

CALL FOR TENDER

Establishment of a Multi-Supplier Framework Agreement for	The Provision of Contracted Training Services for Longford and Westmeath Education and Training Board (LWETB) in 11 Lots
Procedure	OPEN
eTenders CFT ID	8782720
Issue Date	Tuesday, 4th August 2026
Closing Date for Queries	Monday 24th August 2026 @ 14:00 (Irish Standard Time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	Thursday, 3rd September @14:00 (Irish Standard Time)
Please note that information relating to this Call for Tender (CFT), 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 Longford and Westmeath Education and Training Board cannot accept responsibility for information relayed (or not relayed) via third parties.	

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1. Disclaimer

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

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of Longford and Westmeath Education and Training Board (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 Longford and Westmeath Education and Training Board 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, expressed or implied, in relation to such information. Longford and Westmeath Education and Training Board’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.

Longford and Westmeath Education and Training Board reserves the right to discontinue the procurement process at any time.

2. Summary

Contracting Authority:	Longford and Westmeath Education and Training Board (LWETB)
Nature of procurement:	The Provision of Contracted Training Services for Longford and Westmeath Education and Training Board (LWETB) in 11 Lots
Type:	Service
Procedure:	Open Procedure

3. About Longford and Westmeath Education and Training Board

Education and Training Boards (ETBs) are statutory authorities, which have responsibility for education and training, youth work and a range of other statutory functions. ETBs manage and operate primary schools, second-level schools, further education colleges, and a range of adult and further education centres delivering education and training programmes.

The establishment of Longford and Westmeath Education and Training Board (LWETB) came about by the passing of the Education and Training Board Act 2013.

Roles, Responsibilities and Functions

The general functions of an Education and Training Board, stated under the Education and Training Boards Act 2013, are to:

- a) establish and maintain recognised schools, centres for education and education or training facilities in its functional area,
- b) when directed to do so by the Minister:
 - i. establish and maintain recognised schools in its functional area,
 - ii. establish and maintain centres for education in its functional area,
 - iii. maintain centres for education or recognised schools in its functional area, and
 - iv. establish, maintain or resource education or training facilities in its functional area,
- c) plan, provide, co-ordinate and review the provision of education and training, including education and training for employment, and services ancillary thereto in its functional area in:
 - i. recognised schools or centres for education maintained by it,
 - ii. education or training facilities maintained or resourced by it,
 - iii. children detention schools,
 - iv. prisons, and
 - v. facilities maintained by other public service bodies,
- d) enter into arrangements with, and provide support services to, education or training providers,
- e) establish scholarships,
- f) adopt a strategy statement,
- g) adopt an annual service plan,
- h) co-operate with anybody nominated to carry out internal audit functions,
- i) provide education and training at the request of, and on behalf of, anybody which funds training out of money provided to that body by the Oireachtas,
- j) support the provision, co-ordination, administration and assessment of youth work services in its functional area and provide such information as may be requested by the Minister for Children and Youth Affairs in relation to such support, and
- k) assess whether the way it performs its functions is economical, efficient and effective.

ETBs are active in local communities through the direct provision of training and education programmes delivered in training centres, colleges and other training and educational settings. In this way, ETBs seek to make a real difference to the lives of the people they serve.

Such responsiveness continues to be the hallmark of the education and training boards sector, looking outward nationally and internationally, while servicing education and training locally and individually.

Log on to www.lwetb.ie for more information.

3.1 Small and Medium Enterprise Participation

It is the policy of LWETB 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 LWETB, 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. LWETB will not act as an arbitrator between members of consortia.

Micro enterprises: enterprise which employs **fewer than 10 persons** and whose annual turnover and/or annual balance sheet total does **not exceed EUR 2 million**.

Small enterprises: an enterprise which employs **fewer than 50 persons** and whose annual turnover and/or annual balance sheet total does **not exceed EUR10 million**

Medium enterprises: enterprises which are neither micro nor small and which employ **fewer than 250 persons** and which have an annual turnover not exceeding EUR 50million, and/or an annual balance sheet total **not exceeding EUR 43 million**

If your Company intends to subcontract any of this service, the Tenderer must clearly set out:

- a) The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- b) A description of the role to be fulfilled by each subcontractor;
- c) The name, title, telephone number, postal address, and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to;
- d) Confirm each subcontractor has submitted an eESPD and a signed Declaration of Personal Circumstances at the Framework establishment stage or during the lifetime of the Framework through the messaging facility on etenders under RFT 166650 Security Services Framework. If not, submit the relevant eESPD and/or signed Declaration of Personal Circumstances as part of this Tender Submission.

A Declaration of Personal Circumstances is included at Appendix 5. If an eESPD is required please request it via the messaging facility on etenders.

A Tenderer is deemed non-compliant if they rely on the assistance of a sub-contractor for whom no eESPD or signed Declaration of Personal Circumstances was submitted at the Framework establishment stage, or during the lifetime of the Framework through the messaging facility on etenders under this CFT Framework, or with this tender submission. The Client and the Office of Government Procurement reserve the right to seek written undertakings from any nominated subcontractor.

4. Scope/Specification of the Framework Agreement

Longford and Westmeath Education & Training Board proposes to engage in a competitive process for the establishment of a multi-party framework agreement for the provision of Contracted Training Services for Longford and Westmeath Education and Training Board (LWETB) in 11 Lots.

Scope of Lots:

Lot 1: Business, Administration Skills; Financial Services Skills; Management Skills

Lot 2: Information Technology Skills; Engineering (IT) Skills; Core ICT Skills

Lot 3: Engineering Skills; Electrical Engineering Skills; Mechanical Engineering Skills

Lot 4: Health, Family other Social Services Skills

Lot 5: Hairdressing, Beauty and Complementary Therapies Skills

Lot 6: Transport, Distribution and Logistics Skills; Transport Engineering Skills

Lot 7: Food and Beverage Skills; Tourism Skills; Sport & Leisure Skills

Lot 8: Agriculture, Horticulture and Mariculture Skills; Animal Science Skills

Lot 9: Core Personal Skills; General Learning; Language Skills; Sampling Skills; Arts and Crafts Skills.

Lot 10: Research and Education/Training Skills.

Lot 11: Security, Guarding & Emergency Services Skills.

Requirements

- Longford and Westmeath Education and Training Board invites tenders from training providers for the provision of training services. The services concerned will be required at locations across County Longford and Westmeath.
- Tenderers may apply for one, some or all Lots.
- Courses may run once, more than once or not at all depending on demand and availability of funding.
- Courses listed above are non-exhaustive and subject to change.
- Delivery of courses may be required through various means including, in person, online or hybrid.
- Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities
- There may be occasions where course delivery is required through the medium of Irish.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

Indeed, Longford and Westmeath Education and Training Board reserves the right to operate outside of the framework agreements 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 in order to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework

The framework agreement will be established as a multi-party framework agreement with a maximum of 5 parties admitted to each Lot from Lot 1 to Lot 11, subject to that number meeting the minimum criteria and rules. The suppliers added to each Lot will be the top scoring suppliers following evaluation.

4.2 Duration of the Framework Agreement

This public procurement competition will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Each Framework Agreement will be issued for a term of 2 years (“the Term”). The Term will not exceed four (4) years in total, subject to satisfactory performance, business needs and budgetary constraints.

Any contract that may result from this Competition (the “Services Contract”) will be issued for the duration of the course(s) (“the Course Term”). Service Contracts awarded within the lifetime of the Framework Agreement may themselves exceed beyond the expiry of the Framework Agreement.

Longford and Westmeath Education Training Board reserves the right to extend the Term of each Framework Agreement for a period or periods of up to a maximum of two (2) years (either on the basis of 6 month, 12 month or 24-month contracts), on the same terms and conditions, subject to the Longford and Westmeath Education and Training Boards obligations at law.

Optional contracts are contingent on on-going need and budget availability within the framework.

Note 1:

It is emphasised that this contract does not constitute a guarantee to procure a specific service from a particular economic operator. Indeed, LWETB reserves the right to operate outside of the agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the agreement.

For the avoidance of doubt, Longford & Westmeath Education and Training Board confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

Note 2:

Longford and Westmeath Education and Training Board reserves the right, at any stage of this procurement process, to cancel, discontinue or terminate this competition, or to terminate any resulting contract(s) and/or framework agreement, where a national framework, Dynamic Purchasing System (DPS), contract, competition or other procurement arrangement becomes available and is deemed suitable, mandated for use, or offers better value for money in terms of pricing and/or quality of service. This right may be exercised at any time, including after contract award. Tenderers shall not be entitled to claim any costs, expenses, loss of profit, damages or any other compensation arising from the cancellation, discontinuance or termination of the competition, contract(s) and/or framework agreement.

4.3 Estimated Value of the Framework Agreement

The combined estimated total value of the framework agreement is in the region of **€15,000,000 (ex VAT)**, over the **lifetime** of the framework agreement. It is emphasised, however that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under any of the framework agreements. This figure is an estimate only based on current and future expected usage and does not represent a guarantee of spend.

Similarly, the estimated values set out for each lot in the table below are indicative only. LWETB reserves the right to allocate expenditure across lots as required, and no commitment is made to spend any specific amount within any individual lot, as actual requirements and spending patterns may vary throughout the duration of the Framework Agreement.

Lot No	Course Description	Value (ex VAT)
1	Business, Administration Skills; Financial Services Skills; Management Skills	€1,500,000
2	Information Technology Skills; Engineering (IT) Skills; Core ICT Skills	€2,000,000
3	Engineering Skills; Electrical Engineering Skills; Mechanical Engineering Skills	€3,000,000
4	Health, Family other Social Services Skills	€1,000,000
5	Hairdressing, Beauty and Complementary Therapies Skills	€1,000,000
6	Transport, Distribution and Logistics Skills; Transport Engineering Skills	€2,000,000
7	Food and Beverage Skills; Tourism Skills; Sport & Leisure Skills	€500,000
8	Agriculture, Horticulture and Mariculture Skills; Animal Science Skills	€2,000,000
9	Core Personal Skills; General Learning; Language Skills; Sampling Skills; Arts and Crafts Skills.	€500,000
10	Research and Education/Training Skills.	€500,000
11	Security, Guarding & Emergency Services Skills.	€1,000,000

4.4 Awarding Contracts under the Framework Agreements

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

Through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the respective framework agreement.

Note: The first ranked will be considered as the sole provider for the service in question including any expansion of service requirement for the lot.

Where the first ranked fails to perform the services to the satisfaction of Longford and Westmeath Education and Training Board, Longford and Westmeath Education and Training Board may allocate the service to the 2nd ranked firm.

On any individual occasion, where the highest ranked cannot deliver the contract due to availability, etc. the next ranked firm will be approached to deliver the service.

4.5 Application of Variants (where applicable)

Variants are acceptable under this Framework.

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

4.6 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between Longford & Westmeath Education and Training Board and the successful Respondent. The SLA and agreed Key Performance Indicators will be the main criteria for measuring performance to include cost competitiveness, quality of service and turnaround times.

It is expected that the successful respondent 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 Longford and Westmeath Education and Training Board which will describe in detail how they propose to address the execution and performance monitoring of the service provision (as requested in Criterion B).

4.7 Account Management

4.7.1 Account Manager

Longford and Westmeath Education and Training Board requires Respondents 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 Longford and Westmeath Education and Training Board.
- 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 Longford and Westmeath Education and Training Board ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e., Longford and Westmeath Education and Training Board will not pay separately for account management activities). Longford and Westmeath Education and Training Board will nominate authorised staff to liaise with the successful Respondent and delegate as required.

4.8 Garda Vetting

To comply with Garda Vetting requirements schools and centres may require that any maintenance work will be undertaken outside school hours.

Section 12 of the Vetting Act 2012 requires; “that a school authority must not, other than where certain exemptions apply, contract, permit or place a person to undertake relevant work or activities prior to the school authority receiving a vetting disclosure from the Bureau in respect of that person”.

If work must be completed during school hours, and if deemed necessary by the school principals or their representatives, each organisation must, if requested by LWETB, supply relevant details of the staff proposed to carry out the maintenance to enable LWETB to obtain Garda Vetting for these staff members. Failure to provide relevant details for staff members will result in the immediate removal of the organisation from the maintenance panel.

If LWETB or its representatives request the removal of any person from its premises the contractor must immediately comply with this request or else face immediate removal from the maintenance panel. Failure to satisfy LWETB that the above requirements have been fully complied with will result in the Company being immediately removed from the panel.

You must, if required by the ETB, maintain satisfactory vetting throughout employment with the ETB. Failure to do so will result in termination of employment. The Employer reserves the right to re-vet employees in line with the ETB’s re-vetting policy. All Garda vetting disclosures will be retained by the ETB in line with our Records Retention Schedule, which is available upon request.

In addition, an employee who is convicted of any criminal offence (or given the benefit of the Probation Act 1907) must report that fact to their Head of HR within 1 business day of conviction, in order for an assessment to be conducted under Garda Vetting regulations. In certain circumstances this could have implications for his/her position of employment. Such information will be treated in strict confidence and no record of it will be kept unless the information is considered relevant to the official position of the employee in the ETB.

4.8.1 Replacement Personnel

Notification must be sent in writing as soon as possible to Longford and Westmeath Education and Training Board on any proposed change of nominated personnel, such change to be subject to the written approval of Longford and Westmeath Education and Training Board.

Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience and Garda Vetted.

4.9 Invoicing

All official invoices must be dated and quote a Longford & Westmeath Education & Training Board training contract course number / PLSS number and must be submitted by email to the LWETB Contracted Training Officer. All invoices which do not quote the relevant training contract course number / PLSS number will be returned to the supplier. Payment will be made within 30 days of receipt of a valid invoice.

Successful contractors may be required to submit PEPPOL compliant electronic Invoices to a site-specific level of detail to the satisfaction of Longford & Westmeath Education and Training Board.

4.10 Right to Tender outside of the Framework

Longford and Westmeath Education and Training Board 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 member the right to be consulted in respect of, or tender for, any contract.

4.11 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of Longford and Westmeath Education and Training Board's Framework Terms and Conditions.

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 - Instructions to Tenderers Section (b) of this document.

All queries relating to tenders competitions **must** be submitted through the tender portal **only**. Any queries emailed directly to LWETB will not be responded to in the interest of fairness to all interested parties in the tender.

4.12 Award to Runner Up (If applicable)

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 Longford and Westmeath Education and Training Board; Longford and Westmeath Education and Training Board reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

4.13 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfill the obligations under the framework agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU Specification of Requirements for Initial Contract under the framework (if applicable) OR requirements under the framework agreement.

The framework agreement will be established on foot of this tender competition.

4.14 Site Locations

See Appendix 3 for a list of all current LWETB schools/centres. Please note additional centres or schools may be added or removed during the term of the Framework at the discretion of LWETB. Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

4.15 Site Visits

No site visits necessary for this framework agreement.

4.16 Pricing

The Pricing Schedule (Appendix 1 TRD Document) must be submitted in the spreadsheet provided when uploading and submitting the tender response by the tender deadline. If not submitted or if altered, LWETB reserves the right to eliminate the tender response.

All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro (€) only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. Time spent travelling to or from learner locations is not billable as tutor time.

There will be fixed pricing for the first year and there will be a further requirement to complete pricing list annually prior to each annual extension option. Price amendments in subsequent years will be at the discretion of LWETB and where increases are approved, they will be calculated in line with the applicable Consumer Price Index (CPI).

By submitting a tender response Tendering Suppliers confirm that all prices quoted in their tender response document will remain valid for 1 year, commencing from the tender deadline.

5. Evaluation Process

In responding to the Evaluation Criteria tenderers must complete the LWETB Tender Response Document (TRD) covering both the Selection Criteria and the Award Criteria as part of their tender submission.

The TRD is a separate document with this Call for Tender (CFT) and must be completed and signed in full by tenderers.

The OPEN procedure is being used by Longford & Westmeath Education and Training Board for the award of this framework agreement.

While all interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

Please note that information supplied by tenderers will be treated as contractually binding. However, Longford and Westmeath Education and Training Board (LWETB) reserves the right to seek clarification or verification of any such information. Tenderers will be required to provide such clarification in writing. Clarification responses may not materially change elements of the tenders submitted.

Tenderers should note that Longford & Westmeath Education and Training Board (LWETB) reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

No unsolicited communications from Tenderers will be entertained during the evaluation process. All communications must be entered through eTenders platform.

5.1 Part 1 – Selection Criteria - Pass/Fail – General, Legal and Financial Requirements

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

General Information	Please provide company name, address and contact details as requested for individual responsible for this tender and company overview. CRN number (Company registration number). Issued on your Certificate of Incorporation by the CRO.
Legal Compliance	Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 at Section 2 of TRD. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

Financial Capacity Information	
(i) Tax	Please confirm that you meet the following financial requirements: Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners. Successful Tenderers must provide evidence of tax clearance.
(ii) Turnover	Confirmation that your turnover exceeded €375,000 annually over a period of three years or pro-rata if more recently established firms Must be stated in EURO
(iii) Insurance	Confirmation of the following insurances being in place for inspection if required as applicable: Employers Liability - €13m Public Liability - €6.5m Professional Indemnity - €2.6m Cyber - €1m
(iv) Data Protection	Confirmation that all Data subjects whose personal data is provided have consented to the processing of such data by LWETB, the evaluation team and supplier of eTenders website for the purpose of this competition.
Technical and Professional Capacity	
(i) Details of Company experience	Tenderers should outline details of at least two previous contracts (excluding LWETB) within the last three years in which they have successfully delivered services of a similar nature, size, and range to those required in this CFT. LWETB reserve the right to contact any of the above to verify the successful delivery of services.
(ii) Access to Adequate Workforce	Tenderers must demonstrate access to the minimum number of skilled personnel (minimum of four) with sector

	knowledge and relevant skills in order to ensure the provision of services that meet the requirements of LWETB and as set out in the detailed specification of Requirements. Please note that prior to commencement of a course detailed CVs will be required for each nominated tutor delivering the course. Tenderers should include an organisational chart with their tender response (please include at appendix 2 of Tender Response Document).
(iii) Quality Assurance	Details of Quality Assurance policies and systems and whether 3rd party certified or in-house certified.
(iv) Health and Safety	Details of Health and Safety policies and whether 3 rd party certified or in-house certified.
(v) Environmental Systems	Details of Environmental Management policies and whether 3 rd Party certified or in-house certified.
(vi) Status of European Single Procurement Document (ESPD)	Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 5. 1 Legal and Financial. However, Longford and Westmeath Education and Training Board requires evidence by completing the relevant section of Tender Response Document (TRD) – Financial and Technical Capacity relating to Technical Capacity. Mere confirmation <u>will not be</u> sufficient under these headings.

NOTE 1: Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question may be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

Note 2: Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above.

Note 3: Tenderers must ensure that they have completed and signed the Declaration of Bona Fides. Failure to supply the required information may result in elimination from detailed tender evaluation.

Note 4: Tenderers may be required to make a presentation on the proposal contained in their response. Longford and Westmeath Education and Training Board (LWETB) will not be liable for any costs involved in such presentation.

NOTE 5: For certain contracts, Tenderers will have to comply with Government Contracts Committee for Construction (GCCC) forms of contracts and associated insurances.

Prior to the award of any framework agreement / contract, Longford and Westmeath Education and Training Board (LWETB) will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

5.2 Part 2 - Award Criteria

Only responses meeting the selection criteria (Part 1) and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the following criteria.

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Responses are required through completion of the separately attached Tender Response Document (TRD). Full details for each criterion are included in the Tender Response Document (TRD).

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

Failure to complete this part of the tender response document will deem your tender inadmissible.

The evaluation committee will only consider Tenders provided in the format set out in this CFT. Any additional pages or information will not be considered in the evaluation and no marks will be awarded for information included on pages outside of the page allowance.

For the avoidance of doubt, LWETB will not read or evaluate any part of a Tender which exceeds the page limit / word count for that award criterion. This is necessary in order to ensure concise relevant answers which will in turn facilitate an efficient evaluation process.

Please note: Any information given/submitted under the above selection criteria will not be considered/awarded marks in the evaluation of the award criteria, 5.2 of this CFT, and vice versa. These are two criterions in their own right.

Criterion A	Weighting	Maximum Marks	Minimum Required	Marks
	40%	400	N/A	
Title	Cost			
Instructions	Tenderers are required to outline their cost proposal by completing the Pricing Template in the Tender Response Document for the relevant Lots they wish to be considered for. Tender prices are fixed for year one, price amendments in subsequent years will be at the discretion of LWETB and where increases are approved, they will be calculated in line with the applicable Consumer Price Index (CPI).			

Criterion B	Weighting	Maximum Marks	Minimum Required	Marks
	20%	200	120	
Title	Proposed methodology for ensuring the successful delivery of the services required			
Instructions	Tenderers must outline in detail their proposed methodology for delivering the services envisaged under this agreement. In particular they must describe the approach and methodology to deliver these services with particular reference to the processes and procedures they propose to adopt in managing the delivery of the services to a high-quality standard. Tenderers should detail how their approach will address the following: Each point below must be addressed within your answer. ➤ Understanding the service requirement for this particular service ➤ Experience and competence relevant to the service ➤ Background details of Company, size, number of employees, and Organisation Structure ➤ Methodology for assisting learners obtaining relevant work/job placement			

	➤ Service Levels and Contract Management – please provide a draft Service Level Agreement (SLA) which will describe in detail how you propose to address the execution and performance monitoring of the service provision ➤ In your response demonstrate how you will notify LWETB every time there is a change in staff providing the service. ➤ Speed of response to general (non-urgent) queries, urgent queries and multiple queries ➤ Cost Control: Proposals as to how the Tenderer would keep service costs down ➤ Details of the Tenderer’s measures for ensuring quality and the Tenderer’s policy towards total quality management. ➤ Details of any quality qualifications/accreditation held or standards that the Tenderer works to, including the name of the accreditation body, date achieved and the relevant standard ➤ Methodology for timely submission of invoice(s) throughout the duration of the course ➤ Methodology for timely submission of final invoice(s) once the course has completed Maximum Word Count = 2000 words
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Criterion C	Weighting	Maximum Marks	Minimum Required	Marks
	15%	150	90	
Title	Proposed Service Team - Quality, quantity and balance of the human resources proposed to deliver the services required.			
Instructions	Tenders must have access to minimum levels of manpower and skills required to carry out the service being tendered for. Tenderers must set out the personnel proposed for the initial contract agreement. This will facilitate LWETB in assessing the quantity and balance of the resources allocated to the performance of the service. An Account Manager, who will act as point of contact for LWETB must be nominated. Additionally, Tenderers must demonstrate the quality and			

	expertise of the human resources proposed in the resource allocation schedule through the provision of CVs. In addition: Each point below must be addressed within your answer. ➤ Tenderers should clearly indicate each team member's precise roles and responsibilities and time commitment ➤ Tenderers are required to detail the number of year's professional experience in the subject matter, and the number of years post pedagogical experience. ➤ Minimum number of skilled personnel (minimum of four) with sector knowledge and relevant skills in order to ensure provision of services that meet the requirements of LWETB as set out in the Call for Tender (CFT). A CV must be submitted (at Appendix 3 TRD) for at least four (4) staff. ➤ Tenderers should state the number of back-up personnel available to provide the requirements of LWETB outside of the designated contract team. Maximum Word Count = 1500 words
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Criterion D	Weighting	Maximum Marks	Minimum Required	Marks
	15%	150	90	
Title	Health & Safety			
Instructions	Tenderers must provide a written statement by way of setting out how amongst others the following issues will be addressed. Each point below must be addressed within your answer. ➤ Outline how your company will manage Health & Safety for the duration of this contract.			

	➤ Advise how you will identify, assess and manage risks associated with this contract. ➤ Provide details of how you will co-ordinate and implement safe working procedures for the duration of each contract. ➤ Provide details of how you will assess the on-going competency of persons engaged in this contract. ➤ Provide details of how you will assess the on-going Health & Safety resources required for the service being tendered for. ➤ Provide details of how you will take corrective action and issue directions. ➤ Provide details of how you will assist LWETB in increasing energy efficiency and reducing energy costs in an innovative manner. Three examples must be provided to support same. ➤ Tenderers should include, if applicable, details of any specialists and other skills relevant to the service Maximum Word Count = 1500 words
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Criterion E	Weighting	Maximum Marks	Minimum Required	Marks
	10%	100	60	
Title	Green Public Procurement Initiatives – Sustainability, Environmental and Innovation/Added Value			
Instructions	Tenderers must demonstrate their proposals for integrating sustainable practices, inclusive delivery, and innovative approaches that add value to the service. Tenderers should address the following in their response: ➤ Reduction of Environmental Impacts Describe the practical steps taken to minimise environmental impacts in the delivery and administration of training, including but not limited to reducing paper use, minimising printing ➤ Energy Increase Efficiency Provide details of how you will assist LWETB in increasing energy efficiency and reducing energy costs in an innovative manner. Three examples must be provided to support same.			

	➤ Sustainable Delivery for LWETB Describe any specific measures to mitigate travel barriers, such as ease of access to locations, public transport options, other initiatives, such as localized "pop-up" learning environments, etc. ➤ Accessibility and Inclusive Practice Explain how your training delivery is accessible and inclusive for all learners, including those with disabilities or facing disadvantage. This should include adaptation of materials and delivery method, supports to enable participation, approaches to ensuring equitable access to programmes, alternative delivery models ➤ Innovation and Added Value Describe any innovative approaches that enhance training delivery and provide added value to the ETB. This may include new delivery models or technologies, enhanced learner supports, ways in which your organisation contributes beyond the core contract ➤ Tenderers may also refer to their existing formal environmental or sustainability policies, certifications, or organisational commitments, however they must also describe how the above policies and certifications apply to the specific services to be provided under the Framework(s). Maximum Word Count = 1000 words
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NOTE 1: Tenderers should ensure in their response that they provide detailed information in respect of all aspects of the contract award criteria as stated above.

This will enable Longford and Westmeath Education and Training Board (LWETB) to assess fully the extent of their offers.

NOTE 2: Award of admission to framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 3: Tenderers should note that Longford and Westmeath Education and Training Board (LWETB) reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 4: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criterion unless stated otherwise in the TRD in order to avoid elimination from the competition. Qualitative criteria will be scored using the following baseline system:

90 – 100%	Exceptional (Very Comprehensive) The Tenderer has provided a thorough and very comprehensive response, addressing ALL requirements in extensive detail, providing confidence that the requirements can be met in full, with added value solutions.
80 – 89%	Excellent (Comprehensive) The Tenderer has provided a strong and comprehensive response addressing most of the requirements in detail, providing confidence that the requirements can be met in full.
70 – 79%	Very Good The Tenderer has provided a very good response addressing most of the requirements in sufficient detail, providing confidence that most requirements can be met.
60 – 69%	Good The Tenderer has provided a good and satisfactory response addressing most of the requirements in sufficient detail, providing confidence that most requirements can be met.
50 – 59%	Acceptable The Tenderer has provided an acceptable response addressing some of the requirement with partial detail. There are a few concerns about whether or not the requirements can be met, which requires further clarification.
Less than 50%	Unacceptable The Tenderer has provided a minimal response addressing some of the requirement with very little detail. The response provided does not provide full confidence that the requirements can be met.

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

NOTE 5: (IF APPLICABLE) The lowest cost tender that also meets all of 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	$\frac{A \times C}{B}$

APPENDIX 1 – Instructions to Tenderers

(a) Submission of Tenders

Longford and Westmeath Education and Training Board (LWETB) is using the tender post-box facility and tenders must be submitted electronically via the e-Tenders post-box facility on www.etenders.gov.ie **only**. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers. Longford and Westmeath Education and Training Board (LWETB) 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 CFT. Tenders must produce their response as a **SINGLE UPLOADED FILE, which is clearly labelled, page numbered and indexed**.

Tenderers must complete the LWETB Tender Response Document (TRD) covering both the Selection Criteria and the Award Criteria as part of their tender submission. For the purposes of clarity, the LWETB Tender Response Document (TRD) is the only document that will be evaluated – no other uploads will be evaluated for this competition.

Please strictly adhere to word counts where applicable as outlined in the Tender Response Document. LWETB reserve the right to evaluate to the maximum word count for each criteria and therefore additional wording in excess of the stated maximum word count will not be evaluated.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic post-box and a one-hour limit for upload. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be

aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process. LWETB have uploaded a separate document with information on submitting tender documents on eTenders. Please review this document in advance of uploading and submitting your response.

The closing date for receipt of tender applications is **14.00 hours (Local Time) on Thursday 3rd September 2026.**

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.**

Tenders must be submitted in English.

Please note: guidance for submission of tenders has been uploaded to assist with completing a tender submission. Please refer to this document for further assistance.

(b) 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 Longford and Westmeath Education and Training Board (LWETB) should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. Longford and Westmeath Education and Training Board (LWETB) 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 Questions and Answers facility on www.etenders.gov.ie. The closing date for receipt of queries is **14.00 hours (Local Time) on Monday 24th August 2026.**

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 Longford and Westmeath Education and Training Board (LWETB) cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) 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 Longford and Westmeath Education and Training Board (LWETB), be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

Longford and Westmeath Education and Training Board (LWETB) reserves the right to disqualify incomplete tenders.

(d) 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.

(e) Extension of Tender Period

Longford and Westmeath Education and Training Board (LWETB) reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing via eTenders to all parties who have expressed an interest in the notice no later than six days before the original closing date.

(f) 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 e-tenders post-box 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.

(g) Cost of Preparation of Tender

Longford and Westmeath Education and Training Board (LWETB) 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 or provide samples of their products.

(h) 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.

(i) 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. Longford and Westmeath Education and Training Board (LWETB) operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by Longford and Westmeath Education and Training Board (LWETB) is normally Electronic Funds Transfer.

Note: Longford and Westmeath Education and Training Board (LWETB) 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.

(j) Conflict of Interest

It will be a condition of award of this contract, and any subsequent contract that the successful tenderer(s) are awarded, that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Longford and Westmeath Education and Training Board (LWETB). Any registrable interest involving the tenderer and Longford and

Westmeath Education and Training Board (LWETB) or employees of Longford and Westmeath Education and Training Board (LWETB), or their relatives must be fully disclosed in the tender submission or should be communicated to Longford and Westmeath Education and Training Board (LWETB) 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. 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.

(k) Freedom of Information Acts

All responses to this call for tender (CFT) 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 call for tender (CFT) should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB)'s obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. Longford and Westmeath Education and Training Board (LWETB) 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.

(l) 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.

Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB) has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(m) 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: 353-1-6733533).

(n) Irish Legislation and Law

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(o) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer Longford and Westmeath Education and Training Board (LWETB) is committed to a policy of equality opportunity for all personnel.

(p) Clarification of Tenders

Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB).

(q) 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 Longford and Westmeath Education and Training Board (LWETB) 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.

(r) Change in the Composition of a Tender

Longford and Westmeath Education and Training Board (LWETB) reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(s) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence Longford and Westmeath Education and Training Board (LWETB), 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.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(t) Notification of Tender Evaluations

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

On a voluntary basis Longford and Westmeath Education and Training Board (LWETB) undertakes that no framework agreement will be signed or take effect until at least fourteen (14) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition ("Standstill Period"). The bidder will be notified of the decision of Longford and Westmeath Education and Training Board (LWETB) and of the expiry date of the Standstill Period.

(u) Award Notices

Following the award of contract, award notices will be published on a quarterly basis in www.etenders.gov.ie for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderer(s).

(v) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints Longford and Westmeath Education and Training Board (LWETB) will not be offering individual debriefing meetings to unsuccessful bidders.

(w) Copyright

Longford and Westmeath Education and Training Board (LWETB) will have copyright ownership of any material developed for use by Longford and Westmeath Education and Training Board (LWETB) 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)

(x) 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, 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 ".

(y) Payment

A schedule of payments will be agreed with the successful tenderer. Longford and Westmeath Education and Training Board (LWETB) 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 LWETB is normally Electronic Funds Transfer

(z) Right Not to Award

Longford and Westmeath Education and Training Board (LWETB) does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The call for tender (CFT) is issued in good faith; however, Longford and Westmeath Education and Training Board (LWETB) 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.

(aa) Environmental Aspects

Longford and Westmeath Education and Training Board (LWETB) 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.

(bb) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in the call for tender (CFT) / quotations where applicable. Under Section 27 of the Act Longford and Westmeath Education and Training Board (LWETB) is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(cc) 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 LWETB staff will be availed of during the contract or prior to the handing over of the finished work/product.

(dd) 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.

(ee) Consortia and Prime Subcontractors

Longford and Westmeath Education and Training Board (LWETB) seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships

they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

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

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CFT LWETB 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, facsimile number 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.

(ff) Anti-Competitive Conduct

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

(gg) 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 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 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.

Longford and Westmeath Education and Training Board (LWETB) 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 call for Tender (CFT).

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 (TRD) 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, Longford and Westmeath Education and Training Board (LWETB), 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 Longford and Westmeath Education and Training Board (LWETB) for the purposes of its participation in this Competition.

(hh) 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.

(ii) 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 Longford and Westmeath Education and Training Board (LWETB). 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 e-mail, accessible by the public at large and the representatives of such media.

Longford and Westmeath Education and Training Board (LWETB) will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

APPENDIX 2 – Framework Requirements / Specifications

1 Requirements

Longford and Westmeath Education and Training Board invites tenders from training providers for the provision of training services. The services concerned will be required at locations across Counties Longford and Westmeath.

Tenderers may apply for 1 or all Lots.

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

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

Indeed, Longford and Westmeath Education and Training Board reserves the right to operate outside of the framework agreements 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 in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The framework is structured into 11 distinct Lots, with each heading within a Lot functioning as a Pillar. These numerous Pillars encompass a comprehensive range of training categories and courses.

LOT 1

BUSINESS, ADMINISTRATION SKILLS; FINANCIAL SERVICES SKILLS; MANAGEMENT SKILLS

This may include but is not limited to the above pillars and covers programs that develop skills in business operations, office administration and management practice.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 2

INFORMATION TECHNOLOGY SKILLS; ENGINEERING (IT) SKILLS; CORE ICT SKILLS

This may include but is not limited to the above pillars and covers programs that develop practical skills in using technology, engineering technology and core ICT skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 3

ENGINEERING SKILLS; ELECTRICAL ENGINEERING SKILLS; MECHANICAL ENGINEERING SKILLS

This may include but is not limited to the above pillars and covers programs that develop skills in engineering, electrical engineering and mechanical engineering skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 4

HEALTH, FAMILY OTHER SOCIAL SERVICES SKILLS

This may include but is not limited to the above pillars and covers programs that prepare learners for roles in the health, family and other social services skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 5 - HAIRDRESSING, BEAUTY AND COMPLEMENTARY THERAPIES SKILLS

This may include but is not limited to the above pillars and covers programs that develop skills in hairdressing, beauty and complementary therapies skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 6

TRANSPORT, DISTRIBUTION AND LOGISTICS SKILLS; TRANSPORT ENGINEERING SKILLS

This may include but is not limited to the above pillars and covers programs that develop skills in transport, distribution and logistics, and transport engineering skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 7

FOOD AND BEVERAGE SKILLS; TOURISM SKILLS; SPORT AND LEISURE SKILLS

This category may include but is not limited to the above pillars and covers programs that develop skills in food and beverage, tourism, sport and leisure skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 8

AGRICULTURE, HORTICULTURE AND MARICULTURE SKILLS; ANIMAL SCIENCE SKILLS.

This category may include but is not limited to the above pillars and covers programs that develop skills in agriculture, horticulture, mariculture and animal science skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 9

CORE PERSONAL SKILLS; GENERAL LEARNING; LANGUAGE SKILLS; SAMPLING SKILLS; ARTS AND CRAFTS SKILLS.

This category may include but is not limited to the above pillars and covers programs that develop skills in personal, general, language, sampling and arts and crafts skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 10

RESEARCH AND EDUCATION/TRAINING SKILLS

This category may include but is not limited to the above pillars and covers programs that develop skills in research and education, and training skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

LOT 11

SECURITY, GUARDING and EMERGENCY SERVICES SKILLS.

This category may include but is not limited to the above pillars and covers programs that develop skills in security, guarding & emergency services skills.

Please note - Tenderers may be required to provide appropriate facilities for the delivery of the course(s) or deliver from LWETB's existing facilities.

Please Note:

- There may be occasions where course delivery is required through the medium of Irish.
- Pillars listed above are non-exhaustive and subject to change.

APPENDIX 3 – List of LWETB Schools/Centres/Admin Offices

Post Primary Schools	Address	Eircode
Ard Scoil Phádraig, Granard	Granard, Co Longford	N39 RR79
Athlone Community College	Retreat Road, Athlone, Co Westmeath	N37 Y985
Ballymahon Vocational School	Main Street, Ballymahon, Co Longford	N39 HK23
Castlepollard Community College	Mullingar Road, Castlepollard, Co Westmeath	N91 EF89
Columba College Killucan	Killucan, Co Westmeath	N91 ET78
Lanesboro Community College	Ballymahon Road, Lanesboro, Co Longford	N39 NN52
Mullingar Community College	Millmount Road, Mullingar, Co Westmeath	N91 TC59
Templemichael College, Longford	Templemicheal, Longford, Co Longford	N39 DA02
St Anthony's Athlone	St Mary's Hall Community Centre, Northgate Street, Athlone, Co Westmeath	N37 N1W3

Primary Schools	Address	Eircode
Cornamaddy Community National School	Cornamaddy, Athlone, Co Westmeath	N37 TR23

FET Centres/Campuses	Address	Eircode
Ballymahon Campus	Old Convent Building, Main Street, Ballymahon, Co Longford	N39 D9P3
Ball Alley Lane Athlone	Business Development Centre, Ball Alley Lane, Athlone, Co Westmeath	N37 C8W6
Belvedere Campus	Mullingar, Co Westmeath	N91 EF80
Clonown Road Campus	Unit 1, Deerpark Commercial Centre, Clonown Road, Athlone Co Westmeath	N37 T6X0
Connolly Campus, Block A,	Church Street, Longford, Co Longford	N39 HR68
Connolly Campus, Block B,	Battery Road, Longford, Co Longford	N39 N880
Connolly Campus, Block C (Longford Admin Office/College)	Battery Road, Longford, Co Longford	N39 YV90
Connolly Campus, (Longford YouthReach)	Battery Road, Longford, Co Longford	N39 K7W4

Connolly Campus, (Longford College of Further Education)	Battery Road, Longford, Co Longford	N39 RK72
Delvin Campus, Main Building	The Courtyard, Main Street Delvin, Co Westmeath	N91 C8CP
Delvin Campus, Training (Shop Units)	Main Street Delvin, Co Westmeath	N91 T634
Garrycastle Campus	Garrycastle, Athlone, Co Westmeath	N37 X985
Granard Campus	Main Street, Granard, Co Longford	N39 Y952
Kilbeggan Campus	Unit 2A, Midlands Gateway Business Park, Comagh Road, Kilbeggan, Co Westmeath	N91 NX98
Marlinstown Campus	Block A, Marlinstown Business Park, Mullingar, Co Westmeath	N91 W5NN
O'Growney Drive Campus	O'Growney Drive, Ashe Road, Mullingar, Co Westmeath	N91 H292

Admin Buildings	Address	Eircode
LWETB Head Office	Block A, Marlinstown Business Park, Mullingar, Co Westmeath	N91 RW96

Please note additional schools/centres/admin offices may be added/removed in the term of the Framework at the discretion of LWETB.

APPENDIX 4 – Location Map of LWETB Schools/Centres/Admin Office



APPENDIX 5 – Declaration as to the Personal Circumstances of Tenderer

Re: Call for Tenders for the Provision of Contracted Training Services for Longford and Westmeath Education and Training Board

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who has is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]:

(a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

(b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of Longford and Westmeath Education Training Board or [Click here and insert name of entity].

(c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

(d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

(e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

(f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

(g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

(h) That the preparation of the Tender was carried out independently.

(i) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

- (j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (k) Is not guilty of grave professional misconduct.
- (l) Has not entered into agreements with other economic operators aimed at distorting competition.
- (m) Is not aware of any conflict of interest due to its participation in the Competition;
- (n) Has not had any prior involvement in the preparation of the Competition;
- (o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
- (q) Has not undertaken to unduly influence the decision-making process of Longford and Westmeath Education Training Board in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of Longford and Westmeath Education Training Board.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me)

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths