



READVERTISEMENT FOR APPLICATIONS FOR PANEL MEMBERSHIP

Establishment of a Panel for	The provision of Erasmus Project Hosting Organisations for Cavan and Monaghan Education and Training Board
Duration of Panel	4 Years
eTenders Reference	8988195
Issue Date	3 rd September 2026
Closing Date for Queries	27 th August 2027
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of initial applications	3 rd September 2027
Closing Date for Ongoing Applications (relevant to those who miss the initial deadline)	The panel will operate for a 4-year period and is open to applications throughout that period, it will be re-advertised on eTenders on an annual basis.
Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie . Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.	



Rialtas na hÉireann
Government of Ireland



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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.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any

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interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2 Summary

Contracting Authority:	Cavan and Monaghan Education and Training Board
Nature of procurement:	The establishment of a Panel for The provision of Erasmus Project Hosting Organisations for CMETB
Type:	Services

3 About the Contracting Authority

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

Education and Training Boards Ireland (ETBI), based in Naas, Co Kildare is the national representative association for ETBs. Its job is to represent ETBs and promote their interests. It also provides services to its members in areas such as Policy, HR/ IR, Corporate and Procurement & Reform. ETBI coordinates the **ETB Procurement Network**, which brings procurement personnel from the 16 ETBs together on a quarterly basis.

The Contracting Authority is an ETB responsible for the delivery of services in the following location: Cavan and Monaghan.

In 2013, the Education and Training Boards Act was enacted, providing for the establishment of 16 Education and Training Boards (ETBs) to replace the existing 33 Vocational Education Committees (VECs). The Cavan and Monaghan Education and Training Board (CMETB) was established as a result of this legislation, with the Monaghan office being designated as the head office and the Cavan office being given sub office status.

CMETB provides a comprehensive range of education services throughout Cavan and Monaghan and is the largest educational provider in counties Cavan and Monaghan. CMETB's educational and training provision includes second-level schools, further education colleges and a range of adult and further education centres delivering education and training programmes, Traineeships and Apprenticeships, Post Leaving Certificate Courses (PLCs), Youthreach centres, Outdoor Education, Prison Education, Arts Education and Youth Services.

Cavan and Monaghan ETB places learning and the learner at the heart of its educational provision.

CMETB provides services to both counties Cavan and Monaghan by employing approximately 1,400 staff and providing full time education to over 13,000 students at second level and PLC and also learners in Adult Education.

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The following schools/centres are currently under the auspices of CMETB.

Administration Offices	
Administration Centre	Market Street, Monaghan, Co. Monaghan
Administration Offices	Church View Square, Cavan

Post Primary Schools	
Ballybay Community College	Ballybay, Co Monaghan
Beech Hill College	Monaghan Town, Co Monaghan
Breifne College	Cootehill Road, Cavan
Castleblayney College	Castleblayney, Co Monaghan
Coláiste Oiriall	Monaghan Town
Dun an Rí College	Kingscourt, Co Cavan
Inver College	Carrickmacross, Co. Monaghan
Largy College	Clones, Co Monaghan
St Bricins College	Belturbet, Co. Cavan
St Mogue's College	Bawnboy, Co. Cavan
Virginia College	Virginia, Co. Cavan

Youthreach Centres	
Castleblayney Youthreach	Castleblayney, Co. Monaghan
Carrickmacross Youthreach	Carrickmacross, Co Monaghan
Cavan Youthreach	Moynehall, Cavan, Co. Cavan
Cootehill Youthreach	Cootehill, Co. Cavan
Monaghan Youthreach	Monaghan Town
Kingscourt Youthreach	Kingscourt, Co. Cavan

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<i>Institute of Further Education</i>	
Cavan Institute	Cathedral Road, Cavan
Monaghan Institute	Monaghan Education Campus, Armagh Road, Monaghan
<i>Outdoor Education</i>	
Tanagh Outdoor Education & Training Centre	Dartry, Co Monaghan
<i>Theatre</i>	
Garage Theatre	Monaghan Education Campus, Armagh Road, Monaghan
<i>Adult & Community Education</i>	
The Gatehouse	Monaghan Town
Monaghan Adult Education Services	Dún Mhuire, Mullaghmonaghan, Monaghan
Cavan Adult Learning Centre	Church View Square, Cavan
Community Education Office	Church View Square, Cavan
Cavan Further Education & Training Centre	

This is not an exhaustive list. As CMETB range of services develop all existing and new activities etc will be subject of this tendered service.

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

4 Scope of the Service Required under the Panel

The Contracting Authority proposes to engage in a competitive process for the establishment of a panel from which it will source service hosting organisations to support the implementation of projects funded under the Key Action 1 (KA1) strand of 2021-2027 Erasmus+ programmes for individuals over **the age of 18 years old**. Key Action 2 (KA2) 'Cooperation for Innovation and the Exchange of Good Practices' will also be subject to this panel should the Contracting Authority have a requirement under this programme.

As outlined in the Erasmus+ Programme Guide 2023 (Version 2, 21.12.22) such organisations will be deemed as a hosting organisation, an organisation assisting a beneficiary (CMETB) in practical aspects of project implementation that do not concern core project tasks (as defined in the Erasmus quality standards).

The role and obligations of hosting organisations will be formally defined between them and the beneficiary organisation (CMETB). The hosting organisation will act under the supervision of the beneficiary organisation (CMETB), who remains ultimately responsible for the results and quality of implemented activities. All contributions of hosting organisations must comply with the Erasmus quality standards. (Erasmus+ Programme Guide 2023 (Version 2, 21.12.22)

[The Erasmus+ Programme Guide | Erasmus+ \(europa.eu\)](#)

Currently CMETB have a requirement for service providers (hosting organisations) for Seville, Spain, but welcome responses from providers from any receiving country.

Lots	Receiving Country
Lot 1	Norway, Denmark, Luxembourg, Iceland, Sweden, Finland, Lichtenstein
Lot 2	Netherlands, Austria, Belgium, France, Germany, Italy, Spain, Cyprus, Greece, Malta, Portugal
Lot 3	Slovenia, Estonia, Latvia, Croatia, Slovakia, Czech Republic, Lithuania, Turkey, Hungary, Poland, Romania, Bulgaria, Republic of North Macedonia, Serbia

Please indicate which Lot you wish to apply for in the Tender Response Document. Applicants can apply for more than one lot.

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4.1 Numbers Admitted to the Panel

There will be no restrictions to the number of applicants who can qualify for each Lot for the panel provided the applicant meets requirements.

4.2 Duration of the Panel

The duration of the panel will be four years, subject to satisfactory annual review of performance by the Contracting Authority, business needs and budgetary constraints.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the panel may extend beyond the date of expiry of the panel. **This Panel will commence following review of submissions.**

4.3 Estimated Value of the Panel

The estimated total value of the any purchases pursuant to the panel is in the region of €150,000 to €400,000 (ex. VAT) over the maximum lifetime of the panel. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the panel and will in any case never exceed the EU threshold of €750,000 (ex. VAT). Please note that while the Panel will operate for a maximum period of four (4) years, it will be advertised annually.

4.4 Awarding Contracts under the Panel

In the case of this multi-party panel contracts will be awarded as follows:

Cavan and Monaghan Education and Training Board will consult the members of the panel and pick the most appropriate member based on the following criteria:

- Ability to meet the criteria by the European Commission for Erasmus+ projects as defined in Call for proposals 2023 - EAC/A10/2022 Erasmus+ Programme (2022/C 444/07) which must comply with the Erasmus quality standards. (Erasmus+ Programme Guide 2023 (Version 2, 21.12.22) [The Erasmus+ Programme Guide](#) | [Erasmus+ \(europa.eu\)](#)
- Availability of suitable activities and placements in line with the requirements of projects contracted by CMETB with the Irish National Agency Leargas.

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- Ability to facilitate group size
- Availability of proposed date(s)
- Value for money
- Ability to provide supporting services e.g. accommodation, transport etc

Where there is more than one provider (hosting organisation) per Lot per receiving country, CMETB will invite panel members to submit a response to a Request for Quotation which will be issued to all panel members for that particular Lot and receiving country.

On each occasion the request for quotation will be issued detailing the scope of requirements, the award criteria and a closing date and time. Panel members who respond to the RFQ will be notified of the outcome.

CMETB reserves the right not to proceed with the proposed Erasmus+ project in the event that no suitable partner (hosting organisation) is available or in the event that the National Agency deems that the proposal offered by the partner does not meet the terms and conditions of the contract between it and CMETB as required by the European Commission for Erasmus+ projects.

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4.5 Use of the Panel

The Contracting Authority will use this panel as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this panel.

4.6 GDPR Requirements

Data protection requirements are covered by the CMETB Data Processing Policy (link below), when contract/agreement is signed with a hosting organisation for the management of an Erasmus+ project.

Hosting organisations will be required to sign a Data Processing Agreement with CMETB.

Data Processing Policy Link:

[CMETB-Data-Processing-Policy-28.03.2022.pdf](#)

5 Detailed Scope of the Panel

5.1 Detailed Specification

This panel will be used by CMETB Further Education and Training services including Post Leaving Certificate Colleges and other FET centres.

CMETB is seeking reputable hosting organisations registered in an EU country other than Republic of Ireland and who are experienced in the working with Erasmus+ projects under Key Action 1 – Learning Mobility of Individuals – to respond to this invitation.

Key Action 1 (KA1) supports providers of vocational education and training (VET) and other organisations active in the field of VET that want to organise learning mobility activities for VET learners and staff.

A wide range of activities are supported, including work placements, job shadowing and professional development courses for staff, traineeships and long-term placements (ErasmusPro), invited experts, and other activities.

The participating organisations should actively promote inclusion and diversity, environmental sustainability and digital education through their activities: by using the specific funding opportunities provided by the Programme for these purposes, by raising awareness among their participants, by sharing best practices, and by choosing appropriate design for their activities.

This panel will meet the requirements of CMETB vocational education (VET) and adult education colleges and centres. All participants will be over the age of 18 years old at the time of selection for the participation in the project.

CMETB reserves the right to use this panel for other Key Actions under Erasmus+

Panel members will be required to have a valid Participant Identification Code (PIC)

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or Organisational ID (OID) generated by the European Commission.

For KA1 mobility projects a member of this panel may be required to provide some or all of the following services :

- Provide relevant information to facilitate the submission of an application by a CMETB college or centre of the contracting authority (CMETB) for funding to the Irish National Agency for projects under the Erasmus+ 2021-2027.
- Identify suitable host partners including employers and other VET organisations to meet the criteria of an approved Erasmus+ project.
- Support the development of a project management plan for the management of mobilities approved under an Erasmus+ project.
- Support staff and student mobilities and activities in line with the requirements of an approved Erasmus+ project.
- In the case of student mobilities source and manage work placements of 2 weeks minimum for students in an EU country, ensuring placements are compliant with local labour laws and meet the criteria as outlined in an approved Erasmus+ project and in line with the requirements of the National Agency and the European Commission for the contracted Erasmus+ projects.
- Hosting Organisations must confirm appropriate insurance in place for work placements.
- Liaise with the CMETB college or centre and local employers in organizing mobility projects and placements as defined in an Erasmus+ project.
- Assist in the completion of all relevant documentation including Tripartite Agreements between it, the host organisation and the sending organisation (CMETB), Individual Learner Agreements, Certificate of Attendance, Europass and other documentation as required under the terms of a contracted Erasmus+ project.
- Provide supervision and support to CMETB staff and students prior to, during and after the mobility activity including the provision of a 24-hour service during the in-country placement.
- Undertake with CMETB staff visits to host employers and liaise between

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CMETB and the hosting partner in the event of any issues arising during the placement activity.

- Inspect and arrange suitable accommodation compliant with EU law that includes the option of half and full board.
- Arrange airport transfers and support all local transport arrangements.
- Arrange suitable extracurricular activities in conjunction with the sending organisation. A minimum of 3 activities will be required, details of which will be agreed at the commencement of the project.
- Complete all necessary Erasmus+ paperwork as required by the college and Erasmus funding including support for the completion of the Intermin and Final Reports, the completion of Tripartite Agreements and contracts, the completion of Individual Learning Agreements, Certificate of Attendance, Europass, documentation associated with national certification in Ireland including QQI Work Experience reports, relevant financial information and documents and the provision of all necessary documentation in line with the required of the Erasmus+ project.
- Hosting organisations should follow best practice when choosing who they select to do business with.

The Contracting Authority also reserves the right to avail of any services subject to this competition available via National Central Frameworks e.g., OGP, EPS etc.

5.1.1 Programme Duration Options

The programme duration will vary according to the terms of contracted projects with the Irish National Agency. Projects will be Key Action (KA1) Mobility of Individuals projects of a short duration (minimum 2 weeks).

5.1.2 Lead Times for Booking

CMETB will have a minimum lead time for the hosting organisation of mobilities of 2 months and a maximum lead time of 1 year in advance.

5.1.3 Annual Volume

It is anticipated that 1 programme will be awarded per year. However, this is no guarantee of numbers.

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5.1.4 Provision of Food

In any location where food is provided, it is a requirement that all dietary requirements can be accommodated and must be nutritious and in line with healthy eating policies adopted by CMETB colleges and centres.

5.1.5 Accommodation

In any location where accommodation is provided, it is a requirement that the location provided offer suitable accommodation for males and females, appropriate washing/shower facilities and adequate bathroom facilities. The required level of supervision and support must be maintained for the full duration of the trip.

5.1.6 Inclusion

Where possible programmes should cater for inclusion of participants with physical or intellectual/cognitive disabilities, including autism. CMETB colleges and centres will liaise with organisations on the profile of individuals selected to participate in KA1 mobility projects and provide relevant information, in line with GDPR, to host employers.

5.1.7 Medical Emergencies

Applicants are required to outline how medical emergencies will be dealt with, to include lead times of access to medical doctor or dentist.

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5.2 Mandatory Requirements

5.2.1 Legislation and Regulations

Applicants must comply with all legislation, EU directives and regulations including but not limited to the following or equivalent :

- Child and Family Act (2013)
- Children First Act 2015
- Safety, Health and Welfare at Work (General Applications) Regulations 2007
- The Fire Services Act (1981)
- EU and Irish Employment legislation
- The EU Hygiene of Foodstuffs Regulation (1998 – 2000)

5.2.2 Vetting

Appointment of any company to the Panel is subject to Vetting of all staff who will come into contact with the participants during the trip, and there being no disclosure of convictions which the Contracting Authority considers would render the applicant unsuitable to work with vulnerable adults.

5.2.3 First Aid

Access to First Aid Facilities must be made available to participants for the full duration of the trip.

5.2.4 Visits to proposed Facilities

The Contracting Authority reserves the right to undertake a visit to any proposed facility offered by a panel member.

5.3 Photography of Participants

As a normal with these types of activities, photos or videos may be taken of the participants. Please note that no images of participant may be used either privately or publicly, for example as part of advertising/social media activity, without the written consent of CMETB, the college/centre and the parent/guardian of the individuals whose image is proposed for use. All publicity must comply with the requirements of the Erasmus+ Programme.

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5.4 Pricing

Applicant organisations will be invited to price for trips and will be required to include a detailed breakdown of costs for all proposed service offerings on a per student basis. These costs will be used in the submission to the National Agency for funding of projects under Erasmus+. It is acknowledged that prices may vary based on activities, availability of accommodation, duration and number of participants etc.

5.5 Invoicing and Payment

All invoices must include a purchase order number from the Contracting Authority.

5.6 Review of Performance

Successful performance and compliance with the terms and conditions of the contract between the contracting authority and the National Agency will be an essential feature of work awarded under the Panel.

Poor performance and/or failure to provide a service in line with the Erasmus quality standards. (Erasmus+ Programme Guide 2023 (Version 2, 21.12.22)

[Erasmus Quality Standards - mobility projects - VET, adults, schools | Erasmus+ \(europa.eu\)](#) will be identified and raised with panel members and may result in termination of a contract and/or removal from the panel.

6. Evaluation Criteria for Admittance to Panel

6.1 Application Requirements

The Contracting Authority is using a process similar to the OPEN procedure for the establishment of this panel, therefore, while all interested parties may apply, only those demonstrating that they have the required level of qualifications, experience and technical capacity will have their application considered. In order to demonstrate eligibility, applicants are required to provide the following information:

6.2 Registration

Organisational ID (OID) generated by the European Commission

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6.3 Cover Letter

A cover letter on official letterhead with the following information:

- Name of applicant
- Address
- EU country in which the organisation is registered
- Organisational ID (OID) generated by the European Commission
- Key contact name
- Key contact email
- Key contact phone / mobile
- Website if applicable
- Other social media platform activities
- Date of establishment

6.4 Previous Experience

- Experience of Erasmus+ or previous EU funded programmes

6.5 Insurance Requirements

Confirmation of insurances in place and commitment to put the following levels in place if successful for the contract:

Insurance Type	Minimum Indemnity limit
Employers Liability	€13 million
Public Liability	€2.6 million
The above insurances are required to include an Indemnity to Principals Clause or otherwise for CMETB to be specifically indemnified under these insurances.	

Insurance policies must provide a Notation of Indemnity to the Contracting Authority for any loss incurred as a result of actions by the service provider (hosting organisation). The hosting organisation must provide evidence of this level of cover being in place or a letter from an Insurance company stating that these levels

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of cover may be put in place if a contract is awarded within one week of the appointment.

Please note: The Contracting Authority reserves the right to review the insurance coverage provided to ensure it meets the levels appropriate for the relevant country and to determine whether to accept such coverage. The tenderer must confirm that they hold insurance at a level required by the regulations in their jurisdiction.

Where the county in question has different insurance levels in relation the above, CMETB reserve the right to review these insurance levels to determine if they are deemed appropriate to proceed with.

Rule: Applicants must confirm the types of insurance in place through completion of the Self-Declaration Form contained in the Response Document

6.6 Tax Compliance

Evidence of tax compliance from the Irish Revenue Commissioners.

Rule: Tenders should confirm their tax compliance status through completion of the Self-Declaration Form contained in in the Response Document.

Where payments exceed €10k you will need tax clearance and an Irish tax/VAT number. If you do not have one, please contact Irish Revenue Commissioners to request a TC1 which is required for a company non-resident in Ireland.

6.7 Financial Stability

Applicants must demonstrate financial stability by confirming they have the resources to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

6.8 Health and Safety

Applicants must ensure full respect of applicable regulation on protection and safety of participants as defined by the applicable legislation in the hosting country.

Applicants must confirm compliance with all Health and Safety legislation and provide a copy of their health and safety statement on request.

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Applicants may be required to provide a copy of their Risk Assessment on request.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender **Messaging** facility and applications must be submitted electronically via the **eTenders messaging** facility on www.etenders.gov.ie **and** via email at tenders@cmetb.ie. Please refer separately, to the attached PDF entitled “Method of Submission”. Applications submitted by any other means (including but not limited to by fax, post or hand delivery) will **not** be accepted. Applicants must ensure that they give sufficient time to upload their response.

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

In responding to this application, all applicants 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. Applicants should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

Applicants must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order 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. Applicants should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

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

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

Email: irish-eproc-helpdesk@eurodyn.com
Phone: +353-818001459

Accessing documents

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

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT

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Workspace

- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- (e) Complete the “Association with the CfT” tab
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Candidate to ensure that their documentation is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

Tenders submitted late or by fax or to any other address will not be accepted.

The closing date for tenders is **12 noon on Friday, 3rd September 2027.**

(b) Queries

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

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

All queries regarding this Panel Application should be via the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries is **Friday, 27th August 2027 at 12 noon.**

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

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

(c) Sufficiency & Accuracy of Tender

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

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

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be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Qualification of Tenders and Referential Bids

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

(e) Extension of Tender Period

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

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

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted 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.

(g) Cost of Preparation of Tender

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

(h) Tender Validity Period

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

(i) Currency and Payments

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

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

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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.

(j) 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.

(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 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 Acts, 1995 and 2001. 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.

(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, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

(i) CMETB proposes that the following information relating to this tender competition will be made available on request: name of tenderer; qualitative selection criteria; selection criteria; detailed reasons to unsuccessful candidates only as to why their application was rejected.

CMETB undertakes to hold confidential, any information provided by you in this tender subject to:

(a) disclosure of the information specified at (i) above as liable for release to the public

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b) CMETB's obligations under law, including the Freedom of Information Act, which came into effect on the effective date by the FOI body on 21 April 2008.

You are asked to consider if any of the information supplied by you in this tender should not be disclosed because of its sensitivity, (other than that referred to at (i) above). If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. CMETB will consult with you about sensitive information before making a decision on any Freedom of Information request received.

If you consider that none of the information supplied by you is sensitive, please make a statement to that effect. Such information may be released in response to an FOI request.

(m) Tax Clearance

It will be a condition of award of this contract 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 contract 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 contract.

(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. 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).

(o) Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in Contracting Authority tenders and in delivering contracts awarded to them.

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The contract(s) awarded on foot of this tender process will be governed by 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.

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(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 Results

All tenderers will be informed of the outcome of their application following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a. Admittance to the Panel
- b. Rejection to the Panel

Applicants who fail to qualify for membership of the panel may re-apply at any time.

(v) Award Notices

Following the formal conclusion of a contract, 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

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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) Environmental Aspects

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

(bb) Accessibility

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

(cc) Knowledge and Skills Transfer

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

(dd) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such

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

(ee) Consortia and Prime Subcontractors

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

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

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

(ff) 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

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economic benefits.

(gg) 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.

(hh) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.