



Leitrim County Council

OPEN PROCEUDRE REQUEST FOR TENDER

Scope of Contract

PEACEPLUS 1.1: Theme 2: Thriving & Peaceful Communities

Leitrim County Council is inviting proposals from those with relevant skills, experience, qualifications and capacity to deliver a programme exploring the experience of Leitrim Women through The Troubles

Open Procedure – National Level

Key Dates

Issue Date	02 September 2026
Closing Date for Queries	16.00hrs Friday 18 th September 2026
Closing Date for Tender Submissions	16.00hrs Wednesday 23 rd September 2026

Contact for Queries

Questions and Answers facility on www.etenders.gov.ie

Format for submission of tenders

Via www.etenders.gov.ie only

Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to 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.

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 accepts no responsibility for information relayed (or not relayed) via third parties.

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Leitrim County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.leitrimcoco.ie

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to encourage participation by Small and Medium Enterprises (SMEs) in this competition.

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping, if successful will be required to establish legal personality to enter the contract.

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

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

2. SCOPE OF THE CONTRACT

2.1 Background

PEACEPLUS (PP) is a cross-border funding Programme supported by the European Union, the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of Ireland, and the Northern Ireland administration. It represents the EU's commitment to supporting the peace process across the region building upon the work of the previous PEACE and INTERREG Programmes. After successful adoption of the Programme by the EU, the Special EU Programmes Body (SEUPB) launched PEACEPLUS in October 2023.

The programme has been divided into six themes with an aim to addressing longstanding social and economic challenges which have and continue to impact our communities. Following extensive consultation, the Leitrim PEACEPLUS Action Plan was developed and approved by SEUPB in June 2024 and has been awarded up to a maximum of €3,334,000.00 under Investment Area 1.1: Building Peaceful & Thriving Communities. Action Plans. This funding is divided under three core themes:

- 1. Local Community Regeneration & Transformation (CRT)** - Five capital projects will transform, re-image and develop communities in Leitrim to enable increased levels of cross community interaction & service provision
- 2. Thriving & Peaceful Communities (TPC)** – Seven projects will build the capacity of local organisations and individuals through cross community and cross-border collaboration and contribute to peace building through the provision of additional activities and services in health & wellbeing, education environment, biodiversity, culture, art, drama, sport, music & training opportunities
- 3. Celebrating Cultural Diversity (CCD)** – Four projects will engage with those seldom heard to increase civic participation, especially among minority and new communities.

The Leitrim PP Partnership Committee¹ will be responsible for the implementation of the Action Plan with Leitrim County Council acting as the Lead Partner.

PEACEPLUS Target Groups

Programmes within the Action Plan are designed to engage people from many different socio-economic and community backgrounds. Special consideration should be given to under-represented groups. These include women, those living with a disability, ethnic minorities, migrants, asylum seekers and members of the Traveller Community, members of the LGBTQI+ community and those particularly impacted by the legacy of the conflict, such as victims and survivors and those dealing with legacy issues such as ex-prisoners and former members of the security forces.

¹ Leitrim PP Partnership is a sub-committee of Leitrim Local Community Development Committee (LCDC) and is led by Leitrim County Council. The membership includes five council representatives, four public sector/state agency reps and nine social partners representing geographical/ community/ civil society & PP target groups ensuring an appropriate balance that is necessary to develop and deliver the PP plan.

Cross-Border Collaboration

While some projects have specific cross-border targets all programmes must actively encourage cross-border inclusion if possible. This may be through recruitment of participants from cross-border areas, or through programming aspects of the project delivery across the border, or to include project relevant cross-border themes.

Monitoring & Evaluation

All programmes will have a target number of participants. It is recommended that, in tendering, providers consider an 'attrition rate' i.e. build in an over-achievement of participant numbers to allow for any drop out during delivery. All programmes will be required to comply with evaluation and monitoring requirements. This will include but may not be limited to:

- Attendance sheets for activities delivered illustrating the range of participants
- Pre and post activity evaluation forms tracking qualitative measures of attitude and perception
- Case studies of activity types and participant feedback
- Participant tracking

Monitoring and Evaluation templates will be provided to the successful Tenderer.

Horizontal Principles

In the context of EU funded work, the Horizontal Principles are core principles of importance that cut across and have relevance to all areas of work of programmes and projects supported by the EU. These are:

- Sustainable Development
- Equal opportunities and non-discrimination
- Equality between women and men
- Compliance with the EU Charter of Fundamental Rights

2.2 Overview of the Requirement

Leitrim County Council is inviting proposals from those with appropriate skills and experience to deliver a programme exploring the experience of Leitrim Women through The Troubles

2.3 Details of Options

N/A

2.4 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue ITT	02 September 2026
Closing date for Queries	16.00hrs Friday 18 th September 2026
Closing date for Receipt of Tenders	16.00hrs Wednesday 23 rd September 2026
Clarification meetings (if anticipated)	N/A

Award decision	October 2026
Contract Commencement	October 2026

The dates provided above are estimates at the time of publication of the Invitation to Tender. The Contracting Authority will endeavor to run the process to this timetable but this cannot be guaranteed.

2.5 Termination of Contract – replicate across all documents

The Contracting Authority reserves the right at its sole discretion to terminate any contract and any framework where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

3. DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

Refer to Appendix 1: Terms of Reference

3.2 Duration

The contract will be for a period of **ten (10)** months.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs.

3.3 Indicative budget

The indicative budget for the contract is **€40,280** inclusive of VAT

- All costs provided must be in euro and exclude VAT (indicating the relevant VAT rate). Tenderers from NI/UK should be aware that even though they may not be including VAT in their tender sum per above, that Leitrim County Council is obligated under tax rules to self-account for VAT at a rate of 23% and therefore to factor this into their quotation.
- The contractor shall cover all costs of the items stated in the RFT within the allocated budget. A detailed budget should be provided to cover project delivery and include reporting and monitoring and evaluation.
- The budget is inclusive of all travel and expenses that may be incurred throughout the campaign.

3.4 Contract Management

3.4.1 Account Management

The successful contract will be with Leitrim County Council as Lead Partner and the main point of contact is the PEACEPLUS Programme Manager. A high level of liaison will be required between the successful tenderer(s) and the Contracting Authority throughout this project. Tenderers will be required to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the contract. The duties of the Contract Manager will include the following:

- Overall responsibility for maintaining a good working relationship with the Contracting Authority.
- Provide regular reports on progress as agreed with the Contracting Authority.
- Meet as and when required to review and examine progress.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.

NOTE: Contract management activities will be non-billable.

3.4.2 Invoicing

Payments will be made as per contract payment schedule and upon submission of an invoice to the Contracting Authority. All official invoices must quote an official purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

A report is to be provided on outputs/outcomes/performance indicators/peace indicators achieved with each invoice with back up supporting documentation attached. You will be provided with a template. The successful tenderer will also have to undertake a Post Project Evaluation to be submitted with the final invoice.

3.5 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions.

3.6 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4. STAGE 1: SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. Leitrim County Council is using a 2-stage approach to the Selection and Award of this tender.

In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance.

4.1 Relying on the Standing of Other Entities

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

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

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

5. STAGE 2: AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the Award Criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Tenders will be assessed by an Assessment Committee which is a sub-committee of the Leitrim PP Partnership and who are not obliged to accept the lowest or indeed any tender.

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

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

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	45%	450	225
Title	PEACEPLUS Programme Results & Outputs		
Description	The tender should demonstrate the following: a) The contribution of the project to the defined results and outputs of the PP Programme and have clearly identified links with the aims, objectives, target groups, performance indicators, outputs and outcomes for this PP project as outlined in 3.1: Specification (Appendix 1). (150 marks) b) Quality of cross-border and/or cross community cooperation should demonstrate how activities will develop meaningful and sustainable engagement between participants from different communities (150 marks) c) Proposals should demonstrate how project activities will contribute to the horizontal principles of sustainable development ² (100 marks) d) Proposals should demonstrate how project activities will contribute to Equality, Accessibility & Charter of Fundamental Rights of the EU (50 marks) Access a copy of the Charter by clicking on this link		

² To help provide a transparent way of measuring contributions that are fair for each project Sustainable Development Goals (SDGs) are grouped by themes to align with categories selected by projects as follows:

- Category A: Equality & Social Inclusion – SDGs 1, 2, 3, 4, 5
- Category B: Justice in Systems & Institutions – SDGs 8, 9, 11, 17
- Category C: Infrastructure & the Physical Environment – SDGs 6, 7, 12, 13, 14

[Click on this link](#) for a full list of the UN Sustainable Development Goals

Criterion B		Weighting	Maximum Marks	Minimum Marks Required
		30%	300	150
Title	Project Team & Implementation			
Description	The tender shall provide the following: a) Details of the organisation, qualifications and experience of staff assigned to performing the contract demonstrating access to skilled personnel and the technical resources to deliver this project. You must provide a professional profile for all key team members, detailing the balance of skills and levels of involvement of the tenderer's proposed team for the performance of the services. Tenderers should note that where the proposed staff are no longer available, the Contracting Authority must be notified about the replacement personnel to ensure consistent resource quality is made available. (100 marks) b) Demonstrate a good understanding of the brief and the issues this project is seeking to address. Consider and propose innovative elements that will enhance and differentiate the project. (50 marks) c) Provide a detailed plan outlining how the proposed schedule will deliver project results with clear outputs and timelines, monitoring and evaluation arrangements and a communications and publicity plan. (150 marks) Please be advised that where sub-contractors are engaged, the Contracting Authority will be deal only with the quotation applicant and not with the sub-contractors and at no time will the Contracting Authority act as an arbiter between the quotation applicant and any sub-contractors they engage.			
Criterion C		Weighting	Maximum Marks	Minimum Marks Required
		25%	250	125
Title	Value for Money			
Description	Quotations should include a detailed breakdown of the cost structure for the project in the table included in the TRD, including but not limited to; a) Facilitation/consultant costs b) Programme costs c) Transport & Catering d) Monitoring & Evaluation e) Communications & Publicity f) Management Costs			

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	250
Formula employed	$\frac{250 \times A}{B}$

5.2 Methodology for Calculating Scoring of Award Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 Clarification / Verification Meetings

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. 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.

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.

5.4 Clarification of Abnormally Low Tenders

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

INSTRUCTIONS FOR TENDERERS

(a) Submission of Tenders via www.etenders.gov.ie

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, 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 consider the fact that upload speeds vary.

To submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

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

The closing date for tenders	is 16.00hrs Wednesday 23rd September 2026
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline.

(b) Queries

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

The closing date for queries	is 16.00hrs Friday 18th September 2026
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Process for submitting queries	Via www.etenders.gov.ie only
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In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(c) 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 (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date 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.

(d) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **6 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

(e) 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. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of 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.

(f) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. 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.

(g) 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.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

(h) 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).

(i) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

(j) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. 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.

(k) Data Protection

Tenderers are required to comply with all directions of the Contracting Authority with regard to:

- (i) the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- (ii) local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities
- (iii) comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - Data Protection Acts, 1988 and 2003 and
 - All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

(l) Child Protection

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.

Tenderers should also give due consideration to Children First Guidance and Legislation, EU Child Guarantee Ireland's National Action Plan. Tenderers are encouraged to incorporate these principles and practices within their submission.

Tenderers are required to inform the parents/guardians of children and young people under the age of 18, and the child/young person themselves as appropriate, that by participating in the project,

their image/material including their personal data will be captured and shared with SEUPB in line with the [Privacy Notice](#).

If the successful tenderer wishes to engage with schools/colleges as part of programme delivery, they must obtain relevant authorisation *i.e.* letter from Principle or relevant education body.

(m) Dignity at Work

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

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

(n) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

(o) 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.

(p) 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.

(q) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

(r) Amendment of Tender Documentation

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have

been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

(s) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill 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.