



wwetb
Bord Oideachais agus Oiliúna
Phort Láirge agus Loch Garman
Waterford and Wexford
Education and Training Board

REQUEST FOR TENDER (RFT)

MULTI-PARTY FRAMEWORK AGREEMENT

Title of competition:		The establishment of seven (7) multi-party framework agreements for the following lots:
Lot No.	Lot Description	
#1	Business; ICT & Digital Skills (General & Technical)	
#2	Construction, Built Environment; Green Skills; Engineering; Manufacturing Skills; Welding, Fabrication & Metal Engineering Skills	
#3	Transport, Logistics & Distribution Skills	
#4	Hospitality; Tourism & Sport; Leisure Skills	
#5	Creative Arts, Digital Media; Audio, Visual; Broadcasting, TV/Film/Screen Skills	
#6	Life Sciences Cleanroom Operations; Pharmaceutical Manufacturing Skills	
#7	Health; Family; other Social Services Skills	
Contracting Authority:		Waterford and Wexford Education and Training Board
Procedure:		Single Stage Procedure with Negotiation based on Title III Services under Directive 2014/24/EU
eTenders CfT Resource ID:		8744729
Issue Date:		29 th July Month 2026
Closing date and time for Queries:		Monday 10 th August 2026 at 12 noon Irish Standard Time
Closing date and time for submission of Tenders:		Monday 24 th August 2026 at 12:00 noon Irish Standard Time
Submission of Queries via:		Messaging facility on eTenders only.
Submission of Tenders:		Electronic submission facility on eTenders only.
Notes:		
- Please note that information relating to this qualification stage, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. - Please upload your response as a ZIP FILE to protect the integrity of the file names.		

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Disclaimer

This Request for Tenders (RFT) 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.

At its absolute discretion, the Contracting Authority may elect to terminate this procurement process at any time, or any contract awarded in accordance with the agreed termination provisions of the contract.

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tender considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

If any individual member of a Tenderer grouping is included in more than one tender for this competition, each individual or lead in a group must provide a statement declaring that they are aware of this ‘multiple participation’ and this has been brought to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Tenderer to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

Use of eTenders

Please note that information relating to this Request 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 accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support:
<https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Use of a Tender Response Document

The Contracting Authority have provided two Tender Response Documents (TRD) as a separate documents for tenderers to use in preparing their response to this tender.

- PART A – should only be completed once, irrespective of the number of lots being tendered;
- PART B – should be completed separately for each lot.

These document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRDs (PART A and PART B), the following documents form part of the tender documentation to be considered as part of the tender preparation:

- Appendix 1 – Pricing Schedule
- Appendix 2 – Operation Document
- Appendix 3 – Draft Framework Agreement Terms and Conditions
- Appendix 4 – Draft Services Contract
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1 About the Contracting Authority

1.1 The Contracting Authority

Waterford and Wexford Education and Training Board (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement. The Contracting Authority may also be referred to as WWETB.

Further information is available at our corporate website www.wwetb.ie.

1.2 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.

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

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.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful may be required to establish legal personality to enter the framework agreement/contract.

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 or other grouping, 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, personnel, previous experience) and or to deliver contracts. 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/contract on behalf of all members. The Contracting Authority will not act as an arbitrator between members of the grouping.

2 About the Framework Agreement

2.1 Type of Framework Agreement

The Contracting Authority invites tenders with the aim of establishing seven (7) multi-party framework agreements. Thereafter that framework member is entitled to be considered for all contracts within the scope of the framework agreement.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration and within a specified scope and value, individual contracts may or may not be awarded.

2.2 Choice of Procedure

As the framework relates to the award of a:

- Title III Services in accordance with Art. 74 of Directive 2014/24/EU

the choice of procedure is open to the Contracting Authority. On this occasion the Contracting Authority has chosen to use a single stage procedure involving negotiation which involves the following stages.

- **Tender Stage**

Tenders are invited from all interested market players. This Request for Tender includes selection criteria, a minimum based specification, award criteria and pricing documents and against which tenderers are invited to submit tenders.

The Contracting Authority will evaluate those tenders against the award criteria and reserves the right to:

- (a) Move straight to an award decision, without negotiation
- (b) To invite all firms to negotiation meetings.
- (c) To apply the successive reduction rule based on the results of the evaluation results, particularly where there is a significant disparity in the scores awarded to reduce the number of firms invited to the negotiation phase.

- **Negotiation Stage**

Where an invitation to attend a negotiation meeting is issued, it should be noted that all aspects of the tender submitted may be discussed, including qualitative and cost elements.

Those tenderers will subsequently be invited to submit a Best and Final Offer (BAFO), which will be assessed against the award criteria.

It should be emphasised that the Contracting Authority reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.

Note: The Contracting Authority may also employ the negotiated procedure in the case of direct awards under the cascade process and/or mini competitions.

2.3 Scope of Requirements under the Framework Agreement

2.3.1 The Scope of the Framework Agreements

The framework agreements covering the following seven (7) lots:

Lot Number	Lot Description	Envisaged number to be admitted to the framework agreement
#1	Business; ICT & Digital Skills (General & Technical)	3
#2	Construction, Built Environment; Green Skills; Engineering; Manufacturing Skills; Welding, Fabrication & Metal Engineering Skills	3
#3	Transport, Logistics & Distribution Skills	3
#4	Hospitality; Tourism & Sport; Leisure Skills	3
#5	Creative Arts, Digital Media; Audio, Visual; Broadcasting, TV/Film/Screen Skills	3
#6	Life Sciences Cleanroom Operations; Pharmaceutical Manufacturing Skills	3
#7	Health; Family; other Social Services Skills	3

In the absence of sufficient numbers qualifying for admittance to each framework, the Contracting Authority reserves the right to establish the framework with the qualifying parties, even where this may result in only one party qualifying.

Where there is a narrow score differential of less than 5% of the marks between 3 and the next ranked tender(s), the Contracting Authority will invite such tenderer(s) to join the framework.

2.4 Awarding Contracts under the Framework Agreement

Call-off contracts under the multi-party framework agreements may be awarded based on the following methods and in the circumstances described below. Please note that the tendered rates under any call-off contracts must not exceed the maximum rates as established under the framework, where applicable.

2.4.1 Cascade Method

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able 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.

Please note that the cascade method will be used in the award of all contracts under the framework agreement.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in the Framework Terms and Conditions and relegate the first ranked member to the bottom

position on the cascade list for poor performance. For the avoidance of doubt this clause outlines the application of a relegation process as follows:

Ranking Relegation Procedure

The Contracting Authority reserves the right to relegate the First-Ranked Framework Member and move them to last position in the ranking under one of the following circumstances:

*Where the First-Ranked Framework Member has not accepted a Call-Off Request on more than **one (1) occasion**.*

*Where the First-Ranked Framework Member does not perform a Call-Off Contract to the requirements set out in this Framework Agreement or the Call-Off Request on more than **two (2) occasions** and the Contracting Authority is not satisfied with the reasons provided by the First-Ranked Framework Member to justify the poor/non-performance;*

Note: in certain circumstances where value for money / performance / curriculum content mitigates, then a mini competition among all framework members will operate.

2.5 Duration of the Framework Agreement

The initial framework agreement duration is anticipated to be for a minimum period of six months, with the option to extend for a further six months. In circumstances where the Contracting Authority needs to extend the framework, it shall invoke this right for a maximum of two (2) additional periods of six months. For the avoidance of doubt the framework may well operate for a maximum period of two (2) years.

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.

NOTE: It is anticipated that a new national procurement arrangement for contracted training for all ETBs will be established within the next twelve months, and subject to that procurement arrangement meeting the needs of WWETB (in relation to value for money, performance, suitability for the needs of the Contracting Authority), this framework agreement may be terminated.

2.6 Estimated Value for the Framework Agreement

It is envisaged that the expenditure over the first two x 6-month periods is in the region of €4 million. This is expected to be the maximum spend likely to arise. In the event that the options outlined above are deemed necessary, the maximum framework value over the entire 2-year period will not exceed €8.6 million excluding VAT over the maximum.

2.6.1 Estimated Value of the Individual Lots

The estimated value of each lot is as follows:

Lot Number	Lot Description	For information purposes expenditure based on Year 2024	Maximum Estimated Value of Framework
#1	Business; ICT & Digital Skills (General & Technical)	€300,000	€750,000
#2	Construction, Built Environment; Green Skills; Engineering; Manufacturing Skills; Welding, Fabrication & Metal Engineering Skills	€1.3 million	€2,500,000
#3	Transport, Logistics & Distribution Skills	€900,000	€2,000,000
#4	Hospitality; Tourism & Sport; Leisure Skills	€100,000	€350,000
#5	Creative Arts, Digital Media; Audio, Visual; Broadcasting, TV/Film/Screen Skills	€500,000	€1,250,000
#6	Life Sciences Cleanroom Operations; Pharmaceutical Manufacturing Skills	€250,000	€750,000
#7	Health; Family; other Social Services Skills	€400,000	€1,000,000
		€3.75 million	

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreements.

Given the variations in needs for contracted training across the total number of lots, the Contracting Authority may ultimately spend more or less than the estimated individual framework values. The overarching figure for this procurement is the maximum value outlined in 2.6 above, thus once financial cover is available in the maximum value, individual lot frameworks may exceed the estimated value outlined per lot.

2.7 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	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/negotiation meetings (if anticipated)	Where deemed necessary within 10 working days of the closing date.
Award decision	Late August / Early September 2026
Framework Agreement Commencement	Mid / Late September 2026

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

2.8 Awarding Contracts under the Framework Agreement

Contracts under this single-party framework agreement may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

2.9 Right to tender outside of the Framework Agreement

The Contracting Authority intends to use the framework agreement 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 member. Admission to a framework agreement does not guarantee the award of any contract, nor does it give the framework member the right to be consulted in respect of, or tender for, any contract.

2.10 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers of this document.

NOTE: Failure to comply with the terms and conditions of the contract may result in corrective action by the Contracting Authority. Such action may include the issuing of formal warning letters, the application of financial penalties, or any other measures deemed appropriate in accordance with the contract provisions.

2.11 Award to Runner Up

If, following the award of any contract under this framework agreement, 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 terminate the framework membership and award the framework agreement to the next highest scoring tenderer emerging from the original process at any time during the tender validity period.

3 Detailed specification of requirements

3.1 Detailed Specification of Requirements for each Framework Agreement

The framework agreements will be established on foot of this tender competition

3.1.1 Lot 1 - Business; ICT & Digital Skills (General & Technical)

The following categories of courses are required under this lot:

- 1) Business, Management & Enterprise
- 2) Finance & Office Systems
- 3) ICT & Digital Technologies
- 4) Media & Communications
- 5) Administrative/Clerical Skills
- 6) Education & Training
- 7) Artificial Intelligence (AI)
- 8) Core Personal Skills
- 9) Finance, Accounts and Office Systems

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.2 Lot 2 - Construction, Built Environment; Green Skills; Engineering; Manufacturing Skills; Welding, Fabrication & Metal Engineering Skills

The following categories of courses are required under this lot:

- 1) Construction & Built Environment
- 2) Green Skills, Energy & Sustainability
- 3) Environmental & Climate Action Skills
- 4) Electrical Engineering Skills
- 5) Mechanical Engineering Skills
- 6) Manufacturing Skills
- 7) Science & Technology Skills
- 8) Natural Resources Skills
- 9) Built Environment Skills
- 10) Welding, Fabrication & Metal Engineering Skills

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.3 Lot 3 - Transport, Logistics & Distribution Skills

The following categories of courses are required under this lot:

- 1) Transport & Logistics Operations
- 2) Practical & Certified Training
- 3) Transport Engineering & Technical Skills

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.4 Lot 4 - Hospitality; Tourism & Sport; Leisure Skills

The following categories of courses are required under this lot:

- 1) Hospitality & Food/Beverage Services
- 2) Tourism & Accommodation
- 3) Sport & Leisure

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.5 Lot 5 - Creative Arts, Digital Media; Audio, Visual; Broadcasting, TV/Film/Screen Skills

The following categories of courses are required under this lot:

- 1) Creative Arts & Design (including Make-up, Prosthetics, Sculpting Practical Skills)
- 2) Film, TV & Screen Production
- 3) Digital Media Production & Editing
- 4) Audio, Visual & Broadcasting Skills

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.6 Lot 6 - Life Sciences Cleanroom Operations; Pharmaceutical Manufacturing Skills

The following categories of courses are required under this lot:

- 1) Life Sciences
- 2) Cleanroom Operations & Compliance
- 3) Packaging & Process Operations

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.1.7 Lot 7 - Health; Family; other Social Services Skills

The following categories of courses are required under this lot:

- 1) Healthcare Support (QQI Level 5)
- 2) Care Skills
- 3) Care of the Older Person
- 4) Intellectual Disability Studies

- 5) Infection Prevention & Control
- 6) Palliative Care Support
- 7) Special Needs Assistant

Note: additional courses within this family of courses may be required / developed over the life of the framework.

3.2 Contract Specifics

Tenderers are requested to consider the content of Appendix 2 – Operational Document which provides **Guidelines for the Operation of the contracts for the framework**

3.2.1 Skilled Training Resources

All training must be delivered at Senior or Intermediate level. Junior trainers will **not** be accepted.

3.2.2 Venues

Contract training is generally delivered in venues identified as mutually agreeable between the Contracting Authority and the nominated contractor. This may be at local venues or at WWETB training facilities. Where specialist technical facilities are required and available within the ETB these facilities will automatically be the preferred venue.

Third party costs relating to venues are reimbursed on the basis of vouched expenses. Venues must be independent of the contractor, and it is prohibited to use venues where any personal or commercial relationship exists.

3.2.3 Contractor Engagement

Contractors with specialist knowledge or expertise are required when resources cannot be sourced internally. This typically arises in the context of programme development, curriculum review, or the delivery of specialised training and services. Where contractors are engaged to develop courses on our behalf, they are involved from an early stage through meetings, briefings and consultation discussions, as appropriate. This ensures a clear understanding of programme objectives, learner needs, compliance requirements and expected outcomes, while enabling effective collaboration throughout the course development process.

3.2.4 Course Scheduling

Scheduling arrangements are generally agreed 4–5 weeks in advance. Where shorter notice is required, the Contracting Authority will work collaboratively with contractors to ensure schedules meet both organisational and contractor requirements.

3.2.5 Typical duration range of programmes

Given the diversity of training topics and student needs, programmes can range between 2 weeks to 52 weeks – currently the longest course is 43 weeks.

The duration will be agreed between the Contracted Training Manager and the Contractor.

3.2.6 Development of Course Material

The majority of courses are already well established and developed. It would only be in the event of a course review or the development of a new programme, where the required expertise is not available in-house, that we would engage a contractor to design and develop course content.

If it is a new course, the Contracting Authority would require the contractor to be involved, to secure a Subject Matter Expert to work with our Quality Assurance Department.

Note: The Intellectual Property of all courses developed on behalf of WWETB remain the property of WWETB.

3.2.7 Monitoring Performance

The Contracting Authority monitors and evaluates the performance of training contractors through a structured contract management and supplier relationship management process. This includes regular review meetings, monitoring of learner attendance, retention, completion and certification outcomes, assessment of learner and employer feedback, review of quality assurance compliance.

Contractors are required to provide management information and performance reports throughout the contract period, enabling The Contracting Authority to assess progress against agreed targets, contractual requirements and funding conditions. Where performance issues are identified, corrective actions are agreed and monitored to ensure continuous improvement, value for money, and the delivery of high-quality training programmes that meet the needs of learners, employers and funding bodies. The Contracting Authority also reserves the right to carry out audits and compliance reviews to ensure adherence to all contractual, financial, governance and quality assurance requirements.

3.2.8 Employment Progression

Employment or training/education progression is a key measure of programme success.

Service Providers will be required to track and report learner employment outcomes at three stages:

- On completion of the course;
- Three months following programme completion, and
- Six months following programme completion.

The Contracting Authority will issue a standard template to facilitate the collection and reporting of this information. Completed returns must be submitted within the specified timeframe to enable the Contracting Authority to monitor employment outcomes, assess the effectiveness of the training provision, and inform future funding and programme planning decisions. This information will form part of the overall contractor performance review process.

3.3 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract 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 monthly or as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

The Contract Manager will meet with the appointed Contracting Authority's Contract Manager on a regular basis in person or virtually, to review performance in accordance with the framework/ contract.

3.3.1 Deputy Contract Manager

Tenderers must provide the name and contact details of a second member of staff who can deputise for the principal Contract Manager during planned or unplanned absences.

3.3.2 Communication plan

Tenderers must provide their proposed method and schedule of communication. That is how and when the appointed Contracting Authority's Contract Manager will be updated on the status of the contract. Tenderers must also provide details of the planned frequency of operational and strategic reviews.

The successful tenderer is required to propose a schedule of communication for the provision of the services. This will be agreed with the Contracting Authority and will form part of the Service Level Agreement.

3.3.3 Escalation Procedure

Tenderers must provide an escalation procedure identifying their nominated staff members who will act as escalation points should issues not be readily resolved with the nominated Contracting Authority point of contact.

This escalation will not happen without the relevant members of staff being informed.

3.3.4 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework operator. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated the Contracting Authority reserves the right to revert to the tenderer who finished in second place in this competition within the tender validity period.

NOTE: Tenderers should note that contract management activities will be non-billable.

3.4 Sustainability Requirements

It is the policy of the Contracting Authority to look at ways of reducing its impact both directly and indirectly on the environment and generate positive social impacts from all its procurement activities. The following is a list of potential areas that may be targeted over the lifetime of the framework agreement.

Tenderers must demonstrate their proposals for integrating sustainable practices and inclusive delivery of services.

The list below is only an indication and tenderers may address other relevant areas as well:

- **Reduction of Environmental Impacts**

Tenderers are encouraged to identify practical steps to minimise environmental impacts in the delivery and administration of training, including but not limited to:

- Reducing paper use
- Printing
- Physical resources
- Initiatives to minimise carbon usage.

- **Sustainable Delivery**

Tenderers are asked to identify measures which would mitigate travel barriers for students, such as use of locations which are easily accessible including public transport options, other initiatives, such as localized "pop-up" learning environments, etc.

- **Accessibility and Inclusive Practice**

Tenderers are asked to explore means of designing training delivery, which is accessible and inclusive for all learners, including those with disabilities or facing disadvantage. This may include:

- Adaptation of materials and delivery methods
- Supports to enable participation
- Approaches to ensuring equitable access to programmes

Tenderers may also refer to their existing formal environmental or sustainability policies, certifications, or organisational commitments, however they must also describe how the above policies and certifications apply to the specific services to be provided under the Framework(s).

3.5 Innovation / Added Value

Tenderers are encouraged to consider any innovative approaches that enhance training delivery and provide added value to the Contracting Authority. This may include:

- New delivery models or technologies
- Enhanced learner supports
- Ways in which your organisation contributes beyond the core contract (e.g. community engagement, additional resources, pilot initiatives, or service improvements)

4 Selection criteria

The Contracting Authority is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's compliance with the selection and exclusion grounds, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

4.1 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 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime Entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractors) **will not** be accepted or responded to.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability 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.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 3.1 of the TRD (Part B) the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 3.1 of the TRD (Part B), the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.
- Ensure Section 3.1 of the TRD (Part A & B) (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded membership of the framework.

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference contracts per lot) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 3.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

4.3 General Information, Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the TRD. 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.

General Information COMPLETE IN TRD PART A

Tenderers must provide contact and general information on the tendering organisation - organisation official 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. Please complete this section in the TRD.

Financial and Economic Standing COMPLETE IN TRD PART A

Tax Compliance

Tenderers must confirm that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.

Financial capacity

Tenderers must provide:

- (a) A confirmation that the tendering party's turnover exceeded the following for each lot as follows. The turnover must be demonstrated on a per annum basis over each of the past three years.

Lot Number	Lot Description	Turnover required per lot
#1	Business; ICT & Digital Skills (General & Technical)	€250,000
#2	Construction, Built Environment; Green Skills; Engineering; Manufacturing Skills	€500,000
#3	Transport, Logistics & Distribution Skills	€500,000
#4	Hospitality; Tourism & Sport; Leisure Skills	€50,000
#5	Creative Arts, Digital Media; Audio, Visual; Broadcasting, TV/Film/Screen Skills	€250,000
#6	Life Sciences Cleanroom Operations; Pharmaceutical Manufacturing Skills	€250,000
#7	Health; Family; other Social Services Skills	€250,000

Note: If tenderers are successful in more than three lots, then the maximum turnover which will be required and checked prior to final framework establishment will be €750,000.

- (b) A confirmation from an independent third party of the tendering party's financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

Evidence of both statements will be required prior to the award of any contracts.

In the case of a Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead.

	In the case of firms more recently established evidence of pro-rata turnover will suffice.	
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm 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 below. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any 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	
	Insurance type	Required Level
	Employer's Liability	€13 million
	Public Liability	€6.5 million
	Professional Indemnity	Not deemed appropriate at this stage – but may arise for a specific course.
	Cyber Insurance	Not deemed appropriate at this stage – but may arise for a specific course.
Declarations COMPLETE IN TRD PART A		
a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine. Tenderers must complete, sign and date these Declarations. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This must be completed by each group member.		

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.

4.4 Technical Capacity Requirements

Personnel and Skills - COMPLETE IN TRD PART A
Tenderers must demonstrate access to at least one (1) Senior Trainer OR one (1) Intermediate Trainer in each lot. <u>Please note that junior role trainers are not acceptable. All training must be delivered at either Senior or Intermediate level.</u> Please also attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, where applicable.
Quality Assurance Management System COMPLETE IN TRD PART A
Tenderers must provide information on the measures in place to ensure the delivery of a quality service, for example by way of an externally certified system, or an equivalent in-house quality control process or system. Please complete the TRD.
Health & Safety Management System COMPLETE IN TRD PART A
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.
Data hosting, accessing and processing
Tenderers must declare that data will be hosted, accessed and processed only within the European Economic Area (EEA), or any country determined to offer an adequate level of data protection by an adequacy decision of the European Commission. Note: Where data will be hosted, accessed and processed outside the EEA, the Contracting Authority reserves the right to carry out further due diligence to ensure that the data of the Contracting Authority is appropriately protected.
Previous Experience
COMPLETE IN TRD PART B – SEPARATE RESPONSE FOR EACH LOT
Tenderers must provide information clearly demonstrating successful delivery of three (3) courses within the lot area clearly demonstrating successful delivery of a programme. The contracts referenced should have been delivered within the past three years. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required. Note #1: In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered. Note #2: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, the references may be provided on the basis that the entity is available to the lead. Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the

information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that this is a pass/fail criterion, and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

5 Award Criteria

COMPLETE IN TRD PART B – SEPARATE RESPONSE FOR EACH LOT

Only tenderers that 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.

The framework agreement will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	20%	2,000	1,000
Title	Planning and Communication Methodology		
Description	Tenderers are required to outline their proposed methodology for service delivery. They are required to address each of the items below and related requirements. Tenderers must provide a detailed Methodology Statement outlining their approach to the planning, scheduling and coordination of the contracted training services. This response must include: • Course Scheduling: A description of the processes used to design and finalise training timetables • Stakeholder Engagement: Formal protocols for ongoing communication with the Contracting Authority, including designated points of contact and frequency of progress updates. • Service Continuity: Procedures for managing service interruptions including course cancellations, rescheduling requests or sudden learner withdrawals. • Scheduling Agility: Describe how you will accommodate schedule changes or urgent requests. • Contingency Staffing: Detail how you will maintain the required ratio of at least two tutors per Lot using local or mobile resources in the event of staff absence. • Scalability: Provide a contingency plan for scaling operations. Specifically, how will your organisation manage the addition of		

	extra course dates or cohorts in the event of high learner demand. • Course Plan Approvals (CPA): Describe the internal workflow for the preparation, submission and tracking of CPA forms.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	Learner Support and Engagement Monitoring and Wellbeing		
Description	Tenderers are required to detail their proposals for supporting learners throughout the programme duration specifically addressing: • Attendance Tracking: The mechanisms used to record, verify and report learner attendance in real-time. • Learner Welfare: The specific support measures available to learners to ensure course completion and overcome barriers to engagement. • Learner Progress Monitoring & Feedback ○ How learner progress will be tracked and assessed throughout delivery ○ Use of assessment or review points to monitor achievement ○ How learner feedback will be collected, analysed, and used to improve delivery (include at least one example) Tenderers must outline their approach to maintaining a professional and safe learning environment: • Risk Mitigation: Describe the processes for identifying, assessing, and managing operational risks that may arise during course delivery (e.g., equipment failure, site access issues, or medical emergencies). • Incident Reporting: Detail the formal procedure for reporting and escalating incidents or "near-misses" to the Contracting Authority.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	Contract Management and Training Oversight		
Description	Tenderers are required to outline their approach to ensuring quality assurance and detail specific arrangements and teaching practice controls to ensure compliant, consistent delivery and strong learner outcomes. Your response must address the following: 1. Contract Management • Name and qualifications of the nominated contract manager • The methodology for account management with reference to the requirements included under section 4 of Appendix 1 of this RFT. 2. Record Management & Compliance		

	- How learner records, assessment materials, and certification data will be maintained accurately and kept up to date - Systems to ensure data accuracy, secure storage, and audit readiness - Compliance with ETB and SOLAS requirements 3. Training Quality & Tutor Oversight - How training quality will be monitored during delivery (e.g. observation, review, checkpoints) - How tutors will be monitored to ensure agreed programme standards are followed - Actions that will be taken where tutor performance falls below expectations		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Approach to Course Development		
Description	Tenderers are required to detail how they propose to engage with the Contracting Authority in the development of new courses for delivery. Please respond to the following - Describe the process of course development - Describe the validation process - Describe how it was delivered and lessons learned, if any This criterion may be supported using a process which was tried and tested on the development of an existing programme.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Contract Specific Proposals relating to sustainability and added value		
Description	Tenderers must demonstrate their proposals for integrating sustainable practices, inclusive delivery, and innovative approaches that add value to the services. Responses should address the following: Reduction of Environmental Impacts Describe the practical steps taken to minimise environmental impacts in the delivery and administration of training, including but not limited to: - Reducing paper use (e.g. use of digital materials, online assessments) - Minimising printing and physical resources - Initiatives to minimise carbon usage, etc. Sustainable Delivery		

	Describe any specific measures to mitigate travel barriers, such as ease of access to locations, public transport options, other initiatives, such as localized "pop-up" learning environments, etc. • Accessibility and Inclusive Practice Explain how your training delivery is accessible and inclusive for all learners, including those with disabilities or facing disadvantage. This may include: ○ Adaptation of materials and delivery methods ○ Supports to enable participation ○ Approaches to ensuring equitable access to programmes • Innovation and Added Value Describe any innovative approaches that enhance training delivery and provide added value to the ETB. This may include: ○ New delivery models or technologies ○ Enhanced learner supports ○ Ways in which your organisation contributes beyond the core contract (e.g. community engagement, additional resources, pilot initiatives, or service improvements) Tenderers may also refer to their existing formal environmental or sustainability policies, certifications, or organisational commitments, however they must also describe how the above policies and certifications apply to the specific services to be provided under the Framework(s).		
Criterion F	Weighting	Maximum Marks	Minimum Marks
	25%	2,500	n/a
Title	Ultimate Cost for the purposes of Evaluation		
Description	Daily rates are required for senior and intermediate level trainers. Please complete the Pricing Schedule at Appendix 1. *Please note that in relation to the Operational Document Junior roles are not applicable for this procurement. All costs associated with programme delivery will be reimbursed by the Contracting Authority, subject to prior approval. The Service Provider must submit all expenditure requests in advance and obtain written approval from the Contracting Authority before any purchase or commitment is made. No expenditure that has not received prior written approval will be eligible for reimbursement. All goods, services and materials must be procured in accordance with the Contracting Authority's Procurement Guidelines and any applicable public procurement requirements. The Service Provider is responsible for maintaining appropriate records and supporting documentation for all approved expenditure claims.		

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

5.1 Methodology for scoring Qualitative Criteria

Marks in the score ranges outlined below can be awarded where responses so merit additional marks.

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.
<50%	Unacceptable	Less than 50% is unacceptable. Should a minimum score apply, the Tender will be considered ineligible from further consideration.
0%	No response	The Tenderer failed to provide a response to the Criterion.

5.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score only in the case of valid tenders which are deemed admissible having met the qualitative criteria for selection, compliance with minimum specification requirements and where applicable the minimum score under each qualitative award criterion.

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Maximum Points available for Cost

A

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

5.3 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.

5.4 Verification / Negotiation

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.

Award of contract/membership of the framework may also be subject to attendance at a negotiation meeting. At such meetings all aspects of the tenders may be discussed including qualitative and cost elements with the aim of seeking improved offers. Following a negotiation meeting, tenderers will be requested to submit a Best and Final Offer, which will be evaluated against the award criteria.

Tenderers should note that negotiation may also be applied under direct awards / mini competitions.

5.5 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.

5.6 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 agreement and award of any contract.

6 Instructions for Tenderers

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

6.1 Multiple Participation

All Tenderers should note that if any individual member of a Candidate grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a statement declaring that they are aware of this 'multiple participation' and this has been brought to the attention of all the groupings they belong to.

6.2 Queries

The closing date for the queries are specified on the title page.

All queries regarding this competition should be through the messaging facility on www.etenders.gov.ie, including identification of any omissions which would prevent Tenderers from submitting a comprehensive response. Please submit queries as soon as possible.

In circulating responses, queries will be anonymised and will be published in the CfT Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

6.3 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers 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.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.4 Extension of the Tender Deadline

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

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.

6.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time, noting that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

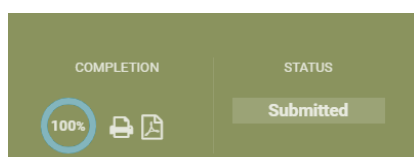
6.5.1 Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to the “Tender” tab under the Show CfT Menu to enable you to upload your response.

6.5.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a “Submit” button and receiving the following status:



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to click the “Submit” button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.6 Tender 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.

6.7 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.9 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.

6.10 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.

6.11 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.

6.12 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 (if applicable). 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.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.13 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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.

6.14 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.

6.15 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/framework agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.17 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, in particular, to source the requirement with more than one contractor.

The Request 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.

6.18 Notification of Tender Evaluations

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

Potential outcomes can be:

- Establishment of Framework Agreement/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework Agreement

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers ('standstill period').

6.19 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.20 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.

6.21 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 contractor may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.22 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".

6.23 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 and throughout the delivery of all contracts.

6.24 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer'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.

6.25 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.26 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. 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 Irish law.[...]

6.27 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.28 Accessibility / Dignity at Work

The successful tenderers 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.

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.

6.29 Withholding Tax

Where applicable, payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.30 Freedom of Information

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 and any subsequent clarifications 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.

6.31 International Procurement Instrument

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, services and goods to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.32 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

6.33 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.34 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 (“General Data Protection Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where 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 Request for Tender.

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document 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 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.

6.35 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.