



## CALL FOR TENDER

|                                                        |                                                                                                                  |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Establishment of a Multi Party Framework Agreement for | 2026/25 Multi Party Framework Agreement for the supply and delivery of Promotional Clothing including Embroidery |
| Procedure                                              | Open Procedure- National                                                                                         |
| eTenders CFT ID                                        | 8660988                                                                                                          |
| Issue Date                                             | Thursday 16 July 2026                                                                                            |
| Closing Date for Queries                               | 7 August 2026@ 12:00 noon                                                                                        |
| Contact for Queries                                    | Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>                   |
| Closing Date / Time for receipt of Tenders             | 14 August 2026@ 12:00 noon                                                                                       |

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](http://www.etenders.gov.ie) Registration is free of charge and there is no charge for documents.

Please note that the contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The dates provided above are estimates at the time of issue of this Call for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via email to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via email to all parties who have expressed an interest in the competition

The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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## 1 Disclaimer

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

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

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

This ITT does not constitute an offer or commitment to enter into a Framework or Contract.

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

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

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

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

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

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

## 2 Summary

|                        |                                                                                                                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contracting Authority: | Louth and Meath Education Training Board                                                                                                                                                                                               |
| Nature of procurement: | 2026/25 Multi Party Framework Agreement for Promotional Clothing including Embroidery                                                                                                                                                  |
| Type:                  | Goods                                                                                                                                                                                                                                  |
| Procedure:             | Open Procedure                                                                                                                                                                                                                         |
| Stage in procedure:    | This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria. |

### 3 About the Contracting Authority

The Louth and Meath Education and Training Board (the “Contracting Authority”) is the authority responsible for this procurement.

**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 Louth and Meath Education and Training Board (the “Contracting Authority”) is the authority responsible for this procurement.

The Contracting Authority is an ETB responsible for the delivery of services in counties **Louth and Meath** and is one of 16 ETBs established under the *Education and Training Boards Act 2013*. The remit of Education and Training Boards, as statutory providers of education, is the provision of a comprehensive range of quality education programs to meet the needs of the community we serve. These can include, Primary and Post Primary Education, Post Leaving Certificate Programs, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education.

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

The Education and Training Boards Act 2013 provided for the establishment of 16 new education and training boards to replace the existing 33 VECs. On July 1st, 2013, Co Louth VEC and Co Meath VEC merged to form Louth & Meath Education and Training Board (LMETB).

Louth and Meath Education and Training Board (LMETB) is the largest comprehensive educational provider in the counties Louth and Meath. LMETB offer a comprehensive range of educational services incorporating primary, post primary further education and training services. More specifically, we manage 4 Community National Schools, one Community Special School, a Centre for European Schooling, 18 Post Primary schools including one school with Post Leaving Certificate provision. At Further Education and Training level, LMETB manages 8 Youthreach Centres, a Regional Skills and Training Centre, the Advanced Manufacturing Training Centre of Excellence (AMTCE), 2 dedicated Post Leaving Cert Colleges, 2 Music Generation Programmes and an extensive range of Adult Education Services to include Adult Learning Services, Community Education, Back to Education Initiatives (BTEI), VTOS, Evening Courses and Adult Guidance, Information and

Recruitment Services. LMETB is also joint patron of 6 Community Schools located in Ardee, Ashbourne, Athboy, Drogheda, Kells and Trim.

In respect of its ethos, LMETB is a dynamic organisation committed to excellence, innovation, and care in the education of young people and adults alike aiming to create meaningful, inclusive and lifelong learning experiences. Everything we do in LMETB is underpinned by five core values – Excellence in Education, Care, Equality, Community and Respect. Each school, college and centre within LMETB has proven itself as a centre of excellence in teaching, learning and assessment in its local community and the experience is one where a warm relationship exists between teachers/tutors, learners and the local communities in which they operate.

Supporting the ethos and values of LMETB is a vivid focus on the development and maintenance of the organisation's-built environment to ensure that property and estates are managed in a manner which is consistent with the organisation's Sustainable Policy and in line with Ireland's Climate Action Plan.

For more information on LMETB go to <https://www.lmetb.ie/>

ETBs and ETBI go to [www.etbi.ie](http://www.etbi.ie)

## 4 Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement for the Supply and delivery of Promotional Clothing including embroidery.

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

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

### 4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with **a minimum of two (2) operators**, subject to that number meeting the minimum criteria and rules.

### 4.2 Duration of the Framework Agreement

The framework agreement will be for 2 years, with the option to extend for 1 year, subject to a maximum of Two (2) years subject to satisfactory performance, business needs and budgetary constraints.

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

### 4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €130,000 (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement and will in any case never exceed the EU threshold of €216,000 (ex. VAT).

#### **4.4 Awarding Contracts under the Framework Agreement**

In the case of a multi-party framework agreement contracts may be awarded as follows:

- (a) Through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not in a position to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the framework members until the contract is awarded.
- (b) Where the Request for Quotes (RFQ's) is used to call off the service, each Framework Member appointed will be contacted to provide a response to the RFQ. Email will be the preferred means of communication.

RFQs will contain the following information:

- 1) RFQ Deadline Date and Time for quotes, by which responses MUST be received. Responses received after this date and time will not be accepted.
- 2) The List of goods required by the school/centre (The Requirement) and a template for pricing same.
- 3) The timeframe by which the order is required to be fulfilled.
  - Framework Members MUST confirm in their RFQ response that they can deliver the goods in the timeframe required.
  - Framework Members MUST provide a cost for each item in the list supplied.
  - The responses to the RFQ will be evaluated by school/centre and the framework members who responded to the RFQ will be informed of the outcome of the mini competition by email.

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

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at Appendix 3 of this Call for Tender.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1 Section (b) of this document

## 4.5 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member.

Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

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

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

### 4.6.2 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 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs due under the contract in the preceding month. All official invoices must quote a Contracting Authority purchase

order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

#### **4.6.4 Award to Runner Up**

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

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

#### **4.7 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 any other factors which might arise eg geo political changes.

## 5 Specification of Requirements for Initial Contract under the Framework (if applicable) OR Requirements under Framework Agreement

The framework agreement will be established on foot of this tender competition / a competition for an initial contract for the Supply and Delivery of Promotional Clothing including Embroidery

The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

### 5.1 Summary of Specification of Requirements

Tenders are invited under the Open Procedure from suitably qualified suppliers for the supply and delivery of Promotional Clothing including embroidery to schools and centres under the remit of LMETB. The specification and quantity of supplies generated is listed under the Pricing Schedule Appendix 5. It is intended to award a minimum of two (2) suppliers.

Please note the list of promotional clothing is generated for the purpose of this tender and does not guarantee that all items will be purchased or that additional items may be required.

Other specifications may be required and purchased over the period of the contract. The relative quantities are not known at this time, this will be confirmed at order stage by the school/centre. Each order will specify if print or embroidery should be used on the clothing.

You are required to provide prices for a sample basket of products for the purpose of the evaluation only. All items must be priced in the excel spreadsheet. **Prices quoted** must be all-inclusive (i.e. including but not limited to delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and inclusive of VAT. The Service Provider may be required to supply items that are not listed on the Pricing Schedule, on request from LMETB over the duration of any contract awarded and shall charge for any such items by benchmarking against tendered prices for similar items.

Applicants must not change, alter or manipulate either the description of the items or the quantities specified on these documents, **any tender found to have an alteration to the description or quantity will be disqualified.**

**All items must be priced.**

#### **Samples:**

Applicants will be required to submit samples to allow Louth Meath Education Training Board evaluate the quality of the items in question. The tender evaluation process will include an evaluation of sample goods submitted by tenderers to ensure compliance with specifications. In fact, a request for samples may be made at any time over the course of the tender competition and request for quotation resulting from the Framework Agreement.

**Samples must be delivered to Esther Burns, LMETB, Abbey Road, Navan, Co Meath C15 N67E on or before the deadline for submissions of responses which is Friday 14<sup>th</sup> August 2026 12noon.**

All Samples must be clearly marked as “Private and Confidential – Promotional Clothing” and name of the tenderer.

Samples will be evaluated under Award Criteria B.

A representative sample of goods will be evaluated on quality, durability and suitability for use.

A list of samples required is outlined in Appendix 4 of the RFT and details below.

**List of samples required below.**

- One sample required for each item.
- Size required is detailed below.
- Embroidered Logo to be included on each item.
- Logo to be positioned on left hand side of each item.
- Supplier to determine the exact shade of blue of the item to enhance the logo provided.
- Samples should be based on the description of each item provided below.
- Sample college logos provided Appendix 6. (DCFET logo)

| Item        | Description                                                                                                                                                                                                                     | Sample Required                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Half Zip    | Lightweight technical 1/4 Zip. Polyester/Elastane ranging from 80% upwards. Breathable and Moisture -wicking fabric. Stretch elastic cuff with binding. Half zip auto-lock with zip binding to include at least 1 zipped pocket | Yes<br>Colour Blue<br>Size Medium to include College Logo on left hand side.<br>Embroidered.<br>(DCFET)College Logo attached<br>Appendix 6 |
| Hoodies     | Fabric: Body 80% Cotton, 20% Polyester<br>Overlays: 65% Polyester, 35% Cotton. Ribbed cuffs and hem. Hoody to include pockets                                                                                                   | Yes<br>Size Large<br>Colour Blue<br>To include college logo on left hand side embroidered. College logo attached<br>Appendix 6             |
| Polo Shirts | Self-fabric collar. Stretch fabric. Three button placket. Optional side slits                                                                                                                                                   | Yes<br>Size XL<br>Colour Blue to include college logo on left hand side embroidered. College logo attached<br>Appendix 6                   |
| Jackets     | Soft-shell Jackets with college logo. Mechanical stretch woven with waterproof, breathable membrane and water repellent finish of minimum 95% Polyester, no less than 270 g/m2, Adjustable cuffs with hook and loop closure.    | Yes<br>Size Large<br>Colour Blue<br>College logo on left hand side embroidered. Logo attached<br>Appendix 6                                |

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The cost of delivery and collection of these samples will be borne by the Tenderer. The Tenderer is responsible for ensuring safe delivery of all samples to the Contracting Authority.

Tenderers are required to provide a detailed specification of the services that they will provide, covering at a minimum all the points outlined in this document. If certain services are not offered, this should be stated specifically.

Tenderers should respond to each of the requirements in the same order as listed. Yes/No answers will not suffice in most cases.

Where reference is made in the technical specification to any particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words “or equivalent”. These references are provided only where it is not otherwise possible for a sufficiently precise description to be

Contact must be made with the school/centre authority prior to delivery of goods on site, details outlined in Appendix 5. It is imperative that goods are checked, agreed and signed off by the nominated school authority and winning Tenderer. Faulty or incorrect items must be addressed on delivery. Any packaging or waste materials resulting from delivery of the Promotional Clothing **must** be removed from site on the same day. It is LMETB’s policy to support an environmentally friendly approach to the disposal of waste materials throughout the supply chain and in this regard, Tenderers should confirm their compliance with waste disposal regulations in Ireland.

#### **5.1.1 Application of Variants**

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

### **5.2 Delivery Locations**

Delivery is required to the following locations;

Drogheda College of Further Education  
Dunboyne College of Further Education

Delivery may also be required by all schools and centres under the remit of LMETB.

<https://www.lmetb.ie/>

### **5.3 Volumes**

In 2025 the total value of orders for Promotional Clothing including Embroidery totalled an amount of €27000 including vat.

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In 2024 the total value of orders for Promotional Clothing including Embroidery totalled an amount of €39,000 including vat.

The volumes cannot be guaranteed but orders will be placed subject to funding from the Department of Education and Skills and SOLAS.

## 5.4 Pricing

The Contracting Authority encourages tenderers to price for all items on the Tender Response Document Pricing Element (Appendix 5 – List of Supplies) Should there be items on the pricing schedule that you currently do not stock/provide and therefore may opt not to price the Contracting Authority propose to evaluate your submission as follows:

**Where a zero price is submitted against an item, it will be replaced by the highest quote received for that item, for the purpose of evaluation.**

Tenderer would be expected to supply a minimum of 95% of the goods on the list as per Appendix 5 List of Supplies.

Prices quoted must be all-inclusive (i.e. including but not limited to delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate should be indicated separately.

Tenderers must confirm that all prices quoted in the Tender will remain valid for the first six months of the contract. LMETB acknowledges that the market is volatile at present with respect to supplies etc. due to the increased costs for raw materials and shipping costs across the various product categories. Tenderers must confirm that all prices quoted in their Tender response will remain valid for 6 months commencing from the effective date of contract.

Following expiry of this period, the school centre will issue a Request for Quotation for their requirements.

Pricing for such goods should be benchmarked against the pricing schedule for similar goods. Following expiry of this period, LMETB will draw down from the framework on a request for quote basis on market values at the time of order.

The Contracting Authority understands that items listed in this RFT may go to end of life during this agreement. The winning vendor, as our preferred supplier may be asked to provide new models under the terms of this agreement.

LMETB will not be required to pay any or all the costs of the goods/services before delivery.

## 6 Evaluation Criteria

### 6.1 Selection Criteria

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

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

#### 6.1.1 General Information relating to the Tenderer

Please provide company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

#### 6.1.2 Legal Compliance

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

#### 6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Confirmation that your turnover exceeded €100,000<sup>1</sup>  
For each of the last three years;  
**Or**  
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.

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<sup>1</sup> In line with EU and national legislation, and to support SME participation in public procurement, the minimum yearly turnover required should not exceed (and can be lower than) twice the estimated contract value, except in justified cases.

| Insurance Type <sup>2</sup>    | Minimum Indemnity limit | Excess required |
|--------------------------------|-------------------------|-----------------|
| Employers Liability            | €13m                    |                 |
| Public Liability               | €6.5m                   |                 |
| Product Liability (goods only) | €6.5m                   |                 |

LMETB require notation of indemnification on insurance policy

By submitting a tender, Tenderers confirm that, (i) they will obtain and hold the types and levels of insurance as specified above, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

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

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

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

#### 6.1.4 Technical Capacity Pass/Fail

- (i) Previous Contracts tenderers must have previous experience of supplying goods of a similar nature to a multi-site education/training related organisation. RULE: Tenderers must provide details of three contracts of a similar nature within the last 3 years. The successful tenderer reference sites will be checked by the Contracting Authority at award stage so please ensure the contact details are up to date
- (ii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.
- (iii) Health & Safety - Details of health and safety policies and whether 3<sup>rd</sup> party certified.

- (iv) Environmental – Details of environmental policies and systems in place and whether 3<sup>rd</sup> party certified.

#### **6.1.5 Status of European Single Procurement Document (ESPD)**

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed Tender Response Document. Mere confirmation **will not** be sufficient under these headings.

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

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

#### **6.2 Award Criteria**

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

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

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                          | Weighting | Maximum Score | Minimum Score Required |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------|---------------|------------------------|
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ultimate Cost to the Contracting Authority over the life of the contract | 35%       | 3,500         | n/a                    |
| <p>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document and the Pricing Schedule (Appendix 5)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                          |           |               |                        |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Quality and fitness for purpose of the products offered                  | 35%       | 3500          | 50%                    |
| <ul style="list-style-type: none"> <li>Tenderers should demonstrate that the quality of the goods is fit for purpose and suitable for the Contracting Authority.</li> <li>Tenderers need to ensure the goods are of a durable nature.</li> <li>Tenderers should provide details in the tender response document of the goods manufacturers.</li> <li>Please describe how your proposed goods meet or exceed the minimum requirements set out in section 4 of this CFT.</li> <li>Please describe why your proposed goods are the very best within a school / college environment.</li> <li>Samples will be evaluated under Award Criterion B.</li> <li>A representative sample of goods will be evaluated on quality, durability and suitability for use. A list of samples required is outlined in Appendix 4 of the CFT</li> </ul> |                                                                          |           |               |                        |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Delivery schedules offered                                               | 5%        | 500           | 50%                    |
| <ul style="list-style-type: none"> <li>Tenderers should indicate lead times from order to delivery.</li> <li>Tenderers should indicate proposed delivery schedule for the goods and delivery times.</li> <li>Please indicate response times for urgent orders.</li> <li>Your proposal under this element should address how the Tenderer will meet the specific delivery dates for delivery as this is critical to the contract.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                          |           |               |                        |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | After Sales/Customer Support Service                                     | 10%       | 1000          | 50%                    |
| <p>Tenderers should address the following elements in their response:</p> <ul style="list-style-type: none"> <li>Details of contract management team for this contract</li> <li>Management of Queries</li> <li>Response times to customer queries and complaints</li> <li>Policy for returns and replacement goods, and timelines</li> <li>Replacement of damaged or faulty goods</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                          |           |               |                        |

- *Invoicing procedure as per contracting authority, including issuing of credits*

|   |                  |    |     |     |
|---|------------------|----|-----|-----|
| E | Order and Supply | 5% | 500 | 50% |
|---|------------------|----|-----|-----|

Tenderers should provide information in the Tender Response Document provided to enable the Contracting Authority to assess their offer in relation to the following:

- Orders and Cancellations
- Continuity of supply – to establish the extent to which the Contracting Authority may place due confidence in the tenderers ability to provide the goods as specified
- Range of sizes for children, ladies and men
- Sustainable material where possible
- Range of colours
- Required - Logo on left-hand side of clothing
- Required – Delivery of clothing should be in packs by size
- Option of additional logo on righthand side
- Option of additional words embroidered on item
- Option of additional logo on righthand side
- Option of initials embroidered on item
- Samples for additional items not listed on Appendix 4 over duration of the framework may be required

|   |                                                          |     |      |     |
|---|----------------------------------------------------------|-----|------|-----|
| F | Commitment to Sustainability, Innovation and value Added | 10% | 1000 | 50% |
|---|----------------------------------------------------------|-----|------|-----|

LMETBs aim is environmentally friendly clothing.

Tenders must clearly and comprehensively demonstrate how they will ensure sustainability in the provision of the goods and associated services. This may include but not be limited to the following:

- Demonstrate how you endeavour to purchase environmentally friendly materials where appropriate
- Demonstrate how your organisation proposes to manage recycling, packaging waste and end of life products. Include details such as, membership of REPAK (Repak membership) or equivalent and WEEE (Waste Electrical and Electronic Equipment) or equivalent, to reduce environmental impact.
- Demonstrate the energy efficiency measures you have or propose to implement over the duration of the agreement

Minimum Requirements: Tenderers must achieve the minimum marks allocated to each of the qualitative sub-criteria. Failure to achieve the minimum mark in any one of the qualitative sub-criteria will result in the elimination of the Tender from the Competition.

## Evaluation Process

### **Step 1: Evaluation of Qualitative Sub-Criteria**

A total of 6500 marks is allocated across the qualitative criteria, which equates to 65% of the overall marks available.

For each of the non-cost sub-criteria included in Table 1 above, the scoring methodology set out in Table 2 will apply.

In accordance with the scoring methodology:

- A) the tender evaluation panel will determine into which of the six bands the response falls. The available marks for each criterion are divided evenly amongst bands 1-5.
- B) the tender evaluation panel will then assign a mark within the scoring range of the selected band depending on the quality of the response.

**NOTE 1:** Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (F) in order to avoid elimination from the competition. Qualitative criteria will be scored using the following baseline scoring system:

| No.                                                                                                                                                                                                                                                                                                                                                                                                                       | Score     | Category     | Description                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5                                                                                                                                                                                                                                                                                                                                                                                                                         | 90 – 100% | Exceptional  | An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.                                                              |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                         | 80 – 89%  | Excellent    | An excellent response demonstrating excellent understanding offering assurance to client – fully supported.                                                                                          |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                         | 70 – 79%  | Very good    | A very good response demonstrating very good understanding offering assurance to client – strongly supported.                                                                                        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                         | 60 – 69%  | Good         | A good response demonstrating good understanding offering assurance to client – well supported.                                                                                                      |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                         | 50 – 59%  | Acceptable   | An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.                                                                                |
| 0                                                                                                                                                                                                                                                                                                                                                                                                                         | 0 – 49%   | Unacceptable | A response which fails to address the criterion to the required standard or presents risk of non-performance; is therefore deemed inadmissible and therefore not eligible for further consideration. |
| Example: Where the maximum mark available for a qualitative sub-criterion is 1000 and the tender evaluation panel determines that the response falls under the “very good” description (Scoring Band 3), then the evaluation panel may award a minimum of 70% of the total marks available (i.e. 700 marks) and a maximum of 79% of the total marks available (i.e. 790 marks), dependant on the quality of the response. |           |              |                                                                                                                                                                                                      |

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

## Step 2: Evaluation of Costs

For the purpose of this Competition, Tenderers are required to quote a Total Fixed Price Sum to deliver the goods required. There is a total of 3500 marks allocated to the cost award criterion, which equates to 35% of the overall marks available. The Tender that proposes the lowest Fixed Price Sum will receive 100% of the marks available. All other Tenders will be scored using the following formula:

|               |   |                                                                                                                      |                            |
|---------------|---|----------------------------------------------------------------------------------------------------------------------|----------------------------|
| Cost<br>Score | = | $\frac{\text{Lowest Tendered Total Fixed Price Sum}}{\text{Tendered Total Fixed Price Sum under evaluation}} \times$ | Maximum Marks<br>Available |
|---------------|---|----------------------------------------------------------------------------------------------------------------------|----------------------------|

The total marks achieved for the qualitative award criterion and sub-criteria (Step 1) will be added to the total marks achieved for the cost criterion (Step 2) to arrive at a Total Overall Score. The Tender with the highest Total Overall Score will be deemed to be the MEAT and will be deemed successful, subject to meeting all other requirements of this SRFT.

Tender respondents should note that:

- LMETB are not bound to accept the lowest priced, or any, Tender. LMETB reserves the right not to award the contract or place any orders as a result of this tender competition. No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by or on behalf of LMETB. The award of the contract will not give rise to any enforceable rights by the successful Tenderer. LMETB may cancel this competition at any time prior to a contract being executed.
- Tenderers should elaborate on all points addressed in the requirements section in order to gain as many points as possible. Merely repeating the mandatory requirements set out in these specifications without going into detail or adding any value will result in a very low score.
- Tenderers will be required to ensure that their tenders provide detailed information on their offers for assessment against the award criteria stated above. This will enable LMETB to assess all tenders fully and score them appropriately.

LMETB reserves the right to interview individual Tenderers, and/or contact referees prior to awarding the contact

### **6.2.1 Post Tender Clarification**

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

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

### **6.2.2 Verification**

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

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

### **6.2.3 Clarification of Abnormally Low Tenders**

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

### **6.2.4 Right to Confirm Suitability**

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

## APPENDIX 1 - INSTRUCTIONS TO TENDERERS

### (a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on [www.etenders.gov.ie](http://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](http://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 **Friday 14<sup>th</sup> August 2026 12.00 noon**

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

### (b) Language

Tenders may be submitted in English or Irish.

### **(c) Queries**

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

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

All queries regarding this tender should be through the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). The closing date for receipt of queries is [7 days before Closing Date] unless otherwise published by the Contracting Authority. **For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

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

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

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

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

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

### **(d) Sufficiency & Accuracy of Tender**

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

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

The Contracting Authority reserves the right to disqualify incomplete tenders.

#### **(e) Qualification of Tenders and Referential Bids**

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

#### **(f) Extension of Tender Period**

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

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

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

#### **(h) Cost of Preparation of Tender**

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

#### **(i) Tender Validity Period**

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

#### **(j) Currency and Payments**

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

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

**Note:** The Contracting Authority will be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

#### **(k) Conflict of Interest**

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer or subcontractor and the Contracting Authority or employees of the Contracting Authority

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or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001. Failure to disclose a conflict of interest may at the absolute discretion of the Contracting Authority disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

### **(l) Freedom of Information Acts**

All responses to this call for tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its confidentiality or commercial sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

### **(m) Tax Clearance**

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: [nonrestaxclearance@revenue.ie](mailto:nonrestaxclearance@revenue.ie). the Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

### **(n) Withholding Tax**

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland in accordance

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with section 523 of the Taxes Consolidation Act 1997. Any and all taxes applicable to the supply of the subject of this competition will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

**(o) Irish Legislation and Law**

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

**(p) Dignity at Work**

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

**(q) Clarification of Tenders**

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

**(r) Correction of Errors**

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

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

**(s) Change in the Composition of a Tender**

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

**(t) Interference and Inducement to Purchase**

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and

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comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

#### **(u) Notification of Tender Evaluations**

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

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

#### **(v) Award Notices**

Following the formal conclusion of the framework agreement, an award notice will be despatched to tenders announcing the results of the competition.

#### **(w) Policy on Personal Debriefings**

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

#### **(x) Copyright**

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

#### **(y) Brand Names, etc.**

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

**(z) Payment**

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

**(aa) Right Not to Award**

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

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

**(bb) Environmental Aspects**

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

**(cc) Accessibility**

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

**(dd) Knowledge and Skills Transfer**

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

**(ee) Collusive Tendering**

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

**(ff) Confidentiality**

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

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

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

**(gg) Consortia and Prime Subcontractors**

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

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

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

**(hh) Anti-Competitive Conduct**

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

**(ii) Changes in Legislation**

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

**(jj) Data Protection**

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data

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Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

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

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the tenderer in this competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition. The tenderer shall comply with all of its obligations under the Data Protection Laws.

**(kk) Transfer of Undertaking and Protection of Employees (TUPE)**

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the TUPE Regulations.

### APPENDIX 3 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

**Separate Document attached.**

#### APPENDIX 4 – Samples

See separate document attached.