



Bord Oideachais agus Oiliúna Chiarraí

Kerry Education and Training Board

CALL FOR TENDER

Establishment of a Panel for	The supply and delivery of Food Supplies for use in classrooms and training environments to Kerry Education and Training Board.
Duration of Panel	Four Years
Procedure	Open
eTenders CFT ID	7885831
Issue Date	Monday 13 April 2026
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	12 noon on Wednesday the 12 th of April 2028. The panel will operate for a 2-year period and is open to applications throughout that period
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 ITT does not constitute an offer or commitment to enter into a Framework or Contract.

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

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

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

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

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

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

2. Summary

Contracting Authority:	Kerry Education Training Board
Nature of procurement:	Establishment of a Panel for the supply and delivery of Food Suppliers to Kerry ETB
Type:	Goods
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3. About the Contracting Authority

The Contracting Authority is Kerry Education and Training Board responsible for the delivery of services in the following location: Co. Kerry

Kerry Education and Training Board was established on July 1st 2013 under the Education and Training Boards Act 2013, as a dissolution of the former Kerry Vocational Education Committee (VEC). It has a corporate structure which is made up of a democratically appointed board and a management (executive) team.

Kerry ETB serves the county area and a population of circa 147,707 people. It is the fifth-largest of the 32 counties of Ireland by area and the fifteenth largest by population. Kerry is the second largest of Munster's six counties by area and the fourth-largest by population. Uniquely, it is bordered by only two other counties: County Limerick to the east and County Cork to the south-east.

Kerry ETB is a multi-site organisation with premises at several locations throughout the county, providing Primary and Post-Primary Education, Further Education and Training and Outdoor Education. Kerry ETB also delivers courses in non-Kerry ETB premises in communities throughout the county.

Kerry ETB provides Education and Training opportunities to over 15,000 learners annually. Currently Kerry ETB employs over 1,100 staff working in various locations throughout County Kerry.

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

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

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.

4. Scope of Panel

The Contracting Authority proposes to engage in a competitive process for the establishment of a panel from which it will source service providers for The Supply and Delivery of Food Supplies to Kerry Education and Training Board. Food groups including but not limited to fresh meat, poultry, fish, vegetables, herbs, sauces, dried goods, dairy and eggs to be used in an education and training environments by learners/ students on courses in Tourism, Hospitality & Culinary Arts including the Commi Chef Apprenticeship and other provision where food is required. and other provision where food is required.

In the case of a panel, contracts/ orders will be awarded in accordance with the process outlined herein.

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.

The requirements are such as but not limited to Fresh Meat, Fresh Poultry, Fresh Fish, Fresh Vegetables, Fresh Herbs, Fresh Spices, Sauces, Vinegar, Wines, Dried Goods, Dried Fruit, Seeds, Nuts, Fresh Dairy and Eggs.

In the event that other schools or centres under the Contracting Authority require items that are the subject of this competition, they may place orders with the successful panel members.

Suppliers who provide consumable goods must supply the highest quality goods to include freshness, quality and consistency while also ensuring the best possible price. Suppliers must also ensure that the Hygienic Food Safety requirements are complied with.

Suppliers must have the ability to provide goods through a variety of means, for example, through online/email ordering and point of sale purchases. Suppliers must be capable of dealing with several Campuses/ Schools/ Centres in the area and meeting their requirements.

The supplier will be expected to provide:

- Quality products
- Continuity of supply
- Reliable deliveries
- Value for Money
- Product Range

Quantities required under the panel will vary depending on course requirements and will not be subject to minimum order quantities.

FRESH PRODUCE

It is imperative that the food items for this panel are fresh food produce due to the nature of the requirement. The supplies in this contract will be utilised to train professional chefs in an industry-led National Apprenticeship Programme and fresh food is a must. Frozen food items will not be accepted.

The herb items requested must also be fresh and dry herbs will not be accepted.

The fresh vegetables listed must be unprepared as prepping the vegetables is a task for the apprentice chefs.

SHELF LIFE

All ambient food products must have a minimum shelf life of at least 4 months from date of delivery. Any products not achieving this will be returned.

DELIVERIES TO THE CONTRACTING AUTHORITY

Deliveries will generally be required within 2 days of ordering, but in exceptional circumstances as faster turn-around may be required.

Please Note: Continuity of supply is extremely important to the Contracting Authority. If the successful Panel Member(s) cannot fulfil an order, the Contracting Authority reserves the right to procure via alternative channels the amount of product required to fulfil the immediate requirements.

REQUIREMENT FOR DELIVERIES

The following delivery requirements must be adhered to:

- Detailed delivery note to accompany all deliveries.
- Food items to be delivered to the agreed delivery point.
- 24-hour window required to report short shipments/damages etc. back to successful Panel Member(s)
- Deliveries must be available for five days per week (Monday to Friday) as required by the Contracting Authority with delivery times agreed between the Supplier and the individual school, centre, programme manager.
- Delivery times must be such that the staff are available to receive and approve deliveries in the presence of the delivery person.
- Tenderers should note that they must remove and dispose of all packaging.

Delivery personnel shall have the following competency and professionalism:

- Delivery personnel must have the required level of training to carry out their duties, including, but not limited to:
- Delivery personnel must behave in a hygienic manner

- Delivery personnel must adhere to personal hygiene regulations and rules.
- Delivery personnel must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Delivery personnel must not engage in unhygienic practices, i.e. spitting, etc.
- Delivery personnel must not smoke in food vehicle or on the food premises or on a smoke free campus
- Delivery personnel must wear suitable and clean protective clothing (PPE) including footwear and headwear where necessary.
- Delivery personnel must observe all hygiene rules set out in the Locations.
- Delivery personnel must cover cuts with blue waterproof adhesive dressing.
- Delivery personnel must handle all food deliveries with care
- Delivery personnel should have received training in food safety commensurate with their work
- During delivery if the delivery personnel observe any defects in the Goods then he/she shall segregate the products in question, record and return to the Successful Panel Member(s).
- The delivery personnel must accept any food products rejected by the Contracting Authority due to deviations from the agreed requirements.

The following standards must be in place with regard to delivery vehicles:

- The vehicle must be clean and weatherproof and refrigerated where required.
- The internal surfaces of the vehicle body shall be impervious and easy to clean and the vehicle body shall be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- Shelving in a food vehicle shall be smooth, impervious and easily cleanable.
- All products shall be segregated from other food products, to avoid cross contamination, if transported in the same delivery vehicle. This separation should be physical separation, not just packaging.
- Trucks must have truck reversing alarm and flashing lights.

DAMAGED GOODS AND PROCESS FOR DEALING WITH SAME

If products delivered are damaged on delivery, the Contracting Authority will reject the product, and arrangements will be made for a replacement to be delivered.

HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

Tenderers must have a full HACCP system and procedures in place to ensure compliance throughout their internal supply chain. This must include but not be limited to:

- Personnel involved in the handling and/or delivery of products.
- Product packaging and labelling.
- Product sizes.
- Traceability of product.
- Transport of product including adherence to temperature requirements as determined by the food product being transported, as well as cleaning and cross contamination management of products being delivered.
- Correct storage of product during all stages up to and including delivery onsite.

- Fully documented hazard analysis critical control point (“HACCP”) plan demonstrating how food safety hazards are controlled and prevented in the processing, packaging and distribution of the product.

Evidence may be requested to demonstrate that the above food safety management system is in place. The Successful Panel Member(s) shall provide proof of this plan to the Contracting Authority upon request during the Term of the Panel.

EUROPEAN UNION REGULATIONS

The following regulations must be adhered to at all times:

- Regulation EC/852/2004 on Hygiene of Foodstuffs
- Regulation EC/1925/2006 on Product Health Claims
- Regulation 1924/2006/EC on Nutrition and Health Labelling
- Regulation EC/853/2004 Laying Down Specific Hygiene Rules for Food of Animal Origin
- Regulation EC/178/2002 Laying Down the General Principles and Requirements of Food
- Regulation I.S. 341:2007 - NSAI Hygiene in Food Retailing and Wholesaling
- Regulation EC 178/2002 relating to traceability and recall
- Regulation S.I. 296:2015 relating to quality schemes for agriculture products and foodstuffs
- Regulation EC 2011/10 relating to food contact materials plastics
- Regulation EC 1169/2011 relating to provision of food information
- Regulation EC 1169/2011 on food information to Clients, including allergen declarations
- Regulation EC 853/2001 relating to specific hygiene rules for food of animal origin
- Regulation EC 178/2002 relating to general principles and requirements of food
- Codex Alimentarius: Code Of Hygienic Practice For Meat 1 CAC/RCP 582005
- Regulation S.I.435:2000 relating to labelling of beef and beef products as amended by S.I. 404:2015
- Regulation S.I.85:2007 relating to country of origin of beef
- Regulation S.I. 432:2009 relating to food and feed hygiene
- Regulation S.I. 117:2010 as amended on official control of foodstuffs
- Regulation EC 1028/2006 relating to marketing standards for eggs
- Regulation S.I. 98:2002 on minimum standards and registration rules
- Regulation EC 1099/2009 relating to animal welfare EU regulation applicable to slaughterhouses
- Regulation EC 1333/2008 on food additives used in curing
- Regulations EC 10/2011 relating to food contact material plastics
- Regulation 1881/2006 setting maximum levels for certain contaminants in foodstuffs
- Regulation 1935/2004 on materials and articles in contact with foodstuffs.

- Regulation 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food
- Regulation 1337/2013 relating to the indication of the place of rearing and place of slaughter for pre-packed fresh, chilled and frozen meat of swine, sheep, goats and poultry.
- S.I. No. 282 of 2014 on European Union (Packaging Regulations 2014)
- S.I 10:2005 Safety, Health and Welfare at Work Act, 2005
- Waste Management Act, 1996

4.1 Numbers Admitted to the Panel Agreement

There will be no restrictions to the number of applicants who can qualify for the panel.

4.2 Duration of the Panel

The duration of the panel will be Two (2) years, subject to satisfactory annual review of performance by the Contracting Authority.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the panel may extend beyond the date of expiry of the panel

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €50,000 to €200,000 (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 panel and will in any case never exceed the EU threshold, Please note that while the Panel will operate for a maximum period of four (4) years, it will be advertised annually. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Panel

In the case of this multi-party panel contracts will be awarded as follows:

Kerry Education and Training Board will consult the members of the panel and pick the most appropriate member(s) on the basis of the following criteria:

1. Requirement supply and delivery of Food Supplies
2. Lead times
3. Proximity to school/centre
4. Value for money
5. Geographical location

Note that there will be two types of draw down all of which need to be clearly identified

A. Mini-Competition (Further Competition)

- When the panel allows multiple suppliers, the CA runs a mini-competition or Request for Quotation amongst them. All need to be invited to respond to the quote.
- Used when requirements are not fully defined or when seeking best value for a specific requirement.

B. Direct Award with Justification

- CA selects a supplier without competition, but must justify why (e.g., urgency, unique capability).
- Typically allowed where panel allows a supplier of a unique/ special requirement.

Qualifying for a panel does not constitute an award of a contract nor does it indicate that any contract will be awarded.

Order Placement

Kerry ETB operates a Purchase order system and suppliers will be invited to engage with Kerry ETB on developing a quotation and ordering process to ensure quick turnaround of quotations and order placement to ensure timely deliveries.

4.5 Review of Performance

Supplier performance will be continually monitored over the term of the Panel agreement. The main criteria for measuring performance will be:

Cost competitiveness, quality of service and turnaround time

Suppliers who have a recorded on-going performance issue may be removed from the panel with justification.

4.6 Delivery Locations

Delivery in the main will be to our commercial teaching/ instruction kitchens in Tralee and Kenmare but suppliers may be required to supply to any locations in Co. Kerry. Delivery Locations will be specified in the RFQ.

5. Evaluation Criteria for Admittance to the Panel

5.1 Application Requirements

The Contracting Authority is using a process similar to the OPEN procedure for the establishment of this panel, therefore, while all interested parties may apply, only those demonstrating that they have the required level of qualifications, experience, technical and financial capacity specified in the tender response document will have their application considered. In order to demonstrate eligibility, applicants are required to provide the following information: capacity will have their application considered.

5.2 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.

5.3 Tax Compliance

Please provide confirmation that the tenderer/all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.

5.4 Financial Capacity

Please confirm that I/we are financially stable and have the resources to pay my/our debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

5.5 Insurance Requirements

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	€13,000,000	
Public Liability	€6,500,000	
Product Liability	€6,500,000	
Motor/Van Insurance	Required level for all vehicles	

5.6 Previous Experience

Applicants will initially be assessed to determine that they have previous relevant experience of successfully providing Goods of similar scope, scale and complexity of the Goods anticipated under this Panel.

5.7 Health and Safety – pass/fail criteria

Details of Health and Safety policies and whether 3rd party certified.

5.8 Environmental – pass/fail criteria

Details of Environmental policies and systems in place and whether 3rd party certified.

5.9 Quality Assurance – pass/fail criteria

Details of Quality Assurance policies and systems and whether 3rd party certified.

5.10 Organisation Structure

Tenderers are required to provide contact details of staff who would have direct responsibility in providing this service and goods, also identifying who the proposed contract manager(s) will be.

5.11 Hazard Analysis and Critical Control Point (HACCP) – pass/fail criteria

Tenderers must confirm that they have a full HACCP system and procedures in place to ensure compliance throughout their internal supply chain.

5.12 Traceability System – pass/fail criteria

Tenderers must complete the table for Traceability System for foods.

5.13 Cover Letter

A cover letter on official letterhead with the following information:

- Name of applicant
- Address
- Key contact name
- Key contact email
- Key contact phone / mobile
- Website if applicable
- Other social media platform activities
- Date of establishment

APPENDIX 1 - INSTRUCTIONS TO APPLICANTS

5.14 Submission of Tenders

Panels Application Documents are to be submitted via email.

Documents must be submitted electronically via Kerry ETBs Procurement email address Procurement@kerryetb.ie

The subject line of the email should include the following title:

Kerry ETB Food Supplies for Classroom use.

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 CFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

The closing date for tenders is **12 noon on Wednesday the 12th of April 2028.**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline.

Tenders must be submitted in English.

5.15 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 application should be made in writing to the procurement team email: Procurement@kerryetb.ie or via the eTenders messaging facility.

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.

5.16 Sufficiency & Accuracy of Application

Applicants are cautioned to check the accuracy of their application prior to submission.

5.17 Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive response, please email the contact detailed above as soon as possible.

5.18 Cost of Preparation of Application

The Contracting Authority will not be liable for any costs, charges or expenses incurred by applicants in the preparation of responses/ proposals or any associated efforts.

5.19 Currency and Payments

The currency and invoices in which all prices and rates shall be processed, and which payments under any contract will be paid, shall be Euros (€).

A schedule of payments will be agreed with the successful applicant. 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.

5.20 Confidentiality

The distribution of the Procurement Documents is for the sole purpose of obtaining applications. The distribution does not grant permission or licence to use the documents for

any other purpose. Applicants are required to treat the details of all documents supplied in connection with the application process as private and confidential.

5.21 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the applicant 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 applicant, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

5.22 Freedom of Information Acts

Applicants are asked to consider if any of the information supplied by them in response to this request for applications should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Panel Application 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 or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). 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.

5.23 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.

5.24 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: 3531-6733533).

5.25 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in Contracting Authority tenders and in delivering contracts awarded to them.

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

5.26 Dignity at Work

The successful applicant(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. Personnel are offered the same access to training and services, regardless of age, size, ability, or disability. The successful applicant must make sure that all training, services, and relevant materials are available to all staff, regardless of age, size, ability, or disability accepting the correction of their tender as outlined may have their tender rejected.

5.27 Interference and Inducement to Purchase

Any effort by the applicant 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. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or

seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.28 Notification of Results

All applicants will be informed of the outcome of their application following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a) Admittance to the Panel
- b) Rejection to the Panel

Applicants who fail to qualify for membership of the panel may re-apply at any time.

5.29 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.

5.30 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.

5.31 Anti-Competitive Conduct

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