be fitted with runners on the underside for sliding book supports. <u>Magazine Shelf (Display and Storage):</u> To be an adjustable shelf, suspended and pivoted from brackets above with provision for storage behind by steel shelf. All shelves in each bay to have display and storage facility. <u>Canopies:</u> Canopy shelves all as for book shelves but without back stop (flat shelf). <u>Shelf Brackets:</u> The contractor to provide all necessary shelf brackets and other accessories to shelving. All shelf brackets to be clipped firmly onto shelves to allow shelf adjustment without removal of brackets from shelves. <u>Book Supports</u> To be spring sliding book holder to slide along tracks on the underside of shelves and to remain fixed in place when positioned. Provide 5 no. per 900 mm bay of full height shelving. Chrome finish. <u>Wooden End Panels:</u> The library stacks (exposed ends) to be clad in laminated panels as described for various combinations. The panels to be of 18 mm formaldehyde free MDF finished with decorative high pressure laminate grade HGS (I.S. EN 438-1) of balanced construction. Hardwood edges or PVC edges to match fitted furniture details specified for the particular project. <u>Combinations</u> The Library Shelving to be arranged in the combinations as described for each type of library. LS100 Library shelving – Shelving for 100 m2 Library. LS136 Library shelving – Shelving for 136 m2 Library. LSST Library shelving - Shelving for (1) Guidance room and (2) Learning support room. <u>Delivery, Placing and Fixing:</u> The quotation to include for supply, delivery, placing and fixing in position and including all fixtures and fixing as required.

Department of Education & Skills

Loose Furniture Specification

Group 9: Library Shelving	
Code	Description and Specifications
LSSB.5	Library Shelving 4500 mm long, 5 bay – single sided – wall upright, floor supported – book stack. Each bay containing five 200 mm shelves and one canopy shelf. Overall height of unit 1800 mm. Complete with 25 sliding book supports and two (2) laminated end panels. Units to be fixed to wall near top.
LSDB.4	Library Shelving 1800 mm long – 4 bay – double sided (2 bays per side) – island type, floor mounted – book stack. Each bay containing five 200 mm shelves and one canopy shelf. Overall height of unit 1800 mm. Complete with 20 sliding book supports and one (1) laminated end panel.
LSDB.8	Library Shelving 3600 mm long – 8 bay – double sided (2 bays per side) – island type, floor mounted – book stack. Each bay containing five 200 mm shelves and one canopy shelf. Overall height of unit 1800 mm. Complete with 50 sliding book supports and two (2) laminated end panels.
LSDM.3	Library Shelving 2700 mm long – 3 bay – single sided – wall upright, floor supported – magazine rack. Each bay containing five 300 mm shelves – five display / storage shelves – and one canopy shelf. Complete with two (2) laminated end panels. Units to be fixed to wall near top.
LSDM.8	Library Shelving 3600 mm long – 8 bay – double sided (2 bays per side) – island type, floor mounted – magazine stack. Each bay containing five 300 mm shelves – five display / storage shelves – and one canopy shelf. Complete with two (2) laminated end panels.
BTR	Book Trolley. Double sided with 3 shelves each side. Shelves 300 mm deep, complete with brackets. Shelves and brackets to be the same as used in book stacks, with slotted uprights. Four 100 mm ball race castors with two lockable castors. Overall size: 900 w x 500 d x 1000 h.

Code	Library Shelving: Combinations	
LS100	Library – 100 m²	Combinations:
	Single sided book stack – 5 bays. Double sided book stacks – 16 bays. Single sided magazine stack – 3 bays. Book Trolley.	1 No. LSSB.5 2 No. LSDB.8 1 No. LSDM.3 1 No. BTR
LS136	Library – 136 m²	Combinations:
	Double sided book stacks – 28 bays. Double sided magazine stack – 8 bays. Book Trolley.	2 No. LSDB.8 + 3 No. LSDB.4 1 No. LSDM.8 1 No. BTR
LSST	Learning Support Room & Guidance Room	
	Library Shelving 900 mm long – 1 bay – single sided – wall upright, floor supported – Magazine stack. Bay containing five Display and Storage 300 mm shelves and one canopy shelf. Overall height of unit 1800 mm. Complete with two (2) wooden end panels. Units to be fixed to wall near top.	

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 for each lot. 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 2 years, with the option to extend for 2 years, subject to a maximum of one (1) such extension, 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 €200,000 to €210,000 (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 and will in any case never exceed the EU threshold of €216,000 (ex. VAT).

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 for each lot.

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.

Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

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;

- 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

The Contractor shall be entitled to invoice the Contracting Authority for the Supplies on or at any time after the Supplies are delivered to the Contracting Authority. 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.

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions (Appendix 9).

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.

4.8 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 other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

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. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement for each lot.

5.1 Detailed Specification of Requirements

Louth & Meath Education & Training Board is seeking to establish a Single Party Framework Agreement (“Framework”) for the supply and delivery of Lot 1 Lockers and Lot 2 Library Shelving. (As per Appendix 5 Department of Education and Youth Loose Furniture Specifications).

The specification and quantity of goods is listed under the Pricing Schedule in the tender response document. Incomplete lists will be rejected.

It is intended to award one (1) supplier per category/lot but suppliers may be successful in more than 1 lot. Tenderers should clearly indicate the number of the lots they wish to be considered for and please price for all items in that lot. Tenderers may apply for one or more lot(s).

Please note the list is a list generated for the purpose of this tender and does not guarantee that all items will be purchased or that additional items may be required. Other specifications may be required and purchased over the period of the framework agreement. The relative quantities are not known at this time, this will be confirmed at order stage by the school/centre.

The schools and centres under the remit of LMETB may drawdown for additional items.

The lists comprise of the range of goods required. The corresponding Department of Education and Youth Loose Furniture Specification can be downloaded from the additional documents area of this tender notification on www.e-tenders.gov.ie

Tenderers must be capable of supplying every item in all sections on the pricing schedule in the Tender Response document as provided. Tenderers will be excluded from consideration in the event of failing to submit a price for all items. Applicants must not change, alter, or manipulate either the description of the goods or the quantities specified on these documents, any tender found to have an alteration to the description or quantity will be disqualified. All items must be priced.

The goods must meet the Department of Education and Youth Loose Furniture specification and is intended for use in Post Primary Schools and Further Education Colleges and must be of construction, materials and finish which are suitable for this use, and which will combine long life with ease of cleaning and low maintenance.

Louth & Meath Education & Training Board may enlist the advice of relevant teachers/tutors to assist in the determination of such suitability. Tenderers must be able to prove reliability of maintenance, service, spare parts and warranty.

Samples: Applicants may be required to submit samples, photographs of components and complete units on request to allow Louth Meath Education Training Board to evaluate the quality of the items in question.

Where reference is made in the technical specification to any particular make, 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.

The successful tenderer is required to provide all of the following ordering methods to the schools/centres:

- Online
- E-mail
- Phone
- Fax and /or post

When ordering the school/centre/Capital Land & building will provide a Point of Contact for the order. No changes can be made to this order unless confirmed in writing by the Contracting Authority's Point of Contact.

Delivery will be required to all schools and centres under the remit of LMETB www.lmetb.ie
This is a non-exhaustive list and additional sites may be added over the duration of the framework agreement.

The school/centre will make tenderers aware of the exact location and delivery conditions on site. Tenderers must make provision for on-site unloading of the goods to the identified rooms/locations in the school or centre i.e. delivered to the ground floor assembly hall.

Tenderers must be aware that there is no option to deliver to the front reception, delivery must be to the agreed location. No unloading of the goods or provision for disposal of associated packaging will be supplied by the Contracting Authority, LMETB, unless agreed with the school/centre in writing in advance of delivery.

Orders will be expected to be delivered in full unless agreed otherwise in writing with LMETB. Delivery will only be accepted by prior arrangement in writing with LMETB school / centres / Capital Land & Buildings.

Tenderers must demonstrate in a clear and comprehensive manner any environmentally friendly delivery service solutions that they currently have in place. This may include, but is not limited to the following:

- Amalgamation of several orders into one order to reduce carbon footprint;
- Transport and logistics measures, such as order delivery using electric vehicles.
- Any future plans currently being considered for the use of electric vehicles to carry out deliveries.

Contact must be made with the nominated Point of Contact in the school/centre or Capital Land & Buildings prior to delivery of the goods on site. It is imperative that goods are checked, agreed and signed off by the nominated school authority and winning Tenderer. Faulty or incorrect items must be addressed on delivery.

This contract includes supply, delivery, installation/assembly of all goods to the designated area/room within the school/centre and includes the removal and disposal of all packaging. Tenders should note that they must remove and dispose of all packaging. It is LMETB's policy to support an environmentally friendly approach to the disposal of waste materials throughout the supply chain and in this regard, Tenderers should confirm their compliance with waste disposal regulations in Ireland.

The Successful Tenderer(s) will be required to put in place a mechanism for the collection of packaging materials (including transportation pallets) from schools/centres. This service will be provided within an agreed timeframe at no extra cost to the schools/centres.

Collection of all materials must comply with the Waste Management Collection Permit Regulations 2007 under 'Article 30 – Non-Application of 34 (1) (a) the Act'. Collection of all materials must also be compliant with EU Regulations.

The list of goods is not exhaustive; schools and centres may require additional and/or other items not currently listed on the pricing lists in which the winning tenderer will be requested to provide a quote. The winning tenderer must ensure that prices and services remain competitive at all times and must work with LMETB to drive cost and process efficiencies.

Tenderers are required to provide a detailed specification of the supplies/services that they will provide, covering at a minimum all the points outlined in this document in their response. If certain services are not offered, this should be stated specifically. Tenderers should respond to each of the requirements in the same order as listed. Yes/No answers will not suffice in most cases.

Where maintenance/servicing is required during the warranty period then the cost of this should be included in the tender price. Tenderers should provide details of extended warranty and service and maintenance arrangements available to the Contracting Authority. The Contracting Authority reserves the right to drawdown for servicing and maintenance from the successful tenderer during the life of the equipment by seeking a request for quotation.

In the event of a Goods recall, advice and/or alert the Supplier must have written formal procedures in place for identifying the Goods, advising and/or alerting the school, removing from the school all Goods that are subject to a Goods recall, and offer replacement/ alternative Goods (which must be then agreed in accordance with the procedures set out in Tender Response Document).

The implementation of these procedures shall result in minimum cost and disruption to the centre. The Supplier acknowledges and agrees that if the Goods recall and advice and/or alert procedures proposed do not meet The Contracting Authority's requirements, the Authority reserves the right to prescribe Goods recall, advisory and/ or alert procedures to be

adopted by the Supplier. All Goods recalls must be notified immediately to the centre and The Procurement Section in the Head Office.

A summary of all Goods recalls/alerts/advisories/complaints, their investigation, conclusion, resolution and subsequent corrective and or preventative actions must be provided during the Term of the Framework Contract, upon request, within two (2) working days.

Goods on delivery that are found to be unfit for use, shall be returned and replaced by the Supplier, the Supplier shall remove the rejected Goods as soon as possible and as agreed by the centre and no later than ten calendar days from the date of notification to the Supplier of their rejection, and make arrangements to replace the Goods at no extra cost or issue a credit note to Contracting Authority. In the event of any defective Goods becoming apparent, appropriate action will be taken by the Supplier to remedy the situation. If there is no improvement or repetition occurs a written warning will be issued by the Customer.

Standards, Specifications and Conditions
All equipment shall be durable and safe for school use. Equipment wholly or partly funded from public funds is subject to inspection by officers from the Department of Education.
It is essential that tenders and tenderers for equipment for school use shall: • Comply fully with the specifications and be durable and safe for school use. • Comply fully with the standards as detailed and shall comply fully with European Standards (EN), both established and developing. • Comply with European electrical standards and CE marking as appropriate. • Fully comply with requirements in the Request for Tenders (RFT) document. • Be accompanied by documentation of sufficient detail for full evaluation. • Include the completed and signed certificate of compliance. <u>Award of a contract is conditional on the production of a current tax clearance certificate.</u> <u>Failure to comply with the above may result in the tender being deemed null and void.</u>

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.

A substituted good must, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Good, 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 enclosed in the Tender Response Document 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 writing 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 LMETB.

5.2 Delivery Locations

Delivery will be required to all schools and centres under the remit of LMETB www.lmetb.ie. This is a non-exhaustive list, and additional sites may be added over the duration of the framework agreement.

5.3 Volumes

The relative quantities are not known at this time, this will be confirmed at order stage by the school/centre.

5.4 Pricing

The Contracting Authority requires you to price for all items on the pricing document in the Tender Response Document and must be completed and signed. Please note the list of goods is a list generated for the purpose of this tender and does not guarantee that all items will be purchased or that additional items may be required. Other specifications may be required and purchased over the period of the framework agreement. These items will fall under the terms of the framework agreement.

Tenderers should note that prices should remain valid for the first six months from the effective date of the contract. Prices quoted must be all-inclusive (i.e. including but not limited to supply, delivery, commissioning, training, freight, customs, import duty, ancillary costs and all other costs/expenses), be expressed in EURO only and exclusive of VAT. The VAT rate should be indicated separately.

Tenderers should insert a price for all items on the pricing schedule/s.

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. LMETB 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 by the centres and discounted/promotional prices reflected in the associated invoice.

LMETB acknowledges that the market is volatile at present with respect to supplies etc. due to the increased costs for raw materials and shipping costs across the various product categories. Tenderers must confirm that all prices quoted in their Tender response will remain valid for 6 months commencing from the effective date of contract.

Following expiry of this period, the school centre will issue a Request for Quotation for their requirements. Pricing should be benchmarked against pricing for similar equipment in the market at the time of quotation.

5.5 Details of Contracts Arising Over Life of Framework Agreement

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

- Unforeseen requirements which fall clearly within the defined scope of the framework
- Other specifications may be required and purchased over the period of the framework agreement.
- The schools and centres under the remit of LMETB may drawdown for additional items.

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.

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. 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;
Or
During one of the last three years or pro-rata if more recently established firms;
- (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	Minimum Indemnity limit	Excess required
Employers Liability	€13m	
Public Liability	€6.5m	
Product Liability (supplies only)	€6.5m	
Professional Indemnity	N/A	
Other if required – e.g. Motor; Cyber; etc. – contract specific	N/A	

NOTE: Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) working 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) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.
- (iii) Health & Safety - Details of health and safety policies and whether 3rd party certified.
- (iv) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.
- (v) Certificate of Compliance/testing
- (vi) Range of Equipment required

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 submission of Appendix 5 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. 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 over the life of the contract	30%	3,000	n/a
Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document.				
B	Quality and fitness for purpose of products offered	35%	3500	1750
Tenderers should demonstrate that the quality of the equipment is fit for purpose and suitable for use in a school/centre environment. Tenderers need to ensure the specification is of a durable nature for everyday use in school/centre environment. The technical specifications outlined in the documentation are the minimum required. Tenderers should provide details in the tender response document of the manufacturer of the equipment along with details of the range proposed.				
C	After sales service/ response times	10%	1000	500
Tenderers should address the following elements in their response: · Details of contract management team for this contract. · Response times to customer queries and complaints. · Policy for returns and replacement goods, and timelines. · Invoicing procedure as per contracting authority's requirement, including issuing of credits. · Maintenance of the goods, where applicable.				

D	Delivery schedules offered / Project Plan	10%	1000	500
Tenderers should set out in detail how they process orders following receipt of the official purchase order from the school/centre to scheduling the delivery. Tenderers should address the following elements in their response: · Lead times from order to delivery · Tenderers should set out in their proposal the process for installation. · Your proposal under this element should address how the Tenderer will meet the specific delivery dates for delivery of the goods as this is critical to the contract. · Please indicate who will be responsible for delivery to site and who will be responsible for sign off. · Tenderers should outline in their proposal the procedure for disposal of all waste packaging from the contracting authority. · Tenderers should address continuity of supply - the purpose of this criterion is to establish the extent to which the Contracting Authority may place due confidence in the tenderers ability to provide the goods as specified.				
E	Warranty	5%	500	250
The Contracting Authority requires a minimum warranty of those stated in the specifications/pricing schedule. Tenderers should provide details of extended warranty and service and maintenance arrangements available to the Contracting Authority, if applicable.				
F	Commitment to Sustainability	10%	1000	500
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: · Demonstrate the energy efficiency measures your organisation proposes to implement over the duration of the agreement · 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. Tenderers should demonstrate their commitment to sustainability and how this is incorporated into your business. Tenderers should outline any Corporate Social Responsibility initiatives that they participate in within their communities.				

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.

Evaluation Process

Step 1: Evaluation of Qualitative Sub-Criteria

A total of 7000 marks is allocated across the qualitative criteria, which equates to 70% of the overall marks available. For each of the non-cost sub-criteria included in Table 1 above, the scoring methodology set out in Table 2 will apply.

In accordance with the scoring methodology:

A) the tender evaluation panel will determine into which of the six bands the response falls. The available marks for each criterion are divided evenly amongst bands 1-5.

B) the tender evaluation panel will then assign a mark within the scoring range of the selected band depending on the quality of the response.

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
0 – 49%	Unacceptable	A response which fails to address the criterion to the required standard or presents risk of non-performance; is therefore deemed inadmissible and therefore not eligible for further consideration.

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

Example: Where the maximum mark available for a qualitative sub-criterion is 1000 and the tender evaluation panel determines that the response falls under the “very good” description (Scoring Band 3), then the evaluation panel may award a minimum of 70% of the total marks available (i.e. 700 marks) and a maximum of 79% of the total marks available (i.e. 790 marks), dependant on the quality of the response.

Only those Tenders that achieve the minimum marks allocated to each of the qualitative sub-criteria will proceed to be assessed under the cost criterion, as set out below.

Step 2: Evaluation of Costs

For the purpose of this Competition, Tenderers are required to quote a Total Fixed Price Sum to deliver the services required. There is a total of 3000 marks allocated to the cost award criterion, which equates to 30% of the overall marks available. The Tender that proposes the lowest Fixed Price Sum will receive 100% of the marks available. All other Tenders will be scored using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Total Fixed Price Sum}}{\text{Tendered Total Fixed Price Sum under evaluation}}$	x	$\frac{\text{Maximum Marks Available}}{\text{Maximum Marks Available}}$
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The total marks achieved for the qualitative award criterion and sub-criteria (Step 1) will be added to the total marks achieved for the cost criterion (Step 2) to arrive at a Total Overall Score. The Tender with the highest Total Overall Score will be deemed to be the MEAT and will be deemed successful, subject to meeting all other requirements of this SRFT.

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.

Tender respondents should note that:

- LMETB are not bound to accept the lowest priced, or any, Tender. LMETB reserves the right not to award the contract or place any orders as a result of this tender competition. No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by or on behalf of LMETB. The award of the contract will not give rise to any enforceable rights by the successful Tenderer. LMETB may cancel this competition at any time prior to a contract being executed.

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.

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.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

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

The closing date for tenders is **12 noon (Local Time) on 18th March 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 Questions and Answers facility on www.etenders.gov.ie. The closing date for receipt of queries is **9 days before Closing Date.**

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.

(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.

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 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 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, 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. 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, EU and Irish Government Procurement Procedures. 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.

(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. 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: 353-1-6733533).

(o) Irish Legislation and Law

The contract[s] awarded on foot of this tender process will be governed by 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.

On a voluntary basis the Contracting Authority undertakes that no framework agreement will be signed or take effect until at least seven (7) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition ("Standstill Period"). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

(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

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 Services 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.

APPENDIX 2 – THE CONTRACTING AUTHORITY’S TERMS AND CONDITIONS

Insert the Contracting Authority’s standard Terms and Conditions

APPENDIX 3 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Insert the Contracting Authority's Single Party Framework Agreement Terms and Conditions

APPENDIX 4 – SERVICE LEVEL AGREEMENT

Insert the Contracting Authority's draft Service Level Agreement

SCHEDULE E: DATA PROTECTION

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject