



kcetb

Bord Oideachais agus Oiliúna
Chill Chainnigh agus Cheatharlach
*Kilkenny and Carlow
Education and Training Board*

**Request for Tender to establish Dynamic Panel for the
provision of Venue Hire and Venue Hire with Catering
Services for Administration Offices, Schools and
Centres under the auspices of Kilkenny and Carlow
Education and Training Board**

Date of Issue: 30th of April 2026

Tender Procedure: Open Procedure

**Initial Tender Deadline: 4th June 2026 at 12:00 hrs.
(Irish Standard Time)**

**This is a NEW Dynamic Panel for KCETB. All existing
panel members MUST re-apply if they wish to be
considered for inclusion on this new panel.**

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Part 1: Introduction

- 1.1 Kilkenny and Carlow Education and Training Board (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Contracting Authority will set up a Dynamic Panel Agreement for the provision of venue hire, and venue hire with catering services for administration offices, schools and FET centres under the auspices of Kilkenny and Carlow Education and Training Board (KCETB) for various meetings, conferences and training sessions and award ceremonies etc.

Any successful Tenderer who enters into a Panel Arrangement with the Contracting Authority is herein referred to as a “Panel Member”.

The Contracting Authority reserves the right not to enter into any Panel Arrangement.

For the avoidance of doubt the Contracting Authority reserves the option to drawdown Catering Services in the Panel Member’s venue independent of venue hire.

The estimated value of the Panel is for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend the estimated values and by submitting a Tender, Tenderers so acknowledge and agree.

- 1.3 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Panel Agreements may amount to some **€2 million euro** (excluding VAT) over the Term including all possible extensions. This figure is an estimate only based on current and future expected usage. Tenderers should note that there is no guarantee of any particular volume or quantity of Services being awarded to any Panel Member by the Contracting Authority under a Panel Arrangement.
- 1.4 Any Panel Arrangement (s) that may result from this tender competition will be for a term of two (2) years (the “Term”).

The Contracting Authority reserves the right to extend the Panel Arrangement for a period of up to two (2) years with a minimum of four (4) such extensions subject to the Contracting Authority’s obligations at law.

1.5 **Appointment to the Panel**

There is no limit to the number of the Panel Members that can be appointed to the Panel Arrangement by the Contracting Authority.

Once established, new Tenderers will be able to apply for appointment to the Panel Arrangement for the duration of the DPS lifetime.

The Contracting Authority reserves the right to not enter into a Panel Arrangement under this competition.

1.6 Procedure for the Award of Services Under the Panel Arrangement:

Tenderers should note that this public procurement competition relates to ‘Annex XIV Services’ as set out in Part III, Chapter 1 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 (“Regulations”). As Annex XIV Services, pursuant to Regulation 76 of S.I. No 284 of 2016 the Contracting Authority is not bound by the detailed provisions for the open, restricted, competitive procedure with negotiation, competitive dialogue or innovation partnership procedures set out in S.I. No 284 of 2016. Accordingly, this competition, although similar to the open competition under S.I. No 284 of 2016, is not being run under that open procedure and is instead being run under Part III, Chapter 1 of S.I. No 284 of 2016.

The Contracting Authority is availing of the flexibility under the “*light regime*” to establish a pseudo Dynamic Purchasing System. The Contracting Authority will establish a Panel for the provision of Venue Hire Services and Venue Hire and Catering Services. Whilst the panel members can be based anywhere in the Republic of Ireland, services will usually be required in a close geographic area relative to the operational area of KCETB’s administrative offices, schools and FET centres. See 2.3 for Panel Arrangement Drawdown Procedures.

The contracting authority is using a process that is 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 with regard to experience and technical and financial capacity specified in the tender response document will have their application considered.

- 1.7** The Contracting Authority policy 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 paragraph 2.5, 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 Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contract that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers. It is a matter for Tenderers to consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision for same in their tender, including their fee proposal, to manage such risks and contingencies.

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

This RFT does not constitute an offer or commitment to enter into any agreement.

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 any Panel arrangement being executed by or on behalf of the Contracting Authority.

Tenderers should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under any panel arrangement.

2.1.3 This RFT 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.

2.1.4 In this clause 2.1.4, “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 Commissioner 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 under paragraph 2.4 below 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 .

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.
- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's submission as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit as part of the Tender Response Document the Appendix 1 European Single Procurement Document ("ESPD"). Tenderers may submit an ESPD which has already been used in a previous procurement procedure provided they confirm that: (i) the information contained in it continues to be correct, and (ii) that they satisfy the Selection Criteria for this Competition as set out at section 3.2 below;
- (b) To follow the format of this RFT and respond to each element in the order as set out in this RFT and TRD;
- (c) To submit all documentation which this RFT requires to be submitted, with their Tender;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the Tenderer's Statement required at Appendix 3 in the Tender Response Document
- (f) Not to alter or edit this RFT or TRD in any way.

- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6. below will render the Tender non-compliant and it will be rejected.

2.3 PANEL ARRANGEMENT DRAWDOWN PROCEDURES

The award of a Services purchase order under a Panel arrangement shall be made in accordance with the rules set out below:

KCETB will refer to the list of Panel members for an event and use the **Request for Quotes (RFQ's) procedure** to call-off the service. The most appropriate Framework Members relevant to the required location will be contacted to receive an RFQ. The KCETB location will request a quotation by using a precise specification, using the KCETB P2P accounts system or via email.

On the basis of the following criteria and also based on the projected cost of the event requirement, the above RFQ method of drawdown will be evaluated on the cost and ability to deliver the requirements on time:

- Geographical location
- Availability of venue for proposed dates and times
- Capacity of venue to facilitate meeting, training, conferences, events and award ceremonies etc.
- Facilities available
- Cost of Venue Hire for particular function
- Cost of refreshments if applicable

On this basis the most appropriate candidate will be approached and offered the assignment, and where they are not in a position to fulfil the requirement the next appropriate candidate will be contacted and offered the assignment.

The Panel Member will be required, within 72 hours, to confirm that they have the capacity to fulfil the requirement.

If the Panel Member does not reply in time, or indicates it will not respond, or if their proposal is deemed unsuitable, the requirement will be sent to another panel member or the next most appropriate RFQ may be offered the purchase order.

Contracting Authority reserves the right to negotiate proposed Event Management and Resource Plans (and associated costs) with Panel Members.

Contracting Authority also reserves the right to procure services outside the Panel, for example if immediate capacity or general quality control issues become evident.

KCETB reserves the right to remove a member from the framework should there be continuous breaches of the requirements.

Tenderers are required to confirm their acceptance of the above and the provisions of this RFT by signing the Tenderer's Statement at Appendix 3 in the Tender Response Document.

2.5 CONSORTIA AND PRIME / SUBPANEL MEMBERS

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 a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity 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 will not be accepted, acknowledged or responded to.

Prior to and as a condition of appointment to any Panel arrangement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Panel arrangement and any Services Purchase order (the “Prime Panel Member”), irrespective of whether or not tasks are to be performed by a sub-contractor or other consortium member (the “Sub-contractor”).

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders can be submitted via the ‘electronic tenderbox’ available on www.etenders.gov.ie. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Submission Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. In responding to this tender, all tenderers 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 ITT.

Tenderers **also** have the option of responding to this request using the following methods:

- by hand
- or post
- by email to tenders@kcetb.ie

Tenders delivered by hand or by post must be in a sealed envelope clearly marked “Tender for Venue Hire” and the words “Private and Confidential”.

Tenderers must clearly set out a return address on the package.

Tenders delivered by email should have “**Tender for KCETB Venue Hire**” written in the subject line.

The nominated address for submission of tenders by post or by hand is:

Triona Delaney
Head of Buildings, Estates and Procurement
Kilkenny and Carlow Education and Training Board
Seville Lodge
Callan Road
Kilkenny
R95 AVX2

Tenderers must note that if responding via etenders 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 Submission Deadline.

Tenderers are required to submit 4 documents in their response

1. Tender Response Document
2. Letter of Financial Stability
3. Copy of Current insurance Policies
4. Appendix 3 Tenderer's Statement printed on Tenderers' Headed Notepaper

- 2.6.1 Tenders must be received not later than **12:00 hrs-Noon. (Irish Standard Time) on Wednesday the 4th of June 2026**, the Tender Submission Deadline. Tenders that are received late will not be considered in this Competition.
- 2.6.2 Once established, new Tenderers will be able to apply for appointment to the Panel Arrangement at a later stage.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or a PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT and or the TRD must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. (Irish Standard Time) on Thursday 28th May 2026** unless otherwise published by the Contracting Authority.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Submission Deadline, to update or amend the information contained in this document and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 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.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties including sub-contractor engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
- 2.9.2 By submitting a tender, it is understood that the applicant, if successfully placed on the panel, is in agreement with the confidentiality notice, as set out in Appendix 4 contained in the Tender Response Document. In the event of a Services Purchase Order being awarded, the successful Tenderer shall comply with the Confidentiality notice in respect of Confidential Information provided by the Contracting Authority. The Confidentiality Notice forms part of the Tender Response Document.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Appendix 2 Pricing Schedule and comply with the instructions provided in same.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to event management, staffing, overheads, cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for twelve months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Panel Agreements shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the following:
- The furnishing by the Panel Member of a valid invoice and such supporting documentation as may be required by the Contracting Authority. Any Panel Member pre-printed terms and conditions are hereby disallowed;
 - Invoices being submitted to the Contracting Authority's Contact (as set out in this panel arrangement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Contracting Authority's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice

to the satisfaction of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Contracting Authority. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and

- The Contracting Authority being in possession of the Panel Member's current Tax Clearance Certificate. The Panel Member shall comply with all applicable EU and domestic taxation law and requirements.
- The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- Wherever under this Agreement any sum of money is recoverable from or payable by the Panel Member (including any sum which the Panel Member is liable to pay to the Contracting Authority in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Panel Member under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- The Charges shall include all costs or expenses incurred by the Panel Member, its employees, servants and agents in the performance of its obligations under this Agreement.
- The Panel Member shall not be reimbursed any costs or expenses incurred by it, or its Key Personnel while providing the Services unless, these are agreed in advance and in writing by the Contracting Authority. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.
- The Charges shall be discharged as provided for in this clause subject to the retention by the Contracting Authority in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Panel Member. All taxes applicable to the provision of the Services will be the sole responsibility of the Panel Member and the Panel Member so acknowledges and confirms.

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Panel Agreement (as defined in the Panel Agreement) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the harmonized consumer price index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary. The percentage increases/decreases may only be applied once they have been agreed with the Contracting Authority in writing. Only one increase / decrease on the Panel Rates is permissible at each extension.

2.10.7 Tenderers should note that any provision/request for price increases over the life on an individual Contract awarded under the Panel Agreements must be sent to the contracting authority for their consideration.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Purchase Order awarded, the successful Tenderers and their Sub-contractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking 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 No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 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 said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Panel Arrangement or Services Purchase Order pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Sub-contractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Sub-contractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Sub-contractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Panel Arrangement and/ or Services Purchase Order entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' 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.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. 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 obligations.

2.17 TAX CLEARANCE

It will be a condition of any Panel Arrangement or Services Purchase Order issued pursuant to this Competition that the successful Tenderer(s) shall, for the term of such Panel Arrangement or Services Purchase Order, comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Panel Agreement or Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Sub-contractor or individual employee(s) or agent(s) of a Tenderer or Sub-contractor(s) must be fully disclosed to the

Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Panel Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 Once the Panel Arrangement is operational the Panel Members will facilitate the Contracting Authority by permitting an inspection of the premises/locations if required. Attendance will be subject to compliance with local security and health and safety arrangements.

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Panel Agreement at the following policies of insurance:

Type of Insurance	Indemnity Limit for any one claim or series of claims
Employer's Liability	€13 million Any One Claim and unlimited in the period of insurance.
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence per period of Insurance
Product Liability	€6.5 million Any one Claim and In the Aggregate in Any One period of Insurance.
Insurance policies must indemnify the contracting authority for any loss incurred as a result by actions of the service provider. Tenderers must provide this level of cover being in place or a letter from an insurance company stating that these levels of cover may be put in place if a contract is awarded within one week of appointment.	

The Employers Liability, Public Liability, Product and Service Liability policies of insurance should include an indemnity to principals' clause and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract. This can be confirmed either by the broker/insurer or can be included in the policy in writing.

2.21.2 By signing the Tenderer's Statement at Appendix 3 in the Tender Response Document, Tenderers confirm that, if awarded a Services Purchase Order under this Competition, (i) they will obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (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 Services Purchase Order issued.

2.21.3 The successful Tenderer will, during the term of the Panel Arrangement, 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.

Part 3: Selection and Award Criteria

Appointment to the Panel will be awarded on the basis of meeting the Criteria set out below.

Tenderers will either pass or fail each of the Selection and Evaluation Criteria. **A Tenderer who fails a selection/evaluation criterion will be excluded from participating in the Competition.**

The contracting authority is using a process that is 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 with regard to experience and 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:

Responses must be completed in the Tender Response Document provided in the Tender Documents on eTenders. Tenderers should not reformat the Tender Response Document or add company headers or branding.

Any information not set out in the relevant response section of Tender Response Document will not be evaluated. This includes any appendices or attachments not explicitly requested in the Request for Tender or in the Tender Response Document.

Tenderers are required to submit evidentiary and supporting documents with their response where necessary to validate the Tenderers' eligibility to be admitted to the Panel. The specific evidence required is set out below and repeated in the Tender Response Document.

The Contracting Authority will require the Panel Member to supply up-to-date evidence as requested. Where the Panel Member cannot provide up-to-date evidence to demonstrate that the entity concerned meets the selection criteria and the compliance requirements specified, the Contracting Authority has the right to remove the panel member from the panel until the evidence has been produced.

3.1 ESPD (pass/fail)

Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of ESPD – Appendix 1 as part of the Tender Response Document that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (j) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

- (c) Declared by way of ESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Sub-contractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate ESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Panel Member) intends to subcontract any share of any Contract to a Sub-contractor, but is not relying on the capacity of such Sub-contractors for the purposes of fulfilling any of the Selection Criteria in part below, it must ensure that each such Sub-contractor submits a separate ESPD in respect of such Sub-contractor completing those sections of the ESPD which are specified in section 2.D of the ESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Panel Member and any Sub-contractor).

- (i) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (ii) all or any of the supporting documents specified at paragraph 3.2 below
- (iii) information concerning the Tenderer, and any proposed sub-contractor, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (iv) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of

the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Sub-contractor on whose capacity the Prime Panel Member relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Sub-contractor, or the reliability of any Sub-contractor despite the existence of a relevant Exclusion Ground and (iii) that any sub-contractor, supplier, or other entity on whose capacity the prime Panel Member relies does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition unless it replaces the entity concerned with one which meets all relevant requirements of this RFT.

3.2 Tax Compliance ,Financial Stability and Insurances (pass/fail)

- (i) Tenderers are required to provide evidence of Tax Compliance by providing their ROS Tax Access Details or by providing a copy of their TC1 Certificate issued by the Irish Revenue Commissioners.
- (ii) Applicants must demonstrate financial stability by providing a letter from their Auditor confirming that they have the resources to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.
- (iii) Tenderers are also required to confirm that they meet or will meet the insurance requirements set out in Section 2.21 above.

3.3 Personnel/Human Resources (pass/fail)

Tenderers are required to confirm that they can meet the personnel/human resources requirements to meet any service requirement. The Panel Member shall ensure that Key Personnel are fully trained, qualified and competent to provide the Services and shall use its best endeavours to ensure that the Key Personnel are made aware of and comply with all relevant terms and conditions of this Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting the Contracting Authority from time to time. The Panel Member shall be liable, for all damage caused to persons or property, or any other losses caused by the default of its Key Personnel.

The Panel Member shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Key Personnel may be entitled to receive in connection with the provision of the Services, (ii) paying and reimbursing all Key Personnel for all related travel, housing and other expenses which such Key Personnel may be entitled to receive in connection with providing the Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions,

including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

3.4 Previous Experience (pass/fail)

Tenderers must submit evidence in the TRD that they have successfully delivered venue hire and, or venue hire and catering services of a comparable nature and scale by completing the table below of two (2) suitable references for contracts completed over the past three years. Tenderer must provide All of the details requested for each reference.

The Tenderer must provide a reference contact name, phone number and email address in respect of each of the example contracts presented in response to paragraph above.

The Contracting Authority reserves the right to verify compliance by contacting the referees named by Tenderers in the TRD.

The Tenderer should inform the Customer organisation(s) that the example contract(s) has been used as a reference project for the purposes of the Competition and the Contracting Authority may contact them as a referee for verification purposes without prior notice to the Tenderer.

3.5 Management Systems (pass/fail)

3.5.1 Health and Safety(pass/fail)

Tenderers must declare in the TRD that they comply with all relevant Health and Safety legislation and have a Health and Safety Statement in place.

Tenderer must provide a copy of their organisation's Health and Safety Statement if requested and evidence that demonstrates that staff have completed the relevant Health and Safety Training either as part of their induction or by way of a stand-alone Health and Safety Training course.

3.5.2 Environmental Systems (pass/fail)

Tenderers must demonstrate operation of an appropriate environmental management system, and whether 3rd party certified or in-house

3.5.3 Quality Assurance/Food Safety Management System (pass/fail)

By submitting an application for this panel, Tenderers are confirming the following:

- that their food business is registered with a competent authority in compliance with the Food Safety Authority of Ireland guidelines.
- they comply with the rules set out in the food hygiene legislation;
- they (and their sub-contractor if appropriate) have a food safety management system based on HACCP, which provides a systematic preventative approach to biological, chemical and physical hazards in food production and processing;
- they comply with the following or any other equivalent legislation:

- I.S. 340:2007 Hygiene in the Catering Sector or equivalent
 - I.S. 22000:2005 Food Safety Management, incorporating HACCP
 - S.I. 369:2006 European Commission (Hygiene of Foodstuff) Regulations 2006
 - (iv) that they comply with Regulation (EC) No 178/2002, as amended, setting out the basic principles of food law to protect human health and consumer interests applying to all stages of production, processing and distribution of food and feed.
- That if not already in place, Tenderers will sign up to the Food Waste Charter. Tenderers must provide, upon request, confirmation of their signing with the Food Waste Charter initiative.

3.6 Cancellation Policy (pass/fail)

All venues must set out their cancellation policy in relation to;

- (1) venue hire
- (2) venue hire with catering and
- (3) overnight accommodation

This should include the time frame and penalties applicable to each requirement.

3.7 Wheelchair Access (pass/fail)

Tenderers must confirm that the proposed venue has wheelchair access.

3.8 Internet/WiFi Access (pass/fail)

Tenderers must confirm that the proposed venue has highspeed Wi-Fi accessibility.

APPENDIX 1: REQUIREMENTS AND SPECIFICATIONS

1. About the Contracting Authority

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

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

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

In 2013, the Education and Training Boards Act was enacted, providing for the establishment of 16 Education and Training Boards (ETBs) to replace the existing 33 Vocational Education Committees (VECs). Kilkenny and Carlow Education and Training Board (KCETB) was established as a result of this legislation.

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

List of Schools and Centres

The following administration offices, schools and FET centres are currently under the auspices of KCETB.

Administration Offices

- Administration Office, Seville Lodge, Callan Road, Kilkenny.
- Administrative Office, Athy Road, Carlow.

Post Primary Schools

- Abbey Community College, Ferrybank, Co. Kilkenny
- Borris College, Borris, Co. Carlow
- Coláiste Aindriu, Bagenalstown, Co. Carlow
- Coláiste Cois Siuire, Mooncoin, Co. Kilkenny
- Coláiste Eoin, Hacketstown, Co. Carlow
- Coláiste Mhuire, Johnstown, Co. Kilkenny
- Coláiste Pobail Osrai, Br. Urmhumhan, Cill Chainnigh
- Duiske College, Graiguenamanagh, Co. Kilkenny
- Gaelcholaiste Cheatharlach, Easca, Ceatharlach
- Grennan College, Thomastown, Co. Kilkenny
- Kilkenny City Vocational School, New Street, Kilkenny
- Scoil Aireagail, Ballyhale, Co. Kilkenny
- Tyndall College, Kilkenny Road, Carlow

FET Centres

- Carlow Institute of Further Education and Training, Kilkenny Road, Carlow
- College of Further Education Kilkenny, Ormonde Road, Kilkenny
- Adult Education Guidance Service, 1a Meadow Court, Burrin Street, Carlow
- Adult Education Guidance Service, Lower New Street, Kilkenny
- Adult Learning Centre, Tullow Road, Carlow
- Adult Literacy, 42/43 Upper Patrick Street, Kilkenny
- FET Administration Offices, Units 6 & 10, Danville Business Park, Kilkenny

- Back to Education Initiative, 1b Meadow Court, Burrin Street, Carlow
- Back to Education Initiative, Block A Unit 7, Danville Business Park, Ring Road, Kilkenny
- Community Education Service, 1a Meadow Court, Burrin Street, Carlow
- Community Education Service, Lower New Street, Kilkenny
- Vocational Training Opportunities Scheme, Bishop Birch, Training Institute, Waterford Road, Kilkenny
- Youthreach, Tullow Road, Carlow
- Youthreach, Lower New Street, Kilkenny
- Youth Office, 1a Meadow Court, Burrin Street, Carlow
- Youth Office, Lower New Street, Kilkenny
- Music Generation Carlow, Coláiste Aindriú, Bagenalstown, Co Carlow
- Music Generation, Lower New Street, Kilkenny
- Training Services, Unit 18 Danville Business Park, Ring Road, Kilkenny
- Training Services, Units K & L & M, Purcellsinch Business Park, Dublin Road, Kilkenny

This is not an exhaustive list. As KCETB range of services and programmes develop all existing and new activities etc will be subject of this tendered service.

2. Scope of Requirements

Kilkenny and Carlow ETB (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 provision of suitable sites for venue hire for various meetings, conferences and training sessions and award ceremonies etc. Please Note: The hours of operation and any specific requirements will be event specific and will be outlined at drawdown stage in the request for services.

Possible Venue Hire Options, for evaluation purposes (this is not an exhaustive list):

Meeting Room Hire:

- Meeting room for 1 to 10 people, in a u shaped set up with top table for 1-2 persons
- Meeting room for 1 to 20 people, in a u shaped set up with top table for 1-3 persons
- Meeting room for up to 100 people with top table for 3/5 people (roundtable and theatre style capacity – to cover Induction Events/Conferences/Board of Management Training, etc)
- Within the above options, a requirement for 3 to 4 breakout rooms for conferences and induction events.
- Meeting room for up to 200 people with top table for 3/4 people (theatre style capacity – to cover Award Ceremonies

Catering:

- Tea/Coffee and Biscuits per person
- Tea/Coffee and Scones per person
- Tea/Coffee and pastries per person
- Tea/Coffee/ Soup and Sandwiches per person
- Tea/Coffee and Sandwiches
- Tea/Coffee and Finger food (3options) per person
- Tea/Coffee and Finger food (5options) per person
- Main Course/Dessert/Tea/Coffee/ per person
- Starter/Main Course/Dessert/Tea/Coffee per person

It is expected the catering provided would facilitate any specific dietary / allergen requirements. Catering requirements will be arranged with the successful panel member on award.

Accommodation:

- Single room bed and breakfast per night
- Double room bed and breakfast per

Facilities Requirements:

- Car Parking
- Car Parking -Wheelchair access
- WIFI
- Lectern
- PA (public address)
- Large digital screen
- Projector & Screen
- Flip Chart & Markers
- Staging
- Table Water (for attendees)
- Corporate Stationery (for attendees – pen/pencil and paper)

Please Note: The options proposed above, are provided as a sample option. KCETB reserves the right to look for other specific requirements outside of these on an as needed basis.

Catering Requirements

Tenderers must adhere to the following requirements when submitting menu proposals for individual events under a call-off contract:

Menus must:

- Demonstrate use of seasonal Irish produce, sourced locally where possible.
- Incorporate, where appropriate, Irish products with geographical Indications (PDOs and PGIs).
- Demonstrate healthy options, e.g. reduced calorie, improved nutrition.
- Address the requirement that 10% by value (€) of food sought by public sector bodies under new contract arrangements is to be certified organic.
- Be designed to minimise food waste, with portion control and sustainable menu planning.

Each menu must include:

- A vegetarian / vegan option for each course.
- Clearly identified options for coeliac and other religious dietary requirements.
- Allergen labelling in line with Regulation (EU) 1169/2011 and national legislation.

Beverages

- Tenderers must also propose a beverage list to accompany menus, including a selection of cartons of teas/coffees, fruit juices and, or water.

Tenderers should always take the following into consideration for KCETB events:

- Reduce food waste (planning, portioning, surplus management).
- Provide a variety of choices to prevent menu fatigue over time;
- Avoid single-use packaging or serving ware, in line with the Green Public Procurement Strategy.
- ensure service is efficient and capable through servery equipment and service times;

2.1. Service Quality

Service must be delivered by trained catering and food service professionals, with adequate numbers of experienced staff. Tenderers are required to demonstrate their capacity to cater for a range of events of varying scale and duration as outlined in the Tender Response Document.

The successful Panel Members shall provide, recruit and manage staff required to provide to the services to the full satisfaction of the Contracting Authority as set out in the Mini Competition.

The successful Panel Members must ensure that their staff are trained in food safety as commensurate with their work activity (Level 1 - Induction Skills, Level 2 - Additional Skills for Food and Non-food Handlers and Level 3 – Food Safety Skills for Management).

Training must also be provided on use of chemicals and manual handling as detailed in Safety, Health and Welfare at Work (Chemical Agents) (Amendment) Regulations 2015 S.I. 623/ 2015 and Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007 - Chapter 4 of Part 2: Manual Handling of Loads.

The successful Panel Members will assume full responsibility for staff and shall be solely responsible for their supervision and daily direction.

Contingency Plan for Staff absences

The Contractor should have a contingency plan to ensure continuity of service. The Contractor will arrange that in the event of absence of any of its staff, suitable relief staff will be provided on site within one and a half hours of the scheduled starting time of the absent staff member. Any additional cost for relief cover, over and above the levels agreed, will be borne by the Contractor or will be covered from the Contractor's existing labour establishment through the implementation of a flexible working policy. The Contracting Authority will not bear the cost of any additional or unauthorised use of relief/casual/temporary staff other than that required for extraordinary catering and meal delivery services, which has been approved in advance by the Contracting Authority.

For the avoidance of doubt, all staff engaged by the successful Panel Members to perform services under a Services Contract are not and will not for any purposes be considered to be employees or agents of the Contracting Authority.

2.2. Rights of Inspection

The Contracting Authority reserves the right for its representatives or its appointed agents to undertake an inspection of catering areas without prior notice, to check food temperatures and to take food samples at random for bacteriological testing, or sampling of portion sizes. The successful Panel Member at its expense shall reasonably provide these samples. Such an inspection shall neither mitigate in any respect the responsibilities of the successful Panel Member under the Services Contract nor substitute for any expert witness for which the successful Panel Member is responsible. The cost of sample testing will be borne by the successful Panel Member and the frequency will be dependent on the incidence of negative or positive results.

In carrying out an inspection, the representative of the Contracting Authority shall comply with all legislation on health and safety, clothing and hygiene regulations.

3. Food Safety / Food Hygiene Governing Legislation

As outlined in the section **3.5.3** above, Panel Members are required to declare that their food business is registered with the relevant competent authorities for food.

The Contracting Authority also requires Tenderers to have a Food Safety Management System in place.

Tenderers are required to demonstrate that they have in place effective procedures for traceability, product recalls, customer complaints, supplier approval, cleaning and disinfection, temperature control and waste disposal.

The Contracting Authority also requires Tenderers to have in place a food allergen management system to prevent cross-contamination and to ensure that any of the 14 EU-priority food allergens are declared in compliance with current European (Regulation (EU) No 1169/2011 on the provision of Food Information to Consumers) and national legislation (S.I. No 556 of 2014 and 489 of 2014).

Tenderers are required to have in place food safety and food allergen training for employees and should provide evidence of such training in their tender submissions. Tenderers are also required to conduct comprehensive staff briefing on specific guest allergies or dietary preferences ahead of service.

4. Environmental and Sustainability Management

4.1 Environmental and Sustainability Management

Climate Action Plan 2025 (CAP25) is the third statutory annual update to Ireland's Climate Action Plan under the Climate Action and Low Carbon Development (Amendment) Act 2021. It builds upon CAP 2024 by refining and updating the measures and actions required to deliver the carbon budgets and sectoral emissions ceilings. The Plan provides a roadmap for taking decisive action to halve Ireland's emissions by 2030 and achieve climate neutrality by no later than 2050.

The Government's (April 2024) Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027 includes sectoral targets for food procurement and food waste prevention. The Public Sector Mandate of CAP25 further strengthens sectoral targets for food waste by requiring public bodies to measure and monitor food waste generated on their premises using a standard approach outlined by the EPA. In addition, all new food and canteen services contracts, including those for events and conferences must include measures for food waste prevention and segregation.

Tenderers are required to show an awareness of the importance of sourcing locally produced food highlighting provenance, where possible, and where appropriate, incorporating products with geographical indications (PDOs and PGIs), as well as and use of organic produce where possible to do

so. The Farm to Fork Strategy is at the heart of aiming to make food systems fair, healthy and environmentally-friendly.

Food systems cannot be resilient to crises if they are not sustainable. The Contracting Authority recognises the need to redesign our food systems which today account for nearly one-third of global GHG emissions, consume large amounts of natural resources, result in biodiversity loss and negative health impacts (due to both under- and over-nutrition).

The Farm to Fork Strategy aims to accelerate our transition to a sustainable food system that should:

- have a neutral or positive environmental impact
- help to mitigate climate change and adapt to its impacts
- reverse the loss of biodiversity
- ensure food security, nutrition and public health, making sure that everyone has access to sufficient, safe, nutritious, sustainable food
- preserve affordability of food while generating fairer economic returns, fostering competitiveness of the EU supply sector and promoting fair trade

Tenderers should be aware of Contracting Authority's obligations under this over-arching strategy: to ensure the inclusion of organic food becomes more prevalent across public procurement decisions when procuring event catering services.

Panel Members must ensure that at least 10% of the total value of food items supplied must be certified organic in each of the following categories of cereals, fresh beef, lamb, pork, poultry, fish, vegetables and dairy products, where possible.

The Contracting Authority would have preference for ingredients that are sourced from members of Bord Bia Sustainable Quality Assurance Schemes.

It is the policy of the Contracting Authority to address the problems of the environment wherever possible through the use of products that are environmentally sound and through concepts and services that can be used to reduce the impact on and protect the environment. Therefore, successful Panel Members are required to support this policy in their provision of the services. For example, through the use of plastic and CFC free packaging, by the separation of waste into compostable, dry waste products for recycling purposes and general waste, by the non-use of irradiated products, or by the implementation of other such environmentally friendly procedures or products as requested by the Contracting Authority. Panel Members are required to comply with and co-operate with all waste management initiatives on site. Panel Members will also be required to drive sustainability and reduce impact on the environment, to include waste management, water conservation and energy efficiency. The Contracting Authority may undertake audits of same during the Term of the Panel Agreement.

4.2 Waste Management

Tenderers must outline the systems which they have in place to measure and report on food waste generated under the contract, and indicate whether they have implemented the GPP guidance on food and catering published by the Environmental Protection Agency (available [here](#)). Tenderers must, if required to do so by the Contracting Authority make information on food waste available to them.

Tenderers are encouraged to sign up to the EPA's Food Waste Charter established in line with Ireland's Food Waste Prevention Roadmap.

Panel Member will be responsible for the removal of all waste generated in the provision of the services, including without limitation, cardboard, paper and food waste and shall dispose of such waste in accordance with relevant legislation.

The Contracting Authority expects the Panel Member to adopt policies which progressively address environmental considerations and their purchasing policies consider waste minimisation as a factor in all purchasing decisions. The Contracting Authority requires that food waste from events is measured, recorded and data made available on request of the Contracting Authority.

The Contracting Authority's Sustainability Policy commits to supporting the organisation of meetings and events as sustainably as possible and in alignment with relevant legislation and policies. These include, but are not limited to: the Climate Action Plan, the Public Sector Climate Action Mandate, the Green Public Procurement Strategy and Action Plan 2024-2027 and Food Vision 2030.

4.3 Green Procurement

In line with the Climate Action Plan 2024 and European Directive 2019/904 on the reduction of the impact of certain plastic products on the environment. The Contracting Authority and / or the Contracting Authority may require an annual review meeting with the Panel Member(s) to propose alternative environmentally friendly and sustainable goods with characteristics including but not limited to:

- 4.3.1 Products sourced from sustainable and certified sources promoting good environmental practices and tackling social issues;
- 4.3.2 Organic/Plant based/Vegan goods;
- 4.3.3 Proposals for food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food;
- 4.3.4 Reduction in food containers made of single use plastic;
- 4.3.5 Details on whether your organisation measures CO₂eq emissions footprint; and if not, what plans are in place to do so in the future;
- 4.3.6 Details on your organisations sustainability strategy or plans to create one.

On 4th April 2024 "Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027" was published and it includes the following Sectoral Targets for Food Procurement and Food Waste Prevention:

- Sectoral Target 2: "From the date of publication of the GPP Strategy and Action Plan a minimum of 10% by value (€) of food sought by public sector bodies under new contract arrangements (including via Contractors such as canteen service providers), is to be certified organic in each of the following categories of Cereals, fresh Beef, Lamb, Pork, Poultry, Fish, Vegetables and Dairy products, where possible."
- Sectoral Target 3: "From 2025, 100% of new contract arrangements related to canteen or food services to include measures that are targeted at addressing food waste, with a specific focus on food waste prevention, taking into account Ireland's commitment to reduce food waste by 50% by 2030, and food waste segregation."
- Sectoral Target 4: "From 2024, 100% of new contract arrangements related to canteen or food services (including food services for public sector organised conferences) to cease using

disposable/single use cups, plates and cutlery from any public sector canteen, closed facility, and public sector organised conferences, excluding clinical (i.e., non-canteen healthcare) environments.”

4.4 Social Considerations

The Panel Members will be required to support policies and guidelines to improve health and wellbeing and provide awareness to the end users on how food can affect our health and mood.

The Panel Members will be required to work with the Contracting Authority/Contracting Authority to promote the healthy living benefits of the Services Contract(s). This may involve working with Contracting Authority/users to promote the benefits of their food and educate end users on healthy options, e.g. calorie counts on menu, healthier food options, catering for various diets, food origin, etc.

5. Communication Skills

The Contracting Authority requires that all service personnel must be sufficiently fluent and proficient in the English language so as to properly discharge their duties.

6. Presentation / Uniforms and Personal Hygiene

In compliance with S.I. No.165/2000 European Communities (Hygiene of Foodstuffs) Regulation Part VIII, service personnel working in a food handling area shall maintain a high degree of personal cleanliness and shall wear suitable, clean and where appropriate protective clothing, throughout their work under this Panel.

The Contracting Authority requires that all service personnel be well presented at all times wearing a neat uniform. Service personnel should not present at work if they are suffering from any contractible illness. They must also engage in effective handwashing and all other health and safety procedures set out by their employer.

7. Complaints / Service Issues

Panel Members must have a formal written procedure for dealing with complaints. This procedure should include a clear-path communication process, a system for reporting root cause, corrective and preventative actions, etc. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority within a maximum of two working days. Investigation results and report (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of ten working days from receipt of a complaint.

In the event that the complaint is of a medical nature then the Contracting Authority will require a thorough investigation. The results of the Panel Member’s investigation and resolution/corrective action must be forwarded to the Contracting Authority’s Contract Manager in a written report.

8. Health and Safety

Panel Members are required to have a Health and Safety Statement in place as is legally required under the Safety, Health and Welfare at Work Act 2005. The Panel Members Health and Safety Statement should reflect the mobile nature of the services required.

The service locations' fire and emergency procedures are to be fully understood and adhered to by the Panel Member's employees. The Panel Member will be responsible for ensuring that all its employees are accounted for in the case of emergency evacuation.

Panel Members are required to adhere to all Government public health advice and guidelines.

9. Premises, Plant and Equipment

Panel Members are required to provide the necessary plant and equipment for the provision of the services.

Panel Members are required to maintain the standards of hygiene required by law at all times during the provision of services. The required level of cleaning may be changed in line with Government public health advice.

10. Publicity / Branding/Media

The Contracting Authority does not permit branding on site. All publicity (including social media) related to these Panels must have the written approval of the Contracting Authority prior to being publicly communicated.

No media releases, public announcements or public disclosures relating to this panel or its subject matter, including but not limited to promotional or marketing material, shall be made by the Panel Member without the prior written consent of the Contracting Authority.

11. Non Exclusivity

Nothing in this Agreement shall preclude the Contracting Authority from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

12. Procedure for Award of Service Purchase Orders

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

(a) KCETB will refer to the list of Panel members for each event and pick the most appropriate member on the basis of the following criteria and also based on the projected cost of the event requirement:

- Geographical location
- Availability of venue for proposed dates and times
- Capacity of venue to facilitate meeting, training, conferences, events and award ceremonies etc.
- Facilities available
- Cost of Venue Hire for particular function
- Cost of refreshments if applicable

On this basis the most appropriate candidate will be approached and offered the assignment, where they are not in a position to fulfil the requirement the next appropriate candidate will be contacted and offered the assignment.

The Panel Member will be required, within 72 hours, to confirm that they have capacity to fulfil the

requirement.

If the Panel Member does not reply in time, or indicates it will not respond, or if their proposal is deemed unsuitable, the requirement will be sent to another panel member.

Contracting Authority reserve the right to negotiate proposed Event Management and Resource Plans (and associated costs) with Panel Members.

Contracting Authority also reserve the right to procure services outside the Panel, for example if immediate capacity or general quality control issues become evident.

- b) Where the **Request for Quotes (RFQ's)** is used to call-off the service, the most appropriate Framework Members relevant to the required location will be contacted to receive an RFQ. The KCETB location will request a quotation by using a precise specification, using the KCETB P2P accounts system.

The above RFQ method of drawdown will be evaluated on the cost and ability to deliver the requirements on time.

The Contracting Authority may use the profile information to filter the Panel Members for any given requirement. Panel Members who meet the minimum requirements will be invited to bid for the provision of services for a specific event or series of events.

Candidate Profile Information

Criteria	Candidate Profile	
1	Eircode	✓
2	Venue Capacity (Number of Heads)	✓
3	AV Equipment Available on Site	✓
4	Catering Capacity (Number per Sitting)	-
5	Menu Offering (Buffet Lunch, Dinner, Finger Food etc.)	-
6	Hours of Service	✓
7	Parking (Number of Spaces)	✓

APPENDIX 2: Pricing Schedule

Tenderers are required to complete the Appendix 2 Pricing Schedule contained in the Tender Response Document with their tender submission.

The prices quoted must be all-inclusive (i.e. including but not being limited to event management, overheads, staffing, cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT.

Tenderers should raise clarification questions to validate assumptions made for the pricing schedule during the Tender Process.

Invoicing and Payment

All invoices must include a purchase order number from the Contracting Authority. All schools and centres within the remit of KCETB, may require venue hire from this panel and will issue a separate purchase order on each occasion. See “About the Contracting Authority” for list of administration offices, schools and FET centres.

Appendix 3: Tenderer's Statement

Tenderers must complete and submit the following form of Tenderer's Statement printed on the Tenderer's headed notepaper and signed by the Tenderer in the TRD.

TO: Kilkenny and Carlow Education and Training Board (KCETB) (the "Contracting Authority")

RE: Request for Tender to establish Dynamic Panel for the provision of Venue Hire and Venue Hire with Catering Services for Administration Offices, Schools and Centres under the auspices of Kilkenny and Carlow Education and Training Board

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and any Terms and Conditions of the Panel arrangement, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT and the Confidentiality Notice and agree, if awarded a purchase order for services, to execute the services as required.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the services in accordance with the RFT and our Tender.
5. We agree that, if awarded a purchase order for services we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out in the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at Part 2, 2.6.2 of the RFT.
8. We shall, if awarded any purchase order for services under the RFT, have in place on the Effective Date of the services all insurances (if any) as required by paragraph 2.21 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

SIGNED _____ Company _____
(Authorised Signatory)

1.1 Appendix 4: Confidentiality Notice:

I confirm that if successful in my application to be included on the Panel for the provision of Venue Hire and Venue Hire with Catering Services for Administration Offices, Schools and Centres under the auspices of Kilkenny and Carlow Education and Training Board. (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”).

The Panel Member acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

1. For the purposes of this notice ‘Confidential Information’ means:
 - 1.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Panel Member (to include employees, agents, Sub-contractors and other suppliers) for the purposes of the Panel Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 1.2 all information which has been derived or obtained from information described in sub-paragraph 2.1.
2. For the purposes of this Notice “Data Protection Laws” for the purposes of this RFT shall mean data protection and information privacy laws of Ireland and the European Union including but not limited to:
 - (a) General Data Protection Regulation (EU) 2016/679;
 - (b) Directive 2002/58/EC of the European Community (“GDPR”);
 - (c) the Data Protection Acts 1988 to 2018;
 - (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
 - (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
 - (f) any other applicable data protection laws of any other jurisdiction.
3. Save as may be required by law, the Panel Member agrees in respect of the Confidential Information:
 - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 3.2 not, without the prior written consent of the Contracting Authority, to

communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, Sub-contractors and other suppliers on a need-to-know basis; and/or
- ii to the Panel Member's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Panel Member

PROVIDED ALWAYS that the Panel Member shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Notice will not apply to any Confidential Information:

- i in the Panel Member's possession (with full right to disclose) before receiving it from the Contracting Authority, as applicable; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Panel Member without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

5. The Panel Member undertakes:

- 5.1 to comply with all directions of the Contracting Authority regarding the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 5.3 upon termination of the Competition (or the Panel Agreement or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Panel Member in electronic form. The Panel Member will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt the term 'document' includes documents stored on a computer storage medium and data in digital form whether legible or not.

6. The Panel Member shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Panel Member so acknowledges and confirms.

7. The Panel Member shall, in the performance of the Panel Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority, as applicable, and in the manner agreed in writing between the Parties.
8. The Panel Member agrees that this Notice will continue in force notwithstanding any court order relating to the Competition or termination of the Panel Agreement or termination of the Contract (if awarded) for any reason.
9. The Panel Member agrees that this Notice shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Panel Member hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
10. A. In this notice, the following terms shall have the meanings respectively ascribed to them:
 - ‘Data Controller’ has the meaning given under the Data Protection Laws;
 - ‘Data Processor’ has the meaning given under the Data Protection Laws;
 - ‘Data Subject’ has the meaning given under the Data Protection Laws;
 - ‘Data Subject Access Request’ means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - ‘Personal Data’ has the meaning given under Data Protection Laws; ‘Processing’ has the meaning given under the Data Protection Laws;
- A. The Panel Member shall comply with all applicable requirements of the Data Protection Laws.
- B. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller, and the Panel Member is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Panel Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- C. Without prejudice to the generality of clause 11(B), the Panel Member shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner

- after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Panel Member complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Panel Member complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- D. The Panel Member shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- E. The Panel Member shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- F. The Panel Member shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- G. The Panel Member shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Panel Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Panel Member to store the Personal Data.
- H. The Panel Member shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Panel Member's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Panel Member in any way for the provision of the services. The Panel Member shall

comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

- I. The Panel Member shall fully comply with and implement policies which are communicated or notified to the Panel Member by the Contracting Authority from time to time.
- J. The Panel Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- K. The Panel Member shall:
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Panel Member or any Sub-Panel Member, promptly restore the Personal Data at its own expense or, at Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- L. The Client does not consent to the Contractor appointing a third-party processor of Personal Data under this Agreement.
- M. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- N. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

SIGNED for and on behalf of the Contracting
Authority

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Panel
Member

Witness

1.2 Schedule A to the Confidentiality Notice: Data Protection ¹

Processing, Personal Data and Data Subjects

1. Processing by the Contractor:

1.1 Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person;

1.2 Nature of processing: Operation or set of operations which is performed on personal data or on sets of personal data, whether by automated means or manual filing systems, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3 Purpose of processing: To allow the Contractor to provide the services under the Agreement;

1.4 Duration of the processing: The Term of the Agreement

2. Categories of data subject:

- Post Primary school students
- Youthreach students
- Adult learners
- Apprentices
- Parents and Guardians
- Employees
- Guest speakers
- Work experience staff
- Prospective Employees
- ETB board members and sub-committee members
- Interview panel members
- Members of the public

3. Types of personal data:

GDPR Article 4, the GDPR gives the following definition for “personal data”:

‘Personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

A list of types of personal data are listed in KCETB’s Data Protection Policy available at www.KCETB.ie.