



Bord Oideachais agus Oiliúna Chiarraí
Kerry Education and Training Board

CALL FOR TENDER

Establishment of a Multi Party Framework Agreement for	The Provision of Health & Safety Training Courses for Kerry Education and Training Board Students and Learners
Procedure	Open
eTenders CFT ID	KETB20260021
Issue Date	Tuesday 24 March 2026
Closing Date for Queries	17 April 2026@ 16:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	28 April 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 Call for 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 CFT 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 being executed by or on behalf of the Contracting Authority.

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

This CFT 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:	The Provisions of Health and Safety Training Courses for Kerry Education and Training Board's Students and Learners
Type:	Service
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.

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.

The Contracting Authority is an ETB responsible for the delivery of services in the following location: Co. Kerry.

Kerry Education and Training Board manages 8 Post Primary schools and 4 Community National schools, 4 centres for Further education, 5 Kerry College of Further Education and Training campuses (with multiple buildings) and is also responsible for an extensive range of Adult Services throughout the county, including Adult Learning Services, Community Education, Back to Education Initiative, VTOS and Adult Guidance. Additionally, there are 5 Youthreach centres spread across the County. Since July 1st, 2014, Regional Skills & Training Centre is under the governance of ETB, having been transferred from SOLAS on that date.

Kerry Education and Training Board is funded by the Department of Education and Skills in respect of primary and post primary and related education and by SOLAS in respect of Further Education and Training.

For more information of Kerry ETB 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 multi-party framework agreement for the provision of Health & Safety Training Courses to Students and Learners in schools, centres operated by Kerry ETB. Trainers will be required to delivery this training face to face at locations within Kerry

supply of Health & Safey Training Courses to Students and Learners.

It is split into Six (6) Lots (each a Lot) as described below

Lot 1	- o Cardiac First Aid Responder Advanced Course (CFR-A) (PHECC) - o Cardiac First Aid Responder (CFR) at Community Level (PHECC) - o First Aid Responder (FAR) (PHECC) - o First Aid Responder Recertification Training (PHECC) - o Emergency First Aid Responder (EFR) (PHECC)
Lot 2	Patient Moving and Handling
Lot 3	Manual Handling Training
Lot 4	Safe Pass Training
Lot 5	Abrasive Wheels
Lot 6	Working at Heights and Ladder Training

These Health and Safety Courses are required for a range of QQI courses offered by Kerry ETB schools/centres in order to prepare students for work placements as part of their coursework. Courses take place during the academic year, and Health and Safety training will be required throughout the year. Student numbers change on an annual basis and there is no guarantee to the number of students who will require Health and Safety Training or the number of courses. The training provided to students supplements their classroom education and placements in the achievement of their academic awards.

Tenderers are required to outline their cost proposal for the Lot(s) applied for by completing Appendix 2 Pricing Schedule. Tenders may apply for individual or multiple lots. Each Lot will result in a separate contract.

In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

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.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with **a minimum of two suppliers** subject to that number meeting the minimum criteria and rules.

Contracting Authority reserve the right to extend this number where maximum value will be achieved for our ETB by increasing the numbers to the framework.

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions and services contract.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission

4.2 Duration of the Framework Agreement

The framework agreement will be for (Two) 2 years, with the option to extend for (twelve) 12 Months, subject to a maximum of Two (2) Twelve -month extensions up to a maximum contract length of 4 years and will be 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 €460,000 approximately (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. In any event the spend shall not exceed €750,000 (ex. VAT) over the lifetime of the framework.

4.4 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts may be awarded as follows: The Contracting Authority will use the Request for Quote method for awarding contracts under the Framework Agreement (as appropriate).

Commented [E01]: Insert mini competition to allow specific sub contracts

- A. Request for Quotes (RFQ's) **call off method** is defined as each Framework Member appointed to a Lot will be contacted for a Request for Quotation. Email is the preferred means of communication.

Request for Quotation's may contain the following information;

- Request for Quotation Reference Number.
- Office/School/Centre name.
- Request for quotation deadline date and time for submissions, by which responses MUST be received. Responses received after this date and time will not be accepted.
- The description of the material required by the school/centre.

Framework Members MUST confirm in their Request for Quotation response that they can provide the service on the date and in the timeframe required.

The responses to the Request for Quotation will be evaluated by the office or school or centre and the framework members who responded to the Request for Quotation will be informed of the outcome by email.

Note that suppliers RFQ must clearly state the cost is per course with min/max numbers or cost per learner/ student.

In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein. 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. Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework agreement (Appendix 4). 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

- B. Mini Competition **call off method** is defined as

Where the Mini Competition method is used to call-off the service, each Framework Member appointed to a competition will receive a Supplementary Request for Tender ('SRFT'). It is expected this method of drawdown will be used where a School/Centre defines their requirements over a period of time and appoints one supplier to provide that service for the specified term.

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.

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

4.6

4.7 Account Management

4.7.1 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 Members and delegate as required.

4.7.2 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.

4.7.3 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 purchase order number(s) will be returned to the supplier. All invoices are to be returned to Kerry ETB Accounts Payable Department accountspayable@kerryetb.ie

Kerry ETB will not be required to pay any or all the costs of the services before receipt.

4.7.4 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

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 members. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract.

In the event that, following the award of any contract under this framework agreement if the framework member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

4.8 Right to Tender outside of the Framework

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

4.9 Urgent Orders

In the event of an unusual/emergency request being received the Contractor must ensure that this request will be given an urgent 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

4.10 Changes

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

5 Specification of Requirements under Framework Agreement

The framework agreement will be established on foot of tender competition

5.1 Detailed Specification of Requirements

Tenderers will be required to deliver Training in multiple locations for schools and centres under the remit of Kerry Education and Training Board. Trainers will be required to deliver this training face to face at locations within Kerry.

The training will take place 'in house'. On the occasional instance that Kerry ETB cannot provide a training facility, the successful tenderer must provide a location and deliver the training at this facility. The location will be agreed by the school/centre and the service provider in advance of the training. A Request for Quotation to all framework members will be applied should a separate charge be required.

An estimate of the training requirements from last year is 170 courses at €125,000 approximately. This figure is provided for indicative purposes. Please note, admission to the framework does not guarantee the award of any contract to any economic operator, over the lifetime of the framework agreement.

Additional Health and Safety course requirements may arise over the lifetime of the framework, and these courses will also be subject to this tendered service. Schools and centres will draw down from this framework in line with section 4.4 Awarding Contracts under the Framework Agreement.

Courses required will be at the discretion of the school/centre, and tenderers should note that the number of participants will vary. There is no guarantee of the actual numbers of participants to attend Training Courses.

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.

Training Group Formation and participation will be outlined by each school/centre at time of booking.

5.1.1 COORDINATION OF TRAINING

The successful service provider will be required to develop a comprehensive understanding of the work of school/centre and agree training programme requirements with the school/centre. The service provider must be flexible to manage timescales in line with the Academic Year.

It is envisaged that requirements will be sent to framework suppliers for quotations a minimum Six (6) weeks in advance and orders placed a minimum two (2) weeks in advance.

However, there may be occasions where needs arise on a shorter timeframe, and all framework members will be informed so that they can confirm availability and costs.

Should a school/centre wish to cancel a training programme, they will notify the service provider as soon as possible and endeavour to provide a minimum of five (5) working days' notice. The service provider shall not charge for training cancelled within this time frame.

In the event that the service provider is required to cancel a programme, invoices shall not be issued to the school/centre.

Proposed training dates must be agreed by both parties.

The tenderer may be required to supply multiple instructors concurrently to facilitate training for a large group of student/ learners at the same time.

5.1.2 DELIVERY OF TRAINING

The successful Tenderer must be in a position to, inter alia.

- Ensure all trainers are punctual and allow sufficient set up time prior to commencement of the scheduled start time for each programme;
- Maintain a strong focus on the objectives and outputs for each training programme in line with the school/centre needs and industry best practice, including Health and Safety legislation, HSA guidelines, codes of practice and standards and other upcoming relevant guidelines;
- Employ innovative delivery of training programmes and assessment techniques.
- All participants will be required to sign the attendance sheet and these records will be returned to the relevant staff.
- All correspondence, documentation and queries regarding attendees must be channelled through the school/centre.
- Training materials should be provided by the service provider to all students/ learners.

5.1.2 SPECIALIST TASK OR ENVIRONMENT

Where a school/centre requires training that involves manual handling tasks/practical techniques and equipment unique to a specialised task or environment, the service provider must ensure that the trainer delivering the training programme has sufficient training, experience and knowledge appropriate to manual handling/people. Handling instruction required for that specialist task or environment. Specialised tasks or environments shall include but not limited to; Spinal injuries, theatre, emergency department, catering department, maintenance department.

The service provider must provide confirmation and name of the trainer to the school/centre Department in advance of the training programme delivery.

Training Programme Material, The successful service Provider will produce and make available, a copy of all presentations, hand-outs and training material, certificates and templates distributed to participants. This material must be available to participants in hard-copy and accessible in soft-copy. This should be included in the price of the course or per participant

5.1.4 POST DELIVERY OF TRAINING

Within five (5) working days of programme delivery, the service provider must return all documentation sought by the school/centre which shall include, but not limited to:

- Original attendance sheet signed by participants and trainers;
- Details of attendance and any non-attendees and details of full or incomplete

participation or refusal/inability to participate;

- Completed training evaluation forms;

- Details of the equipment/aids used and the practical manual/People Handling techniques explained, demonstrated and practiced during each training programme (the training programme must be specific to needs of the attendees);

- Certificates to participants or the college on successful completion of training programme and a copy to the school/centre. This will be confirmed by the college at order stage.

5.1.5 REPEATING COURSES

If a learner does not successfully complete a course, whether due to not meeting the required standard in assessments, practical demonstrations, or attendance, they will be given the opportunity to repeat the course or the specific components they did not pass. For PHECC-accredited courses and Safe Pass training, certification is only awarded upon successful completion of all required elements.

Lot	Course Name	If Learner Fails
Lot 1	o Cardiac First Responder Advanced Course (CFR-A) (PHECC)	May Repeat course or Modules
	o Cardiac First Responder (CFR) Community Level (PHECC)	May Repeat or retake practical
	o First Aid Response (FAR) (PHECC)	Must Retake full Course or Failed Components
	o First Aid Response Recertification Training (PHECC)	Must Repeat Recertification Course
	o Emergency First Aid Responder (EFF) (PHECC)	Must Retake Full Course
Lot 2	Patient Moving and Handling - On Site Training	Must Retake Full Course
Lot 3	Manual Handling Training – On Site Training	Must Retake Full Course
Lot 4	Safe Pass Training – On Site Training	Must Retake Full Course
Lot 5	Abrasive Wheels – On Site Training	Must Retake Full Course
Lot 6	Working at Heights and Ladder Training – Onsite Training	Must Retake Full Course

5.1.6 TRAINING PROGRAMME MATERIAL

The successful service provider will produce and make available, a copy of all presentations, hand-outs and training material, certificates and templates distributed to participants. This material must be available to participants in hard-copy and accessible in soft-copy. This should be included in the price of the course or per participant.

5.1.7 TRAINERS

Service providers must note that as trainers will be crucial to the effective performance of the training. Service providers should note that while the proposed trainers are required for the purposes of this competition, the Contracting Authority recognises that additional trainers may be required to deliver the Services. Any additional trainer must possess appropriate equivalent and relevant experience and qualifications.

5.1.8 LEGISLATION AND REGULATIONS

Tenderers must comply with requirements of Safety Health and Welfare at Work Act 2005 and General Application Regulations 2007.

Tenderers must comply with the relevant Health and Safety legislation and comply with KERRY ETBB Health and Safety procedures.

5.1.9 REQUIREMENTS FOR THE PRE-HOSPITAL EMERGENCY CARE COUNCIL (PHECC)

PHECC has an established accreditation system to assess the suitability of applicant institutions to provide pre-hospital emergency care training courses. Only, successful applicants known as Recognised Institutions (at the practitioner higher level courses) and Approved Training Institutions (ATIs) for the responder level courses are approved to deliver PHECC courses. For delivery of First Aid Response courses tenderers must be approved by PHECC Recognised Institutions and Approved Training Institutions (ATIs). Tenderers must meet the standards/criteria set down by the Pre-Hospital Emergency Care Council (PHECC) - available on www.phecc.ie. See in particular First Aid Response Education & Training Standard V1 (STN0076) and Teaching Faculty Standard (STN021).

5.1.10 ASSESSMENT/EXAMINATIONS

Tenderers and their instructors are requested to carry out all FAR assessment/ examinations in line with PHECC regulations/KERRY ETBB School/Centre Policy.

Tenderers must ensure that there is a suite of MCQ exam papers (+ marking schemes)/assessment sheets (published by PHECC) available, so that different papers can be used for each FAR exam sitting. Tenderers and their instructors are requested to carry out all practical course assessments in accordance with industry standards and to issue certification to learners who successfully complete the training in consultation with KERRY ETBB staff.

RESULTS SUBMISSION / INTERNAL VERIFICATION / PREPARATION FOR EXTERNAL EXAMINERS

Tenderer/FAR instructors will ensure to correctly and fully complete all administrative forms and documentation relating to students on courses and processes specified by PHECC. This will include submitting assessment results and claiming certification for learners in a timely manner.

Kerry ETB will require evidence of provisional results/ achievement of FAR qualification for learners, within three weeks of course completion - in order to facilitate learners going on work placement.

Tenderer/FAR instructors to evaluate the quality and standards of the course through ongoing monitoring, feedback analysis and communication with students and other instructors. Tendered/FAR instructors to maintain documentary evidence of all courses for review by PHECC's quality review panel. In line with Quality Assurance procedures, Kerry ETB will require copies of relevant documentary evidence per class group, to be submitted on completion of each course.

Internal verification to be carried out by the tenderer/FAR instructors to establish and maintain the quality of all aspects of course provision, and the validity and consistency of assessment methods.

External verification will be carried out by the external review panel appointed by PHECC to implement the Quality Review Framework set out in the current Council Rules for Recognition of Institution.

5.1.11 EVALUATION

Tenderers will be required to ensure that all instructors complete module evaluations (templates available) with each group of learners, and submit the results to the school/centre, as part of its self-evaluation process.

5.1.12 DATA PROTECTION

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required below statement 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.

If the Company (a Processor), in providing services to Kerry Education and Training Board (Kerry ETB) (a Controller) under this contract, processes personal data, within the meaning of the Legislation, on behalf of Kerry ETB, it undertakes to:

- Process such personal data solely in accordance with the documented instructions of KERRY ETBB and in accordance with the terms of the contract with KERRY ETBB and will not use or process the personal data for any other purpose whatever;
- Ensure that any person(s) processing personal data is subject to a duty of confidentiality;
- Implement and maintain such technical and organisational security measures as are necessary to comply with the obligations of the Legislation;
- In discharging its obligations under this Agreement, the Provider is responsible for its compliance with the Legislation and will ensure that all necessary registration applications are made and provide KERRY ETBB with a copy, on request, of each such registration and any amendments or alterations made thereto.
- Obtains either a prior specific authorisation or general written authorisation for any sub processors the Processor may engage to process the personal data received from the KERRY ETBB. The Processor must further ensure that where a general written authorisation to the Processor engaging sub-processors is obtained, the Kerry ETB has the opportunity to object in advance to each individual sub-Processor to be appointed by the Processor;
- Ensure that any sub-processors engaged by the Processor are subject to the same data protection obligations as the Processor and that the Processor remains directly liable to the Controller for the performance of a sub-processor’s data protection obligations;
- Assist the Kerry ETB by appropriate technical and organisational measures to respond to data subject rights’ requests under the GDPR;

- Assist the Kerry ETB to ensure compliance with obligations under the GDPR in relation to security of data processing (Article 32 GDPR), notification of data breaches (Articles 33 and 34 GDPR) and data protection impact assessments (Article 35 and 36 GDPR);
- At the end of the data processing by the Processor and on the KERRY ETB's instruction, the Processor deletes or returns the personal data received from the KERRY ETB; and
- Makes available to the Kerry ETB all information necessary to demonstrate compliance with Article 28 of the GDPR and that the Processor allows for and contributes to audits conducted by the Kerry ETB or a third party on the Kerry ETB's behalf.
- Ensure that personal data processed on behalf of Kerry ETB will be stored within the EEA. If transfers to Third Countries are envisaged, an Adequacy Decision or Standard Contractual Clauses, or other such mechanism, is in place.

In this clause, "Legislation" means the Data Protection Acts 1988, 2003 and 2018 any amendment thereto, and the General Data Protection Regulation.

If applicable an Article 28 Data Processing Agreement will be put in place.

Note to third country-based tenderers (including UK-based tenderers)

The General Data Protection Regulation (GDPR) requires Kerry Education and Training Board (Kerry ETB) to consider whether the movement of personal data to a third country requires additional protection. If deemed necessary, this additional protection will take the form of a Standard Contract Clause (SCC) document, in most cases. This document may need to be completed by the Kerry ETB and a third country-based contractor to the data transfer.

A "third country" is a country other than an EU member state or the three additional EEA countries (Norway, Iceland, and Liechtenstein) that have adopted a national law implementing the GDPR.

The UK's departure from the EU in particular has implications for the movement of personal data from Ireland to the UK (including Northern Ireland). Following the UK's departure from the EU, on 30 June 2021 the European Commission adopted an adequacy decision for the United Kingdom in relation to the GDPR [and another for the Law Enforcement Directive]. Personal data can now flow freely from the European Union to the United Kingdom where it benefits from an essentially equivalent level of protection to that guaranteed under EU law. However, subject to changes in the UK Data Protection legislation, the adequacy decision will need to be reviewed and this may necessitate the need for an SCC document to be completed and signed by Kerry ETB and any UK-based contractor processing personal data under the terms of the proposed contract.

The SCC template document has been published alongside this RFT for full disclosure For the purposes of these data transfers

Kerry ETB is the Data Exporter and the third country-based contractor is the Data Importer.

A data processing agreement based on SCCs prepared under Article 28 of the GDPR will be required in all cases where proposed contract involves the successful tenderer processing personal data on behalf of Kerry ETB;

The Article 46 Standard Contract Clause document will only require completion if:

1. The successful tenderer is UK-based; and
 2. The proposed contract involves the successful tenderer processing personal data on behalf of Kerry ETB;
- and
3. The nature of the UK's change of data protection legislation has resulted in the UK

being assessed as a third country which does not ensure an adequate level of data protection within the meaning of Article 25(2) of Directive 95/46/EC. 46 of the GDPR.

OR

4. The successful tenderer is based in a third country which does not ensure an adequate level of data protection within the meaning of Article 25(2) of Directive 95/46/EC; 46 of the GDPR;

and

5. The proposed contract involves the successful tenderer processing personal data on behalf of Kerry ETB.

The text of these Standard Contract Clause were updated by the European Commission in 2021 and cannot be negotiated or changed.

5.1.13 GARDA VETTING

Appointment of any company to the framework is subject to Garda Vetting of all staff who will come into contact with the participants during the training and the service provider is required to comply with all directions as to local security arrangements deemed reasonably necessary by the school/centre.

They must provide evidence of satisfactory Garda Vetting completed in the last 2 years by the Teaching Council or undergo the Kerry ETB vetting process.

5.2 Delivery Locations

Delivery of this service will be required in the main to all Kerry College Campuses, and All Kerry ETB School and Centres, or any location within the Kerry Education Training Board Organisation.

5.3 Volumes

There is a requirement for this training, however the Contracting Authority has no visibility of the final numbers required

Pricing

All prices quoted must be in euro (€) only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include travel and subsistence, materials/equipment, and other expenses related to the contract etc.) No additional expenses incurred in the performance of the series will be reimbursed separately.

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the relevant price index has increased or decreased in the edition of that index published by the relevant authority most recently prior to that anniversary.

Any currency variations occurring over the Term of the Contract shall be borne by the Tenderer. Payment for services supplied under this RFT shall be made subject to and in accordance with the contract associated with this RFT.

Tenderers are required to outline their cost proposal for the Lot (Lots) applied for by completing **Appendix 2 Pricing Schedule**.

Tenders may apply for individual or multiple lots. Each Lot will result in a separate contract. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

Please be advised that Appendix 2 Pricing Schedule cannot be altered. The tender must enter the cost per course in the grey cell provided. No options with regards to course numbers or duration will be accepted. The pricing schedule must be completed in terms of KERRY ETB requirements which are outlined within same.

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; 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	€13 million	
Public Liability	€6.5 million	
Professional Indemnity	€1m	
The Successful tender will be required to include a notation of an indemnity to Kerry ETB on their insurance details		

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 years
- (ii) **Personnel and Skills Level**- Access to minimum levels of personnel and skills as detailed in addition to an organisation chart. Tenderers are requested to provide proof that all FAR instructors are registered with the Pre-Hospital Emergency Care Council (PHECC) and that their Registered Practitioner Licence is in date and Registration ID no is provided. N.B. It would be preferable if instructors held both the First Aid Response (FAR) and Cardiac First Response (CFR) instructor certificates
- (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. 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	Notional Cost to the Contracting Authority	40%	4000	N/A
Tenderers are required to outline their cost proposal by completing and signing the Form of Tender in the Tender Response Document and Appendix 2 Pricing Schedule				
B	Methodology for delivery of the service addressing the scope and ability to provide the services to Kerry ETB	20%	2000	1000
Tenderers should provide information to enable the Contracting Authority to assess their offer under service delivery covering the requirements detailed in Appendix 1. Please ensure you address how you propose to provide the service detailing your planned methodology by covering at least the following: • Ability to design, develop and deliver the training; • Ability to produce and make available comprehensive, up to date course material, presentations, handouts, folders etc. for courses; • Ability to provide as much of the course material as possible online in advance of the Training Course; • Ability of the service provider to register the attendance and non-attendance of participants and provide details to the school/centre; • Demonstrate assessment techniques to ensure the outputs, objectives and content of each course are met; • Evaluation by the service provider of the Training and provide feedback to the school/centre; • Capacity to meet multiple Training requirements at different locations where required. • Course cancellation policy				
C	Technical Merit of Trainers proposed	20%	500	250
Tenderers should provide comprehensive information on the trainers that will be used to provide the services under the Framework. Please include qualifications, experience and expertise of the trainers proposed.				
D	Course Qualifications, Certification	10%	500	250
Tenderers should set out the qualification/certification that students/learners will attain and confirm that the qualification/certification is in accordance with industry standards. Tenderers should also outline how they will maintain to meet these standards over the life of the framework.				
E	Environmental Sustainability	10%	500	250
Tenderers should outline their approach to minimising environmental impact. Tenders will be assessed on their demonstrated commitment to work practises that limit environmental impact and promote sustainability				

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

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

A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.	Outstanding	90 – 100%
An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.	Excellent	80 – 89%
A very good response demonstrating very good understanding offering assurance to client – fully supported.	Very good	70 – 79%
A good response demonstrating good understanding offering assurance to client – well supported.	Good	60 – 69%
An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.	Acceptable	50 – 59%

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.

NOTE 6: Tenderers must use the Pricing Schedule in **Appendix 2 Section** to structure their response on how they meet the requirements. Any changes made to this pricing document will deem your tender submission invalid.

NOTE 7 : Tenderers will be ranked from highest to lowest, based on their total overall scores. The highest-ranked Tenderer shall be deemed the Most Economically Advantageous Tender and will be the Preferred Tenderer (the “Preferred Tenderer”).

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 Tuesday 28 April 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 10 days before Closing Date 18th April 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 mailbox 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 call for tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014 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 call 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.

(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 – PRICING SCHEDULE

Uploaded as Separate Document

Appendix 3 Tenderers Statement

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Appendix 4 – Declaration

Uploaded as Separate Document

Appendix 5 Contract Terms and Conditions Services

Uploaded as Separate Document

Appendix 6 Framework Agreement Terms & Conditions

Uploaded as Separate Document