

SINGLE STAGE PROCEDURE INVOLVING NEGOTIATION

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Tender for the design, development and delivery of Performance Management Training
Contracting Authority:	Oberstown Children Detention Campus
Procedure:	As the subject matter of this framework agreement is a Title III service, the establishment of the framework is not fully subject to the provisions of Directive 2014/24/EC with regards to the choice of procedure. Therefore, the Contracting Authority is employing a Single Stage Procedure involving Negotiation in order to establish this framework. The Contracting Authority reserves the right to enter negotiations with some or all tenderers who submit a valid responsive tender. Negotiations may be held on all aspects of the service under each of the published Award Criteria. The Contracting Authority also reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.
eTenders ref:	8423977
Issue Date:	30 th July 2026
Closing Date for Queries:	12noon (Local Time), 11th August 2026
Submission of Queries	See Section 6.3 for details
Closing Date for Tender Submission:	12noon (Local Time), 24th August 2026
Submission of Responses:	See Section 6.2 for details

Contents

1	About the Contracting Authority	6
	Primary legislation	6
	Principal objective.....	6
	Role of the Director.....	6
	Board of Management.....	6
	National policy	6
	Organisational structure	7
1.1	Small and Medium Enterprise participation.....	7
2	Scope of the Framework Agreement.....	9
2.1	Type of Framework.....	9
2.2	Choice of Procedure	9
2.3	Scope of Requirements under the Framework Agreement	10
2.3.1	The Overall Scope of the Framework Agreement.....	10
2.3.2	A summary of the Initial Call-off Contract	10
2.3.3	Additional / Call-Off Contracts under the Framework.....	11
2.4	Anticipated Timeline.....	11
2.5	Numbers admitted to the Framework	11
2.6	Duration.....	11
2.6.1	Duration of the Framework Agreement	11
2.6.2	Duration of the Initial Call-off Contract.....	11
2.7	Estimated Value for the Framework Agreement	11
2.7.1	Estimated Value for the Framework Agreement	11
2.7.2	Estimated Value of the Initial Call-off Contract	12
2.8	Awarding Contracts under the Framework Agreement.....	12
2.9	Right to tender outside of the Framework.....	12
2.10	Compliance with the Terms and Conditions	12
2.11	Award to Runner Up.....	12
3	Detailed specification of requirements	14
3.1	Scope of Requirement for the Initial Call-off Contract.....	14
3.1.1	The specific key components of the services required	14
3.1.2	Training Course Requirements.....	16
3.2	Learner Profile	16
3.3	Training Materials.....	17
3.4	Course/Contract Management.....	17

3.5	Proposed Team	17
3.6	Accreditation	18
3.7	Sustainability.....	18
3.8	Access to Oberstown Campus	18
3.9	Confidentiality	18
3.10	Pricing	18
3.11	Health & Safety	19
3.12	Review of Performance	19
3.13	Details of Contracts arising over the life of the Framework Agreement	19
4	Selection Criteria.....	21
4.1	Use of the European Single Procurement Document	21
4.2	Relying on the standing of other Entities	21
4.3	General Declarations and Financial Capacity Requirements.....	21
4.4	Technical Capacity Requirements	23
5	Award Criteria	25
5.1	Methodology for calculating the Cost Score	26
5.2	Methodology for scoring Qualitative Criteria.....	26
5.3	Post Tender Clarification	27
5.4	Verification	27
5.5	Clarification of Abnormally Low Tenders	27
5.6	Right to Confirm Suitability	27
6	Instructions for Tenderers	28
6.1	Closing Date for Tenders	28
6.2	Submission of Tenders.....	28
(a)	Accessing Documents	28
(b)	Uploading your Response.....	29
6.3	Queries	29
6.4	Extension of the Tender Deadline	29
6.5	Tender Validity Period	29
6.6	Discrepancies between Documents	30
6.7	Formatting of Tenders / Amending Tender Documents	30
6.8	Collusive Tendering	30
6.9	Confidentiality	30
6.10	Clarification of Tenders	30
6.11	Correction of errors	31
6.12	Change in the composition of a Tender	31

6.13	Interference and Inducement to Purchase	31
6.14	Conflict of Interest.....	31
6.15	Publicity	31
6.16	Right Not to Award	32
6.17	Notification of Tender Evaluations.....	32
6.18	Award Notices	32
6.19	Policy on Personal Debriefings	32
6.20	Copyright	33
6.21	Brand Names, etc.	33
6.22	Environmental Aspects.....	33
6.23	Knowledge and Skills Transfer.....	33
6.24	Currency and Payments.....	33
6.25	Irish Legislation and Law.....	33
6.26	Anti-Competitive Conduct	33
6.27	Accessibility / Dignity at Work.....	34
6.28	Withholding Tax.....	34
6.29	Freedom of Information	34
6.30	Late Payment.....	34
6.31	Data Protection.....	34
6.32	Responsibility of Successful Party	35
APPENDIX 1 – Framework Terms and Conditions.....		36
APPENDIX 2 – Call-off Contract Terms and Conditions.....		37

Disclaimer

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

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

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

Note

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.

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

1 About the Contracting Authority

The Contracting Authority

About Oberstown

Oberstown Children Detention Campus (Oberstown) is Ireland's national facility for the detention of children remanded or sentenced by the courts. Located in a rural location outside Lusk, Co Dublin, the campus has custom-built premises comprising residential accommodation units for young people as well as education, recreation, visiting, medical and other facilities.

In fulfilment of national law and policy, Oberstown accommodates young people up to the age of 18-and-a-half years on detention or remand orders, providing them with care and education in a safe and secure environment, while helping them to address offending behaviour and preparing them to return successfully to their families and communities.

In 2024, Oberstown was authorised to accommodate a maximum of 40 boys and 6 girls. The average daily occupancy was 39 young people and, over the course of 2024, there were 120 young people detained on the campus.

Law and policy governing Oberstown

Primary legislation

Oberstown operates under the Children Act 2001 (the Act), as amended, under the auspices of the Department of Children, Equality, Disability, Integration and Youth (DCEDIY).

Principal objective

Section 158 of the Act states that the principal objective of Oberstown is to provide appropriate educational and training programmes and facilities for children having regard to their health, safety, welfare and interests, including their physical, psychological and emotional wellbeing.

Role of the Director

Section 180 of the Act affirms that young people in Oberstown are in the care of the Director who has "like control over the child as if he or she were the child's parent or guardian" and who shall "do what is reasonable...in all the circumstances...for the purpose of safeguarding or promoting the child's...health, development or welfare".

Board of Management

Oberstown is governed by a Board of Management appointed by the Minister for Children, Equality, Disability, Integration and Youth under sections 164 and 167 of the Act. The Board operates in line with legislation and the Code of Practice for the Governance of State Bodies, complying with good governance, setting the strategic direction of the campus and overseeing the delivery of the Oberstown Strategy and national policy in line with the 2001 Act.

The Board carries out its functions on behalf of the Minister for Children, Equality, Disability, Integration and Youth. Its key responsibility is to provide oversight and strategic direction to Oberstown on behalf of the Minister. The Board is also responsible for supporting the Director to deliver the strategic plan and is accountable to the Minister in line with the Children Act 2001 and associated legislation and policy.

National policy

Oberstown operates under the auspices of DCEDIY and is accountable to the Minister for implementation of relevant national policy in this area. In 2021, the Department of Justice adopted

the Youth Justice Strategy 2021-2027 and it makes specific references to the role of Oberstown in the youth justice system, assigning lead or co-responsibility to Oberstown for a range of strategic actions. For more information go to [https://www.justice.ie/en/JELR/Pages/Youth Justice Strategy](https://www.justice.ie/en/JELR/Pages/Youth_Justice_Strategy).

Organisational structure

Oberstown is managed by a Director who is accountable to the Board of Management for all aspects of the campus operations and for ensuring that the Board is provided with all relevant information to enable effective oversight.

The high-level organisational structure is outlined below:



Further information is available at our corporate website <https://www.oberstown.com/>

1.1 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.

2 Scope of the Framework Agreement

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a single-party framework with one Economic Operator. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the framework.

2.2 Choice of Procedure

As the framework relates to services defined under the EU Directive 2014/24/EU as Title III Services in accordance with Art. 72 of that Directive and the value falls below the applicable EU threshold, 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 a contract award decision, without negotiation
- (b) To apply the successive reduction rule to reduce the number of firms invited to the negotiation phase; or
- (c) To invite all firms to negotiation meetings.

- ***The 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 costs.

Those tenderers will subsequently be accorded an opportunity 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.

2.3 Scope of Requirements under the Framework Agreement

2.3.1 The Overall Scope of the Framework Agreement

Oberstown is embarking on a strategic goal of introducing a Performance Management system that is fit for purpose for the campus. Although there are some engagement mechanisms e.g. practice supervision (protected conversations with an expert about how they are coping in a work environment) and in some areas one to one sessions, these mechanisms fall short of effective Performance Management.

The overall agreed (through an engagement process with board of management and leadership team) objective of Performance Management in Oberstown is:

“to ensure that individually and collectively we are constantly delivering on our vision of providing Young People with the highest standard of rights-based, child-centered care, to enable the maximum potential of Young People and employees alike. Performance Management helps identify accountability on everyone to deliver on this vision, and to support growth within the campus.

The Focus of Performance Management is to ensure that there is clarity of roles, that collectively we are aligned to the Oberstown strategy and that all employees are developing in their roles, ultimately the focus should always be to deliver the best quality care to our Young People and help them maximize their potential.”

Oberstown is seeking to appoint a training provider to deliver training to Oberstown campus people leaders on Performance Management at Oberstown. The approach must be collaborative (with internal teams) and fully directed towards engagement, development and support for people to achieve their objectives, set learning and development goals with their managers. The primary focus will be on upskilling people leaders. There may be downstream work with employees also.

2.3.2 A summary of the Initial Call-off Contract

The Contracting Authority has an initial requirement for the successful tenderer to conduct focus groups, the design/development of one-day workshops and the training of approx. 50 members of Oberstown people leader staff during late 2026 and early 2027. The successful training provider will be required to liaise with Oberstown Management team to ensure that the training schedules will facilitate Oberstown staff rosters and leave arrangements. A resource from Oberstown HR will support this. The IR/ER manager at Oberstown is the project lead for this project. Oberstown reserve the right to change the project lead during the course of this project with 30 days’ notice.

Please note that the Contracting Authority reserves the right not to award the Initial Call-off Contract, however the Initial Call-off Contract will be used as the basis for the appointment of the framework member. In certain circumstances where discrete pricing is provided, the Contracting Authority reserves the right to award part of the initial contract.

2.3.3 Additional / Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.4 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
Award decision	September 2026
Framework Agreement Commencement	October 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.

2.5 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.6 Duration

2.6.1 Duration of the Framework Agreement

The duration of the framework will be three (3) 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.

2.6.2 Duration of the Initial Call-off Contract

The duration of the Initial Call-off Contract will initially be two (2) years with the option of extending it once for a further period of one (1) year, which in total would be three (3) years, subject to satisfactory performance, business needs and budgetary constraints.

2.7 Estimated Value for the Framework Agreement

2.7.1 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €90,000 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.7.2 Estimated Value of the Initial Call-off Contract

It is envisaged that the estimated value of the Initial Call-off Contract will be in the region of €70,000 (excluding VAT) in year 1 and €20,000 (excluding VAT) in years 2 and 3 (if option exercised).

2.8 Awarding Contracts under the Framework Agreement

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.

2.9 Right to tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any Economic Operator, 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

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at Appendix 1 .

The award of the Initial Call-off Contract will be conditional upon acceptance of the Contracting Authority's Call-off Contract terms and conditions as appended at Appendix 2.

Tenderers are required to review both the Framework Terms and Conditions and Call-off Contract and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to the terms of those documents should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

2.11 Award to Runner Up

If it is not possible following the conclusion of the competitive process to award the Initial Call-off Contract to the designated successful tenderer from this competitive process; the Contracting Authority reserves the right to award the Initial Call-off Contract to the tenderer with the next highest score based on the original competition, at any time during the tender validity period.

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 award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Detailed specification of requirements

3.1 Scope of Requirement for the Initial Call-off Contract

This Competition offers interested service providers the opportunity to participate in a competition for a place on a single-party framework agreement (the “Framework Agreement” or “Framework”) for the development, design and delivery of Performance Management training to the Contracting Authority. Please note that the Contracting Authority is seeking to deliver an innovative, engaging and facilitation centric performance management training programme.

The Framework Agreement will be established on foot of a competition for an Initial Call-off Contract for development, design and delivery of Performance Management training. The Initial Call-off Contract will be awarded to the successful tenderer shortly after the formal establishment of the Framework Agreement.

3.1.1 The specific key components of the services required

3.1.1.1 *Focus Groups*

1. The successful tenderer will be required to Conduct a number of focus group meetings on site in the Contracting Authority’s premises to establish input from people leaders and employees on what an effective Performance Management system might look like in Oberstown. This should be in total one day of discovery on this element. The provision of some reading material for participants will be required so they come to the focus group with a somewhat focused mindset. It is anticipated that these focus workshops will be held over one (1) day.
2. Collate the outcomes of these focus group sessions for input into the design and development of training modules as outlined below.
3. Provide a clearly articulated document with recommendations on how the successful tenderer will collaborate with the HR team (including co-delivery with Performance Management lead at Oberstown). For example how the Oberstown resource will get up to speed for delivery of modules etc. Note: the Oberstown Performance Management project lead has extensive delivery skills on Performance Management.
4. Agree the outcome of the focus group sessions with the Contracting Authority’s Project Manager.

3.1.1.2 *Design Stage*

The successful tenderer will be required to

1. Design a branded (to reflect the Performance Management journey the participants are starting) one-day creative, energetic and engaging workshop (with an emphasis on adult and group learning) on managing performance at Oberstown covering the essential components of the requirements including:
 - (i) Context for the training and outline of programme – should include some research on current agreed trends in Performance Management globally and in particular public sector
 - (ii) Introduction of all session by Director (effectively the CEO of campus)

- (iii) What is performance? Agree with the Contracting Authority on what performance means in the context of Oberstown.
 - (iv) The role of Leadership – connecting the key components of effective Performance Management into the Leadership role
 - (v) Three (3) X 1.5-hour modules on the key Performance Management components as identified through focus groups and other input e.g. Board/Management team (Director) and Performance Management Project lead. An example here might be ‘Holding effective Performance Conversations’.
 - (vi) Closing roadmap for implementation of Performance Management at Oberstown. This is a ‘what do I need to do next’ support document that participants must use on their journey.
 - (vii) Design and develop (including print X 5) a branded ‘Facilitators Guide’ with all of the above detailed with timings and verbal prompts, for use by Oberstown Learning & Development staff or appropriate HR managers. This document will be retained by Oberstown in digital format also. Oberstown should be able to use this document in whole or in modular format at their discretion.
2. Design and create (including print) a A5 sized ‘Roadmap for Effective Performance’ covering key learning modules concepts and theories covered during the one-day workshop. This is essentially and will be known as the ‘reference document’
 3. Design and create (including print) A4 sized posters for workshop modules that are branded for the workshop. These will be known as the ‘flip-chart art’.

3.1.1.3 Delivery

The successful tenderer will be required to:

1. Deliver a pilot training workshop in November 2026. Following a review with the Contracting Authority lead any amendments to the workshop will be agreed between the parties prior to the roll out of the training workshops across the organisation.
2. Deliver training workshops between December 2026 and end of February 2027 to the people leaders in the organisation. It is estimated that the training of approx. 50 members of people leaders (based on 2 Facilitators) will be approx. 14 days delivery in total. All training during this period will take place on-site at the Oberstown Campus except where a venue is not available. Details of the alternative location will be advised to the programme provider in advance.
3. Ensure that all workshops are evaluated at level 1 (reaction sheets) and level 2 (reflective document sent to participants a few weeks/months after training to review progress/learnings/effectiveness).
4. After each workshop a ‘General Insights’ from each workshop are to be prepared by the successful tenderer and passed on to the PM lead within five (5) working days of completion of the workshop. A roadmap for deeper level evaluation should also be provided for further exploration by Oberstown.
5. Provide a detailed description of how the provider will ensure continuous improvements to the workshops as they are rolled out without losing the essence of the original design. This will need to be provided upfront for approval by Performance Management lead. This will include post delivery discussions between Provider and Oberstown.

3.1.1.4 Knowledge Transfer

A key requirement for the Contracting Authority is to ensure that knowledge transfer is built into the design and delivery of the Performance Management workshops. The successful tenderer should include an outline of how a member of the HR team in Oberstown will be trained up (1 day) to co-facilitate. Please also note the requirement to provide facilitator notes at 3.1.1.2 above.

Note: Data gathered, and reports generated in connection with this contract shall be the property of the Contracting Authority. Copyright and full editorial control shall reside with the Contracting Authority. The contents of the focus groups and programme design should **not** be released by the contracted party to any third parties unless permission has been given in writing by the Contracting Authority.

3.1.2 Training Course Requirements

Tenderers are required to outline how they propose to structure a one day 'managing performance' workshop. In particular, the tenderer should address each of the following in their submission

- How they would position Performance Management within the campus with a strong emphasis on development, engagement and building a more effective culture
- How they would ensure that the participants are fully immersed and engaged in the one-day workshop
- How they would integrate with existing skillsets within the Campus (HR manager with experience of facilitating groups and would co-develop and deliver the one-day session)
- A pilot training workshop. See 3.1.1
- Evaluation of the effectiveness of the programme. See 3.1.1.3
- Tenderers should provide details of workshop materials to be provided and assessment approach. It is envisaged that a Performance Management reference workbook will be developed with key concepts, performance calendars and some guidance for managers on conducting an engaging performance review or check-in. See 3.1.1.2
- Tenderers should provide details of refresher courses that can be provided and indicative timelines for these courses. This will be extra to the initial requirements but may be required.

The training provider will need to be able to conduct focus group meetings with a mix of staff and grades and to uncover the needs of Oberstown from a training perspective. Following this **one-day** engagement process, the development of a solution will start in collaboration with the internal HR team. Following design approval, a pilot will be run and feedback from participants sought before completing the training. In total it is envisaged that a one-day focus group session, design, development of the programme will be approx. 10 days delivery in total including the pilot.

3.2 Learner Profile

Learner Profile Attendees are all Oberstown people leaders (people who have other reporting or significant contributor who need to use influence to get things done through others) staff grade up to Director Level with varying levels of experience working within Oberstown. It is envisaged that a cross-campus approach will be taken with people leaders from different departments and at different levels engaging together. All attendees are proficient in the English language.

3.3 Training Materials

The successful Tenderer is responsible for developing training materials for Oberstown, the training content and delivery format should facilitate a broad profile of learners, be easily understood and enable learning retention. Training delivery format can include but is not limited to elements such as case studies, guest speakers, class discussions and visual presentations / videos. A modular, one hour segments approach is preferred by the Contracting Authority, see also 3.1.1 on detailed provision of training material.

Note: Oberstown will not be responsible for printing or organising materials for training.

3.4 Course/Contract Management

Tenderers must provide in their response details of the proposed course, number of modules etc., how the course roll-out will be managed and how reporting and feedback to the Contracting Authority will be provided.

Tenderers must nominate a course/contract manager who will act as the key point of contact for the duration of the Framework Agreement. 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 dedicated manager will include the following:

- Be responsible for contract and project management.
- Build and maintain a good working relationship with the Contracting Authority.
- Be responsible for the satisfactory delivery of the requirements set down in this RFT.
- Be responsible for day-to-day liaison with the Contracting Authority.
- Act as the main point of contact for the duration of the contract.
- Have the authority to deal with all matters in relation to the contract.
- Be available to the Contracting Authority between the hours of 9.00 -17.00 Monday to Friday.
- Provide regular status reports as agreed with the Contracting Authority setting out the status of the ongoing contract.
- Meet as and when required to undertake reviews of the operation of the contract and the relationship.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.

3.5 Proposed Team

Tenderers must provide details of the proposed team to deliver the training at Oberstown including details of their qualifications and relevant experience in a similar type setting with a minimum of two (2) years' experience facilitation at manager/senior manager level. In addition, Tenderers must comply with the following:

- Tenderers must provide details of the nominated individual who will act as lead trainer and course coordinator and be the key point of contact (see Section 3.4 above) with the Contracting Authority for the duration of the framework agreement.

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 prior 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.
- The Contracting Authority reserves the right to seek replacement personnel in the event of persistent performance issues which are not resolved to the satisfaction of the Contracting Authority.

3.6 Accreditation

It is not envisaged that accreditation would be suitable for this in-house programme. However, weighting in favour of experience will be given when evaluating this element of the contract.

3.7 Sustainability

The Contracting Authority is aware of its obligations to fully implement initiatives in support of green and sustainable procurement. Sustainability covers three pillars:

- Environmental (focussing on effective resource management, reducing pollution and carbon footprint)
- Social (focussing on workplace and community, equity, justice and well-being); and
- Economic (balancing economic growth with environment, community and social factors).

As part of this contract tenderers are asked to outline their initiatives for supporting the Contracting Authority throughout the life of the contract. Tenderers should outline their service delivery model which supports the Sustainability and Climate Action Agenda including for example:

- Efficiencies and energy saving initiatives to minimise carbon footprint;
- Initiatives to ensure the services required under the initial contract are analysed and designed to reflect significant enhancements of the carbon footprint and general sustainability goals of the Contracting Authority;
- Proposals for social inclusion including initiatives for community engagement and/or other initiatives

3.8 Access to Oberstown Campus

The successful tenderer will have access to onsite facilities for training.

3.9 Confidentiality

Tenderers must also outline how they will ensure GDPR compliance and confidentiality of information at all times during the delivery of the services.

3.10 Pricing

In addition to the proposed fees for course delivery on-site at Oberstown of the Initial Call-off Contract, Tenderers must also include pricing for additional costs for delivery of a train the trainer

adaptation of the model - in order to future proof delivery on Campus. This is completely optional and a co-delivery approach is envisaged anyway.

3.11 Health & Safety

Tenderers must also provide details of their approach to complying with Health & Safety requirements in their delivery of the training on-site at Oberstown. Successful Tenderer will be required to adhere to the Contracting Authority's onsite Health & Safety requirements.

3.12 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. The Service Level Agreement (SLA) and agreed Key Performance Indicators (KPIs) will be the main criteria for measuring performance.

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

Tenderers are required to provide a proposed draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Account Management
- Key Performance Indicators (KPIs) that will be measured and reported. (e.g. delivery of training within the specified timeframe, robust plan for future rollout and delivery of training to 100% of trainees)
- Service Credits for non-performance of agreed service levels
- Communication Plan
- Formal Complaints and Escalation Procedures

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer.

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

3.13 Details of Contracts arising over the life of the Framework Agreement

Subject to the Contracting Authority's obligations at law, it may seek further services, which are ancillary, related and similar to requirements under the Initial Call-off Contract, for example:

- Workshops or modules as identified during the Framework Agreement that are required e.g. delivering effective feedback.
- Periodic Performance Management training provision for new managers or staff

- Delivery of a train the trainer adaptation of the model - in order to future proof delivery on Campus

The following mechanism and principles shall apply to the delivery of further services:

1. It is envisaged that the services to be provided will be similar as those to be provided under the initial contract.
2. The fees, costs and charges payable by the Contracting Authority to the Framework Member for any further services will be determined at Call-Off stage.
3. There must be no alteration to the allocation of risk between the Contracting Authority and the Framework Member.
4. The term for the delivery of the services shall not exceed the Term as specified under the Framework Agreement.

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 qualifications, 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

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.

4.3 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.

General Information

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Financial and Economic Standing

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.
Financial Capacity	(a) Confirm the tendering party turnover is at least €100,000 during each of the last three years or pro-rata if more recently established firms are tendering. – however the firm must have been in existence for at least 6 months. (b) 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. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:

Insurance Type

Required Level

Employer's Liability

€13 million

Public Liability

€6.5 million

Professional Indemnity

€1 million

Declaration

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.

Complete the Article 5K Declaration - EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

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.

Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

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

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that the skills outlined may reside in the same person however there must be a **minimum of two (2) resources**.

Note: the Contract Manager role may be performed by one of the Trainers

Skillset Required	Minimum Number
Lead Trainer with a <u>minimum of 2 years' experience</u> of delivering leadership and associated training.	1
Trainer with a strong facilitation approach and a demonstrated ability to challenge accordingly. Trainers to be able to demonstrate that they are fully conversant with adult learning principles	1
Contract Manager	1

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of two (2) previous comparable experience/projects, involving the features as defined in the TRD.

Tenderers must demonstrate to the satisfaction of the Contracting Authority that they have the experience necessary to supply the Services as set out in Section 3 of the RFT if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion, each Tenderer must submit, by completing the TRD, with its Tender details of two (2) reference contracts which demonstrate to the satisfaction of the Contracting Authority, the Tenderer's experience in successfully delivering performance management training demonstrating the specific requirements set out below. Each reference contract must relate to services delivered within the five (5) years prior to the deadline for submission of Tenders. Reference contracts outside this timeframe will not be considered.

Each of the reference contracts must:

- (i) Demonstrate the successful design and delivery of Performance Management training setting out the numbers trained, levels within the organisation and supported by a copy of the training programme and high level indication of training materials used.
- (ii) Outline the general approach taken to upskill people leaders on managing performance e.g. models used, engagement processes used
- (iii) Demonstrate key outcomes of the training – examples of what results were achieved (different approaches being taken, motivation levels, engagement levels)
- (iv) Detail any associated work outside of the main contract that is relevant e.g. effective communications, developing a feedback culture.

Tenderers must use the table format in the TRD for their answers and must respond to each element of the table.

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 (i) to (iv) above have been met and whether the services have been successfully delivered.

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.

Reference projects internal to the Tenderer/the Tenderer's corporate group (for example, service delivery to another group company) are not permitted.

The Contracting Authority may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity.

Health & Safety Management System

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.

5 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.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n/a
Title	Cost for Evaluation purposes		
Description	Tenderers must complete and sign the Form of Tender and Pricing Document in the TRD.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	25%	2500	1250
Title	Proposed Approach and Methodology for Delivery and Evaluation of the Training Programme		
Description	Tenderers must, using the Tender Response Document (TRD), comprehensively demonstrate in their response how their proposed approach and methodology will deliver the required outcomes as specified at section 3.1.1 and 3.1.2 The requirements for GDPR compliance and confidentiality of information of Oberstown set out at section 3.9 of the RFT should also be addressed in full, including how they will be ensured at all times during the delivery of the training. Note: This criterion will be evaluated in its totality.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3000	1,500
Title	Proposed Team for Delivery of the Training		
Description	Tenderers must provide details of the proposed team to deliver the training at Oberstown as specified at section 3.5 of the RFT. Note: This criterion will be evaluated in its totality.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Title	Course/Contract Management		
Description	Tenderers are required to provide details of their proposed course/contract management arrangements as specified at section 3.4 of the RFT.		

	Tenderers must also include a draft SLA as set out in Section 3.12 of the RFT. Note: This criterion will be evaluated in its totality.		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	5%	500	n/a
Title	Sustainability Proposals		
Description	Tenderers should outline their service delivery model which supports the Sustainability and Climate Action Agenda as specified at section 3.7 of the RFT. Note: This criterion will be evaluated in its totality.		

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 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:

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

5.2 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		

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

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.

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 and award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

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

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.

6.2 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. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by 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 the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic postbox, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new 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.

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

(a) Accessing Documents

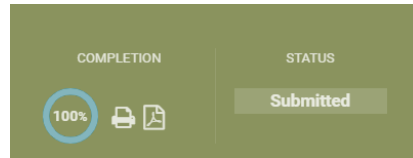
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (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 “Tender” under the Show CfT Menu

(b) Uploading 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 uploaded and submitted the tender, you have not complied with the formal obligations and **YOU HAVE NOT** submitted your response.

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 go through 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.

6.3 Queries

The closing date for submitting queries is specified on the title page.

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

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

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 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 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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/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.

6.16 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 service provider.

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.

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

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) days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.18 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.

6.19 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.

6.20 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 license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 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".

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 Accessibility / 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.

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.

6.28 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).

6.29 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 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.

6.30 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.

6.31 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.

6.32 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 factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

APPENDIX 1 – Framework Terms and Conditions

Note to Tenderers: This document has been uploaded separately to eTenders with this RFT.

APPENDIX 2 – Call-off Contract Terms and Conditions

Note to Tenderers: This document has been uploaded separately to eTenders with this RFT.