



CALL for TENDER

Establishment of a Multi-Party Framework Agreement for	The Provision of Contracted Training Services for Cork Education and Training Board (Cork ETB) in Seven (7) Lots
Procedure	OPEN
eTenders CFT ID	8899886
Issue Date	21/08/2026
Closing Date for Queries	18/09/2026 @ 12:00 hrs
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	25/09/2026 @ 12:00 hrs

Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal. www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.

Please note that the Cork ETB cannot accept responsibility for information relayed (or not relayed) via third parties.

The dates provided above are estimates at the time of issue of this Call for Tender. The Cork ETB will endeavour to run the process to this timetable, but this cannot be guaranteed. The Cork ETB reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via email to tenderers at any point. Without prejudice to the foregoing, the Cork ETB reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via email to all parties who have expressed an interest in the competition

The Cork ETB have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.



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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 the Cork ETB (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 Cork ETB 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 Cork ETB’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.

- In the context of this document, Contracting Authority refers to the Cork ETB.

The Cork ETB does not bind itself to accept the lowest priced or any Tender.

This invitation to tender (ITT) does not constitute an offer or commitment to enter into a Framework or Contract.

No contractual rights in relation to the Cork ETB will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Cork ETB shall not give rise to any enforceable rights by the Tenderer.

The Cork ETB may cancel this Competition at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.

The award of a Framework does not confer exclusivity on the successful Tenderer.

This ITT supersedes and replaces any and all previous documentation, communications and correspondence between the Cork ETB and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

The Cork ETB reserves the right to discontinue the procurement process at any time for any reason.



2 Summary

Contracting Authority:	Cork Education Training Board (Cork ETB)
Nature of procurement:	The Provision of Contracted Training Services for Cork Education and Training Board (Cork ETB) in Seven (7) Lots
Type:	Service
Procedure:	OPEN Procedure
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

The Cork Education and Training Board (the “Contracting Authority”) is the authority responsible for this procurement.

The Cork ETB responsible for the delivery of services in Cork City and County and is one of 16 ETBs established under the *Education and Training Boards Act 2013*. The remit of Education and Training Boards, as statutory providers of education, is the provision of a comprehensive range of quality education programmes to meet the needs of the community we serve. These include Primary and Post Primary Education, Post Leaving Certificate Programmes, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education.

The Cork ETB is responsible for:

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

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

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



4 Scope of the Framework Agreement

The Cork ETB proposes to engage in a competitive process for the establishment of a multi-party framework agreement for **The Provision of Contracted Training Services for Cork Education and Training Board (Cork ETB) in Seven (7) Lots.**

Tenderers may submit a response in respect of any individual lot or multiple lots under this Competition; however, each submission in respect of a lot must relate to the specific course required under that lot. Tenderers should note that each lot will be evaluated individually to determine compliance with the required specification.

Lot	Course Title
1	Professional Driving: Heavy Goods Vehicle (HGV) – Artic
2	Professional Driving: Heavy Goods Vehicle (HGV) – Rigid
3	Professional Driving: Bus D Licence
4	Basic Welding
5	Coded Pipe Welding
6	Pre Paramedic Training Programme – CCFET Morrisons Island Campus & Mallow Campus
7	Intermediate Welding STC
See Appendix 2 - The Contracting Authority's Specification of Requirements for further course details.	

Requirements:

- Cork Education and Training Board invites tenders from training providers for the provision of training services. The services concerned will be required at locations across Cork City and County.
- 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 Cork ETB's existing facilities.
- There may be occasions where course delivery is required through the medium of Irish.
- In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.



Indeed, the Cork ETB reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

Each framework agreement per lot will be established as a multi-party framework agreement with a maximum of **five (5)** tenderers admitted to each framework agreement, subject to that number meeting the minimum criteria and rules.

4.2 Duration of the Framework Agreement

The framework agreement will be for a period of two (2) years, with the initial contract being for a period of one (1) year with the option to award one (1) additional contract of one (1) year duration over the lifetime of the framework. The Cork ETB reserves the right at its sole discretion to extend the framework agreement, subject to satisfactory performance, business needs and budgetary constraints.

It is emphasised that this contract does not constitute a guarantee to procure a specific service from a particular economic operator. Indeed, Cork ETB 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, Cork ETB confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

Cork ETB 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 estimated total value of purchases pursuant to the framework agreement is in the region of €1,500,000 (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

Should additional requirements arise during the lifetime of the contract, written quotations will be sought from the successful company to ensure Value for Money.

Funding is reliant on SOLAS budget allocations.



Similarly, the estimated values set out for each lot in the table below are indicative only. Cork ETB 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	Course Title
1	Professional Driving: Heavy Goods Vehicle (HGV) – Artic
2	Professional Driving: Heavy Goods Vehicle (HGV) – Rigid
3	Professional Driving: Bus D Licence
4	Basic Welding
5	Coded Pipe Welding
6	Pre Paramedic Training Programme – CCFET Morrisons Island Campus & Mallow Campus
7	Intermediate Welding STC

4.4 Awarding Contracts under the Framework Agreement

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 Cork ETB 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.

Admission to the Framework Agreement will be conditional upon acceptance of the Cork ETB's Framework Agreement terms and conditions as appended at **Appendix 5** of this Call for Tender (CFT).

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.

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. Cork ETB 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 Cork ETB 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 Cork ETB 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

Cork ETB 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 Cork ETB.
- 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 Cork ETB ways of improving efficiency regarding service delivery in general.

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

4.7.2 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 Cork ETB, supply relevant details of the staff proposed to carry out the maintenance to enable Cork ETB 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 Cork ETB 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 Cork ETB 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 Cork ETB, maintain satisfactory vetting throughout employment with the Cork ETB. Failure to do so will result in termination of employment. The Employer reserves the right to re-vet employees in line with the Cork ETB's re-vetting policy. All Garda vetting disclosures will be retained by the Cork 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 Cork ETB.

4.7.3 Replacement Personnel

Notification must be sent in writing as soon as possible to Cork ETB on any proposed change of nominated personnel, such change to be subject to the written approval of Cork ETB.

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

4.8 Invoicing

All official invoices must be dated and quote a Cork ETB training contract course number / PLSS number and must be submitted by email to the Cork ETB 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 Cork ETB.

4.9 Right to Tender outside of the Framework

The Cork ETB 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.

4.10 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of Cork ETB'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 eTenders competitions must be submitted through the eTender portal only. Any queries emailed directly to Cork ETB will not be responded to in the interest of fairness to all interested parties in the tender.

4.11 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 Cork ETB; Cork ETB 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.

4.12 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the framework agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or 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.

4.13 Site Locations

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

Centre Name	Address	Eircode
CCFET Bishopstown Campus	Rossa Avenue, Bishopstown, Cork	T12 EE94
CCFET Morrisons Island Campus	Morrisons Island, Cork	T12 H685
CCFET Mallow Campus	West End, Mallow, Co. Cork	P51 P732

4.14 Site Visits

No site visits necessary for this framework agreement.

4.15 Pricing

The Pricing Document **Appendix 3** must be submitted in the spreadsheet provided when uploading and submitting the tender response by the tender deadline. If not submitted or if altered, Cork ETB reserves the right to eliminate the tender response.



All prices quoted must be all-inclusive, 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.

For the purposes of this competition, all pricing must be provided on a per delivered module per learner basis. Tenderers must not submit pricing on the basis of an aggregate or overall course cost.

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 Cork ETB and where increases are approved, they will be calculated in line with the applicable Consumer Price Index (CPI).

By submitting a tender response Tenderers confirm that all prices quoted in their tender response document will remain valid for 12 months, commencing from the tender deadline.



5 Evaluation Process

In responding to the Evaluation Criteria tenderers must complete the Cork ETB Tender Response Document (TRD) **Appendix 4** 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 Cork ETB 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, Cork ETB 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 Cork ETB 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 Selection Criteria – Pass/Fail – General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document (TRD) **Appendix 4**. 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	
Tax Clearance	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.



Proof of Turnover	Confirmation that your turnover exceeded €300,000 annually over a period of three years or pro-rata for more recently established firms. Proof of Turnover must be stated in EURO.
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
Data Protection	Confirmation that all Data subjects whose personal data is provided have consented to the processing of such data by Cork ETB, the evaluation team and supplier of eTenders website for the purpose of this competition.
Technical and Professional Capacity	
Details of Company Experience	Tenderers should outline details of at least two previous contracts (can include Cork ETB) 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. Cork ETB reserve the right to contact any of the above to verify the successful delivery of services.
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 Cork ETB 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 in the Tender Response Document).
Quality Assurance	Details of Quality Assurance policies and systems and whether 3rd party certified or in-house certified.
Health and Safety	Details of Health and Safety policies and whether 3rd party certified or in-house certified.
Environmental Systems	Details of Environmental Management policies and whether 3rd Party certified or in-house certified.
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, Cork ETB requires evidence by completing the relevant section of Tender Response Document (TRD) Appendix 4 – Financial and Technical Capacity relating to Technical Capacity. Mere confirmation will not be 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. Cork ETB 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, Cork ETB 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 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) **Appendix 4**. Full details for each criterion are included in the Tender Response Document (TRD) **Appendix 4**.

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, Cork ETB 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, 5.1 of this CFT, and vice versa. These are two criterions in their own right.



Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	35%	3,500	n/a

Tenderers are required to outline their cost proposal by completing the **Pricing Document Appendix 3** for the relevant Lots they wish to be considered for.

For the purposes of this competition, all pricing must be provided on a per delivered module per learner basis. Tenderers must not submit pricing on the basis of an aggregate or overall course cost.

Tender prices are fixed for year one, price amendments in subsequent years will be at the discretion of Cork ETB and where increases are approved, they will be calculated in line with the applicable Consumer Price Index (CPI).

Prices must be quoted in Euro € (ex VAT).

B	Proposed methodology for ensuring the successful delivery of the services required	30%	3,000	1,500
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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 Cork ETB 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.

C	Proposed Service Team - Quality, quantity and balance of the human resources proposed to deliver the services required	20%	2,000	1,000
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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 Cork ETB 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 Cork ETB 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 Cork ETB as set out in the Call for Tender (CFT). A CV must be submitted for at least four (4) staff.
- Tenderers should state the number of back-up personnel available to provide the requirements of Cork ETB outside of the designated contract team.

D	Health & Safety	5%	500	250
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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 Cork ETB 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.



E	Green Public Procurement Initiatives – Sustainability, Environmental and Innovation/Added Value	10%	1,000	500
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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 Cork ETB in increasing energy efficiency and reducing energy costs in an innovative manner. Three examples must be provided to support same.
- **Sustainable Delivery for Cork ETB** 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 Cork 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).

NOTE 1: 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
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	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 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:



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

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the Cork ETB to assess fully the extent of their offers.

NOTE 4: Award of contract/framework agreement 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 Cork ETB 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.

5.2.1 Post Tender Clarification

At the discretion of the Cork ETB, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Cork ETB will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Cork ETB may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period

5.2.2 Verification

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.



5.2.3 Clarification of Abnormally Low Tenders

If the Cork ETB considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Cork ETB in respect of all elements of the tender submission that the Cork ETB deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Cork ETB's concerns, may, at the discretion of the Cork ETB, result in the elimination of the tender in question based on it being considered abnormally low.

5.2.4 Right to Confirm Suitability

Tenderers should note that the Cork ETB reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and award of any contract.



APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

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

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

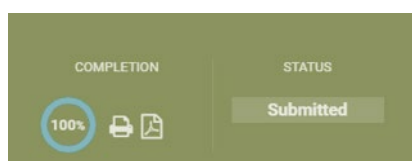
In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

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

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

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

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked.



In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process. A guidance video on how to submit a tender is available on the eTenders platform [European Dynamics - Guidance Videos](#)

The closing date for tenders is outlined on the title page of this document.

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.**



Use of AI Tools

The Contracting Authority is aware that Large Language Models and Generative Artificial Intelligence (collectively “AI Tools”) are being used extensively in the preparation of responses to tenders in both the Public and Private Sectors. In responding to this Competition, Tenderers are required to declare in Tenderers Response Document (Appendix 4), if and where AI Tools have been used to draft, develop, inform or augment any part of their Responses. While the use of AI Tools in responding to this Competition is not prohibited, it is necessary that Tenderers maintain control of and responsibility for their Response and that they confirm as much to the Contracting Authority.

(b) Language

Tenders may be submitted in English or Irish.

(c) Queries

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

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

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is 7 days before Closing Date. **For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

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

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

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

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

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



(d) Sufficiency & Accuracy of Tender

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

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

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

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

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

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

(i) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **12 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

(j) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.



Note: The Contracting Authority will be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

(k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer or subcontractor and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(l) 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 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 confidentiality or commercial 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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate



verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(n) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland in accordance with section 523 of the Taxes Consolidation Act 1997. Any and all taxes applicable to the supply of the subject of this competition will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005 (as amended), Data Protection Act 2018 and Official Secrets Act 1963 (as amended). Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with Irish law

(p) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(q) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

(r) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

**(s) Change in the Composition of a Tender**

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

(t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(u) Notification of Tender Evaluations

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

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

(v) Award Notices

Following the formal conclusion of the framework agreement, an award notice will be despatched to eTenders announcing the results of the competition.

(w) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(x) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

**(y) Brand Names, etc.**

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words “or equivalent”.

(z) Payment

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

(aa) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The 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.

(bb) Environmental Aspects

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

(cc) Accessibility

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

(dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(ee) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

**(ff) Confidentiality**

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

(gg) Consortia and Prime Subcontractors

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

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

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) Anti-Competitive Conduct

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

(ii) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in



circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

(jj) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this call for tenders.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the tenderer in this competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk) Transfer of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the TUPE Regulations.



APPENDIX 2 – THE CONTRACTING AUTHORITY’S SPECIFICATION OF REQUIREMENTS

Cork ETB invites tenders from training providers for the provision of training services. The services concerned will be required at locations across Cork. Tenderers may apply for 1 or multiple 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, Cork ETB 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 seven (7) distinct Lots, with each heading within a Lot functioning as a Pillar. These numerous Pillars encompass a comprehensive range of training categories and courses.

Course List		
Lot	Title	Description
1	Professional Driving: Heavy Goods Vehicle (HGV) – Artic	The Professional Driving: Heavy Goods Vehicle (HGV) – Artic programme provides learners with the knowledge, skills and competencies required to operate articulated heavy goods vehicles safely and professionally. The programme includes induction and safety training, RSA Driver CPC training, practical articulated truck driving instruction, and ADR hazardous goods awareness training, preparing learners for the CE licence test and employment within the transport and logistics sector. Successful learners will achieve their CPC licence. The Tenderer shall be responsible for providing a suitable truck for all training delivery and practical testing requirements. <u>Modules:</u> • Induction: - Safe working practices - Health, safety and hygiene - Environmental awareness and sustainability principles • RSA Driver CPC Training: - Driver Certificate of Professional Competence (CPC) - Professional driver responsibilities - Road safety and compliance requirements • Heavy Goods Vehicle (Articulated Truck) Driver Training: - Vehicle controls and operation - Safe manoeuvring techniques - On-road driving skills - Practical preparation for the CE licence test • Chemical Hazard / ADR Training:



		Transport of hazardous goods Chemical hazard awareness ADR certification requirement <u>Proposed Start Date:</u> 10/05/2027 <u>Location and maximum number of learners for the year 2026/2027:</u> - CCFET Bishopstown Campus 12 Learners These are maximum numbers and may reduce as the course progresses.
2	Professional Driving: Heavy Goods Vehicle (HGV) – Rigid	The Professional Driving: Heavy Goods Vehicle (HGV) – Rigid programme provides learners with the knowledge, skills and competencies required to operate rigid heavy goods vehicles safely and professionally. The programme includes induction and safety training, Certificate of Professional Competence (CPC) training for rigid truck drivers, practical rigid vehicle driving instruction, RTITB Counterbalance and Reach Forklift certification, and ADR hazardous goods awareness training. Successful learners will be equipped with the skills and qualifications necessary to obtain their HGV Rigid licence and pursue employment within the transport, warehousing, logistics and distribution sectors. Successful learners will achieve their CPC licence. The Tenderer shall be responsible for providing a suitable truck for all training delivery and practical testing requirements. <u>Modules:</u> - Induction: Safety, health and hygiene practices Basic environmental awareness and sustainability principles - First Aid, Manual Handling and Fire Safety: Occupational First Aid / PHECC First Aid Responder Safe manual handling techniques Fire prevention and emergency procedures. - Certificate of Professional Competence (CPC) – HGV Rigid: Training leading to CPC qualification for rigid truck drivers - RTITB Forklift Counterbalance Certificate: Safe operation of counterbalance forklift trucks - RTITB Forklift Reach Certificate: Safe operation of reach forklifts - ADR Training: Hazardous goods / chemical transport training ADR Certification



		<u>Proposed Start Date:</u> 09/11/2026 <u>Location and maximum number of learners for the year 2026/2027:</u> - CCFET Bishopstown Campus 12 Learners These are maximum numbers and may reduce as the course progresses.
3	Professional Driving: Bus D Licence	The Professional Driving: Bus Driving (D Licence) programme provides learners with the knowledge, skills and competencies required to operate large public service vehicles safely, legally and professionally. The programme includes Rules of the Road, Driver CPC training, practical Category D bus driving instruction, customer service, digital tachograph operation, transport documentation, first aid, manual handling, fire safety, technical vehicle standards, and employability skills, preparing learners for Category D licence certification and employment within the passenger transport sector. The Tenderer shall be responsible for providing a suitable bus for all training delivery and practical testing requirements. <u>Modules:</u> - Rules of the Road: - Road traffic regulations - Safe driving practices - Professional driver responsibilities - Driving Large Public Service Vehicles (LPSVs): - Practical bus driving skills - Vehicle control and manoeuvring - Safe and efficient operation of buses - Driver CPC Training: - CPC Category D requirements - Professional competence for bus drivers - Customer Service: - Passenger interaction - Communication skills - Professional conduct and service delivery - Documentation and Digital Tachograph: - Driver records and transport documentation - Digital tachograph operation and compliance requirements - First Aid, Manual Handling and Fire Safety: - Occupational First Aid / PHECC First Aid Responder - Safe manual handling techniques - Fire prevention and emergency procedures - Technical Standards for LPSVs:



		Vehicle safety standards Operational and legal requirements for buses and coaches • Career Planning and Employability Skills: Job-seeking skills Personal effectiveness Preparation for employment in the transport sector <u>Proposed Start Date:</u> • 08/02/2027 • Duration 10 weeks <u>Location and maximum number of learners for the year 2026/2027:</u> • CCFET Bishopstown Campus • 12 Learners These are maximum numbers and may reduce as the course progresses.
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4	Basic Welding	The Basic Welding programme provides learners with the knowledge, skills and competencies required to carry out a range of fundamental welding and fabrication tasks safely and effectively. The programme includes induction and safety training, workshop practices, manual metal arc (MMA) welding, MIG/MAG welding, oxy-acetylene processes, metal preparation and fabrication techniques, engineering measurements, and the safe use of welding equipment and hand tools. The programme prepares learners with the practical skills required for entry-level employment or further progression within the engineering, manufacturing, fabrication and welding industries. The course will be delivered at CCFET Bishopstown Campus, where the welding equipment required for the delivery of the course will be made available. <u>Indicative Modules:</u> • Induction, Health & Safety • Workshop Safety and PPE • Engineering Measurements and Marking Out • Hand Tools and Power Tools • Materials and Metal Preparation • Manual Metal Arc (MMA/Stick) Welding • MIG/MAG Welding • Oxy-Acetylene Cutting and Heating • Basic Fabrication Techniques • Welding Symbols and Drawings • Quality Control and Inspection • Employability Skills for Engineering and Manufacturing <u>Proposed Start Date:</u> • 22/02/2027 • Duration 20 weeks <u>Location and maximum number of learners for the year 2026/2027:</u> • CCFET Bishopstown Campus • 8 Learners These are maximum numbers and may reduce as the course progresses.
5	Coded Pipe Welding	The Coded Pipe Welding programme provides learners with the knowledge, skills and competencies required to perform a wide range of industrial pipe welding tasks to recognised industry standards. The course is designed to develop practical expertise in carbon steel and stainless-steel pipe welding using a variety of welding processes and techniques. Learners gain extensive hands-on experience in coded welding procedures, welding inspection



		requirements, health and safety practices, and quality standards, enabling them to achieve internationally recognised welding certifications and pursue employment opportunities within the manufacturing, pharmaceutical, energy, construction and engineering sectors. The course will be delivered at CCFET Bishopstown Campus, where the welding equipment required for the delivery of the course will be made available. <u>Modules:</u> • Induction, Health & Safety and Workshop Practices • Carbon Steel Pipe Welding (3", 6" and 10" pipe) • TIG Pipe Welding • MMA/SMAW Pipe Welding • MIG/MAG and FCAW Pipe Welding • Stainless Steel Pipe Welding • Orbital Welding Techniques • Oxy-Acetylene Pipe Welding • Welding Codes and Certification Preparation • Weld Inspection and Quality Standards • Employability Skills for the Welding Industry <u>Proposed Start Date:</u> • 22/02/2027 • Duration 41 weeks <u>Location and maximum number of learners for the year 2026/2027:</u> • CCFET Bishopstown Campus • 8 Learners These are maximum numbers and may reduce as the course progresses.
6	Pre Paramedic Training Programme – CCFET Morrisons Island Campus & Mallow Campus	The Pre-Paramedic Training Programme course must be provided directly by the contracted provider, and they must hold appropriate PHECC recognition and membership for the pre-paramedic studies course offer by Cork College of FET. There are 2 class groups, one based in CCFET Morrison's Island Campus and the other CCFET Mallow Campus. The proposed contracted training delivery will run to the same schedule in both locations. Pricing must include the cost of delivery, certification all training equipment and the ambulance work placement for EMT. All training must be delivered by experienced instructors fully certified in their areas of qualification with a clear understanding professionally of the vocational nature for the delivery of these courses to our FET students.



		All of the instructors must be Garda Vetted and registered with the Pre Hospital Emergency Care Council to provide the training they are assigned to. <u>Modules:</u> • First Aid Responder • Emergency First Responder • Emergency Medical Technician - 4 Week Course running from mid-May into June and Contracted provider must arrange suitable placements with an ambulance provider and schedule and hold all necessary exams) • Irish Heart Foundation- Heart Saver AED • Irish Heart Foundation- BLS Provider in a Healthcare and Nursing setting • Breathing Apparatus • Fire Warden • Patient Moving & Handling • Hazardous Substances <u>Proposed Delivery Schedule:</u> • October 2026 Patient & Manual Handling - Location of delivery Mallow & MIC • 27th-29th October 2026 First Aid Responder - Location of delivery Mallow & MIC • 5th January 2026 Breathing Apparatus & Hazardous Substances - Location of delivery Mallow & Morrisons Island Campus • 7th January 2027 Fire Warden - Location of delivery Mallow & Morrisons Island Campus • 22nd March - 25th March 2027 Emergency First Responder - Location of delivery Mallow & Morrisons Island Campus • 10th May -4th June 2027 Emergency Medical Technician - Location of delivery Mallow & Morrisons Island Campus • 14th June 2027 - 1 week Ambulance Work Placement for each student (should be included within the EMT price) <u>Location and maximum number of learners for the year 2026/2027:</u> • CCFET Mallow Campus - 24 learners • CCFET Morrison's Island Campus - 24 learners These are maximum numbers and may reduce as the year progresses.
7	Intermediate Welding STC	The Intermediate Welding STC programme provides learners with the knowledge, skills and competencies required to undertake a wider range of welding and fabrication activities to an industry-recognised standard. Learners will build on existing welding skills and develop proficiency in advanced welding techniques, fabrication processes, welding inspection and quality requirements,



		preparing them for employment or progression within the engineering, manufacturing, fabrication and welding sectors. The programme combines theoretical instruction with extensive practical workshop experience to ensure learners can produce high-quality welds safely and efficiently in a range of industrial applications. The course will be delivered at CCFET Bishopstown Campus, where the welding equipment required for the delivery of the course will be made available. <u>Modules:</u> • Induction, Health & Safety • Advanced Workshop Safety and PPE • Engineering Drawings and Welding Symbols • Welding Science and Metallurgy • Advanced Manual Metal Arc (MMA/Stick) Welding • Advanced MIG/MAG Welding • Introduction to TIG Welding • Multi-Position Welding Techniques • Fillet and Butt Weld Procedures • Pipe Preparation and Basic Pipe Welding • Fabrication and Assembly Techniques • Welding Defects and Fault Finding • Weld Inspection and Quality Assurance • Destructive and Non-Destructive Testing Awareness • Maintenance and Calibration of Welding Equipment • Precision Measuring, Marking Out and Fabrication • Industry Standards and Welding Procedures • Employability Skills for the Welding and Engineering Sector <u>Proposed Start Date:</u> • 12/07/2027 • Duration 21 weeks <u>Location and maximum number of learners for the year 2026/2027:</u> • CCFET Bishopstown Campus • 8 Learners These are maximum numbers and may reduce as the course progresses.
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Please Note:

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



APPENDIX 3 – PRICING DOCUMENT

Please refer to separate appendix uploaded on eTenders. This document must be used for pricing and must be submitted in excel format as part of your tender submission.

APPENDIX 4 – TENDER RESPONSE DOCUMENT

Please refer to separate appendix uploaded on eTenders. This document is for information purposes.

APPENDIX 5 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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

APPENDIX 6 – CONTRACT TERMS AND CONDITIONS

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

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