



REQUEST FOR TENDER	
Single Party Framework Agreement in Four (4) Lots for	
The Provision of Clinical Simulation and Integrated Assessment Equipment for Healthcare & Veterinary Education at Cork Education & Training Board Cork College of FET	
Lot 1 – Design, Supply, Installation and Commissioning of a Turnkey Healthcare Simulation Solution for the Cork College of FET Clinical Simulation and Integrated Assessment Network	
Lot 2 – Simulation AV, Capture and Assessment Systems	
Lot 3 – Car Mobile Unit with Motion Base Simulator	
Lot 4 – Clinical Simulation Equipment for Veterinary Nursing	
eTenders Ref:	CFT ID: 8754026
Issue Date	Thursday, 30 th July 2026
Closing Date for Queries	Thursday, 27 th August 2026 (4pm Irish Time)
Contact for Queries	Via the messaging portal on eTenders www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	Thursday, 3rd September 2026 (2pm Irish Time)
<i>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.</i> NOTE: <u>Site Visits are mandatory for Lot 1</u> To arrange an appointment, please contact Brian Stokes at bstokes@morrisonsislandcampus.ie Failure to attend the mandatory site visit may result in the tender being deemed non-compliant.	

Contents

1	Disclaimer.....	5
2	Summary	6
3	About the Contracting Authority	7
3.1	Small and Medium Enterprise participation	7
4	Scope of the Framework Agreement	9
4.1	Numbers Admitted to the Framework Agreement.....	9
4.2	Duration of the Framework Agreement	9
4.3	Estimated Value of the Framework Agreement.....	10
4.4	Awarding Contracts under the Framework Agreement	10
4.5	Right to tender outside of the Frameworks	10
4.6	Award to Runner Up	10
4.7	Review of Performance	11
4.6	Account Management	11
4.6.1	Account Manager	11
4.6.2	Replacement Personnel	11
4.6.3	Invoicing	12
4.7	Changes	12
4.8	Tendering for Lots	12
5	Specification of Requirements	14
5.1	Summary of Specification of Requirements	14
5.2	Minimum Specification Requirements	14
5.3	Delivery Locations	15
5.4	Volumes.....	15
5.5	Site Visits (Mandatory for Lot 1).....	16
5.6	Pricing.....	16
5.7	Application of Variants.....	16
6	Selection Criteria	17
6.1	Use of the European Single Procurement Document	17
6.2	Relying on the standing of other Entities	17
6.3	General Declarations and Financial Capacity Requirements	17
7	Award Criteria	19
7.1	Award Criteria.....	19
7.2	Methodology for calculating the Cost Score.....	22

7.4	Methodology for scoring Qualitative Criteria	22
7.4.1	Post Tender Clarification	23
7.4.2	Verification	23
7.4.3	Clarification of Abnormally Low Tenders	23
7.4.4	Right to Confirm Suitability	23
8	Instructions to Tenderers	24
(a)	Submission of Tenders	24
(b)	Language	24
(c)	Queries	25
(d)	Sufficiency & Accuracy of Tender	25
(e)	Qualification of Tenders and Referential Bids	25
(f)	Extension of Tender Period	26
(g)	Modifications to Tenders prior to the Closing Date for Receipt of Tenders	26
(h)	Cost of Preparation of Tender	26
(i)	Tender Validity Period	26
(j)	Currency and Payments	26
(k)	Conflict of Interest	26
(l)	Freedom of Information Acts	27
(m)	Tax Clearance	28
(n)	Withholding Tax	28
(o)	Irish Legislation and Law	28
(p)	Dignity at Work	28
(q)	Clarification of Tenders	28
(r)	Correction of Errors	28
(s)	Change in the Composition of a Tender	29
(t)	Interference and Inducement to Purchase	29
(u)	Notification of Tender Evaluations	29
(v)	Award Notices	29
(w)	Policy on Personal Debriefings	29
(x)	Copyright	30
(y)	Brand Names, etc.	30
(z)	Payment	30
(aa)	Right Not to Award	30
(bb)	Environmental Aspects	30

(cc)	Accessibility	30
(dd)	Knowledge and Skills Transfer.....	30
(ee)	Collusive Tendering.....	30
(ff)	Confidentiality.....	31
(gg)	Consortia and Prime Subcontractors	31
(hh)	Anti-Competitive Conduct	31
(ii)	Changes in Legislation	32
(jj)	Data Protection	32
Appendix 1 – Detailed Specification of Requirements per Lot.....		33
Appendix 2 – Pricing Schedule		33
Appendix 3 – Tender Response Document		33
Appendix 4A – Framework Agreement Terms and Conditions		33
Appendix 4B – Contract Terms and Conditions.....		33
Appendix 4C – Confidentiality Agreement		33

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

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

2 Summary

Contracting Authority:	Cork Education and Training Board
Nature of procurement:	Single Party Framework Agreement in Four (4) Lots for: The Provision of Clinical Simulation and Integrated Assessment Equipment for Healthcare and Veterinary Education at Cork Education and Training Board - Cork College of FET
Lots:	Lot 1 – Design, Supply, Installation and Commissioning of a Turnkey Healthcare Simulation Solution for the Cork College of FET Clinical Simulation and Integrated Assessment Network Lot 2 – Simulation AV, Capture and Assessment Systems Lot 3 – Car Mobile Unit with Motion Base Simulator Lot 4 – Clinical Simulation Equipment for Veterinary Nursing
Type:	Supplies and related services
Procedure:	Open Procedure OJEU
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.

Notes

The Contracting Authority has provided a separate ‘Detailed Specification of Requirements per Lot’ (**Appendix 1**), Pricing Document (**Appendix 2**) and Tender Response Document (**Appendix 3**).

These documents and format must be used.

These completed documents should be uploaded as a Zip File in order to protect the integrity of the file names.

The Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

Please note that each Lot will be evaluated independently.

The Contracting Authority intends to award a single contract per lot to the highest-ranking tenderer for that lot. Different tenderers may be awarded different lots. Tenderers may submit responses for one, multiple, or all lots.

3 About the Contracting Authority

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

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

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

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

For more information on Cork ETB please go to www.corketb.ie.

3.1 Small and Medium Enterprise participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will 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, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver 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 consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4 Scope of the Framework Agreement

The Contracting Authority intends to establish a single-party framework agreement for each Lot. Each Lot will be evaluated independently, and one successful tenderer will be appointed to each Lot. Tenderers may submit responses for one, multiple or all Lots. The same tenderer may be awarded more than one Lot; however, different Lots may be awarded to different tenderers.

The proposal is for a coordinated healthcare simulation and assessment network across Cork College of FET, to combine specialist simulation facilities, local access points, digital learning, recorded assessment and central quality assurance. The main benefit is that learners and employers could access high-quality healthcare training and assessment across Cork while maintaining one shared standard. This network will operate initially across 6 locations across Cork city and county.

Clinical Simulation Equipment for Veterinary Nursing is required for Douglas Street Campus Eircode T12DW32.

In the context of a single-party framework agreement, the successful framework member **does not** have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of goods or services from a particular economic operator.

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

Each framework agreement will be established as a single-party framework agreement for the relevant Lot. The successful tenderer for each Lot will be selected following evaluation of tenders and application of the award criteria. Thereafter, the successful framework member for that Lot may be considered for the award of all contracts falling within the scope of that framework agreement, subject always to the terms and conditions of the framework agreement and the Contracting Authority's requirements.

4.2 Duration of the Framework Agreement

The framework agreement will be for a period of four (4) years, with the initial contract being for a period of one (1) with options to award additional contracts for 3 x twelve (12) month durations over the lifetime of the framework. The Contracting Authority reserves the right at its sole discretion to extend the framework agreement, subject to satisfactory performance, business needs and budgetary constraints.

Should market conditions change, or alternative centralised procurement arrangements present better value for money opportunities, the framework agreements may be terminated with 3 months' notice.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of **two million euros [€2 million] (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.

The indicative budget for the Initial Contract is in the region of **[€1.67 million] (ex. VAT)** over the term of the contract.

Tenderers must understand that this figure is an estimate only, subject to approval and budget. Funding is reliant on SOLAS and DEY budget allocations.

4.4 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts 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.

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at (**Appendix 4A**) 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 Right to tender outside of the Frameworks

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, 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 of the framework. 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.

4.6 Award to Runner Up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without

prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.7 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 Key Performance Indicators (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

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.

4.7 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or any other factors which might arise e.g. geopolitical changes.

4.8 Tendering for Lots

Tenderers can submit responses for **one, multiple, or all lots** under this competition. Each Lot will result in a separate Framework Agreement and Contract.

Please note that each Lot will be evaluated independently.

The Form of Tender within the Tender Response Document must be signed for each Lot.

Lot 1 – Design, Supply, Installation and Commissioning of a Turnkey Healthcare Simulation Solution for the Cork College of FET Clinical Simulation and Integrated Assessment Network

Lot 1 is for the design, supply, installation and commissioning of a turnkey healthcare simulation solution for the Cork College of FET Clinical Simulation and Integrated Assessment Network. It will support a coordinated healthcare simulation and assessment network across multiple Cork College of FET locations, including specialist simulation facilities, local access points, digital learning, recorded assessment, remote operation, training, support, warranty and central quality assurance.
--

Lot 2 – Simulation AV, Capture and Assessment Systems
--

Lot 2 covers Simulation AV, Capture and Assessment Systems to support digital recording, observation, assessment and quality assurance across the Cork College of FET clinical simulation network. It is intended to provide the AV, capture, replay, remote access and assessment technology needed for simulation-based teaching, recorded competency assessment, debriefing, and central verification across multiple locations.

Lot 3 – Car Mobile Unit with Motion Base Simulator

Lot 3 covers the provision of a car mobile unit with motion base simulator to support simulation-based learning and assessment within the Cork College of FET network. It is intended to provide a mobile, realistic driving simulation environment with motion functionality, supporting practical training, learner engagement, scenario-based assessment, and flexible deployment across relevant FET locations.

Lot 4 – Clinical Simulation Equipment for Veterinary Nursing

Lot 4 covers Clinical Simulation Equipment for Veterinary Nursing for Douglas Street Campus. It is intended to provide veterinary nursing simulation equipment to support practical skills training, scenario-based learning, assessment, and delivery of veterinary education within the broader Cork College of FET clinical simulation and integrated assessment framework.

This lot structure is intended to align the competition with the main specialist supplier markets while ensuring that all equipment, software, installation, training, warranty, support, consumables and lifecycle requirements identified in the proposal are covered. Tenderers may tender for one or more lots, subject to the final rules of the competition.

Please refer to Appendix 1 'Detailed Specification of Requirements' for each of the above Lots. Appendix 2 Pricing Schedule and Appendix 3 Tender Response Document

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 meetings (if anticipated)	August / September 2026
Award decision	September 2026
Framework Agreement Commencement	September / October 2026

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.

Tenderers should note that delivery, installation, commissioning and handover of the required equipment and associated services will be required during September / October 2026, subject to final award, site readiness and agreed implementation arrangements with the Contracting Authority.

5 Specification of Requirements

Tenderers should refer to (Appendix 1) for the detailed specification of requirements applicable to each Lot.

5.1 Summary of Specification of Requirements

College of FET requires a coordinated suite of healthcare simulation and assessment equipment to support a distributed clinical simulation and integrated assessment network across Morrison's Island Campus, Mallow Campus, Kinsale Campus, West Cork Campus, Macroom FET and Youghal FET. Clinical Simulation Equipment for Veterinary Nursing is required for Douglas Street Campus Eircode T12DW32.

The network will support healthcare education, veterinary nursing, nursing pathways, pre-paramedic studies, healthcare assistant training, Skills to Advance provision, employer upskilling, continuing professional development and future micro-qualifications.

The requirement is to enable central specialist teaching, local practical skills development, local recorded assessment and central verification/quality assurance through compatible simulation, AV, digital capture and learning management technologies. The requirement is that simulation operation can occur locally or remotely from another location within the network and AV digital capture can also be operated for one location directly from another.

The successful tenderer (s) shall provide all equipment, software, licences, accessories, installation materials, configuration services, testing, training, documentation, warranty, support and maintenance required to deliver a fully operational solution.

Training for educators and full training and support for the upskilling of a Sim Technician is a key requirement

The solution must be suitable for use in an education and training environment and must support simulation-based teaching, clinical skills practice, hybrid delivery, recorded competency assessment and central quality assurance.

Note: Successful tenderer(s) must work together, where required, to provide a complete, integrated and fully operational working solution that meets the requirements of the Contracting Authority.

Brand or equivalent: Where a brand, model, trade name, manufacturer, source, process, trademark, type or patent is referenced in the specification or appendices, this is included for descriptive purposes only and shall be read as being accompanied by the words "or equivalent". Any equivalent product, item or solution proposed must meet or exceed the stated minimum requirements and be suitable for the intended healthcare education, simulation, assessment and debriefing environment.

5.2 Minimum Specification Requirements

- All equipment must be new, fit for purpose, durable, safe, cleanable and suitable for healthcare education and simulation in a busy FET Campus environment.

- Equipment must include all required hardware, software, licences, accessories, user manuals and operational documentation.
- Suppliers must include delivery, installation, configuration, commissioning and acceptance testing.
- Suppliers must provide staff orientation and training for relevant teaching, technical and support staff.
- Suppliers must provide warranty, support, maintenance and spare parts information.
- Digital and AV systems must support secure recording, storage, replay, remote observation and assessment functionality where required with access via a cloud licence model of a secure remote access server-based approach.
- Systems must comply with applicable data protection, security, health and safety, environmental, social and labour law obligations.

5.3 Delivery Locations

Cork ETB requires delivery, installation, commissioning, training, support and maintenance of the required equipment across multiple Cork College of FET locations to support a regional clinical simulation and integrated assessment network.

The delivery locations include Morrison’s Island Campus Eircode T12H685, Mallow Campus Eircode P51P732, Kinsale Campus Eircode P17NN67, West Cork Campus, Eircode P81PN30, Macroom FET Centre Eircode P12FV30 and Youghal FET Centre Eircode P36F704. Lot 3 – Clinical Simulation for Veterinary Nursing is required for Douglas Street Campus Eircode T12DW32.

Delivery locations may be added, removed or amended during the framework term, and tenderers must coordinate delivery, installation, testing and handover with Cork ETB personnel at each location.

All prices submitted must include delivery to Cork ETB locations within Cork City and County unless otherwise stated in the relevant Pricing Document.

5.4 Volumes

The quantities set out in the Specification and Pricing Documents are indicative only and do not represent a guaranteed level of purchase, expenditure or drawdown under the framework agreement.

Actual requirements may vary during the term of the framework depending on funding, operational needs, programme requirements and campus requirements. The Contracting Authority reserves the right to purchase all, part or none of the items listed and to determine final quantities on a contract-by-contract basis.

5.5 Site Visits (Mandatory for Lot 1)

NOTE:

Morrison's Island Campus, Mallow Campus, Kinsale Campus, West Cork Campus and Douglas Street Campus will host a site visit.

To arrange an appointment, please contact Brian Stokes at bstokes@morrisonislandcampus.ie

Failure to attend the mandatory site visit may result in the tender being deemed non-compliant.

5.6 Pricing

Tenderers MUST quote for all items within a Lot. Where a price is omitted, Cork ETB will enter a price equal to the highest price quoted in order to enable Cork ETB to continue the evaluation process. Prior to formal conclusion of a framework, a tenderer will be asked to confirm that they can supply missing items. The reason for this approach is to ensure maximum participation in the frameworks. Where large volumes of items in a particular framework agreement are not priced, Cork ETB reserves the right to deem the tender inadmissible without recourse to the process described in this section.

Notwithstanding the above, failure to comprehensively complete pricing documents (<90%) may result in elimination from the competition.

All Tenderers must complete the relevant Tab Lot within Pricing Schedule (**Appendix 2**)

You must complete and sign the Form of Tender (Section 3.1 in TRD) for each lot being tendered for.

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

Cork ETB reserves the right to purchase all or part of the schedule and to agree the quantities required on a contract-by-contract basis. When evaluating tender cost, the figure used will be the total cost (excl. VAT) calculated from the Form of Tender, irrespective of the quantity of items the Contracting Authority may eventually purchase.

5.7 Application of Variants

Variants will not be accepted where they alter the fundamental nature, scope or requirements of this tender.

Where a Tenderer proposes an equivalent or enhanced product, item or solution, this will only be considered where it meets or exceeds the minimum requirements specified and remains fully compatible with the overall solution required. Any such equivalent or enhanced offering must be clearly identified in the relevant Tender Response Document (**Appendix 3**) and Pricing Schedule (**Appendix 2**), together with sufficient detail to allow the Contracting Authority to assess compliance.

For the avoidance of doubt, any proposed equivalent or enhanced offering must be capable of forming part of a complete, integrated and fully operational working solution and must comply with all tender requirements, including delivery, installation, commissioning, training, support, warranty, maintenance, compatibility requirements.

6 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 qualifications, tenderers are required to provide the information set out below in the appropriate Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

6.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with **Section 6.4** on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

6.2 Relying on the standing of other Entities

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

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

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

6.3 General Declarations and Financial Capacity Requirements

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

Declaration of Bona Fides & Statutory Obligations (*Complete Section 1 – Compliance TRD*)

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

General Information (Complete Section 2.1 TRD)	
Provide contact and general information on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial Capacity Information (Complete Section 2.2 TRD)	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document (TRD)
Financial Capacity	Tenderers must provide information on their turnover for the past three (3) years. Confirmation of financial standing, ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due will also be required. Evidence of the statement above will be required prior to the award of any framework agreement / contract. In the case of sole traders or partnership, this condition may be satisfied by a letter of confirmation from a senior partner.
Insurances Information (Complete Section 2.2 TRD)	
Confirmation of the following insurances being in place.	
Insurance Type (Complete Section 2.2 TRD)	Required Level
Employer's Liability – (All Lots)	€13 million
Public Liability– (All Lots)	€6.5 million
Product Liability– (All Lots)	€6.5 million
Professional Indemnity (Lot 2 Only)	€1 million
Cyber Liability (Lot 2 Only)	€1 million
CAPACITY TO DELIVER SERVICE (Complete Section 2.3)	
Tenderers must provide information which demonstrates ability to provide the requirements as outlined in the Tender Response Document.	
COMPLIANCE & STANDARDS (Complete Section 2.4 TRD)	
All Materials & Consumables must be Durable and Safe for Further Education and Training Use. Tenderers must review and sign the Certificate of Compliance with Standards, Specification & Conditions in the Tender Response Document.	
QUALITY ASSURANCE SYSTEM (Complete Section 2.5 TRD)	
Tenderers must provide information which demonstrates a commitment to quality assurance and provides details of quality assurance policies and systems and whether externally certified.	
HEALTH & SAFETY (Complete Section 2.5 TRD)	
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Details of policies and systems in place and whether 3 rd party certified must be provided.	
SITE VISIT (PASS/FAIL) (Complete Section 2.5 TRD)	
<u>Site Visits are mandatory for Lot 1</u> To arrange an appointment, please contact Brian Stokes at bstokes@morrisonsislandcampus.ie Failure to attend the mandatory site visit may result in the tender being deemed non-compliant.	

7 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Tenderers must use the documentation provided by the Contracting Authority including the Tender Response Document (Appendix 3) and the Price Response Documents.

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

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

The award criteria is linked to the subject matter of the contract and reflect the need for a fit-for-purpose, scalable, compliant and supported clinical simulation and integrated assessment solution for Cork College of FET.

7.1 Award Criteria

MEAT Award Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	30%	3,000	n/a

Tenderers are required to outline their cost proposal by completing the relevant Tabs within the Pricing Document (**Appendix 2**).

The Form of Tender in the Tender Response Document must be signed for each Lot being tendered for.

MEAT Award Criteria		Weighting	Maximum Score	Minimum Score Required
B	Technical Merit and Compliance with Specification	35%	3,500	1,750

Tenderers should provide a detailed response demonstrating how the proposed equipment, systems and associated software meet or exceed the specification requirements for the relevant lot.

The response should include:

- Product descriptions, manufacturer/model details and datasheets
- Compliance with the specification for the relevant lot

- Functionality and clinical simulation capability
- Compatibility with the network model
- Integration with AV/capture and assessment systems
- Scalability across Cork College of FET locations
- Data protection/security compliance for digital systems
- Inclusion of all hardware, software, licences, accessories and consumables
- Explanation of any proposed equivalent solutions

Tenderers should provide sufficient detail, evidence, product documentation, technical specifications, diagrams, screenshots, case examples or other supporting material to enable evaluators to assess the quality and technical merit of the proposed solution.

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

MEAT Award Criteria		Weighting	Maximum Score	Minimum Score Required
C	Implementation, Delivery and Training Approach	20%	2,000	1,000

Tenderers should provide a detailed implementation plan demonstrating how the proposed solution will be delivered, installed, configured, commissioned, tested and handed over across the relevant Cork College of FET locations.

The response should include:

- A fully designed solution mapped to equipment needs set out to operate a Healthcare Simulation Solution for the Cork College of FET Clinical Simulation and Integrated Assessment Network as set out from the equipment specified in this tender.
- Project timeline and milestones
- Delivery sequencing across locations
- Site readiness requirements
- Installation and commissioning methodology support with accessible and relevant resources.
- Acceptance testing
- Risk management
- Roles, responsibilities and communication
- Dependencies on Cork ETB or third parties
- Training for teaching, assessor, technical and support staff
- Provision of full training for college provided Technician.
- Training content, format, duration, guides and refresher training where applicable

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

MEAT Award Criteria		Weighting	Maximum Score	Minimum Score Required
D	Support, Maintenance and Warranty	10%	1,000	500

Tenderers should provide a detailed response setting out the warranty, support and maintenance arrangements that will apply to the proposed equipment, systems, software and associated components for the relevant lot.

The response should include:

- Warranty period, scope and exclusions
- Optional extended warranty/service options
- Helpdesk, remote and on-site support
- Response times and escalation procedures
- Preventative maintenance schedules
- Software updates and security patches
- Spare parts, consumables and replacement part pricing
- Emergency call-out arrangements
- Republic of Ireland repair/support capability with location of service engineer capable of resolving on-site issues.
- Service engineer availability
- Manufacturer authorisation where applicable
- Continuity of service over the equipment lifecycle

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

MEAT Award Criteria		Weighting	Maximum Score	Minimum Score Required
E	Sustainability and Lifecycle Considerations	5%	500	n/a

Tenderers should provide a detailed response demonstrating how the proposed equipment, systems, software and associated components support sustainability, durability and responsible lifecycle management for the relevant lot.

The response should include:

- Product lifespan, durability and repairability
- Spare parts, replacement parts and consumables
- Upgrade pathways and software support periods

- Energy efficiency and battery management
- Reduction of single use/proprietary consumables
- Packaging minimisation and recyclable/reusable packaging
- Transport and delivery efficiencies
- Take-back, reuse, recycling or disposal arrangements
- Hazardous materials and electronic/battery waste
- Environmental credentials, standards and certifications

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

7.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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	$\frac{A \times B}{C}$

7.4 Methodology for scoring Qualitative Criteria

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

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

7.4.1 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

7.4.2 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.

7.4.3 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.

7.4.4 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.

8 Instructions to Tenderers

(a) Submission of Tenders

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

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

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

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

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

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

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

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

The closing date for tenders is **Thursday, 3rd September 2026 at 2pm**

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

(b) Language

Tenders may be submitted in English

(c) Queries

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

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

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie
The closing date for receipt of queries is **Thursday, 27th August 2026 at 4pm**

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

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

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

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

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

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

(d) Sufficiency & Accuracy of Tender

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

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

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

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

(f) Extension of Tender Period

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

(I) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

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

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

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

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

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

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

(m) Tax Clearance

It will be a condition of award of this 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. 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 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 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.

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 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.

Appendix 1 – Detailed Specification of Requirements per Lot

Tenderers must refer to **Appendix 1 – Detailed Specification of Requirements per Lot** which has been uploaded separately on eTenders.

Appendix 2 – Pricing Schedule

Tenderers must refer to **Appendix 2 – Pricing Schedule**, which has been uploaded separately on eTenders.

This document must be used for pricing purposes and must be submitted in Excel format as part of the tender submission.

Tenderers must complete each relevant tab for the Lot(s) for which they are submitting a tender.

Appendix 3 – Tender Response Document

The Tender Response Document (Appendix 3) must be completed in full

The Form of Tender (Section 3.1 on TRD) must be signed for each Lot.

Appendix 4A – Framework Agreement Terms and Conditions

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

Appendix 4B – Contract Terms and Conditions

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

Appendix 4C – Confidentiality Agreement

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.