



CALL FOR TENDER

Contract for	The Provision of an ICT Teaching Desking & Instructor Station Solution to Cork ETB, Cork College of FET – Morrison’s Island Campus
Procedure	OPEN PROCEDURE
eTenders CFT ID	CFT: 8371532
Issue Date	Monday, 15 th June 2026
Closing Date for Queries	Monday, 6 th July 2026 at 4pm
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	Thursday, 16th July 2026 at 2pm
Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal. www.etenders.gov.ie Registration is free of charge and there is no charge for documents. Please note that the contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties. The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.	



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Disclaimer

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

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

- The Contracting Authority does not bind itself to accept the lowest priced or any Tender.
- This Call for Tender (‘CFT’) does not constitute an offer or commitment to enter a Contract.
- No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Authority.
- Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.
- The Contracting Authority may cancel this Competition at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.
- The award of a Contract does not confer exclusivity on the successful Tenderer.
- This CFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
- The Contracting Authority reserves the right to discontinue the procurement process at any time for any reason.



1 Summary

Contracting Authority:	Cork Education and Training Board
Nature of procurement:	The Provision of an ICT Teaching Desking & Instructor Station Solution to Cork ETB, Cork College of FET – Morrison's Island Campus
Type:	Supplies
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises ("SMEs") on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping, consortium or combination of entities may be required to establish legal personality in order to enter into a contract. The Contracting Authority may also:

- contract with one member of the grouping, consortium or combination of entities on the basis that party will carry overall responsibility for the performance of services required under the contract;
- contract with each member of the grouping, consortium or combination of entities based on joint and several liabilities; or
- contract with one member of the grouping, consortium or combination of entities with the other members being sub-contractors.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.



If the tenderer is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver the contract. The consortium must appoint a single point of contact who will assume overall responsibility for participating in this procurement process and who is authorised to act on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.



3 About the Contracting Authority

Cork Education and Training Board (hereinafter referred to as Cork ETB) was established under the Education and Training Boards Act 2013 and is responsible and accountable for the proper direction and control of its functions in the Cork City and Cork County Councils' local authority areas.

Cork ETB is a statutory body in Cork with the responsibility to provide education and training across a broad range of services and is responsible for:

- 24 post-primary schools and colleges
- 3 Community National Schools
- 4 Community Special Schools
- The Cork ETB School of Music
- CCFET Bishopstown Campus (inc Westside Campus and Life Sciences Centre Carrigaline)
- CCFET Morrison's Island Campus (inc CCFET West Cork Campus Skibbereen, Youghal Campus, CCFET Kinsale Campus and Macroom Centre)
- CCFET Douglas Street Campus
- CCFET Tramore Road Campus
- CCFET Mallow Campus
- Further Education and Training Centres across Cork City and County
- 2 Outdoor Education Centres
- Prison Education Service
- Youthreach Centres
- 2 Creches
- Music Generation

Tenderers should note that this is not an exhaustive list of education and training services and locations as both service provision and locations may change over time.

Visit www.corketb.ie for more information on Cork ETB.

Cork College of FET Morrison's Island Campus is a City Centre Campus of Cork Education and Training Board (Cork ETB). Morrison's Island Campus also runs courses in Youghal Campus, Macroom Centre, Kinsale Campus and West Cork Campus in Skibbereen. The campus provides a broad range of courses across a range of disciplines in a truly inclusive and supportive environment.

Visit www.morrisonislandcampus.ie for more information on Morrison's Island Campus.



4 Scope of the Contract

4.1 Overview of Requirements

Cork College of FET seeks the supply, delivery, installation and commissioning of modular ICT teaching desks and instructor stations for four ICT classrooms at Morrison's Island Campus.

The furniture solution must support:

- high-density computing environments
- integrated power and data distribution
- secure equipment housing
- flexible teaching and learning methodologies
- inclusive and accessible learner engagement, and
- long-term intensive educational usage

The project comprises:

- two software delivery focused rooms, and
- two hardware/build focused rooms.

The College requires a commercial-grade educational furniture solution capable of supporting transformation between standard ICT teaching mode and practical workspace mode within a high-usage Further Education and Training environment.

See Section 5 below for Detailed Specification of Requirements.

4.2 Anticipated Timeline

Issue Tender Documents	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	July 2026
Award decision	August 2026
Contract Commencement	August 2026

NOTE: Morrison's Island Campus will host a site visit. To arrange an appointment, please contact Brian Stokes at bstokes@morrisonislandcampus.ie

The dates provided above are estimates at the time of publication of this CFT. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.



The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via www.etenders.gov.ie to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via eTenders to all parties who have expressed an interest in the competition.

4.3 Application of Variants

Where functional characteristics, mechanisms, construction methods or configuration approaches are referenced within this specification, equivalent solutions delivering equal or greater operational functionality, durability, accessibility and usability may be proposed.

Tenderers must clearly demonstrate equivalence where alternative approaches are proposed.

4.4 Delivery Location

Delivery is required to the following locations Cork College of FET – **Morrison's Island Campus, Morrison's Island, Cork City T12H685.**

4.5 Pricing

All Tenderers must complete the Pricing Schedule (**Appendix 2**)

You must complete and sign the Form of Tender (Section 3.1 in TRD)

All prices quoted must be all-inclusive (i.e., including but not being limited to shipping, packaging, delivery, ancillary costs and all other cost/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Tenderers must confirm that all prices quoted in the Tender will remain valid for the duration of the contract.

Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

4.6 Duration of the Contract

The Contract will be for a maximum period of twelve (12) months.

4.7 Indicative Budget

The indicative budget for the Contract is **one hundred and sixty thousand euros [€160,000]** (excluding VAT) over the term of the contract. **Tenderers must understand that this figure is an estimate only, subject to approval and budget.**



4.8 Review of Performance

Supplier performance will be monitored over the term of the Contract. The format will be agreed between the Contracting Authority and the Successful Tenderer.

4.9 Account Management

4.9.1 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.

4.9.2 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.

4.10 Invoicing

All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the provider.



4.11 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 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.

4.12 Compliance with the Terms and Conditions

Award of Contract will be conditional upon acceptance of the Contract Terms and Conditions as contained in **Appendix 4** to this CFT. Tenderers may not amend the Contract.

4.13 Termination of Contract

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the contract, notwithstanding any changes in EU and national circulars, laws, regulations, taxation, duties or other factors.



5 Detailed Specification of Requirements

5.1 Scope of Supply

The contract shall include:

- Student workstation desks in multi-seat configurations
- Instructor lecterns with a strong ergonomic focus
- Integrated cable management systems
- Integrated power and charging modules
- Monitor mounting systems
- Secure PC housing solutions
- Delivery, installation, positioning and commissioning
- Coordination with project design and M&E teams
- Minor desktop machining where required
- Removal of packaging and installation waste
- Final handover and operational demonstration

5.2 Functional Requirements

The proposed solution must:

- Support multi-user ICT teaching environments with a minimum capacity of 4–6 users per workstation unit
- Enable clear sightlines for teaching and learner engagement
- Provide robust integrated cable management
- Allow secure housing of desktop PCs and associated equipment
- Support future reconfiguration and adaptation of teaching spaces
- Provide integrated power and USB charging functionality
- Enable safe and ergonomic use over extended teaching periods
- Be suitable for intensive daily use within a high-usage educational environment

The software and hardware-based classrooms workstation solution must provide an integrated method of rapidly securing or storing monitor(s), keyboard and peripherals within or as part of the workstation system to enable transition between ICT delivery mode and clear workspace mode. These may be different solutions for both types of teaching rooms.

Solutions may include retractable, fold-away, recessed, sliding, stowable or equivalent engineered approaches.



The transition between workstation mode and clear workspace mode must be achievable safely and independently by a typical learner without specialist tools or staff assistance.

The mechanism must be suitable for frequent daily operation in a high-usage education environment.

The proposed solution must support inclusive and accessible use in accordance with applicable accessibility and ergonomic standards, including provision for wheelchair users and users with varying mobility requirements.

5.3 Technical Specifications

5.3.1 Desk Systems

Desk systems shall be modular and support:

- 4, 6, 8, 10 and 12 seat configurations
- Minimum 800–850mm width allocation per learner
- Depth suitable for dual monitor and workstation usage (approximately 700–800mm)
- Durable high-pressure laminate finish or equivalent commercial-grade finish
- Steel frame construction or equivalent commercial-grade structural solution

The proposed furniture must demonstrate durability appropriate for long-term intensive educational usage.

5.3.2 Room Requirements

5.3.2.1 Room 301 & 302 – Software Delivery Rooms

Room 301 – Software Delivery Room

- Accommodate - 26 learners and 1 instructor
- Support inclusive and accessible learner participation
- Support rapid transformation between ICT delivery mode and clear workspace mode

The workstation solution must

- Allow monitor(s), keyboard and peripherals to be securely stored or repositioned within the workstation system
- Maintain safe and intuitive learner usability
- Support independent operation by learners
- Maintain durability under intensive classroom usage conditions



Instructor stations must:

- Provide integrated cable management
- Support accessibility adaptation where required
- Accommodate AV and presentation equipment integration

Room 302 – Software Delivery Room

- Accommodate - 26 learners and 1 instructor
- Support rapid transformation between ICT delivery mode and clear workspace mode
- Support intensive daily classroom usage

The workstation solution must:

- Allow monitor(s), keyboard and peripherals to be securely stored or repositioned within the workstation system
- Maintain safe and intuitive learner usability
- Support independent learner operation
- Maintain durability under intensive classroom usage conditions

5.3.2.1 Room 303 & 304 – Hardware & Build Rooms

The primary function of these rooms is for Computer hardware assembly, Computer repair and Practical ICT hardware instruction. Room must also operate as a standard ICT teaching environment.

Room 303 – Hardware & Build Room

- Accommodate - 26 learners and 1 instructor

The workstation solution must:

- Allow rapid transition between practical hardware workspace mode and standard ICT workstation mode
- Provide a clear practical workbench area when required
- Allow monitors and peripherals to be safely repositioned or secured
- Support reinstatement to standard workstation mode without specialist assistance
- Support frequent daily transitions between operational modes.

Additional power and network connectivity must support:

- Testing of build machines
- Hardware diagnostics and
- Temporary ICT equipment deployment



Room 304 – Hardware & Build Room

- Accommodate - 26 learners and 1 instructor

The workstation solution must:

- Provide practical workspace functionality while maintaining monitor visibility where operationally required
- Allow rapid and robust repositioning or securing of monitors and peripherals
- Support transition between workspace modes without specialist assistance
- Maintain durability under intensive educational usage conditions

5.3.3 Instructor Stations

Instructor stations must include:

- 1 lectern per room
- Integrated AV/control equipment housing
- Integrated cable management systems
- Ergonomic operation suitable for prolonged teaching usage

5.3.4 Monitor Mounting Systems

Monitor mounting systems must:

- Support standard LCD monitor configurations
- Provide load capacities appropriate for the proposed monitor solution

Tenderers must specify:

- Maximum load capacities
- Supported monitor dimensions
- Adjustment ranges

5.3.5 PC Housing

PC housing solutions must:

- Provide under-desk or integrated workstation housing
- Include ventilation suitable for intensive ICT operation
- Provide lockable or tamper-resistant functionality
- Support ease of maintenance access



5.3.6 Power & Data

Rooms 301 and 302 - Minimum provision:

- 2 x 13A sockets per user cluster
- USB-A and USB-C charging provision
- 1 network point per learner position
- Compliance with Irish electrical regulations
- Provision for structured cabling integration

Rooms 303 and 304 - Minimum provision:

- 2 x 13A sockets beneath desk per learner position
- 2 x 13A sockets accessible on desktop per learner position
- 1 integrated network point per learner position
- 2 additional accessible network points per learner position
- USB-A and USB-C charging provision
- Compliance with Irish electrical regulations
- Provision for structured cabling integration

5.3.7 Cable Management

The proposed solution must provide:

- Concealed cable trays, channels or equivalent systems
- Safe routing of power and data infrastructure
- Accessible maintenance routes
- Protection against cable damage within high-usage environments

5.3.8 Machining Requirements

Tenderers shall provide:

- Desktop machining
- Cut-outs
- Cable routing provisions
- Mounting provisions
- Integration supports required for the proposed solution



5.3.9 Installation & Commissioning

Tenderers must:

- Conduct a mandatory site survey and engagement meeting with local management prior to submission
- Deliver and fully install all furniture no later than **Thursday 10 September 2026**
- Ensure all installed systems are:
 - level
 - stable
 - fully operational and
 - safe for immediate educational use
- Coordinate with the project design team and M&E team
- Ensure compatibility with mechanical and electrical service layouts
- Remove all packaging and installation waste
- Conduct operational handover and demonstration sessions

Tenderers must confirm acceptance of the contracting authority's proposed contract conditions, including provisions relating to delivery performance and completion milestones.

5.3.10 Compliance & Standards

All proposed equipment and installations must comply with:

- Relevant EU furniture safety standards
- Irish and EU electrical safety regulations
- Health & Safety at Work requirement
- Applicable fire safety standards
- Applicable accessibility standards
- All relevant CE marking requirements

5.3.11 Warranty, Lifecycle & Sustainability

Warranty & Lifecycle - Minimum requirements:

- 5-year warranty on desks and structural components
- 2–3-year warranty on moving parts and mechanisms
- Availability of replacement parts
- Maintenance guidance documentation



Tenderers should additionally outline:

- Expected product lifecycle
- Maintenance requirements
- Service support arrangements
- Replacement component lead times

Sustainability - Tenderers should outline:

- Recycled material content
- Repairability of components
- Replacement part availability
- Environmental certifications
- Packaging reduction measures
- Lifecycle sustainability considerations
- End-of-life disposal or recycling considerations

5.4 Site Visit

NOTE: Morrison's Island Campus will host a site visit. To arrange an appointment, please contact Brian Stokes at bstokes@morrisonislandcampus.ie

Failure to visit sites will disqualify your tender

5.5 Delivery Commitment

Tenderers must provide written confirmation of full installation, commissioning and handover no later than **Thursday 10 September 2026**.

Contract Acceptance: Tenderers must confirm acceptance of proposed contract conditions (**Appendix 4**) relating to delivery performance and completion milestones.



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 tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (**Appendix 3**) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

6.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with **Section 6.3** on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

6.2 Relying on the standing of other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.



6.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Declaration of Bona Fides & Statutory Obligations (Complete Section 1 – Compliance TRD)	
Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 included in the Tender Response Document. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.	
General Information (Complete Section 2.1 TRD)	
Provide contact and general information on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial Capacity Information (Complete Section 2.2 TRD)	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners. Please refer to the tax rules contained in the Tender Response Document (TRD)
Financial Capacity	Tenderers must provide confirmation that your turnover exceeded €320,000 for the past three (3) years, or pro-rata if more recently established firms. Confirmation of financial standing, ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due will also be required. Evidence of the statement above will be required prior to the award of any contract.
Insurances Information (Complete Section 2.2 TRD)	
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 (Complete Section 2.2 TRD)	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million



By submitting a tender, Tenderers confirm that, if awarded a Contract under this Competition,

(i) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified above,

(ii) the territorial limits and jurisdiction of its insurance policies include Ireland and

(iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above.

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of the Contract.

The successful Tenderer will, during the term of the Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

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

6.4 Technical Capacity

Tenderers must demonstrate a high level of experience and expertise in the field of the supply, delivery, installation, commissioning, integration and support of Workstations solutions, and must provide examples of how their business activities relate to provision of the Goods and Services they are tendering for, referencing contracts of a similar size and nature (reference sites with similar configurations for the equipment proposed for the Contracting Authority).

In this regard, Tenderers must provide evidence of **two (2)** comparable installations within education, ICT training or comparable high-usage learning environments.

Please complete Section 2.3 in the Tender Response Document (Appendix 3)



6.5 Compliance & Standards

All proposed equipment and installations must comply with;

- All timber used in furniture to be supplied under the contract **MUST** be legally harvested in accordance with Regulation (EU) 995/2010 (the 'EU Timber Regulation'). Any timber or timber products not covered by the Regulation (EU) 995/2010 **SHOULD** be either covered by FLEGT licences, covered by CITES licences or subject to a due diligence system implemented by the tenderer which provides information on the country of harvest, species, quantities, supplier details and information on compliance with relevant national legislation.

Where a risk of illegal timber in the supply chain is identified, the due diligence system **SHOULD** define procedures for mitigating this risk.

A declaration that only timber from legal sources will be used in the furniture product.

- Comply with relevant EU furniture safety standards
- Comply with Irish and EU Electrical Safety Regulations
- Comply with Health & Safety Work Requirements
- Comply with applicable Fire Safety Standards
- Comply with applicable accessibility Standards

Please complete Section 2.4 in the Tender Response Document (Appendix 3)

6.6 Quality Assurance System

Tenderers must provide information which demonstrates a commitment to quality assurance and provides details of quality assurance policies and systems and whether externally certified.

Please complete Section 2.5 in the Tender Response Document (Appendix 3)

6.7 Health & Safety

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation.

Details of policies and systems in place and whether 3rd party certified must be provided.

Please complete Section 2.6 in the Tender Response Document (Appendix 3)



6.8 Site Visit (Pass/Fail)

Mandatory Requirement - Tenderers must attend a mandatory site visit and engagement meeting with local management prior to submission

Failure to meet any mandatory requirement will result in exclusion from further evaluation.

Please complete Section 2.7 in the Tender Response Document (Appendix 3)

6.9 Proposed Solution Description

Tenderers should provide a concise description of their proposed solution for each room type.

Please complete Section 2.8 in the Tender Response Document (Appendix 3)

6.10 Room Layouts and Technical Drawings

Tenderers must provide a proposed layout for each room to include drawings.

Please complete Section 2.9 in the Tender Response Document (Appendix 3)



7 Award Criteria

Only tenders which meet the Selection Criteria and are 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. Tenderers must use the documentation provided by the Contracting Authority including the Tender Response Document (**Appendix 3**) and the Pricing Document. (**Appendix 2**)

THE DOCUMENTS AND THE ASSOCIATED APPENDICES PROVIDED BY CORK ETB MUST BE USED IN PREPARATION OF YOUR TENDER RESPONSE. FAILURE TO COMPLY WILL RESULT IN YOUR ELIMINATION.

This contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

A	Ultimate Cost	30%	3,000	n/a
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Tenderers are required to outline their cost proposal by completing **Appendix 2** Pricing Document and **Section 3.1** Form of Tender in the Tender Response Document **Appendix 3**

Cost for evaluation purposes will be the total cost of: **Tab C_Total Cost of Project Cell C9** on **Appendix 2** Pricing Document

The lowest compliant tender will receive full marks. Other compliant tenders will be scored proportionally

B	Functional & Technical Compliance	20%	2,000	1,000
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Response must demonstrate the understanding of the requirements of Cork College of FET and how the tenderer would ensure that they will meet the specification in **Section 5 Detailed Specification of Requirements**.

Tenderers must demonstrate the following:

- Compliance with room operational requirements
- Usability
- Transformation Functionality
- Accessibility
- Durability
- Cable Management
- Future Flexibility

This criterion will be evaluated based on the totality of the Tenderer's response.



C	Design, Ergonomics & Innovation	15%	1,500	750
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Innovation will be evaluated only where it demonstrably improves:

- Operational Functionality
- Learner usability
- Accessibility
- Durability
- Lifecycle Efficiency

Tenderers must demonstrate the following:

- Ergonomic Quality
- Educational Usability
- Integration Quality
- Learner-Centred Design and
- Practical innovation

This criterion will be evaluated based on the totality of the Tenderer's response.

D	Project Delivery & Implementation Methodology	20%	2,000	1,000
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Tenderers must detail their approach to delivering the project, demonstrating a structured and logical implementation methodology to ensure timely delivery of the requirements.

Tenderers must demonstrate the following:

- Evidence that the proposed methodology is aligned with Cork ETB's requirements and priorities
- A realistic and coherent project plan to include milestones and timelines
- Identification of key project risks and proposed mitigation measures
- Appropriate allocation of resources throughout the project lifecycle

This criterion will be evaluated based on the totality of the Tenderer's response.

E	Warranty, Lifecycle & Maintenance	10%	1,000	500
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Tenderers must provide details of the following:

- Warranty Provisions
- Replacement Part Availability
- Maintenance Agreements
- Lifecycle Support
- Long-term Operational Sustainability

This criterion will be evaluated based on the totality of the Tenderer's response.



F	Environmental & Sustainability	5%	500	n/a
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Tenderer must demonstrate the environmental and sustainability measures incorporated into their proposal, including the following:

- Measures proposed to minimise environmental impact during production, delivery, implementation and operation
- How goods / components or systems are designed to be repaired, maintained and upgraded
- Use of recyclable or recycled materials where feasible
- Compliance with relevant EU Environmental and Waste Management legislation
- Measures to minimise packaging volumes and materials
- Consideration of environmental impacts across the full lifecycle

This criterion will be evaluated based on the totality of the Tenderer's response.

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

7.1 Methodology for calculating the Cost Score

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		

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



7.2 Post Tender Clarification

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

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period.

7.3 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract 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.

7.4 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.

7.5 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 award of any contract.



APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility, and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

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

Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as detailed below). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

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

The closing date for tenders is **Thursday, 16th July 2026 at 2pm**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition.**



(b) Language

Tenders must be submitted in English.

(c) Queries

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

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

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is **Monday, 6th July 2026 at 4pm**

For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

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

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

The Contracting Authority reserves the right to issue or seek written clarifications.

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

(d) Sufficiency & Accuracy of Tender

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



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

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

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

(f) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders no later than seven (7) calendar days before the original closing date.

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

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

(h) Cost of Preparation of Tender

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

(i) Tender Validity Period

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



(j) Currency and Payments

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

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 may roll out e-Invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an e-Invoice format that is compliant with the PEPPOL directive.

(k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer or subcontractor and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the *Ethics in Public Office Acts, 1995 and 2001*. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority, disqualify a tenderer or invalidate an award of contract.

(l) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. 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, or to those under EU and Irish Government Procurement rules. 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.

Please note the following statement which outlines the actions which will be undertaken by the Contracting Authority on foot of a Freedom of Information request.

Cork Education and Training Board is subject to the provisions of the Freedom of Information Acts 1997, 2003 and 2014.

Cork Education and Training Board propose that the following information relating to this tender competition will be published on our website in line with the Government's commitment in the Public Sector Reform Plan.

- (i) The total amount of the contract
- (ii) The name of the Contractor
- (iii) The purchase order number
- (iv) The date of the award

Cork Education and Training Board undertakes to hold confidential any information provided by you in this tender, subject to:

- (i) Disclosure of the information specified at 1 above as liable for release to the public.
- (ii) Cork Education and Training Board's obligations under law, including the Freedom of Information Act, which came into force for ETBs on 14th April 2015.

(m) 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.

(n) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland in accordance with section 523 of the *Taxes Consolidation Act 1997*. Any and all taxes applicable to the supply of the goods / services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the *Employment Equality Acts 1998-2015*, *National Minimum Wages Act 2000 (as amended)*, *Safety, Health and Welfare at Work Act 2005 (as amended)*, *Data Protection Act 2018* and *Official Secrets Act 1963 (as amended)*. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with Irish law.

(p) Dignity at Work

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

(q) Clarification of Tenders

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

(r) Correction of Errors

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



derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

(s) Change in the Composition of a Tender

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

(t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the *Criminal Justice Act 2018*, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(u) Notification of Tender Evaluations

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

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.

(v) Award Notices

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

(w) Policy on Personal Debriefings

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



(x) Copyright

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

(y) Brand Names, etc.

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

(z) Payment

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

(aa) Right Not to Award

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

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

(bb) Environmental Aspects

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

(cc) Accessibility

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



(dd) Knowledge and Skills Transfer

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

(ee) Collusive Tendering

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

(ff) Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

(gg) Consortia and Prime Subcontractors

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

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



Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a tender in response to this CFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The tenderer must clearly and comprehensively set out the name, title, telephone number, postal address and email address of the nominated contact personnel of the Prime Contractor authorised to represent the tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 to 2017 (as amended, the “2002 Act”) which makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

(ii) Changes in Legislation

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

(jj) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the *Irish Data Protection Acts 1988 to 2018*, the *General Data Protection Regulation (EU) 2016/679* on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other applicable law or regulation relating to the processing of personal data and to privacy, including the *E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communities) Regulations 2011*, as such legislation may be supplemented, amended, revised or replaced from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this call for tenders.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have



consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the tenderer in this competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk) Return of Signed Contracts

The successful Tenderer must sign and return the Contract and the Confidentiality Agreement, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Contract.

Where the signed Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with the above.



APPENDIX 2 – PRICING DOCUMENT

Please refer to separate Appendix 3 uploaded on eTenders. This document must be used for pricing and must be submitted in excel format as part of your tender submission

APPENDIX 3 – TENDER RESPONSE DOCUMENT (TRD)

Please refer to separate Appendix 3 uploaded on eTenders. This document must be used for pricing and must be submitted in excel format as part of your tender submission

The Form of Tender (Section 3.1 on TRD) must be signed

APPENDIX 4 – CONTRACT TERMS & CONDITIONS

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by winning tenderer

APPENDIX 5 – CONFIDENTIALITY AGREEMENT

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by winning tenderer

APPENDIX 6 – FLOOR PLANS X 5

Please refer to Appendix 6 uploaded on eTenders. These floor plans can be used as a suggested configuration. Please note that alternative approaches will be considered.