

Request for Tenders

Contracting Authority	Galway and Roscommon Education and Training Board (GRETb)
Establishment of a Multi-Party Framework Agreement for	The Supply of Printed Matter for Galway & Roscommon Education and Training Board (GRETb)
Procedure	OPEN
Tender I.D CFT No.	8799180
Issue Date	6th August 2026
Closing Date for Queries	28th August 2026 @ 12 noon
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	8th September 2026 @ 12 noon
<i>Please note that information relating to this Invitation to 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 cannot accept responsibility for information relayed (or not relayed) via third parties.</i>	

TABLE OF CONTENTS

1. Disclaimer	4
2. Summary	4
3. About the Contracting Authority.....	5
Small and Medium Enterprises (“SME”).....	6
Consortia and Prime / Subcontractors.....	6
4. Scope of the Framework Agreement.....	7
4.1 Numbers Admitted to the Framework Agreement.....	8
4.2 Duration of the Framework Agreement	8
4.3 Estimated Value of the Framework Agreement.....	8
4.4 Awarding Contracts under the Framework Agreements	9
4.4.1 Use of the Cascade Method.....	9
4.4.2 Use of a Mini Tender Competition.....	9
4.4.3 Use of Request for Quote (RFQ)	9
4.5 Review of Performance.....	9
4.6 Account Management	10
4.6.1 Account Manager.....	10
4.6.2 Replacement Personnel	10
4.6.3 Invoicing	11
4.7 Award to Runner Up.....	11
4.8 Right to Tender outside of the Framework	11
4.9 Compliance with Terms and Conditions of the Framework Agreement.....	11
4.10 Changes.....	11
5. Specification of Requirements.....	13
5.1 Detailed Specification of Requirements.....	13
5.2 Irish Language Requirements	15
5.3 Delivery Locations	16
5.3 Volumes	17
5.4 Pricing	17
5.5 Green Procurement.....	17
5.6 Samples	18
5.7 GRET B P2P (Procure to Pay) System	18
6. Evaluation Criteria	20
6.1 Selection Criteria	20

6.1.1 General Information Relating to the Tenderer	20
6.1.2 Legal Compliance	20
6.1.3 Financial Capacity	20
6.1.4 Technical Capacity.....	21
6.1.5 Status of European Single Procurement Document (ESPD).....	21
6.2 Award Criteria.....	22
APPENDIX 1 - INSTRUCTIONS TO TENDERERS	27
(a) Submission of Tenders	27
(b) Queries.....	27
(c) Sufficiency & Accuracy of Tender.....	27
(d) Qualification of Tenders and Referential Bids	28
(e) Extension of Tender Period	28
(f) Modifications to Tenders prior to the Closing Date for Receipt of Tenders.....	28
(g) Cost of Preparation of Tender	28
(h) Tender Validity Period.....	28
(i) Currency and Payments	28
(j) Conflict of Interest	28
(k) Freedom of Information Acts	29
(l) Tax Clearance.....	29
(m) Withholding Tax	29
(n) Irish Legislation and Law	30
(o) Dignity at Work.....	30
(p) Clarification of Tenders.....	30
(q) Correction of Errors.....	30
(r) Change in the Composition of a Tender	30
(s) Interference and Inducement to Purchase	30
(t) Notification of Tender Evaluations.....	30
(u) Award Notices.....	31
(v) Policy on Personal Debriefings.....	31
(w) Copyright.....	31
(x) Brand Names, etc.	31
(y) Payment.....	31
(z) Right Not to Award.....	31
(aa) Environmental Aspects	32

(bb) Accessibility.....	32
(cc) Knowledge and Skills Transfer	32
(dd) Collusive Tendering	32
(ee) Consortia and Prime Subcontractors	32
(ff) Anti-Competitive Conduct.....	33
APPENDIX 2 – Pricing Schedule.....	34
APPENDIX 3 - Tender Response Document.....	35
APPENDIX 4 - Multi Operator Framework Agreement Terms	36
APPENDIX 5 - The Contracting Authority Conditions of Purchase	37
APPENDIX 6 – GRET B Site Locations	37

1. Disclaimer

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

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

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

2. Summary

Contracting Authority:	Galway and Roscommon Education and Training Board
Nature of procurement:	Supply of a Multi Party Framework Agreement to provide Printed Matter Services to Galway & Roscommon ETB
Type:	Services

Procedure:	Open - OJEU
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3. About the Contracting Authority

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout the country with over 650 sites under their remit. The Chief Executive (CE) of each ETB carries out the executive functions of the ETB, including those in relation to procurement.

Galway and Roscommon Education and Training Board (GRETB) originated from the amalgamation of Co. Galway VEC, City of Galway VEC and Co. Roscommon VEC on 1st July 2013. The GRETB Training Centre (formerly under the auspices of FÁS) transferred to GRETB in 2014.

GRETB employs over 2,000 staff and administers an annual budget of over €121 million. Geographically, GRETB is the second largest ETB nationally and includes four offshore islands. County Galway has the single largest, and most populous Gaeltacht area in the country and promoting the Irish language is an essential element of GRETB's core service.

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, coordinate 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. For more information on ETBs and ETBI go to www.etbi.ie

Small and Medium Enterprises ("SME")

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

Larger enterprises are also encouraged, (subject to paragraph on Consortia and Prime/Subcontractors) 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.

Consortia and Prime / Subcontractors

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 Invitation to Tender, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their

role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any Services Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party party framework agreement for the supply of Printed Matter for Galway and Roscommon ETB schools and centres and offices as required.

It is the intention of the Contracting Authority to establish Multi-Supplier Framework from which call-off contracts will be run by schools/centres and offices as requirements arise over the lifetime of the Framework.

GRETB reserves the right to add and remove locations over the term of the framework, subject to requirements. The inclusion of a school/centre is not a guarantee that they will have a requirement over the duration of the Framework.

GRETB may use the Cascade, Mini-Competition or Request for Quote Method for awarding contracts under the Framework Agreement (as appropriate) as described in 4.4 of this Invitation to Tender.

While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this Invitation to Tender and may wish to consult their legal advisers.

GRETB does not bind itself to accept the lowest priced or any Tender.

This Invitation to Tender does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to any Framework Client will exist unless and until a formal written Services Contract has been executed by or on behalf of the Framework Client. Any notification of preferred bidder status by GRETB shall not give rise to any enforceable rights by the Tenderer.

GRETb may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with **at least two** operators, subject to that number meeting the minimum criteria and rules. There is no maximum number of members who can be appointed to the framework.

4.2 Duration of the Framework Agreement

This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulation 2016 (Statutory Instruments 284 of 2016_ (the “Regulations”). Any Framework Agreement that may result from this competition will be subject to paragraph 4.3 below, if applicable, be for a term of two (2) years (“the Term”).

GRETb reserves the right, at its discretion, to extend the term for a period or periods of up to Twelve (12) months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to GRETB’s obligations at law.

Each framework agreement will be for a maximum of four (4) years duration, subject to satisfactory performance, business needs and budgetary constraints.

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

4.3 Estimated Value of the Framework Agreement

The estimated total value of expenditure on the supplies to be provided is approximately €480,000 for the duration of the framework for Printed Matter Services.

Tenderers should note that this figure is provided strictly for indicative purposes only, based on current and future expected provisions and there is no guaranteed expenditure under the framework agreement. Requirements will be drawn down by GRETB only as and when they arise.

Tenderers should note that there is no guaranteed level of expenditure under this Agreement and the Framework Clients shall be under no obligation to purchase any minimum value of Services under this Framework Agreement.

4.4 Awarding Contracts under the Framework Agreements

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

4.4.1 Use of the Cascade Method

Contracts will be drawdown through the application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where the first ranked firms are not in a position to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the framework members until the contract is awarded.

4.4.2 Use of a Mini Tender Competition

GRETb reserves the right to run a mini-tender competition between the framework members during the life of the frameworks, or where framework members can no longer perform the services in question. On such occasions, a Call for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

4.4.3 Use of Request for Quote (RFQ)

RFQ's may contain the following information.

- a) RFQ Reference Number
- b) School/ centre/office name
- c) RFQ Deadline Date and Time for submissions, by which responses MUST be received. Responses received after this date and time will not be accepted.
- d) Framework Members MUST confirm in their RFQ response that they can provide the service on the date and in the timeframe required.

The responses to the RFQ will be evaluated by the school/centre/office and the framework members who responded to the RFQ will be informed of the outcome of the RFQ by email.

If no tenderer on the framework is capable of supplying the Services required, GRETb reserves the right to run a mini competition for companies who can supply the services.

4.5 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. The Service Level Agreement and agreed Key Performance Indicators will be the main criteria for measuring performance.

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

4.6 Account Management

4.6.1 Account Manager

GRETB requires tenderers to nominate a dedicated account manager and Irish-language quality contact who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved; provide a robust complaints procedure must be in place which contains the following elements:
 - How complaints are logged
 - Individuals with responsibility for the complaint
 - Complaints reporting mechanism.
 - How issues are actioned and rectified to minimise reoccurrence
 - Mechanism for escalation where relevant and the timeframes around which complaints are handled and resolved.
- Tenderers will be required to outline any specific terms and conditions, including but not limited to a cancellation policy, that applies to the supply of the service;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.
- Proactively discuss with the Contracting Authority ways of increasing sustainability in service delivery and suggest improvements in relation to how they can reduce their carbon footprint in the delivery of the framework without compromising the overall level of service.
- Available to the Contracting Authority between the hours of 9.00-17.30 Monday to Friday or the nominated deputy account manager if they are unavailable.
- Named account manager and named Irish-language quality contact.
- Clear escalation process for urgent or sensitive materials.
- Regular review meetings, where required, to monitor quality, service performance and recurring issues.

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

4.6.2 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written

approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.6.3 Invoicing

Invoices shall be submitted by the successful tenderer on a transactional basis for all costs incurred in the preceding month **to individual GRETB Sites where the services were ordered from**. All official invoices must quote each individual GRETB's site purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

GRETB operate a decentralised purchasing system, therefore it is critical that a supplier has the ability to invoice each individual GRETB site individually.

4.7 Award to Runner Up

If for any reason it is not possible to establish the framework or award the initial contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.8 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[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

4.9 Compliance with Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority'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 Section (b) of this document.

4.10 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.

5. Specification of Requirements

5.1 Detailed Specification of Requirements

Galway & Roscommon ETB require the supply of Printed Matter for all 18 post primary schools, 2 Community National schools, a Special Education School, Post Leaving Certificate College, Training Centre and for an extensive range of Adult Services throughout both counties, including Adult Learning Services, Community Education, Back to Education Initiative, Youthreach Services, VTOS and Adult Guidance.

Each office, school and centre currently have a requirement for printed matter. Requirements will vary from school to school and centre to centre and office to office. The schools/centres will specify their exact requirements during call off method.

Orders will vary in size depending on the requirement of each of the offices, schools and centres. There is a requirement for an all-year-round ordering facility.

As deliveries are being made to live school environments, delivery vehicles must be suitable for access and off-loading.

Attached to this notice is a document names “Pricing Schedule Printed Matter” (Appendix 2). This is a list of the supplies, which may be required by GRETB offices, schools and centres over the lifetime of the Framework. This list is subject to changes as offices/school/centre requirements change. The list of printed matter provided is a representation of the supplies required by this ETB at the time of publishing. There is no guarantee that all items will be ordered and no guarantee as to the volume of goods that will be ordered. Specifications for printed matter may be bespoke for each school and centre.

By in large each office/school/centre will require its own headed paper, compliment slips, newsletters, manuals, booklets, brochures, flyers and enrolment forms and prospectus. While most printed matter is required on an ongoing basis and would be ordered in advance, there will be occasions that, for example, newsletters or posters and flyers would be ordered with a short turnaround and required for end of term or other events. The list of requirements listed below while a guide of printed matter previously ordered is not an exhaustive list. Other printed matter requirements may be required and ordered over the period of the contract.

Printed matter will be ordered as follows: The Contracting Authority may use the **Cascade method** or **Mini-Competition** or **Request for Quote** Method for awarding contracts under the Framework Agreement (as appropriate) as described in 4.4 of this RFT.

Where the Cascade method is used to call-off the service, the first ranked Framework Member will be contacted to conduct the required Services. If the first Framework Member is unavailable to carry out the work within the set time limits or in the event of underperformance, the request to provide services will be automatically sent to the next Framework member on the list, in descending order.

Where the **Mini Competition** method is used to call-off the service, each Framework Member appointed to a Lot will receive a Supplementary Request for Tender (‘SRFT’). It is expected this method of drawdown will be used where a School/Centre defines their

requirements over a period of time and appoints one supplier to provide that service for the specified term.

Where the **Request for Quotes (RFQ's)** is used to call-off the service, each Framework Member appointed to a Lot will be contacted to receive an RFQ. Email is the preferred means of communication.

Each office/school/centre will order directly from the successful suppliers in their Lot and will issue a separate purchase order for each order.

The following is an indicative list of the requirements for GRET B but not exhaustive:

- Banners
- Behaviour reports
- Booklets
- Brochures
- Catalogues
- Certificates
- Christmas cards
- Compliment slips
- Delivery dockets
- Enrolment packs
- Envelopes with school logo
- Exam answer booklets / paper
- Flyers
- GDPR Visitor Books
- GDPR Late Sign in Books
- GDPR Early Departure Books
- GDPR Accident Books
- Headed paper
- Invoices
- Leaflets
- Manuals
- Newsletters
- Notepads personalised
- Programmes
- Prospectus
- Parents' Handbook
- Posters
- Receipt books personalised
- Reports
- Roll books
- School Prospectus
- Sponsorship cards
- Student contracts
- Subject choice Handbooks
- Tickets
- Wellbeing passports

The offices, schools and centres may require a range of quality solutions for above items. The size of orders will vary. The frequency of orders will be as required and dependent on budgetary constraints. Design works may also be an element of this tender.

All designs, artwork, templates and related design materials produced under this Framework Agreement or any contract awarded thereunder shall become and remain the property of GRETB.

If prices offered are subject to any additional discount this must be listed in your response at call off competition/mini-competition stage. Pricing will be agreed at call off competition/mini-competition stage.

All prices quoted must be in euro (€) only. All prices quoted shall be NET and inclusive of all costs of supply, freight, delivery and insurance to the delivery location. Value Added Tax rates (VAT), where applicable shall be shown separately.

Where reference is made in the technical specification to any particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words “or equivalent”. These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined. All artwork, design files, print-ready files, templates, layouts, proofs and any related materials created, adapted, developed or commissioned in connection with this Framework Agreement or any contract awarded thereunder shall vest in, and remain the property of, the Contracting Authority. The Contracting Authority shall be entitled to use, reproduce, amend, adapt, store, share and further develop such materials for its own purposes without further charge or restriction. The successful tenderer shall not reuse, reproduce, publish, disclose or otherwise exploit any GRETB artwork, design material, branding, templates or related intellectual property for any purpose other than the provision of the services, except with the prior written consent of the Contracting Authority

5.1.1 Application of Variants

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

5.2 Irish Language Requirements

The successful tenderer must provide a robust Irish-language service capable of supporting accurate and appropriate Irish-language communications. This includes ensuring correct grammar, spelling, terminology, syntax, punctuation, accents, capitalisation and contextual usage. Irish-language content must read naturally to Irish speakers and must be suitable for educational and public-sector use.

Particular importance must be placed on Connacht and Connemara Irish where materials relate to GRETB's Gaeltacht schools, Gaelscoileanna and Gaelcholáistí, Connemara communities and island school provision. Tenderers must show that they understand the importance of regional Irish usage and can avoid generic or inappropriate translations that would not be acceptable in these settings.

- All Irish-language text must be treated with the same level of accuracy and care as English-language content.
- Irish-language proofing must be completed before final approval for print.
- Where translation is required, machine translation must not be relied upon without expert human review.
- Materials for Gaelscoileanna and Gaelcholáistí, Gaeltacht schools, Connemara areas and island school contexts must be reviewed by a person with appropriate Irish-language competence and regional understanding.
- The supplier must be able to accommodate bilingual layout requirements, including correct use of accents, line breaks, headings, signage conventions and visual hierarchy between Irish and English.
- The supplier must maintain version control and approval records for draft, proof and final artwork stages.

5.3 Delivery Locations

Delivery is required to the full network of offices, schools, training centre, centres and programmes run under the auspices of Galway & Roscommon Education & Training Board.

All orders must be delivered within one week from receipt of order or as agreed by the school/centre. However, it may be necessary in certain cases, to specify a shorter delivery period, i.e., 24hr in instances of exam material etc. Delivery times must be such that the staff are available to receive and approve deliveries in the presence of the delivery person. It is imperative that the delivery is planned, and the school/centre/office is clearly communicated and clearly labelled with in advance of delivery.

Ordering personnel detail should be included on the delivery documentation.

Deliveries must be received during opening hours. These will be confirmed with the successful tenderer. Mainly they are Monday to Friday from 9:00am to 5:00pm but may require services outside of normal working hours. These times may change during the Term of the Goods Contract.

The supplier must incorporate any delivery expenses into the overall pricing and proposed discount rate offered.

No minimum order quantities or delivery charges in respect of those delivery quantities shall apply on all orders received, irrespective of value, and will be delivered in the mutually agreed timeframe.

There will be requirements for small delivery quantities of less than standard case size to be delivered as required by the Contracting Authority.

Tenders should note that they must remove and dispose of all external transport packaging. Tenders must be aware of the location and delivery conditions on site. Provision should be made for on-site unloading of the supplies to the rooms/locations identified on order.

It is important to Galway & Roscommon Education and Training Board to support an environmentally friendly approach to the disposal of waste materials throughout the supply chain and in this regard, Tenderers must comply with waste disposal regulations in Ireland.

See attached Appendix 6 for list of GRETB Sites. GRETB reserves the right to add or remove sites throughout the duration of the contract.

5.3 Volumes

GRETB currently provides education to 8,000 students at Primary and Post Primary level and 26,000 learners in Adult Programmes and Training Centre and Youthreach programmes.

Each school and centre and office currently have a requirement for printed matter.

Requirements vary from school-to-school and centre to centre and office-to-office. Specifications for printed matter may be bespoke for each school and centre.

5.4 Pricing

All tenderers must complete the Tender Response Document Pricing Element at Appendix 2, 'Pricing Schedule Printed Matter' of this RFT. Tenderers are required to provide prices for a sample basket of goods for the purpose of the tender evaluation only. Prices tendered in 'Pricing Schedule Printed Matter' are purely for the purposes of the tender evaluation and for the establishment of the framework agreement and will not be used for any call off competitions/ mini competitions. The requirements set out are given to aid the Tender preparation and to facilitate a like for like Tender comparison. Pricing will be agreed at call off competition/mini-competition stage.

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

Any currency variation occurring over the term of the framework agreement shall be borne by the Tenderer.

Following the commencement of the framework, tenderers must confirm that all prices quoted remain valid for 180 days commencing from date of quotation.

Tenderers who do not submit their tender prices on the GRETB pricing lists at Appendix 2 will not be considered in this competition. No second option in accompanying documentation will be considered.

5.5 Green Procurement

GRETB wish to align its' GRETB brand with an environmentally friendly approach.

Tenderers are asked to take due consideration of Green Public Procurement (GPP)¹.

Galway and Roscommon ETB operates a diverse network of schools, training centres, offices and education facilities across multiple locations. The Contracting Authority is committed to reducing the environmental impact of its procurement activities and supporting the objectives of Green Public Procurement (GPP).

¹ GPP is defined as "A process whereby public and semi-public authorities meet their needs for goods, services, works and utilities by choosing solutions that have a reduced impact on the environment throughout their life-cycle, as compared to alternative products/solutions" Green Procurement – guidance for the Public Sector.

Tenderers shall demonstrate how they will minimise the carbon footprint associated with the design, production, storage and delivery of printed materials throughout the contract period. Particular consideration will be given to proposals that:

- Reduce unnecessary transportation and delivery distances;
- Utilise local or regional production facilities, service hubs or distribution networks where operationally appropriate;
- Reduce vehicle movements and associated greenhouse gas emissions;
- Use environmentally responsible packaging and minimise waste throughout the supply chain;
- Demonstrate the use of sustainable paper stocks, recycled materials and environmentally certified production processes; and
- Provide evidence of measures to monitor, measure and continuously improve environmental performance during the contract term.

Tenderers should clearly outline the environmental benefits of their proposed delivery model, including any initiatives that reduce transport-related emissions, improve delivery efficiency and support the Contracting Authority's sustainability objectives across its multi-site education network.

Responses will be evaluated on the extent to which the proposed solution delivers measurable environmental benefits while maintaining service quality, responsiveness and value for money.

5.6 Samples

Tenderers must submit one of each of the samples requested in **Award Criteria – E** in hard copy. Samples must be submitted by tender closing deadline date. Samples and hard documentation received late will NOT be considered in this competition.

Samples must be submitted in sealed packages. The sealed packages must be marked clearly with **Print & Design Tender Samples** and the word “*Confidential*” clearly marked on the package. Packages should be posted or hand delivered to **GRETB HQ, An Coileár Bán, Athenry, Co Galway, H65 AT81** by Closing Date/Time for Receipt of Tender and the tenderer must set out a return address on the package.

All samples submitted will be retained by the Contracting Authority for reference and evaluation purposes. Tenderers are solely responsible for the cost of submitting samples for this competition. Tenderers can collect samples following close of competition if they wish to do so, otherwise they will be disposed of.

5.7 GRET B P2P (Procure to Pay) System

Galway & Roscommon Education and Training board have a financial system that enables catalogues ('Punch out' & Hosted) to be uploaded for ease of ordering.

PLEASE NOTE THAT THIS IS NOT A MANDATORY REQUIREMENT AND DOES NOT FORM PART OF THE AWARD PROCESS. If companies have this capacity GRET B would welcome discussions regarding same with the successful company(ies) following award.

Details re 'Punch out' and Hosted Catalogues

If possible, the preference is for the successful tenderer to provide a 'punch out' or hosted catalogue to GRETB's Procurement Department for upload to P2P online ordering system.

The 'Punch Out' catalogue must have the ability to run with Chrome as the preferred internet browser.

If successful GRETB will require a link to your website with designated access and access log-in detail. This can be discussed in detail with our system provider.

The 'Punch Out' Catalogue access should be specific to the supplies tendered for and should have the facility for the retention of shopping lists.

Companies will be required to keep the catalogues up to date with any new products, prices and relevant codes. Companies will also be required to inform the Contracting Authority of any discontinued items and to remove all details from updated catalogue".

Companies will also be required to inform the Contracting Authority of any discontinued items and to remove all details from updated catalogue.

Companies will be required to provide a dedicated helpdesk for user queries and provide a user guide and a training workshop (to the contract manager) if required.

Punch out Catalogue is the preferred option –

Where a 'Punch Out' catalogue facility is not available a **Hosted Catalogue** format may be acceptable where the Company undertakes the responsibility for the continuous update of the catalogue.

This format should be in standard excel Spreadsheet with the following information required:

Supplier Item Id – product code specific to item

- Name
- Description
- UOM
- Currency
- Price
- Image url (image must be provided in jpeg format)

In this instance the Companies will be obliged to provide a specific order email address.

Companies will be required to keep the catalogues up to date with any new products, prices and relevant codes. Companies will also be required to inform the Contracting Authority of any discontinued items and to remove all details from updated catalogue.

Companies will be required to provide a specific online ordering form which is easily linked to their core and non-core item catalogue, and which can be issued via email. An online ordering system is welcomed but not a requirement.

6. Evaluation Criteria

6.1 Selection Criteria

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

To demonstrate a tenderers' suitability, tenderers must respond to the information set out in this tender by completing the **Tender Response Document (TRD)**. Tenderers will either Pass or Fail the Selection Criteria. A tenderer who fails a criterion will be excluded from participating further in the tender process. The purpose of these criteria is to assess the capability of each tenderer to carry out the requirements as specified. The pass/fail criteria concern the capabilities of the service provider, rather than the work to be carried out. Those who do not meet the requirements will not be evaluated against the award criteria.

6.1.1 General Information Relating to the Tenderer

Please provide company name, address, and contact details for individual responsible for this tender and company overview. If the Tenderer is a grouping, then separate information must be completed for each group member. Tenderers must complete and sign the Form of Tenderers' Statement.

6.1.2 Legal Compliance

Tenderers must complete the Declaration of Bona Fides as per Article 57 of Council Directive 2014 / 24 / EC as implemented by SI 284 of May 2016. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law etc.

6.1.3 Financial Capacity

Tenderers must declare below that they satisfy the financial and economic standing requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to the Contracting Authority.

(i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.

(ii) Insurance - Tenderers must declare below that they satisfy the minimum insurance requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to the Contracting Authority in each case:

Insurance Type	Minimum Indemnity Limit
(i) <i>Public Liability Insurance</i> **	€6,500,000
(ii) <i>Product Liability Insurance</i>	€6,500,000
(iii) <i>Employer's Liability Insurance</i> ** not required for a sole trader.	€13,000,000

****Insurance policies must be in the tendering party/registered company name.**

****The successful tenderer will be required to include a notation of an indemnity to GRET B on their insurance details in respect of their public liability policy.**

NOTE: 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 will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

6.1.4 Technical Capacity

Tenderers must demonstrate that they have at their disposal effective and efficient technical systems to deliver the service – submit required information in the Tender Response Document.

- I. **Previous Contracts / Experience** - Information demonstrating successful delivery of two (2) previous comparable contract in the past 3 years - that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract.
- II. **Quality Assurance Management System** - Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally 3rd party certified.
- III. **Health and Safety Management Systems** - Tenderers must demonstrate operation of health safety systems and procedures in line with the Safety Health and Welfare at Work Act 2005 to 2014 whether externally 3rd party certified.
- IV. **Environmental** – Details of environmental policies and systems in place and whether 3rd party certified.

6.1.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed submission of Appendix 5 relating to Technical Capacity Section 6.1.4. Mere confirmation will not be sufficient under these headings.

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

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

6.2 Award Criteria

Only tenders meeting the selection criteria and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Responses are required through completion of the Tender Response Document – Appendix 3.

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

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	<i>Ultimate Cost (Ex VAT)</i>	35%	3,500	n/a

Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document and Appendix 2, Pricing Schedule Printed Matter.

B	Order and supply, Quality & Design	20%	2,000	1000
---	------------------------------------	-----	-------	------

Tenderers must provide a response in the Tender Response Document provided in relation to the following:

Quality of Service

GRETb require the highest quality of service. It is expected that the successful tenderer will make every effort to ensure that matters relating to the supply of materials from them are dealt with speedily and efficiently throughout the contract period.

- You should address areas such as continuity of supply and day-to-day customer support
- It is expected that the successful tenderer will make every effort to ensure that matters relating to the supply of printed matter from them are dealt with speedily and efficiently throughout the contract period.
- Please advise, in detail, your procedures for dealing with problems that may arise.
- Clarity and continuity in terms of day to day customer support is critical for us.
- The successful tenderer should nominate a single contact to maintain regular communication with GRETb. Any change to the named contact should be notified to GRETb prior to the change being made.

Orders and Cancellations

- Tenderers are required to provide full details on how orders are to be placed and procedures for cancellations.
- Please outline in your response that you can provide the level of servicing required such as:
 - All orders will be sent on official purchase order or as agreed with each office, school or centre.
 - Orders marked as urgent shall be processed by the successful tenderer within 1 (one) working week or indeed in a shorter timeframe on receipt of the official order being placed.

- The successful tenderer will provide confirmation of the acceptance of an order within one working day. Details to be included in confirmation of the order will be agreed with the individual Framework member.

Delivery

Tenderers are required to provide details in relation to delivery of orders.

- Tenderers should indicate proposed delivery schedule for the goods and delivery times also.
- Tenderers must be able to demonstrate the ability to respond to urgent or unplanned orders that may be required.
- Please indicate your response times for urgent items.
- Tenderers are required to provide strong evidence that they can deliver to multi-site locations.
- Tenderers are requested to outline how the offices, schools and centres will be notified regarding expected delivery.
- Tenderers to confirm that there is no minimum order.
- Tenderers to confirm that there is no additional charge for deliveries.

Management of Queries

Tenderers are required to provide detailed account of their process for dealing with requests for outstanding orders. Please advise, in detail, your procedures for dealing with problems that may arise regarding outstanding orders.

C	Contract Management, After Sales/Customer Support Services	15%	1500	750
---	--	-----	------	-----

Tenderers must provide a response in the Tender Response Document provided, to the following:

- Please outline your proposed approach to contract management, customer care and account management.
- Details of your policy for invoicing, return of goods, GRETb branding, etc
- Details of contract management team for this contract, including escalation policy.
- Details of contract management team for this contract.
- Tenderers must ensure that they can provide a dedicated Account Manager who will act as a point of contact with each office/school/centre for the duration of the contract. This person must have the authority with all matters in relation to the contract. The responsibility regarding these requirements will remain with the School Management to be discussed with the Account Manager on award of the contract.
- Name of Irish-Language quality contact.
- Agreed response times for quotations, proofs, amendments and production schedules.
- Clear escalation process for urgent or sensitive materials.
- Regular review meetings, where required, to monitor quality, service performance and recurring issues.
- Requirement to correct supplier errors at no additional cost, including errors in Irish-language text where the supplier was responsible for proofing or final artwork preparation.
- Ability to support GRETb with consistent branding and bilingual presentation across recurring materials.
- Policy for returns and replacement goods, and timelines.
- Invoicing procedure to facilitate a decentralised purchasing system in GRETb, including issuing of credits.

D	Irish Language Services	15%	1,500	750
---	-------------------------	-----	-------	-----

Tenderers should address the following elements in their response:

- Describe your proposed approach to delivering print and design services for GRETB, including how you will manage multiple schools, centres and programme areas.
- Describe your Irish-language capability and explain how you will ensure accuracy, natural usage and quality assurance for Irish-language and bilingual materials.
- Identify the person or persons who will provide Irish-language proofing, review or advisory support under this contract, including their qualifications, experience and role in the workflow.
- Demonstrate your experience of working with Connacht Irish and/or Connemara Irish, particularly in education, Gaeltacht, public-sector or community-facing materials.
- Explain how you will deal with materials for Irish-medium schools, Gaeltacht areas and island school provision, where local language usage and cultural context are particularly important.
- Provide examples of relevant bilingual or Irish-language design and print work completed within the last five years.
- Describe your approval process from brief to final print, including how Irish-language proofing will be built into each stage.
- Explain how you will manage urgent requests while maintaining Irish-language quality and print accuracy.

“Tenderers should note that generic translation alone will not be sufficient. GRETB requires Irish-language content that is accurate, natural, context appropriate and suitable for use with Irish-speaking school communities, including communities in Connemara, Gaeltacht areas and island settings.”

E	Samples	5%	500	250
---	---------	----	-----	-----

Tenderers should submit the following items for Evaluation:

- **Yearbook/Brochure** - A4 - Full colour. Approx. 20 pages 115gsm silk, Gloss laminated cover - 300 gsm, saddle stitch.
- **Booklet** – A5 Approx. 20-page booklet. Full Colour Printed on 250gsm silk paper, saddle stitched.
- **DL Trifold Leaflet** - DL Tri fold, double sided on 210gsm gloss. Text and images, colour throughout
- **Lanyard – Id Badge** - Size 105mm X 148mm (A6), 350gsm white uncoated wove card, Double sided, colour included with a logo and text.
- **Newsletter** – A4 newsletter, approx. 12 page, 130gsm silk full colour, saddle stitched.

F	Sustainability	10%	1,000	500
---	----------------	-----	-------	-----

Tenderers should submit evidence of any environmental initiatives:

Marks will be awarded for demonstrated measures that reduce the environmental impact of the service, including reduced transport emissions, sustainable production methods, local service capability, environmental certifications, recycling initiatives and continuous carbon reduction measures.

Environmental/Green Procurement:

- Adoption of energy-efficient technologies
 - Effective waste management and recycling practices
 - Sustainable transportation of goods and reduction in carbon footprint.
 - Tenderers should outline their approach to minimising environmental impact.
- Tenders will be assessed on their demonstrated commitment to work practises that limit environmental impact and promote sustainability.

Environmentally friendly initiatives:

- Tenderers should detail evidence if any, of environmentally friendly initiatives in collaboration with schools which support and promote an inclusive community response to protecting the environment.

Social Considerations:

- Tenderers should detail evidence if any, the use of social considerations in relation to this tender.

Tenderers should confirm their compliance with waste disposal regulations in Ireland (Waste Management Act, 1996) and the WEEE Directive 2011/9/EU

NOTE: 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.

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

Meaning		Weighting
A very comprehensive outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations	Outstanding	90 – 100%
An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.	Excellent	80 – 89%
A very good response demonstrating very good understanding offering assurance to client – fully supported.	Very Good	70 – 79%
A good response demonstrating good understanding offering assurance to client – well supported	Good	60 – 69%

An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.	Acceptable	50 – 59%
Unacceptable tenderers who do not meet the minimum score required to pass any one if the qualitative criteria will be eliminated from the competition.	Unacceptable	Less than 50%

NOTE 2: 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:

NOTE 3: Tenderers in their they detailed respect of the	Lowest Cost from a Bona Fide Tender	A	should ensure tenders that provide information in all aspects of contract
	Cost for the tender being evaluated	B	
	Maximum Points available for Cost	3500*	
	Formula employed	$\frac{3500 * x A}{B}$	

award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract 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 5: 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 award of any contract.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

It is the responsibility of the applicant to ensure that their application is complete and reaches the correct address by the designated deadline.

Late, faxed or e-mailed tenders will not be considered.

Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. 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.

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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie. The closing date for receipt of queries is as per eTenders.

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

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

(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 the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(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

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

(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 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

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

(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. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer.

(j) Conflict of Interest

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

or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. 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 invitation to 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. 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, EU and Irish Government Procurement Procedures. 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.

(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. the Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers, tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(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 the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(p) 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.

(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 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.

(r) Change in the Composition of a Tender

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

(s) 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. 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 the Contracting Authority undertakes that no framework agreement will be signed or take effect until at least seven (7) 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 preferred bidder will be notified of the decision of the Contracting Authority 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, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(w) Copyright

All artwork, design files, print-ready files, templates, layouts, proofs and any related materials created, adapted, developed or commissioned in connection with this Framework Agreement or any contract awarded thereunder shall vest in, and remain the property of, the Contracting Authority. The Contracting Authority shall be entitled to use, reproduce, amend, adapt, store, share and further develop such materials for its own purposes without further charge or restriction. The successful tenderer shall not reuse, reproduce, publish, disclose or otherwise exploit any GRETB artwork, design material, branding, templates or related intellectual property for any purpose other than the provision of the services, except with the prior written consent of the Contracting Authority.

(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, 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".

(y) Payment

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

(z) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole

or in part any or all tenders received, and to source the requirement with more than one service provider.

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

(aa) Environmental Aspects

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

(bb) Accessibility

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

(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 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.

(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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(ee) Consortia and Prime Subcontractors

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

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

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, 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.

APPENDIX 2 – Pricing Schedule

Please complete the separate Pricing Schedule and submit with the Tender Response Documents. (Appendix 2)

APPENDIX 3 - Tender Response Document

APPENDIX 4 - Multi Operator Framework Agreement Terms

APPENDIX 5 - The Contracting Authority Conditions of Purchase

APPENDIX 6 – GRETB Site Locations