



kcetb

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

INVITATION TO TENDER

Contract for	The Provision of Concessionary Café Style Services to Kilkenny and Carlow ETB on behalf of Carlow Institute of Further Education and Training
Procedure	OPEN
eTenders RFT ID	RFT-
Issue Date	8 th May 2026
Closing Date for Queries	5 th June 2026 at 12.00 noon
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	12 th June 2026 at 12.00 noon
<i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie . Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i>	

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1. Disclaimer

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

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

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

2. Summary

Contracting Authority:	Kilkenny and Carlow Education and Training Board
Nature of procurement:	The Provision of Concession Café Style Services to Carlow Institute of Further Education and Training
Type:	Service
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3. About the Contracting Authority

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 general functions of an Education and Training Board, stated under the Education and Training Boards Act 2013, are to:

- a) establish and maintain recognised schools, centres for education and education or training facilities in its functional area,
- b) when directed to do so by the Minister:
 - i. establish and maintain recognised schools in its functional area,
 - ii. establish and maintain centres for education in its functional area,
 - iii. maintain centres for education or recognised schools in its functional area, and
 - iv. establish, maintain or resource education or training facilities in its functional area,
- c) plan, provide, coordinate and review the provision of education and training, including education and training for employment, and services ancillary thereto in its functional area in:
 - i. recognised schools or centres for education maintained by it,
 - ii. education or training facilities maintained or resourced by it,
 - iii. children detention schools,
 - iv. prisons, and
 - v. facilities maintained by other public service bodies,
- d) enter into arrangements with, and provide support services to, education or training Providers,
- e) establish scholarships,
- f) adopt a strategy statement,
- g) adopt an annual service plan,
- h) co-operate with anybody nominated to carry out internal audit functions,
- i) provide education and training at the request of, and on behalf of, anybody which funds training out of money provided to that body by the Oireachtas,
- j) support the provision, co-ordination, administration and assessment of youth work services in its functional area and provide such information as may be requested by the Minister for Children and Youth Affairs in relation to such support, and
- k) assess whether the way it performs its functions is economical, efficient and effective.

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.

The following schools/centres are currently under the auspices of KCETB. There are currently 7,062 students in KCETB post primary schools and approximately 1,600 PLC's and FET students. KCETB provides a comprehensive range of education services throughout Kilkenny and Carlow.

As the largest education provider in counties Kilkenny and Carlow, the ETB provides education and training opportunities for life-long-learning through Second Level Schools, Post Leaving Certificate Courses(PLCs), Adult, Further Education and Training and Youth Support Service.

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 Osari, 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

Further Education and Training Centres

- 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, 43 Upper Patrick Street, 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
- Carlow Institute of Further Education, Kilkenny Road, Carlow
- Community Education Service, 1a Meadow Court, Burrin Street, Carlow
- Community Education Service, Lower New Street, Kilkenny
- Ormonde College of Further Education, Ormonde Road, 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, Mhuinebheag, 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. For more information on ETB's and ETBI go to

www.etbi.ie

4. Scope of the Contract

Kilkenny and Carlow ETB (KCETB) are seeking submissions from suitable candidates to provide café style facilities to Carlow Institute of Further Education and Training:

4.1 Specification

Carlow Institute of Further Education

Carlow Institute of Further Education is an Educational college catering for adult learners with an expected enrolment of approximately 1250 students for 2026/2027 academic year. There is a current staff of approximately 85.

Please note that Kilkenny and Carlow ETB does not guarantee if all or any students, staff or visitors will utilise the facilities.

KCETB are looking for 'Value for Money and Quality Service' available to students, staff and visitors to the College, providing both hot and cold options for break time and lunch time. Regular meetings will be held with College Management and Café/Canteen Management for ongoing planning.

Applicants must be registered with the HSE and comply fully with Food & Hygiene Regulations. The successful tenderer is responsible for ensuring that the existing college kitchen and associated areas are refurbished to meet all standards required in order to deliver the college catering service. KCETB accepts no liability or responsibility for any breach in Food Safety Standards, Hygiene Standards, Health and Safety Legislation, and Labour and Employment Legislation etc. in the provision of the catering services by the Tenderer as this is their responsibility.

The successful tenderer will not be permitted to use any college facilities for the purposes of food preparation for external events / third parties.

The successful tenderer will be required to provide the college with monthly reports of student uptake.

Full details of requirements can be found at 5.0 – Specification of Requirements of this Invitation to Tender

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

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

4.2 Site Visit

A **compulsory site visit** to view the Contracting Authority's premises shall be organised by pre-arranged appointment by contacting Sinéad Power at sinead.power@kilkennycarlowetb.ie or by phone on 059-9134230. Details of your site visit **must** be recorded in the Tender Response Document.

Ensuring Site visit is carried prior to the closing date of the tender opportunity.

4.3 Pricing

The Catering Provider shall submit their pricing strategy as part of the Tender Response Document. Appendix 6 Pricing Document (attached separately) must be completed in full together with the Form of Tender and the Tender Response Document.

The Successful tenderer must notify the Principal of the College in writing if there is a significant change in the price of ingredients etc that may impact on Menu prices. Any proposed change (increase or decrease) in menu prices must be submitted and will be subject to approval in writing by the College Principal.

4.4 Duration of Contract

The contract duration will be for a period of four (4) years commencing in Late August / early September 2026 and is subject to annual review and satisfactory performance, with the Contracting Authority having the right to terminate the contract on the basis of poor performance. This contract may, at the sole discretion of KCETB, be extended for a period of one (1) year with three (3) such extensions.

4.5 Review of Supplier Performance

Supplier performance will be continually monitored over the term of the contract agreement. The college will have a Monitoring Committee with representatives from the student body, management and academic staff who will monitor and regularly review the quality of the service being provided. This review will encompass all aspects of the services i.e. quality of food, portion size, cleanliness etc. Please note that the Contracting Authority, KCETB will monitor Supplier's performances over the term of contracts and manage their service or supply of goods through the utilisation of Supplier Performance Scorecards (See schedule D)

- Menu
- Quality of Food
- Quality of Service
- Price
- Conduct of Staff
- Cleanliness
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

The successful tenderer will meet with the Principal and/or another member of staff at a prearranged time at the end of each year to discuss performance. The successful tenderer

must organise customer satisfaction surveys regarding quality and consistency of the menu(s). These results must be shared with the Principal in advance of the annual performance review. These details will be discussed with the successful tenderer in advance of the contract being renewed on an annual basis.

4.6 Account Management

4.6.1 Account Manager

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

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

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

4.6.2 Replacement Personnel

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

4.6.3 Financial Arrangement

In relation to providing catering for school events such as meetings, etc. an invoicing system for such events will be agreed with the College Principal. Invoices will then be paid by the school in accordance with KCETB accounts procedures and the Late Payment and Commercial Transactions Regulations.

The service provider will be responsible, as account holders, for settlement of all other costs for providing the service.

Tenderers are required to outline their concession payment (Rent & Gas/Water/Electricity - Waste Disposal costs are borne by the successful tenderer) to KCETB as per Tender Response Document.

The college provides full-time provision for approximately 33 weeks in the year from September to May. The hours of operation are from 8:15am to 5:00pm in term-time.

There is potential that this may expand to include other months of the year, and evening or

weekend provision, however this is subject to confirmation. The successful tenderer will be provided with a detailed college calendar from the school directly following appointment.

The rental/utilities cost of the canteen/cafe premises will be per service week and must be paid 3 times a year in the following calendar weeks,

3rd week of November,

3rd week of February and

3rd week of May

by the successful tenderer by EFT to Kilkenny and Carlow ETB. The agreed rental figure will not be subject to reduction due to student's absences, college work experience, external programmes, exam periods or school closures within the college operating weeks.

All income derived from cash sales in the Canteen/Cafe will be the sole prerogative of the concessionaire.

4.6.4 Accounts and Records

KCETB shall require from the successful tenderer, the Economic Value of this Concession Contract in quarterly and yearly figures for the duration of this contract and any possible extensions.

4.6.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.7 Right to Tender outside of the Framework

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

4.8 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfill the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

4.9 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as contained in Appendix 2. **The award of the framework agreement will be conditional upon the acceptance of the Contracting Authority's Contract Terms & Conditions (Appendix 2) Tenderers are required to review the terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1 – Instructions to Tenderers of this document.**

4.10 Termination of Contract

The contract may be terminated by KCETB at any time without liability for compensation or damages, by serving (3) three months' written notice to the successful tenderer. The contract may be terminated by the successful tenderer by serving (3) three months' written to KCETB. KCETB may terminate this contract if the persons managing and/or assisting in the Canteen/Cafe, lack a valid Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming KCETB, its interests, and its assets. In addition, the Contract may be terminated if:

- i. There are repetitive complaints by staff, Student Council or other customers of the service, regarding freshness, standard, or quality of food, or/and hygiene standards at the kitchen or at the Canteen/Cafe;
- ii. Repetitive erratic opening hours;
- iii. Late Payment of contribution money without any prior notification to The School Principal;

Note: KCETB reserves the right to terminate the contract with immediate effect without warning if they have reasonable justification that the service provider or the service provider's employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff and guests of the school.

If the other Party commits any serious breach or a series of breaches of any provision of this contract or of applicable law and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

Serious Breaches

- The contractor fails to comply with relevant employment law legislation.
- Employing a member of staff that does not have adequate training.
- Breaches in Health, Hygiene and Safety practices
- Continual underperformance in line with the stated Supplier Performance appraisal (Schedule D)

Moderate Breaches

- Complaints by staff, Student Council of the service, regarding freshness, standard, or quality of food, or/and hygiene standards relating to the food provision
- Erratic Service Provision
- Disclosing information to third parties;
- Failure to notify Schools/Centres of personnel change

Important Point to Note: Any repeat of moderate breaches will be treated as serious breaches.

5 Specification of Requirements Under Framework Agreement

Kilkenny and Carlow ETB (KCETB) are seeking submissions from suitable candidates to provide canteen/Café style facilities to Carlow Institute of Further Education and Training:

Carlow Institute of Further Education and Training

Carlow Institute of Further Education and Training is a college catering for adult learners with an expected enrolment of approximately 1250 students for 2026/2027 academic year. There is a current staff of approximately 85.

The college provides full-time provision for approximately 33 weeks in the year from September to May. The hours of operation at 8:15am to 5:00pm in term-time.

There is potential that this may expand to include other months of the year, and evening or weekend provision, however this is subject to confirmation. The successful tenderer will be provided with a detailed college calendar from the school directly following appointment.

Please note that Kilkenny and Carlow ETB do not guarantee if all or any students, staff or visitors will utilise the canteen/Cafe facilities. Vending machines (for hot and cold beverages, and snacks) are provided for by another vendor and not comprehended within this tender.

KCETB are looking for 'Value for Money and Quality Service' available to students, staff and visitors to the college, providing both hot and cold options for break time and lunch time. Regular meetings will be held with college Management and Canteen/Cafe Management for ongoing planning.

In order to prevent menu fatigue a varied choice of meals should be provided to include a salad option daily. The variety of salads available (rice salad, pasta salad, green salad, tomato salad etc) should vary with a minimum variety of 3 times a week. The varieties of salads available as 'Salad of the Day' offered over the course of the academic year will include 5 alternative varieties which will be agreed by the college Principal. A low salt/low fat soup with optional wheaten/selection of bread should be also available daily with a minimum variety of 3 per week. Meals should be nutritious and reflect a variety of culinary influences and tastes. The use of daily/weekly specials or themed days are encouraged throughout the year. The successful tender will agree on the themed menu days with the Principal. On agreement these themed days are subject to change at the request of the college. Lunch meal deals are also encouraged i.e. Sandwich, fruit and drink package etc. Regarding pricing, tenderers must complete Appendix 6 Pricing Document (attached separately) and Form of Tender which includes Criterion E in the Tender Response Document. All menus will show clearly the calorie count associated with the individual or combined item where two or more items constitute an item. Consideration should be given for students/staff with special dietary needs such as gluten free,

vegan and vegetarian.

The canteen/Café service needs to be open to facilitate:

Morning Hot Breakfast: From 8:15

Lunchtime: 12pm – 2.30pm – hot dinner options and sandwiches/paninis/soup/salads followed by café service until 5pm.

Coffee - either a barista self-service or a barista service all day with cakes, biscuits and snacks.

The successful tenderer will be required to produce their letter of approval from the HSE when commencing service and ready for college service. The successful tenderer will provide all additional necessary equipment, catering utensils, delph and cutlery required to provide a full canteen/Café service and KCETB are not prepared to provide any additional compensation to the successful tenderer for any costs that they may incur in meeting their legal obligations and delivering a canteen/Cafe service in accordance with good industry practice. The Canteen/Café operator will be responsible for the maintenance of all equipment in the canteen/Cafe. **A site visit to the college to view the premises is a mandatory condition of this contract – See 4.2** Prospective tenderers are required to visit the site in question by arrangement with the contracting authority as a condition of tendering, in order to ensure that they understand the full extent and scope of the services required under the contract. This is to allay any doubts as to what services are required, in the interests of both the contracting authority and the selected tenderer ultimately charged with delivery of the services. Any failure to observe this condition of tendering must result in the exclusion of the tenderer concerned.

(Please see Section 4.2 of this RFT for how to arrange appointment).

5.1 Equipment on Site

The following canteen/Cafe equipment is currently installed in the canteen/Cafe area and owned by KCETB:

Quantity	Descriptions & Specifications
1	ATOSA GREEN RANGE MBF 8117 GR DOUBLE DOOR CABINET FRIDGE
1	ATOSA GREEN RANGE MBF 8117 GR DOUBLE DOOR CABINET FRIDGE
1	MECHLINE BSX 300 KVS WASH HAND STATION
1	SINGLE BOWL SINK UNIT 1700 x 700mm appr
1	DOUBLE BOWL SINK UNIT 1700 x 700 approx mm
1	RATIONAL I COMBI PRO 10 X 1/1 GN E ELECTRIC COMBI OVEN
1	RATIONAL ULTRAVENT PLUS CONDENSATION HOOD
1	RACKED OUT COMBI OVEN STAND
1	NEUTRAL COUNTER 3300mm - complete with extended top and integral control panel, constructed throughout in stainless steel.
1	C.O.S.H.H. CABINET 850mm
1	FREEZER ROOM 1800 x 1400 x 2200mm
1	FRILIXIA VIZELA 1800 SLIMLINE MULTIDECK WITH LOCKABLE ROLLER SHUTTER
2	TIMPRO DISPLAY STORAGE CABINET 900 x 400mm
1	TIMPRO DOUBLE SIDED CASH COUNTER 1500 x 1000mm approx.
1	TIMPRO BEVERAGE COUNTER/CONDIMENT SECTION 2400mm
1	MECHLINE CATERZAP CZP- EP AT 20S FLY KILLERS
1	COMENDA PF 45 UNDERCOUNTER DISHWASHER
1	SLATTED WALL Shelf 1800MM
1	HOT FOOD WELL UNIT, DROP-IN
1	COLD PAN FOOD UNIT, DROP-IN
1	Alto-Shaam 500-s Low Temperature Hot Food Holding Cabinet

A designated and equipped kitchenette and canteen/Cafe area is already in place. The successful tenderer is required to review the kitchenette and canteen/Cafe provision at the site visit and to install and or replenish any necessary equipment (not without prior communication with the college representative) to ensure the provision of a fully-equipped canteen/Cafe in the proposed location along with having the facility and staff ready to commence service at the beginning of 2026/2027 academic year, (Early date TBC and will be subject to agreement with the college). The upgrading of areas of the kitchenette, canteen/cafe and associated area will be the sole responsibility of the successful tenderer who will be required to engage with the Principal and the Environmental Health Officer, Carlow from the onset to ensure the existing area meets all standards required for catering as per Food & Safety Authority. The fixed equipment is the property of KCETB Carlow Institute and may not be removed or modified without written approval of the ETB,.

5.2 Pricing

Appendix 6 – Pricing/Information Document

All prices quoted/tendered must be all-inclusive (i.e. including but not being limited to travel costs, shipping, customs duties, taxes, levies, phytosanitary charges, customs handling and/or administration charges, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The Vat rate(s) where applicable should be indicated separately.

The **Appendix 6** –This is an indicative list of the meals/snacks/service which may be required by Carlow Institute of Further Education over the lifetime of the Framework. This menu is subject to change at the agreement of both parties. There is no guarantee that all or any items will be ordered and no guarantee as to the volume of services that will be required.

5.3 HSE Registration

The successful tenderer will be required to register this canteen/Cafe (Registration of Food Business Establishment European Communities (Hygiene of Foodstuffs) Regulations 2006) and produce their letter of approval from the HSE when the canteen/Cafe area is completed and ready for service. The successful tenderer will provide all necessary catering utensils, delph and cutlery to provide a full canteen/Cafe service. Any proposed new ventilation supply and extract system must meet the requirements of the existing kitchen. The successful tenderer will be required to review the current provision on site and upgrade as necessary, subject always to the agreement of college management. Any soils and waste modifications must also be completed in order to meet your proposed kitchen layout. Grease interceptors must be fitted where required in the kitchen and associated areas.

KCETB are not prepared to provide any additional compensation to the successful tenderer for any costs that they may incur in order to meet their legal statutory obligations in delivering a canteen/Cafe service in the college kitchen and associated areas. This service must be in accordance with good industry practice and to a level approved by the Environmental Health Officer of the HSE which meets legal obligations under Food Safety Law.

5.4 Equipment Maintenance

The Canteen/Cafe operator will be totally responsible for the safety, upkeep and maintenance checks of all equipment used by him/her and under his/her control in the canteen/kitchen area. Equipment is to be kept maintained to the highest possible standard, both in terms of hygiene and engineering.

Any upgrading of the canteen/Cafe and associated area must be completed by late August in order to facilitate provision of the service for the new academic year.

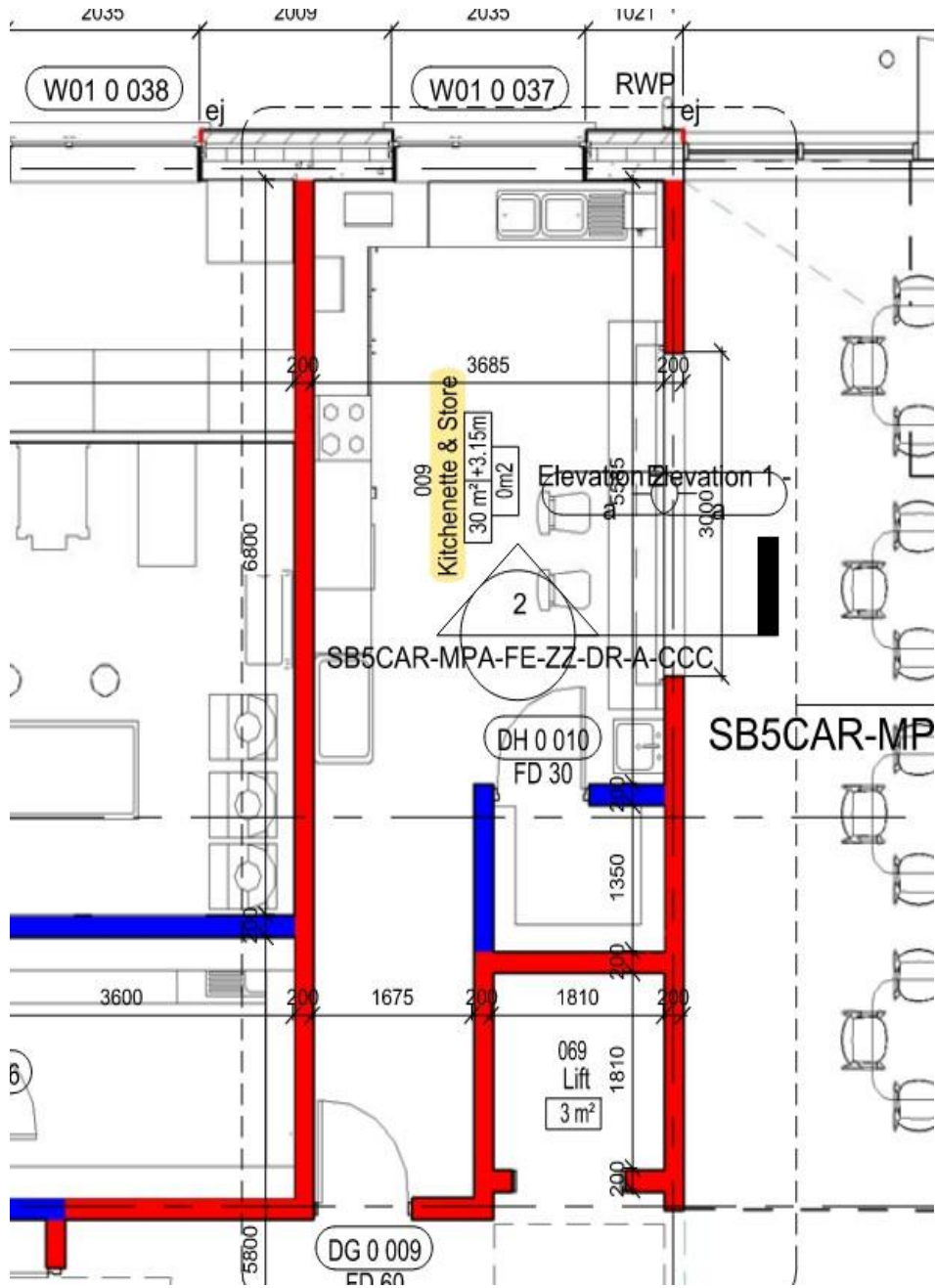
The successful tenderer must;

- Engage with the Food and Safety Authority from the onset to ensure the existing area meets all standards required for catering as per Food & Safety Authority. This canteen/Cafe must also be registered by the service provider with the Food & Safety Authority upon completion.
- Install and maintain all necessary heavy/light catering equipment, fixtures and fittings required to carry out the service (while utilising current equipment, fixtures and fittings available where necessary). The successful tenderer will be totally responsible for the safety, upkeep and maintenance checks of all equipment used by him/her and under his/her control.
- Equipment is to be kept maintained to the highest possible standard, both in terms of hygiene and engineering.
- Install appropriate ventilation, where necessary in consultation with the Principal
- Undertake any necessary plumbing and electrical work in consultation with the Principal
- Any refurbishment that impinges on the general-purpose canteen/Cafe area must be moveable
- Drawing/sketches/specification of any refurbishment must be approved by the Principal before any work commences.
- Will bear all the cost associated with additional fitting out of canteen/cafe if required.
- To adhere to Food hygiene there is an expectation that the facility will be thoroughly cleaned in accordance with all relevant standards and that cleaning policies will include

basic hygiene standards among the canteen/Cafe staff. These standards must be maintained and exceeded on an ongoing basis.

- All food must be monitored for time and temperature control records, delivery records, cooking temperatures and these records must be available for inspection by the EHO and school when requested.
- Tenderers should note that upon termination of the contract, the successful tenderer will be responsible for returning the canteen/kitchenette to its original state and removing all equipment in time for the commencement of a new contract, with the exception of any necessary fixtures and fitting works.

5.5 Canteen/Cafe Dimensions



5.6 Catering for Meetings/Functions

The Institute may require, with notice, catering for meetings/functions such as staff meetings, visiting groups, student graduations, Institute exhibitions, and board meetings etc which occur during the academic year, some of which may be outside of the normal Institute Day. The cost of these types of catering events must be invoiced separately to the Institute on an arising basis. Tenderers must complete Pricing Document at Appendix 6 Catering for Meetings.

Please note the college reserves the right to outsource any of its requirements in this regard if it so wishes.

5.7 Financial Arrangement:

The successful tenderer will be required to accept full responsibility for the cost of utilities (rent/gas/electric/water, used to carry out the contract (Waste Management and associated costs are borne by the successful tenderer). The college has assessed the weekly average rental and cost of the utilities, at €180. This cost should be considered by the tenderer and is set out as the minimum rental income expected in the Tender Response Document. It is the responsibility of the tenderer to provide direct telephone lines if required.

Pay a fixed price rental and cost of utilities to the Contracting Authority

The rental of the canteen/Cafe premises will be per service week and must be paid 3 times a year in the following calendar weeks:

3rd week of November,

3rd week of February and

3rd week of May

5.8 Cleaning

The successful tenderer will be responsible for the cleaning of all kitchenette, servery, food preparation and general canteen/Cafe service areas including counter surfaces, equipment, furniture, fittings, utensils, floors and windows. They will also be responsible for the cleanliness of any stores used by the catering staff. It is also the responsibility of the Catering Provider to clean and maintain all grease interceptors fitted by the Tenderer within the kitchen areas. In addition, the successful tenderer will be responsible for the cleaning of the general purpose dining areas including tables, chairs and floors. The provision of bins in the dining area will also be necessary.

Note: Inspections may be carried out by KCETB, its agents or independent auditors on their behalf at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services.

5.9 Environmental Waste Disposal

The successful tenderer will be responsible for operating policies which progressively address environmental considerations. The successful tenderer will be **responsible for the disposal of all kitchen and associated waste** in accordance with SI 508 of 2009 Waste Management

Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives. The cost associated with the food bins will be agreed locally with the school directly for recoupment.

Further information can be found on Environmental Protection Agency's website www.epa.ie.

5.10 Canteen/Cafe Menus & Marketing of Canteen/Cafe

Menus for the calendar week must be available and displayed on the Monday of the same week to encourage canteen/Cafe usage. All menus will show clearly the calorie count associated with the individual or combined item where two or more items constitute an item. Consideration should be given for students/staff with special dietary needs such as gluten free, vegan and vegetarian. The naming of the Canteen/Dining area will be in agreement with the Institute Principal and any marketing material must have the Principal's prior approval.

5.11 Vending Machines

Vending machines are in operation in the College, and will remain in use. The provision of vending machines is not comprehended in this tender.

5.12 Food Quality & Safety Management

The successful tenderer will be responsible for compliance with Food Safety Authority Ireland and the National Standards Authority of Ireland's standards (or equivalent) in relation to the Food Preparation, Food Storage, Hygiene, Cooking, Waste etc. The successful tenderer must comply with Food Standards Act, 1974 (No.11 of 1974), I.S. 341:2007 Hygiene in Food Retailing and Wholesaling. Regulation (EC) No. 852/2004 of the European Parliament and of the Council of 29th April 2004 on the hygiene of foodstuffs (HACCP) or updated legislation and any other relevant regulations applicable.

All food provided to the Institute should be fresh, nutritious and of a high quality. **PROCESSED FOODS** will not be accepted in the Institute canteen/cafe. All food must also be stored in compliance with all relevant statutory Food Safety and Health and Safety

requirements including I.S.340:2007 Hygiene in the Catering Sector or equivalent, I.S 22000:2005 Food Safety Management incorporating HACCP and S.I.369:2006 European

Commission (Hygiene of Foodstuff) Regs. 2006. Details of Food Safety Management System must be outlined and confirmation that they are in compliance with all regulations.

In addition, the Tenderer should demonstrate how they intend to implement a Hazard Analysis and Critical Control Point (HACCP) or equivalent system, and who will be responsible for overseeing the effective operation of HACCP on the premises. They should also outline what such a system will include and what specific training will be undertaken to provide same.

Tenderers are also required to comply with Reg 178/2002/EC which requires that a Traceability System is in place. This information should be provided in the TRD and submitted with the tender.

The successful tenderer will be expected to operate in accordance with all legislation and regulations with regard to food management. KCETB accepts no liability or responsibility for any breach in legislation or standards in the delivery of this service, this is the catering provider responsibility. The Catering Provider will be expected to implement up to date and ongoing recommendations for food preparation as advised by the various Nutritional and Medical Advisory Boards of the Government.

5.13 Staff & TUPE / Acquired Rights

The successful tenderer will –

- i. Have sole responsibility for all staff engaged in providing the catering service.
- ii. Provide uniforms, head gear and any other work-related PPE for staff working within the kitchen and canteen/cafe service area. The cleaning of these uniforms will be the responsibility of the successful tenderer.
- iii. Ensure the contract is appropriately resourced.
- iv. All staff, where appropriate, will be required to undergo **Garda vetting** procedures. A list of these staff should be provided to Carlow Institute of Further Education prior to commencement of the contract and only these will be permitted to work on the school's premises.
- v. All staff, where applicable, must attend child protection training.
- vi. Confidentiality must be maintained of any conversations by staff about students and you may be required to have all staff sign a confidentiality clause.
- vii. None of the catering staff are to engage outside of their normal duties, with any of the students.
- viii. The catering staff will always conduct themselves in a mannerly and respectful demeanor, to Students, Staff and Visitors, setting a good example for the students.

KCETB operates a strict policy on equal rights. Any breach of this policy will result in the immediate expulsion of that employee off school property and may result in criminal prosecution. KCETB reserves the right to insist that any employee of the successful tenderer who behaves inappropriately is removed from the Institute and is replaced. Polite and respectful behavior is expected of all staff in keeping with the Institute's ethos and Dignity in the Workplace Policy. Staff will be employed by the Concessionaire (Catering provider) not by the Institute or KCETB.

- ix. The catering staff will have the use of the toilet provided in the Institute catering area. The catering staff are not permitted to use the student toilets under any circumstances.

- x. It is considered that the Acquired Rights legislation (Transfer of Undertakings and Protection of Employees [TUPE]) will apply to this Contract upon expiration. Successful tenderer will be required at tender stage 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 S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Contract. The Contractor shall indemnify the Client from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Contract.
- xi. KCETB may require from the winning tenderer anonymised information in relation to any transferring employees at the time of re-tendering of this contract. The Canteen/cafe Provider agrees to the Contracting Authority releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of the Contract for whatever cause. The successful tenderer will be required to furnish the
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- Contracting Authority with requisite information in relation to any transferring staff to facilitate the re-tendering at least six (6) months prior to the expiry of the contract and will be required to provide indemnity in respect of any claims or losses arising as a result of TUPE matters. The successful tenderer will be disallowed from amending the staff arrangements / allocation of resources or altering the terms of employment for the relevant staff for a period of 6 months prior to the expiry of this contract.
- xii. The Canteen/Cafe Provider shall employ pay and maintain adequate staff levels for the purpose of providing the Services. The Contracting Authority reserves the right to inspect records of wages, time sheets and other documentation relating to the

employment of all staff by the Canteen/Cafe Provider.

5.14 Compliance with Statutory and ETB Policies / Health & Safety Policy / Child Protection / Garda Vetting etc.

The successful tenderer will be responsible for: providing Catering Services at Carlow Institute of Further Education and complying with their Health and Safety Policy and Statement. The statement must be displayed in the Institute canteen/cafe.

The successful tenderer and all staff must agree to comply with the terms and conditions of all Institute/ETB policies and procedures particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. Disclosure of convictions which KCETB considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the school to be retained on file. The catering company shall provide a list of staff to the Institute and only these staff shall be permitted onto Institute property to work. Any catering staff not on the approved list supplied to KCETB schools will be immediately asked to leave the premises.

None of the catering employees are to engage with any of the students with the exception of carrying out their normal duties in providing catering services.

5.15 Green Public Procurement – Environmental Considerations

With awareness of climate change to the fore of most organisations, KCETB is cognisant of its responsibility and are adjusting its mindset and purchasing decisions with a view to sustainability. KCETB look to incorporate an environmental aspect relating to quality and sustainable products and services in their tender processes.

KCETB wish suppliers to quote for this project with sustainability to the fore. KCETB wish to encourage the engagement of services and the use of supplies that have environmental awareness and sustainability to the fore.

Our tender processes incorporates an environmental/sustainability element to encourage the use of products that are reusable, recyclable or made from recycled items. We wish suppliers to be aware of the carbon footprint relating to the production and delivery of their supplies and services. Suppliers should be cognisant of the environmental impact from the initial sourcing of products through to the final delivery of same to the Contracting Authority.

KCETB wish to avail itself of products and services that are of good quality, sustainable and which have a low environmental impact in relation to their production/manufacturing and delivery.

KCETB wish to align the KCETB brand with an environmentally friendly approach.

Suppliers are asked to highlight relevant details in relation to products quoted for, taking the above into consideration.

In line with **food waste measurement and reporting requirements** the successful tenderer will be required to make full reports available on their food and other waste over the lifetime of the contract – *KCETB Energy Management, Climate Action and Sustainability Team* will be in contact regarding these reports.

Tenders should highlight the following in their response:

- The environmental impacts of materials used to make their product, and the impact of production processes.
- Source of food supplies and transportation of same. Tenders should Highlight to the Contracting Authority the distance that food will travel from point of production to point of use.
- What opportunities for recycling/reusing present themselves in relation to the service provision? Tenderers should include details on any sustainability and/or organic initiatives carried out as part of their service provision. Tenders should include details of how they will incorporate recycled and renewable materials into the service provision
- The packaging detail and how they propose to minimise food packaging in an effort to reduce waste while still ensuring the safety and preservation of food. Tenders should

provide detail on how they will provide their service without the use of single-use plastics.

- Include details on waste management and appropriate strategies for dealing with any leftover food. This should include details on the separation and recovery of packaging waste.

All public bodies and commercial State agencies were required to end the purchase of single-use plastic cups, cutlery and straws from March 31st 2018. KCETB are committed to the Government ban of single-use plastics across government departments, state agencies, hospitals and schools.

In the performance of any Services Contract awarded, the successful Tenderer(s) and their Subcontractors (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 Regulation

5.16 Customer Service Targets

- Complaints to be acknowledged within 24 hours of receipt
- Complaints to be fully resolved within 3 – 5 workdays (depending on complexity)
- General queries to be responded to within 24 hours of receipt
- All communication is required by email to david.forde@kcetb.ie

5.17 Unforeseen/Unplanned College Closures

If the Institute is closed due to unforeseen/unplanned reasons, for example, a global pandemic, successful tenderers may be required to comply with national government guidelines as Institute catering may be classed as an essential service.

Note: In the event of unscheduled school closures beyond the control of the Contracting Authority, all reasonable attempts will be made to communicate same prior to delivery times.

The Contracting Authority will not be held accountable for services delivered on those dates and the contracting authority will not pay any costs related to college closures.

5.18 Indicative Value of Contract

The indicative value for the total period of the contract is €200,000 over lifetime of the contract.

(It is emphasized however this is strictly indicative only).

6. Selection Criteria

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

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

6.1.1 General Information relating to the Tenderer

Please provide company name, address and contact details for individual responsible for this tender and company overview

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6.1.2 Legal Compliance

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

6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Confirmation that your turnover exceeded €50,000 during one of the last three years or pro-rata if more recently established firms;
- (iii) Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type	Minimum Indemnity limit	Excess required
Employers Liability	€13 m	
Public Liability	€6.5m	
Product Liability	€6.5m	
Please note a specific indemnity to Kilkenny and Carlow Education and Training Board must be included in the insurance documents		

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

6.1.4 Technical Capacity

- (i) Previous Contracts – information demonstrating successful delivery of two (2) previous comparable contracts in the past three (3) to five (5) years.
- (ii) Personnel - Tenderers must confirm that they have the personnel required to fulfil this contract if successful.
- (iii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.
- (iv) Health & Safety - Details of health and safety policies and whether 3rd party certified.
- (v) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.
- (vi) Site Visit Declaration – Details of site visit to be submitted
- (vii) Confirmation that the canteen/Cafe will be registered with the HSE

6.1.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed submission of Appendix 4 relating to Technical Capacity Section 6.1.4. Mere confirmation **will not be** sufficient under these headings.

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

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

Please note: Any information given/submitted under the above selection criteria will not be considered/awarded marks in the evaluation of the award criteria, 6.2 of this RFT, and vice versa. These are two criteria's in their own right.

6.2 Award Criteria

Only tenders meeting the selection criteria and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Responses are required through completion of the Tender Response Document.

It is imperative that all sections of the Tender Response Document are completed in the format provided. Information not set out in the relevant response of the Tender Response Document will not be evaluated; this includes any additional appendices to the Tender Response Document by the Tenderer, except those requested by the Contracting Authority.

The evaluation committee will only consider Tenders provided in the format set out in this Invitation to Tender.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Failure to complete any part of the tender response document will deem your tender inadmissible.

Tenderers responses to the award criteria are limited to a maximum of 6 pages, exclusive of any illustrations and screen shots/grabs, which do not count towards the page count limit, with a minimum of font size 10. Any additional pages or information included with the submission, not requested by the Contracting Authority will not be considered in the evaluation and no marks will be awarded for information included on pages outside of the page allowance. The referring of appendices attached is not allowed and will not be considered as part of the evaluation. It is imperative that all sections of the Tender Response Document (TRD) are completed in the format provided. Information not set out in the relevant response of the TRD will not be evaluated; this includes any additional appendices to the TRD by the Tenderer. Applicants must not change, alter or manipulate any information on these documents. **Any tender found to have an alteration to the description or quantity will be disqualified.**

Any information given/submitted under the above criteria at 6.2 will not be considered/awarded marks in the evaluation of the award criteria, 6.1 of this RFT, and vice versa. These are two criteria's in their own right.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Menu Price, Quality & Variety and Range of Services	40%	4000	2000

Please complete all fields in the Appendix 6, Pricing Schedule

The purpose of this criterion is to establish the extent to which the Contracting Authority may place due confidence in the tenderer's delivery of the services as specified.

- Pricing/Information Document must be completed. All costs associated with the service provision shall be included for in the Tender Rates, these shall include but are not limited to the following: all salaries, wages, payments, costs, charges, taxes, fees, equipment, vehicles and travel etc.
- Tenderers will be assessed on their demonstrated understanding of the specific needs of the contract, the range and variety of menus proposed and the health and nutritional make-up of the menus. Tenderers must describe how their organisation will ensure that the food it serves is healthy, tasty, displayed (including pricing) and professionally served. (Sample menus should be submitted with tender submission)
- Tenderers must set out their proposal in detail and the levels of support in place for the delivery of the requirements under the contract, providing information to demonstrate the experience of the staff that will be assigned to this contract.
- Samples of food may be requested, and these may be used to assess the quality of your food proposal.

B	Contract Management and Reporting	30%	3000	1500
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Tenderers should provide comprehensive information on the methodology for managing the contract including:

- A nominated contract manager (please provide CV), also what staff resourcing is available for each service time. Including details of back-up staff in the event of sick or holiday leave.
- Details of staff training and vetting procedures i.e. garda clearance, HACCP certs, etc
- Client engagement proposals including details on reporting proposals to include weekly/monthly reports (income, waste Mgmt, etc.) and end of year reports on sales/turnover for management reporting. Include your communications plan for dealing with School (Incorporating School Mgmt, Student councils, etc.)
- Customer complaints procedures including Incident Reporting Mechanisms

Proposals for providing a cashless system for all transactions

Tenderers should set out their proposed service levels in detail and the levels of support in place for the delivery of the requirements under the contract

C	Traceability System for food	20%	2000	1000
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- *Tenderers are required to comply with Reg 178/2002/EC and should provide clear and detailed information regarding sourcing and traceability of foods and the measures employed to ensure the quality of the food.*
- *Details should also be given regarding the transportation of the end-user product to Carlow Institute of Further Education and Training, the distance from production base and the process involved in the transportation of food.*
- *As part of the response tenderers should **complete the table** (below) for Traceability System for Foods.
(Meat, poultry, dairy products and eggs must be produced in accordance with minimum quality standards which address care for the environment, record keeping and traceability, animal welfare and safe use of medicines and chemicals at farm level; and animal welfare, food safety and hygiene, and record keeping and traceability at factory level.*

Food Waste Hierarchy (EPA)

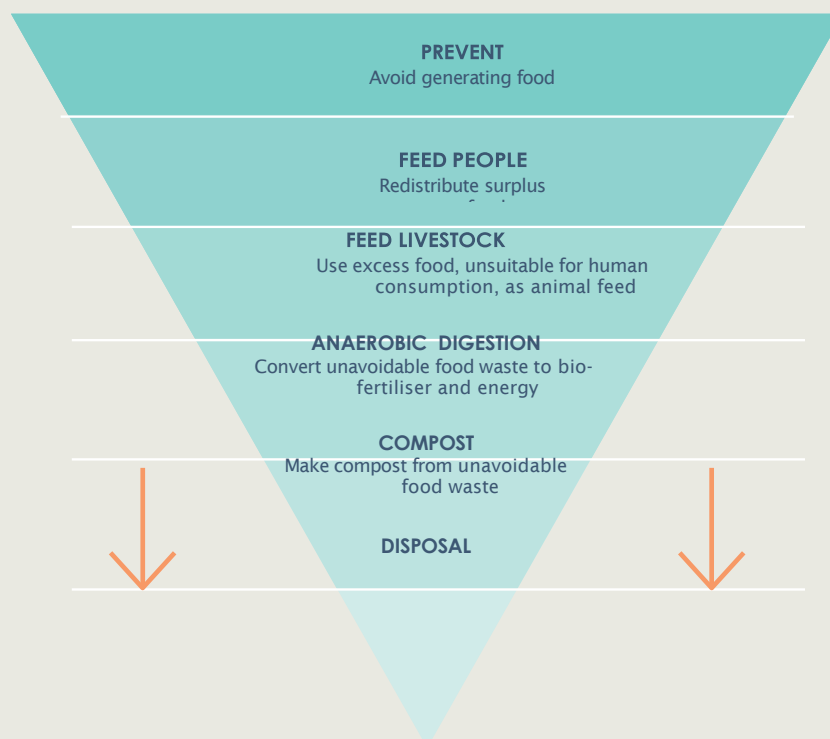


TABLE	Country of origin	Supplier	Contact Details
Beef			
Chicken			
Fish			
Pork			
Vegetables			

D	Green Procurement Initiatives	10%	1000	500
<i>Please refer to Section 5.15 of the Invitation to Tender document for details</i>				
<u>Tenders should highlight the following in their response:</u>				
• <i>What opportunities for recycling/reusing present themselves in the relation to the service provision? Tenderers must include details on any <u>sustainability and/or organic</u> initiatives carried out as part of their service provision. Tenderers should include details of how they will incorporate recycled and renewable <u>initiatives</u> into the service provision.</i> • <i>The packaging detail and how they propose to minimise food packaging in an effort to reduce waste while still ensuring the safety and preservation of food including detail on how they will provide their service <u>without</u> the use of single-use plastics. This should include details on the separation and recovery of packaging waste. Tenderers must also outline a plan for reducing the generation of waste in accordance with the waste hierarchy of Waste Framework Directive 2008/98/EC.</i> • <i>Include details on waste management and appropriate strategies for dealing with any <u>leftover food (Food measurement)</u>. Tenderers must outline the systems which they have in place to <u>measure, reduce and report</u> on food waste generated under the contract and where they have implemented the relevant protocols/guidance published by the Environmental Protection Agency. All food waste must be disposed of in accordance with SAI 508 of 2009 Waste Management Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives. Further information can be located at the Environmental Protection Agency's website www.epa.ie</i> <u>Reporting measures on food and other waste are <u>mandatory</u> requirements on this tender and will be requested by KCETB Management.</u> <u>Measuring Food Waste - Food Waste</u> • <i>Disposal of food waste and fats, oils and greases (FOGs) FOGs <u>must not</u> be discharged into the sewage system.</i> • <i>Tenderers must supply a description of the <u>waste stream</u> categories they intend to use and the disposal procedures they will follow as part of managing the contract.</i> • <i>Include details of proposals to encourage Staff and Learners to partake in recycling initiatives.</i>				

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

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

90 – 100%	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations
80 – 89%	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50%	An unacceptable response demonstrating very limited understanding of the requirements and lacks credibility with a significant risk of non-delivery.

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

NOTE 2: The lowest cost tender regarding Appendix 6-Pricing Document that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under the award criterion. The scores of the other valid tenders will be calculated using the following formula:

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

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

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

NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 6: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request or to satisfactorily address the Contracting Authority's concerns may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

Please Note:

In the event that Tender Applicants have previously been involved in providing goods or services to KCETB, they should not assume that KCETB is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tender's to ensure their tender response is complete and includes all relevant information, their tender response is complete and includes all relevant information.

6.2.1 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

6.2.2 Verification

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It is essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

6.2.3 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

6.2.4 Right to Confirm Suitability

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

6.2.5 Right to Re-Tender

Neither the lowest price Tender, nor any Tender, will necessarily be selected by the Board as the preferred Tender. Kilkenny and Carlow Education and Training Board reserves the right to re-advertise the contract.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority uses the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt. Corrupt files which are unreadable by KCETB will be deemed invalid and will deem the tender submission inadmissible.

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

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

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

6.2.1 The closing date for tenders is **12 noon (local time) on day 12th of June 2026.**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition. Any corrupted files uploaded by a tenderer that are not accessible/downloadable by KCETB will be deemed inadmissible.**

(b) Queries

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

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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries is **12 noon (local time) on day 5th of June 2026.**

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

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

(c) Sufficiency & Accuracy of Tender

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

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

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Qualification of Tenders and Referential Bids

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

(e) Extension of Tender Period

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

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

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

(g) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(h) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **12 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

(i) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

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

Note: The Contracting Authority use e-invoicing and tenderers will be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive that comply with European Standard (EN-16931).

(j) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(k) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this invitation to tender should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(l) Tax Clearance

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. the Contracting Authority will satisfy themselves that any tenderers being considered for award of a contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their

Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the contract.

(m) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(n) Irish Legislation and Law

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

(o) Dignity at Work

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

(p) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

(q) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(r) Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(s) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(t) Notification of Tender Evaluations

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

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

(u) Award Notices

Following the formal conclusion of a contract, an award notice will be dispatched to eTenders announcing the results of the competition.

(v) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(w) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer)

(x) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

(y) Payment

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

(z) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

(aa) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(bb) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in invitation to tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied and services provided to it are accessible to persons with disabilities.

(cc) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(dd) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(ee) Consortia and Prime Subcontractors

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

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

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

this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(ff) 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.

(gg) Changes in Legislation

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

Schedule D: Service Levels / Service Level Agreement

SUPPLIER APPRAISAL FORM (Scorecard)

KCETB will monitor our Supplier's performances over the term of contracts and manage their service or supply of goods under the headings or similar outlined in the Supplier Performance Scorecard below.

The Contracting Authority will request Carlow Institute of Further Education and Training to complete the Scorecards on a continuous basis or more regularly where non-performance is occurring. These will form the basis of our Contract Management Process for each company supplying a service or supply of goods to KCETB.

Please complete the following (electronically):

Supplier Details

Name of Company	
Type of Service or Supply provided to KCETB	
Contact Details of Company (phone, email, etc.)	

School/Centre Details

Name of School/Centre	
Form completed by:	
Date:	

You are asked to make any comments relating to the service in the left-hand box in the table below and to tick the relevant score box based on the following values:

Value of Score:

- 1 = Unacceptable;
- 2 – not fully up to requirements;
- 3 – fully meets normal requirements;
- 4 – significantly above requirements;
- 5 – outstanding.

DELIVERY OF SERVICE/SUPPLY OF GOODS	1	2	3	4	5
	☐	☐	☐	☐	☐
DELIVERY TIMELINES	1	2	3	4	5
	☐	☐	☐	☐	☐
INVOICING	1	2	3	4	5

	☐	☐	☐	☐	☐
CUSTOMER SERVICE	1	2	3	4	5
	☐	☐	☐	☐	☐
ENVIRONMENTAL CONSIDERATIONS	1	2	3	4	5
	☐	☐	☐	☐	☐
ACCOUNT MANAGEMENT QUERIES	1	2	3	4	5
	☐	☐	☐	☐	☐
COMMUNICATION	1	2	3	4	5
	☐	☐	☐	☐	☐
OVERALL SATISFACTION	1	2	3	4	5
	☐	☐	☐	☐	☐
Other (please specify e.g. food waste measurement and reporting)	1	2	3	4	5
	☐	☐	☐	☐	☐

Please include any further detail you deem relevant in the box below

Further comments relating to this service

Please return this Suppliers Appraisal form to:
 KCETB's Procurement Contract Manger chanafin@kcetb.ie

APPENDIX 2 – THE CONTRACTING AUTHORITY’S TERMS AND CONDITIONS – Uploaded as a separate document