

**Request for Tenders dated 02/10/2026
for the supply of**

**Automotive Training Equipment in four (4) lots:
Lot 1: Operational Training Rigs (With Engines);
Lot 2: Operational Training Rigs (Without Engines);
Lot 3: Garage Equipment;
Lot 4: Hoists.
to Kerry Education and Training Board on behalf of Kerry
College Monavally Campus**

Tender procedure: Open procedure

Tender Deadline: 06/11/2026 16:00

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Part 1: Introduction

- 1.1** Kerry Education and training Board (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the goods as described in Appendix 1 to this RFT (the “Goods”).

- 1.2** In summary, the Goods comprise:

Tenders are sought for the supply of Automotive Training Equipment to Kerry ETB, Monavalley Campus, Tralee, Co. Kerry, in four (4) Lots Operational Training Rigs (With Engines); Operational Training Rigs (Without Engines); Garage Equipment; Hoists.. The equipment is required to meet the training and education needs of the Automotive Technician Apprenticeship programme.

The equipment is required to deliver the Automotive Technician Apprenticeship curriculum in accordance with SOLAS/QQI standards. Capital funding has been approved under the National Apprenticeship Office Scheme to address the identified equipment deficit at Monavalley Campus.

Full specification see Appendix 1

- 1.3** This public procurement competition will be divided into 4 lots (each a “Lot”) as described below. Each Lot will result in a separate contract. Each lot will be evaluated separately against the award criteria outlined Tenderers must be capable of supplying all items in the Lot(s) for which they are tendering. Suppliers may tender for one or multiple lots.

The Three lots are as follows:

Lot 1 Operational Training Rigs (With Engines) Petrol engine rigs, Diesel engine rig Hybrid-type operational training rig: Estimated Value €265,000.00

Lot 2 Operational Training Rigs (Without Engines) CAN Bus / Network training rigs, Steering & suspension trainers, Alternator/starter motor training rig, Lighting, electrical & glow plug trainers, Transmission, brake & drivetrain trainers, Sectioned engine components & catalytic converter: Estimated Value €293,00.00

Lot 3 Garage Equipment 4D Camera Wheel Alignment System & accessory kit, Decommissioned HV battery assembly, EV/Hybrid safety kit, Steel workbenches, hydraulic press, Diesel injector tester, wheel balancer, tyre changer, Hot pressure car washer:

Estimated Value €57,700.00

Lot 4 Hoists 5-tonne 2-post vehicle hoist (EV/Hybrid) with EV adapters, 4-tonne scissor lift / alignment ramp: Estimated Value €55,000.00

Total Estimated Value €671.700.00

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Goods Contract”) will be issued for a term of [insert relevant period]. (“the Term”).

1.5 *“Not Used”*

The Contracting Authority reserves the right to extend the Term for a period or periods of up to [insert relevant period] with a maximum of [insert relevant number] such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed [Goods Contracts] may amount to some €671.700.00 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, 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 Goods Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Goods Contract that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Goods Contract.

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

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

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

The Contracting Authority may cancel this Competition or, for the avoidance of doubt, any individual Lot]] at any time prior to a formal written Goods Contract being executed by or on behalf of the Contracting Authority.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below 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.

- 2.1.5** The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6** Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

- 2.2.1** If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a)** To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;:
- (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.

- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 GOODS CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Goods Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1

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 defined in paragraph 2.6.2). 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.

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:

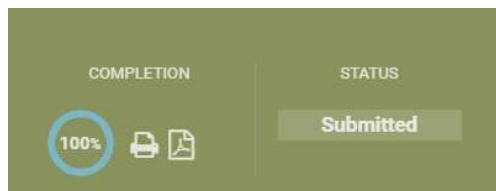
- (a) Log-in to the system (www.etenders.gov.ie)
- (b) Locate the competition using the Advanced Search function, searching by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition 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 (even though this is an application stage).

Submitting your Response

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

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through and click on the Submit button.

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



- 2.6.2 Tenders must be received not later than [insert time] on [insert date] (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in [English/Irish/Other - specify required language(s)].
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT [for each Lot].
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word, Excel, PDF reader]. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 16:00 hours on 27/10/2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 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.

- 2.7.5 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.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
- 2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 Months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Goods supplied under this RFT shall be made subject to and in accordance with the Goods Contract at Appendix 5 to this RFT.

2.10.6

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Goods Contract (as defined in the Goods Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the [insert relevant price index] has increased or decreased in the edition of that index published by the [insert relevant authority] most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Goods Contract awarded, the successful Tenderer(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.12 PUBLICITY

No publicity regarding this Competition or any Goods Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Goods Contract entered into by a Tenderer.

2.14 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.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its a decision on a request received. 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 obligations.

2.17 TAX CLEARANCE

It will be a condition of any Goods Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Goods Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Goods Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	13 million
Public Liability	6.5 million
Product Liability	6.5 million
Professional Indemnity	Not Applicable

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above . A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Goods Contract.

2.21.3 The successful Tenderer will, during the term of the Goods Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 *Not Used*

In circumstances where there is a requirement to provide samples under the Selection Criteria, Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:

- (a) operation;
- (b) certification;
- (c) quality control;
- (d) installation;
- (e) care;
- (f) maintenance;
- (g) repair;
- (h) testing;
- (i) training;
- (j) safety;
- (k) storage; and
- (l) disposal of the sample

2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.

2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

2.22.4 Any samples required must be furnished upon written request of the Contracting Authority.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

- (c) Declared by way of eESPD that they satisfy the selection criteria for : each Lot applied for in] this Competition as set out in part 3.2 below (the “Selection Criteria”),
will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below in respect of each Lot tendered for] and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

GENERAL DECLARATIONS AND FINANCIAL CAPACITY REQUIREMENTS

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

General Information

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Financial and Economic Standing

Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	Statement of Turnover: Details of trading levels for previous three (3) years from Auditor/Accountant
Insurance	Confirmation of the following insurances being in place:

Declaration

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

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

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for] and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

In addition to the eESPD please confirm that you meet the following requirements by completing the relevant sections of the Tender Response Document

Technical and Professional Ability

(i) Quality and Standards of goods being supplied - Tenderers must provide evidence that the goods they will provide as part of this framework complies with NSAI Standard and must bear the Irish Standards mark or the equivalent EU standard which provides an equivalent guarantee of safety and suitability for their primary purpose.

Products must be fit for our particular purpose that are durable, robust and safe for use in a student workshop/ training environment.

(ii) Previous Contracts –Demonstrate your capability to provide the Services by demonstrating successful delivery of Three previous comparable projects involving the delivery of similar services undertaken in the last five years.

(iii) Quality Assurance - Details of quality assurance policies and systems and whether 3rd party certified.

(iv) Health & Safety - Details of health and safety policies and whether 3rd party certified.

(v) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.

Failure to supply the required information may result in elimination from detailed tender evaluation.

Prior to the award of any framework agreement / contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to

provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

In the event that Tender Applicants have previously been involved in providing equipment to a Training centre or other centres within the Kerry ETB area, they should not assume that Kerry ETB is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tender's to ensure their tender response is complete and includes all relevant information.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

3.3 AWARD CRITERIA

- 3.3.1 The Goods Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Kerry Education and Training Board ETB Award Criteria for Supply of Automotive Training Equipment in four (4) lots: Operational Training Rigs (With Engines); Operational Training Rigs (Without Engines); Garage Equipment; Hoists. Full item listings per lot are detailed in the specification sections below					
	Requirement	Sub-Requirement (All sub-criteria carry equal weighting unless otherwise outlined)	Overall Weight %	Total Maximum Score	Minimum Score (50%) Requirement
B	Quality and Fitness for Purpose the Products offered	Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements in the Tender Response Document. Please note that technical specifications outlined are the minimum standard under the evaluation criteria. Tenders must demonstrate an understanding of our requirements as outlined in our specification and provide information to demonstrate that their proposal is of a standard that meet our requirements in terms of quality, standards and technical compliance, durability and suitability for use in a training workshop environment.	25%	2500	1250

C	Delivery schedules offered/Post Delivery Services	Tenderers should indicate proposed delivery schedule for the goods Tenders should outline services offered including but not limited to proposed: 1)The equipment shall be delivered to Kerry College Monavalley Campus, Tralee, Co. Kerry, to a delivery date agreed with the College. (2)The Contractor shall be responsible for offloading, unpacking, positioning in the designated workshop, assembly and removal of all packaging materials. (3) Each system shall be commissioned on site, functional testing of the power unit and safety devices, and demonstration of representative exercises from each composition, witnessed and signed off by College staff. (4)Risk in the equipment shall remain with the Contractor until it has been delivered, commissioned and formally signed off by the College; title shall pass on sign-off	10%	1000	500
D	Warranty and After-Sales Support	1) The complete training system, including all components and compositions, shall be warranted for a minimum period of twenty-four (24) months from the date of commissioning. Tenderers offering longer warranty periods shall state them. (2) Defects notified within the warranty period shall be remedied by repair or replacement at the Contractor's cost, with a target response time of five (5) working days. (3) Tenders should set out details of the warranty/warranties for the equipment required, together with details of manufacturer's warranty.	20%	2000	1000
E	Innovation Sustainability and Added Value	Tenderers should submit evidence of innovative, sustainable or added value of services/products. For example, innovative, sustainable supply chain solutions that can provide additional	5%	500	250

		value for the Client. Details of any additional services that can be provided to enhance the contract. Tenderers must detail how their equipment, services and overall engagement with the Kerry ETB will serve to secure our goal of sustainability			
	Ultimate Cost	Please complete Cost Criterion – Form of Tender (Tender Response Document) See page 19 Competitiveness and completeness of the pricing submitted for each lot, in accordance with the requirements and Specification set out in Appendix 1	40%	4000	N/A
	Total		100%	10000 Marks	

The tender award criteria will be applied to each tenderer who has successfully passed the Selection Criteria as outlined in Section 3.2 of this RFT. Tenderers must achieve a minimum of 50% on all Award Criteria above, excluding Cost of Service, in order to avoid elimination from the competition. Only tenderers who have achieved the 50% will be evaluated against Ultimate Cost.

The award of contract will be on the basis of the Most Economically Advantageous Tender received, in accordance with the above tender award criteria, weightings and rules.

The lowest Cost of Service tender, will receive the maximum score achievable under this criterion.

$$\text{Pricing Score} = \frac{\text{Lowest Tendered Price} \times \text{Max Points}}{\text{Price of bid being evaluated}}$$

Where pricing submissions appear abnormally low in relation to the service, based on technical and economical relevance and where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender.

The pricing strategy of maximum cost is used to establish a total comparative cost for analysis. Where items on the pricing list at Appendix 2 are currently on promotion at the time of this competition going to market, we recommend that the price submitted for such an item should be the regular cost and not the promotion/discounted cost. Should the promotion be ongoing for the lifetime of the contract then it is in order to submit the promotion/discounted rate.

Responses for non-cost Award Criteria items will be scored using the following matrix:

A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.	Outstanding	90 – 100%
An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.	Excellent	80 – 89%
A very good response demonstrating very good understanding offering assurance to client – fully supported.	Very good	70 – 79%
A good response demonstrating good understanding offering assurance to client – well supported.	Good	60 – 69%
An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.	Acceptable	50 – 59%

Suppliers please note:

- This document is designed to assist the contracting authority in its evaluation of your tender and to enable suppliers provide structured responses to key deliverables. It is structured to reflect the award criteria as set out in the RFT.
- Please note responses to individual questions will NOT be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion.
- Where specifications include reference to manufacturer or brand names, in these instances, the phrase "or equivalent" is inferred.
- Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.
- It is acknowledged that each Tender's services may differ from these specifications. As such, each tenderer is free to propose variances from these specifications. Alternative proposals favourable to the Contracting Authority may be suggested. It is required, however, that, whenever a variance from these specifications occurs, the proposed item must meet or exceed the specified characteristics or level of performance.

A failure to answer question(s) may leave the contracting authority with insufficient information on which to base a thorough evaluation and in turn may result in loss of marks in respect of the relevant Award Criterion. Therefore, please ensure you complete ALL sections of this questionnaire.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in

- accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2 (a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 (b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1** 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
- 3.5.2** 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.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1** The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than (7) Seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Goods. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

LOT 1 – OPERATIONAL TRAINING RIGS (WITH ENGINES)

All rigs in this Lot must incorporate fully operational engines capable of starting, running, accelerating and decelerating as in a standard operational road vehicle.

This Lot covers the following items:

- Operational Petrol Engine Rig with 10-15 trouble code faults (x1)
- Operational Petrol Engine Rig with 10-15 trouble code faults (x1)
- Operational Petrol Engine Rig with 30 trouble code faults (x1)
- Operational Petrol Engine Rig with 30 trouble code faults (x1)
- Operational Petrol Engine Rig with 30 trouble code faults (x1)
- Operational Petrol Engine Rig with 30 trouble code faults (x1)
- Operational Petrol Engine Rig with 30 trouble code faults (x1)
- Operational Petrol Engine Rig – Sectioned/Demonstration (x1)
- Operational Diesel Engine Rig with 10-15 trouble code faults (x1)
- Operational Hybrid-Type Training Rig – with front and rear lights (x1)

Tenderers must be capable of supplying all items in this Lot. All brand names, model names and catalogue codes must NOT be referenced in tender responses. Specifications are functional and non-brand-specific.

Specification – Lot 1

Ref.	Requirement / Specification	Compliant	Supplier Response
General Compliance Confirmations			
L1-GC1	Please confirm that the Appendix 2 Pricing Schedule has been completed and returned separately as requested.	Compliant (Yes / No)	Insert Response
L1-GC2	MANDATORY: All equipment must be in place by the date specified in the tender notice. Failure to commit to	Compliant (Yes / No)	Insert Response

Ref.	Requirement / Specification	Compliant	Supplier Response
	this deadline will result in automatic disqualification from the tender process. Please confirm.		
L1-GC3	All goods supplied must be new, of good construction, sound materially, of adequate strength and free from defects in design, materials and workmanship, and safe without risk to health when properly used. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-GC4	Where goods comply with any ISI, EU, ISO or other applicable standard, confirm and provide a copy of the relevant standard.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 1A – Operational Petrol Engine Rigs (x6 in total across various configurations – see item listing above)			
L1-A1	Tenderers must provide a detailed functional description for each of the six (6) Operational Petrol Engine Rigs being tendered, specifying for each: engine displacement, fuel system type (direct injection or manifold/port injection), number of cylinders, and emission standard compliance (minimum Euro 6 required).	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A2	Each rig must be mounted on a steel, powder-coated frame fitted with castor wheels. Maximum height is 2 metres and the rig height must be fixed to comply with Health & Safety standards. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A3	Each rig must have the ability to enter/input faults through an integral device or control panel. Please confirm and provide details of the fault simulation system.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A4	Each rig must include pin-out test points on all major sensors and actuators to allow safe measurement without disturbing factory wiring. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A5	Each rig must be fitted with the vehicle manufacturer's standard 16-pin OBD diagnostic socket, fully wired and operational. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-A6	Each rig must operate on a standard 12V supply voltage. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A7	All rotating parts on each rig must be guarded by steel mesh covers. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A8	Each rig must be CE Certified. Please confirm and provide a copy of the CE certification documentation.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A9	All rigs must be fitted with an engine as used in fully operational motor vehicles (not a scaled or training-only unit). Please confirm and detail the engine type for each rig.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A10	All rigs must be designed to provide accessibility and visibility to engine components from all sides as required in a training environment. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A11	Rigs should be designed and manufactured using original vehicle parts to accurately simulate real-world conditions. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A12	Each engine must be capable of starting, running, accelerating and decelerating to reflect a standard operational road vehicle. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A13	Access to diagnostic data must be possible through standard OBD software tools for all rigs. Please confirm and provide details of compatible diagnostic systems. Indicate any software upgrade costs in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A14	The system should require low maintenance and low power consumption. Please fully describe all power and maintenance requirements, including cleaning and calibration requirements for all components and accessories.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-A15	The tenderer must supply documentation supporting correct sensor maintenance and calibration. Please confirm and detail sensor calibration procedures for all rigs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-A16	The tendered equipment SHOULD include any ancillary equipment or integration package needed to ensure optimal operation. Please confirm and detail all necessary equipment, indicating any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 1B – Operational Petrol Engine Rig – Sectioned/Demonstration (x1)			
L1-B1	One (1) Operational Petrol Fuel Injection Engine Rig in sectioned/demonstration configuration is required, using minimum Euro 6 technology. The rig must allow students to identify and observe all major engine components and systems in a clearly visible, accessible format. Please provide a detailed functional description, including engine displacement, fuel system type and number of cylinders.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B2	The rig must be mounted on a steel, powder-coated frame fitted with castor wheels. Maximum height is 2 metres and the rig height must be fixed to comply with Health & Safety standards. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B3	Key engine components must be sectioned or exposed (e.g. cylinder head, block, pistons, valvetrain, fuel system components) to allow visual inspection of internal parts without disassembly. Please confirm and detail which components are sectioned or made visible.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B4	The rig must have the ability to enter/input faults through an integral device or control panel. Please confirm and provide details of the fault simulation system.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B5	The rig must include pin-out test points on all major sensors and actuators to allow safe measurement without disturbing factory wiring. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B6	The rig must be fitted with the vehicle manufacturer's standard 16-pin OBD diagnostic socket, fully wired and operational. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-B7	The rig must operate on a standard 12V supply voltage. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B8	All rotating parts on the rig must be guarded by steel mesh covers. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B9	The rig must be CE Certified. Please confirm and provide a copy of the CE certification documentation.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B10	The rig must be designed to provide accessibility and visibility to engine components from all sides as required in a training environment. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B11	The rig should be designed and manufactured using original vehicle parts to accurately simulate real-world conditions. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B12	Access to diagnostic data must be possible through standard OBD software tools. Please confirm and provide details of compatible diagnostic systems. Indicate any software upgrade costs in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B13	The system should require low maintenance and low power consumption. Please fully describe all power and maintenance requirements, including cleaning and calibration requirements for all components and accessories.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B14	The tenderer must supply documentation supporting correct sensor maintenance and calibration. Please confirm and detail sensor calibration procedures.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-B15	The tendered equipment SHOULD include any ancillary equipment or integration package needed to ensure optimal operation. Please confirm and detail all necessary equipment, indicating any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 1C – Operational Diesel Engine Rig (x1)			
L1-C1	One (1) Operational Diesel Fuel Injection Engine Rig using minimum Euro 6 technology is required. Please	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	provide a detailed functional description including engine displacement, injection system type (common rail or equivalent) and number of cylinders.		
L1-C2	The rig must be mounted on a steel, powder-coated frame fitted with castor wheels. Maximum height 2 metres, fixed height. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C3	The rig must include an active Selective Catalytic Reduction (SCR) system. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C4	The rig must have fault input capability through an integral device or panel. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C5	The rig must include pin-out test points on all major sensors and actuators. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C6	The rig must be fitted with the manufacturer's standard 16-pin OBD diagnostic socket. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C7	The rig must operate on 12V supply voltage. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C8	All rotating parts must be guarded by steel mesh. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C9	The rig must be CE Certified. Please confirm and provide certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C10	The engine must be as fitted in a functional and operational passenger road vehicle. Please confirm and detail engine type.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C11	The rig must provide accessibility to engine components from all sides. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-C12	The rig should use original vehicle parts to accurately simulate real-world conditions. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-C13	The tendered equipment SHOULD include any ancillary equipment or integration package. Please confirm and detail, indicating any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 1D – Operational Hybrid-Type Training Rig (x1) – to include front and rear lights			
L1-D1	One (1) Operational Hybrid-Type Training Rig is required. Please provide a detailed functional description, confirming whether it is a full vehicle or purpose-built training rig, and confirming that front and rear lights are included and operational.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D2	The equipment must include a fully working Continuously Variable Transmission (CVT), complete with driveshafts, hubs, brakes and wheels. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D3	The transmission must incorporate an MG1 and MG2 motor-generator setup with a power-split device. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D4	The equipment must include observable high-voltage (HV) regeneration when in off-throttle mode. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D5	The equipment must include an 'active' or 'ready' indicator light, installed to warn users of potential unexpected engine starts. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D6	The equipment must have fault input capability through an integral device or panel. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D7	The equipment must be fitted with the vehicle manufacturer's standard 16-pin OBD diagnostic socket. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D8	The equipment must operate on a 12V supply with a high-voltage battery of 220V DC and a 600V inverter. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-D9	The equipment must include an observable high-voltage battery visible through a protective clear housing or case. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D10	All rotating parts must be covered by steel mesh or equivalent guards meeting CE standards. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D11	The equipment must be mounted on a steel, self-contained, powder-coated frame fitted with castor wheels. Maximum height 2 metres, fixed height. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-D12	The equipment must be CE Certified. Please confirm and provide a copy of the CE certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Interaction of Devices, Functionality & Flexibility – All Lot 1 Items			
L1-E1	Access to diagnostic data must be possible through standard OBD software tools for all equipment in this Lot. Please provide confirmation and details for each item tendered. A mere affirmative will not suffice. Indicate any software upgrade costs in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-E2	The tenderer must supply documentation to support correct maintenance and calibration of sensors for all equipment. Please confirm and detail sensor calibration procedures.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-E3	All goods must be new and of good construction, sound materially, of adequate strength and free from defects. All hardware must be safe and without risk to health when properly used. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-E4	The system should require low maintenance and low power consumption. Tenderers must fully describe all power and maintenance requirements, including cleaning and calibration for all components and accessories.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
After Sales Service & Technical Support – Training Proposal			

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-F1	The tenderer must provide on-site inspection after installation of all equipment, demonstrating correct operation to the satisfaction of a nominated Kerry ETB employee. Please confirm and detail. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F2	Relevant troubleshooting, calibration and maintenance manuals must be provided in both hard and soft copy with all equipment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F3	Upon request, the tenderer should provide on-site post-installation technical training for at least two (2) persons, including software use, troubleshooting and calibration. Please confirm and detail training extent. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F4	If available, the tenderer should provide information about online resources (online courses, webinars, guideline videos) or off-site training events available to equipment users at no additional cost to Kerry ETB. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Warranty, Replacement & Spare Parts Proposal			
L1-F5	A minimum two (2) year warranty must be included in the quoted price, covering all hardware, call-outs, travel and parts, including mounting frames, protective covers, fixings and non-serviceable parts. Warranty services must be free of charges for labour, parts and consumables. Please confirm and detail inclusions and exclusions.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F6	The tenderer should be able to offer extended warranties on main parts and components. Please state details and any associated costs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F7	A list of checks carried out at each service should be provided, along with details of parts routinely replaced. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F8	The tenderer should state how long after purchase replacement parts for frames and fixings will remain available.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-F9	The tenderer should provide a full and comprehensive list of all spare parts and consumables, indicating which items are routinely stocked and current pricing.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F10	The tenderer should specify the availability, lead-time and warranty for replacement parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Repair, Breakdown & Customer Support			
L1-F11	The tenderer must have dedicated, fully qualified service personnel able to respond to service, troubleshooting and repair calls within no more than 24 hours via phone, email or remote service. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F12	The tenderer must provide typical lead times for servicing and repairs (including travel and subsistence) charged outside a maintenance contract. Provide details of any call-out charge in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-F13	Please outline the company's customer service plan and escalation policy (e.g. in the event of full system failure that cannot be repaired on-site), including replacement policy and timeline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Method – Lead Time & Delivery			
L1-G1	Delivery must be Delivered Duty Paid (DDP) including all shipping charges, insurance and customs duties. Delivery address: Kerry College, Monavalley Campus, Tralee, Co. Kerry. Eircode: V92PW50. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G2	MANDATORY DELIVERY DEADLINE: All equipment must be in place by the date specified in the tender notice. Failure to commit to this deadline will result in automatic disqualification. Tenderers must explicitly confirm their ability to meet this deadline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G3	Please provide details of the logistics and supply chain to the point of customer delivery, including origin of goods, method of transport and any borders crossed.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	Include details of any cross-docking or warehousing facilities.		
L1-G4	The tenderer must provide details of actions taken to ensure the future timely supply and delivery of goods, including ongoing supply of replacement and spare parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G5	The tenderer must provide details of contingency plans (alternative sources or routes of supply) for any delays in delivery.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G6	The tenderer must provide details of the effects of any regulatory change on the purchase of these goods and the mitigation plan proposed to address such changes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Commissioning, Validation & Documentation			
L1-G7	The supplier must provide pre-installation advice and recommendations. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G8	Tenderers must submit the following documentation with their tender submission: Technical specification document; Statement of warranty; Warranty period information. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G9	All operators' manuals and documentation must be supplied in soft copy in the English language. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Sustainability / Environmental			
L1-G10	Equipment should emit minimal noise, heat or pollutants. Please provide full details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G11	What actions has your organisation taken to reduce its environmental impact? Include details on durability, use of recycled or sustainable materials, avoidance of hazardous substances and end-of-life disposal programmes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-G12	Please provide details of actions taken to reduce excessive packaging, waste materials and CO2 emissions during transport.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-G13	All tenderers must provide details of the company's Environmental & Sustainability Policy and confirm if they hold ISO 14001 or equivalent.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Ultimate Cost			
L1-H1	Please see the Pricing Schedule (Appendix 2) for details of cost submission.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

LOT 2 – OPERATIONAL TRAINING RIGS (WITHOUT ENGINES)

All rigs in this Lot are static or demonstration trainers that do not incorporate running engines. Items must be CE certified and suitable for use in a workshop training environment.

This Lot covers the following items:

- In-Vehicle Network (CAN Bus) Assessment Training Rig (x1)
- Steering & Suspension Trainer with Integrated Pressure Gauges (x1)
- Steering & Suspension Demonstration Trainers – Manual Type (x2)
- Alternator and Starter Motor Training Rig (x1)
- Sectioned Petrol Engine Components Trainer – new and used parts (x1)
- In-Vehicle Network (CAN Bus) Workshop Demonstration Trainer (x1)
- Brake System Trainer Set – Two Platforms (x1 set)
- Sectioned Catalytic Converter Trainer (x1)
- Automotive Lighting Training Systems (x4)
- Glow Plug System Training Rig (x1)
- Sectioned 5-Speed Manual Transaxle Gearbox Trainer (x1)
- Suspension Damper Demonstration/Sectioned Trainer (x1)
- Clutch and Transmission System Trainer (x1)
- Steering Suspension System Components Trainer (x1)
- Auto Electrical Self-Wiring Training Boards (x6)

Tenderers must be capable of supplying all items in this Lot. All brand names, model names and catalogue codes must NOT be referenced in tender responses. Specifications are functional and non-brand-specific.

Specification – Lot 2

Ref.	Requirement / Specification	Compliant	Supplier Response
General Compliance Confirmations			
L1-GC1	Please confirm that the Appendix 2 Pricing Schedule has been completed and returned separately.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-GC2	MANDATORY: Confirm ability to meet the stated delivery deadline. Failure will result in automatic disqualification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L1-GC3	All goods must be new, of good construction, sound materially, of adequate strength and free from defects, and safe without risk to health when properly used. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L1-GC4	Confirm compliance with applicable ISI, EU, ISO or other standards and provide copies of relevant standards.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2A – In-Vehicle Network (CAN Bus) Assessment Training Rig (x1)			
L2-A1	One (1) CAN Bus Assessment Training Rig is required. Please provide a detailed functional description, specifying the CAN bus protocols supported and the training exercises facilitated.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-A2	The rig must include fault injection capability enabling simulation of sensor and actuator faults on the network. Please confirm and detail the fault insertion mechanism.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-A3	The rig must include pin-out test points on all major network nodes and connected sensors. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-A4	The rig must be compatible with standard automotive diagnostic tools via the 16-pin OBD diagnostic socket. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-A5	The rig must be CE Certified. Please confirm and provide copies of certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2B – Steering & Suspension Trainer with Integrated Pressure Gauges (x1)			
L2-B1	One (1) Steering and Suspension Trainer incorporating hydro-mechanical power-assisted steering and/or electric power steering, fully operational, with integrated pressure gauges for hydraulic pressure measurement, is required. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B2	The trainer must allow students to operate and measure the hydraulic steering system, including pump pressure, return line pressure and rack pressure. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B3	The trainer should include suspension components (springs, dampers, wishbones or equivalent) for identification and operation training. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-B4	The trainer must be CE Certified. Please confirm and provide copies of certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2C – Steering & Suspension Demonstration Trainers – Manual Type (x2)			
L2-C1	Two (2) manual steering and suspension demonstration trainers are required for instructor-led demonstration. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C2	Each trainer must include major steering and suspension components in a clearly accessible configuration for visual identification and manual operation by students. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C3	Each trainer must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2D – Alternator and Starter Motor Training Rig (x1)			
L2-D1	One (1) bench-mounted alternator and starter motor training rig is required. Please provide a detailed functional description, including the alternator and starter motor types demonstrated.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-D2	The rig must include test points enabling measurement of alternator output voltage, current and field circuit parameters under load. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-D3	The rig must include fault simulation capability for common alternator and starter motor faults. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-D4	The rig must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2E – Sectioned Petrol Engine Components Trainer – new and used parts (x1)			
L2-E1	One (1) sectioned petrol engine trainer incorporating engine components (new and used) is required, enabling students to identify, inspect and handle components including cylinder block, head, pistons, crankshaft and valve train. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-E2	The unit must be mounted on a stable display stand allowing student access from all sides. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-E3	The unit must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2F – In-Vehicle Network (CAN Bus) Workshop Demonstration Trainer (x1)			
L2-F1	One (1) CAN Bus Workshop Demonstration Trainer (electrical/electronic systems components, static demonstration unit) is required. Please provide a detailed functional description, specifying how it differs from the Assessment Trainer in Lot 2A.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-F2	Fully functional CAN-lighting wall, original components specially prepared for training purposes Frame made of aluminium profile with casters, with tabletop All components are wired inside the unit, thus the system is ready for use immediately Numerous test sockets for all components of the central electrics, numerous test sockets for all bus connections Diagnosis: Each control unit can be individually suspended and measured, and each bus connection at both ends Integrated regulated power supply 12 volt Front panel didactically prepared, colour printed The trainer must be CE Certified and suitable for safe student use in a workshop training environment. Fault switching box lockable, 30 switch 60 errors Headlights with bi-xenon bend lighting and cornering light, tail light combination LED Complete trailer lighting on backside Rear fog light, license plate light, auxiliary stop light, reversing light, fog lights gateway control unit, body control unit, control unit headlight leveling, instrument cluster,	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	steering control unit with Switch unit, trailer control device All controls for lighting, level sensor, fuse holder, horn, washer pump, ignition switch OBD diagnostic connector (16 pin), 4 x D-Sub for the connection of CAN interfaces, controller for speed and steering angle LIN wiper, simulation defogger with measuring points Front: A total of 165 test sockets in 4mm safety version, including in 58 with a bridge plug and measuring tap Back: A total of 20 test sockets in 4mm safety version, all proline with bridge plugs and measuring interface Connector for door module proline		
Lot 2G – Brake System Trainer Set – Two Platforms (x1 set)			
L2-G1b	A two-platform brake system training set is required, each platform demonstrating different brake system configurations (disc and drum), enabling comparison of system operation. Please provide a detailed functional description of both platforms.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-G2b	Each platform must include a hydraulic braking circuit with master cylinder, caliper/wheel cylinder and associated pipework. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-G3b	Each platform must include measurement points for brake hydraulic pressure. Including front disc/hub assemblies, rear drum/hub assemblies, master cylinder and servo. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-G4b	Each platform must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2H – Sectioned Catalytic Converter Trainer (x1)			

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-H1	One (1) sectioned catalytic converter trainer is required, manifold-type, sectioned to allow visible inspection of substrate and internal components. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-H2	The unit must be mounted on a stable display stand. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-H3	The unit must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2I – Automotive test Rig Training Systems (x4)			
L2-I1	Four (4) bench-mounted alternator and starter motor training rig is required. Please provide a detailed functional description, including the alternator and starter motor types demonstrated.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-I2	Each system must include fault insertion capability enabling simulation of open circuits, short circuits and blown lamp faults Also include test points enabling measurement of alternator output voltage, current and field circuit parameters under load. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-I3	Each system must include test points for voltage and current measurement across all circuits. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-I4	Each system must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2J – Glow Plug System Training Rig (x1)			
L2-J1	One (1) glow plug system training rig is required, demonstrating the diesel pre-heat circuit including glow plugs, control unit and timer relay. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-J2	The rig must include test points enabling measurement of glow plug resistance, voltage and current. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-J3	The rig must include fault insertion capability for common glow plug circuit faults. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-J4	The rig must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2K – Sectioned 5-Speed Manual Transaxle Gearbox Trainer (x1)			
L2-K1	One (1) sectioned 5-speed manual transaxle gearbox trainer is required, allowing internal gear, bearing and synchromesh components to be visible for identification and operation training. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-K2	The unit must be mounted on a stable display stand allowing 360-degree student access. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-K3	The unit must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2L – Suspension Damper Demonstration/Sectioned Trainer (x1)			
L2-L1	One (1) sectioned suspension damper trainer is required, showing internal components for training in damper operation, wear identification and replacement procedures. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-L2	The trainer must be mounted on a stable stand or frame for workshop use. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-L3	The trainer must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2M – Clutch and Transmission System Trainer (x1)			
L2-M1	One (1) clutch and transmission system trainer is required, demonstrating clutch engagement mechanism and driveline components. The system should include DSG or CVT elements as applicable to current vehicle technology. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-M2	The trainer must allow students to observe and operate the clutch engagement mechanism. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-M3	The trainer must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2N – Steering Suspension System Components Trainer (x1)			
L2-N1	One (1) additional steering and suspension system components trainer is required for individual component identification and operation training. Please provide a detailed functional description and explain how this unit differs from the trainers in Lots 2B and 2C.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-N2	The trainer must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 2O – Auto Electrical Self-Wiring Training Boards (x6)			
L2-O1	Six (6) auto electrical self-wiring training boards are required, enabling students to self-assemble automotive wiring circuits using standard components, connectors and harness materials. Please provide a detailed functional description, including all components and materials supplied with each board.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-O2	Each board must include a range of standard automotive electrical components (relays, fuses, switches, lamps, sensors) and sufficient wiring harness materials for all standard circuit exercises in the Automotive Technician curriculum. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-O3	Each board must include an integral 12V DC power supply unit. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-O4	Each board must be CE Certified and suitable for safe student use in a workshop training environment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
After Sales Service & Technical Support – Training Proposal			
L2-B1	The tenderer must provide on-site inspection after installation of all equipment, demonstrating correct operation to the satisfaction of a nominated Kerry ETB	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	employee. Please confirm and detail. Indicate any cost in the Pricing Schedule.		
L2-B2	Relevant troubleshooting, calibration and maintenance manuals must be provided in both hard and soft copy with all equipment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B3	Upon request, the tenderer should provide on-site post-installation technical training for at least two (2) persons, including software use, troubleshooting and calibration. Please confirm and detail training extent. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B4	If available, the tenderer should provide information about online resources (online courses, webinars, guideline videos) or off-site training events available to equipment users at no additional cost to Kerry ETB. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Warranty, Replacement & Spare Parts Proposal			
L2-B5	A minimum two (2) year warranty must be included in the quoted price, covering all hardware, call-outs, travel and parts, including mounting frames, protective covers, fixings and non-serviceable parts. Warranty services must be free of charges for labour, parts and consumables. Please confirm and detail inclusions and exclusions.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B6	The tenderer should be able to offer extended warranties on main parts and components. Please state details and any associated costs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B7	A list of checks carried out at each service should be provided, along with details of parts routinely replaced. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B8	The tenderer should state how long after purchase replacement parts for frames and fixings will remain available.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-B9	The tenderer should provide a full and comprehensive list of all spare parts and consumables, indicating which items are routinely stocked and current pricing.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B10	The tenderer should specify the availability, lead-time and warranty for replacement parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Repair, Breakdown & Customer Support			
L2-B11	The tenderer must have dedicated, fully qualified service personnel able to respond to service, troubleshooting and repair calls within no more than 24 hours via phone, email or remote service. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B12	The tenderer must provide typical lead times for servicing and repairs (including travel and subsistence) charged outside a maintenance contract. Provide details of any call-out charge in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-B13	Please outline the company's customer service plan and escalation policy (e.g. in the event of full system failure that cannot be repaired on-site), including replacement policy and timeline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Method – Lead Time & Delivery			
L2-C1	Delivery must be Delivered Duty Paid (DDP) including all shipping charges, insurance and customs duties. Delivery address: Kerry College, Monavalley Campus, Tralee, Co. Kerry. Eircode: V92PW50. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C2	MANDATORY DELIVERY DEADLINE: All equipment must be in place by the date specified in the tender notice. Failure to commit to this deadline will result in automatic disqualification. Tenderers must explicitly confirm their ability to meet this deadline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C3	Please provide details of the logistics and supply chain to the point of customer delivery, including origin of goods, method of transport and any borders crossed.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	Include details of any cross-docking or warehousing facilities.		
L2-C4	The tenderer must provide details of actions taken to ensure the future timely supply and delivery of goods, including ongoing supply of replacement and spare parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C5	The tenderer must provide details of contingency plans (alternative sources or routes of supply) for any delays in delivery.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C6	The tenderer must provide details of the effects of any regulatory change on the purchase of these goods and the mitigation plan proposed to address such changes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Commissioning, Validation & Documentation			
L2-C7	The supplier must provide pre-installation advice and recommendations. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C8	Tenderers must submit the following documentation with their tender submission: Technical specification document; Statement of warranty; Warranty period information. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C9	All operators' manuals and documentation must be supplied in soft copy in the English language. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Sustainability / Environmental			
L2-C10	Equipment should emit minimal noise, heat or pollutants. Please provide full details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C11	What actions has your organisation taken to reduce its environmental impact? Include details on durability, use of recycled or sustainable materials, avoidance of hazardous substances and end-of-life disposal programmes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L2-C12	Please provide details of actions taken to reduce excessive packaging, waste materials and CO2 emissions during transport.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L2-C13	All tenderers must provide details of the company's Environmental & Sustainability Policy and confirm if they hold ISO 14001 or equivalent.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Ultimate Cost			
L2-D1	Please see the Pricing Schedule (Appendix 2) for details of cost submission.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

LOT 3 – GARAGE EQUIPMENT

This Lot covers workshop garage equipment for automotive training use. Items should be suitable for a heavy automotive workshop training environment and must be CE certified unless otherwise noted.

This Lot covers the following items:

- 4D Camera Wheel Alignment System (x1)
- Decommissioned High-Voltage (HV) Battery Assembly with Wiring Harness – IP Rated (x1)
- EV and Hybrid Vehicle Safety Kit (x1)
- Steel Workbenches with Vices (x6)
- Hydraulic Power Press – 60-tonne Heavy Duty (x1)
- Diesel Fuel Injector Tester – Bench Type (x1)
- Wheel Balancer (x1)
- Tyre Changing Machine (x1)
- Hot Pressure Washer – Industrial (x1)
- 4-Wheel Alignment Accessory Kit (x1)

Tenderers must be capable of supplying all items in this Lot. All brand names, model names and catalogue codes must NOT be referenced in tender responses. Specifications are functional and non-brand-specific.

Specification – Lot 3

Ref.	Requirement / Specification	Compliant	Supplier Response
General Compliance Confirmations			
L3-G1	Please confirm that the Pricing Schedule has been completed and returned separately.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-G2	MANDATORY: Confirm ability to meet the stated delivery deadline. Failure will result in disqualification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-G3	All goods must be new, of good construction, sound materially, of adequate strength and free from defects. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-G4	Confirm compliance with applicable ISI, EU, ISO or other standards and provide copies.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3A – 4D Camera Wheel Alignment System (x1)			

Ref.	Requirement / Specification	Compliant	Supplier Response
L3-A1	One (1) four-wheel, camera-based wheel alignment system is required. Please provide a detailed functional description, including the number of cameras/targets, measurement accuracy, supported vehicle database and software features.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-A2	The system must be compatible with the scissor lift specified in Lot 4 and must include all adaptors and accessories for passenger car and light commercial vehicle alignment. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-A3	The system must include software for displaying, recording and printing alignment results. Please confirm and detail the software specification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-A4	The system must be CE Certified. Please confirm and provide certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-A5	Please provide details of software update provision and any associated ongoing costs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3B – Decommissioned High-Voltage Battery Assembly with Wiring Harness (x1)			
L3-B1	One (1) decommissioned electric vehicle high-voltage battery assembly with associated wiring harness is required for safe training on HV system components. The assembly must be fully decommissioned (zero state of charge, permanently isolated). Please provide a detailed description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B2	The assembly must be IP-rated to an appropriate class for safe handling in a workshop training environment. Please confirm the IP rating.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B3	The assembly must be supplied with documentation confirming decommissioning status, HV isolation and safe handling procedures. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B4	The assembly must comply with applicable UN transport and storage regulations for decommissioned lithium-ion batteries. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3C – EV and Hybrid Vehicle Safety Kit (x1)			

Ref.	Requirement / Specification	Compliant	Supplier Response
L3-C1	One (1) EV and hybrid vehicle safety kit is required for safe workshop work on high-voltage electrical systems. Please provide a complete list of all items included in the kit.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C2	The kit must comply with IEC 60900 or equivalent standard for insulated tools for live working. Please confirm and provide details of the applicable standard.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C3	The kit must include insulated gloves of minimum Class 0 (1000V rated) or higher. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C4	All items in the kit must be CE Certified or carry appropriate safety certification. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3D – Steel Workbenches with Vices (x6)			
L3-D1	Six (6) heavy-duty steel workshop workbenches with integrated bench vices are required. Please provide a detailed description, including dimensions, steel gauge/thickness, load capacity and vice jaw width.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-D2	Each bench must include a lower shelf or storage drawer. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-D3	Benches must be suitable for use in a heavy automotive workshop environment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3E – Hydraulic Power Press – 60-tonne Heavy Duty (x1)			
L3-E1	One (1) heavy-duty hydraulic power press of minimum 60-tonne pressing force is required. Please provide a detailed technical description, including frame height, daylight, bed size and pressing speed.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-E2	The press must be suitable for automotive component pressing and extraction operations (bearings, bushes, hubs, axle shafts). Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-E3	The press must be CE Certified. Please confirm and provide certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3F – Diesel Fuel Injector Tester – Bench Type (x1)			

Ref.	Requirement / Specification	Compliant	Supplier Response
L3-F1	One (1) bench-type diesel fuel injector tester is required, capable of testing common rail injectors and unit injectors for spray pattern, flow rate and opening pressure. Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-F2	The tester must be capable of testing injectors from multiple vehicle manufacturers without requiring manufacturer-specific adaptors for standard types. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-F3	The tester must be CE Certified. Please confirm and provide certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3G – Wheel Balancer (x1)			
L3-G1b	One (1) dynamic wheel balancing machine is required, suitable for all standard passenger car wheel sizes (13–21 inch rim diameter). Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-G2b	The machine must include automatic wheel data input (diameter, width, offset) and must display balance weight placement position and amount. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-G3b	The machine must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3H – Tyre Changing Machine (x1)			
L3-H1	One (1) tyre changing machine is required for passenger car and light commercial vehicle tyres (13–21 inch rim diameter). Please provide a detailed functional description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-H2	The machine must include a bead breaker, mounting head and inflation facility. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-H3	The machine must be CE Certified. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3I – Hot Pressure Washer – Industrial (x1)			

Ref.	Requirement / Specification	Compliant	Supplier Response
L3-I1	One (1) industrial hot water pressure washer suitable for automotive workshop use is required. Please provide a detailed functional description, including maximum water temperature, maximum working pressure and flow rate.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-I2	The machine must be suitable for use on vehicle underbodies, engine bays and workshop equipment. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-I3	The machine must be CE Certified and comply with applicable pressure equipment regulations. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 3J – 4-Wheel Alignment Accessory Kit (x1)			
L3-J1	One (1) four-wheel alignment accessory kit is required, to include as a minimum: turntables (x4), steering wheel clamp (x1) and brake pedal depressor (x1). Please detail all items included in the kit.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-J2	All accessories must be compatible with the alignment system specified in Lot 3A. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
After Sales Service & Technical Support – Training Proposal			
L3-B1	The tenderer must provide on-site inspection after installation of all equipment, demonstrating correct operation to the satisfaction of a nominated Kerry ETB employee. Please confirm and detail. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B2	Relevant troubleshooting, calibration and maintenance manuals must be provided in both hard and soft copy with all equipment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B3	Upon request, the tenderer should provide on-site post-installation technical training for at least two (2) persons, including software use, troubleshooting and calibration. Please confirm and detail training extent. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B4	If available, the tenderer should provide information about online resources (online courses, webinars,	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	guideline videos) or off-site training events available to equipment users at no additional cost to Kerry ETB. Please provide details.		
Warranty, Replacement & Spare Parts Proposal			
L3-B5	A minimum two (2) year warranty must be included in the quoted price, covering all hardware, call-outs, travel and parts, including mounting frames, protective covers, fixings and non-serviceable parts. Warranty services must be free of charges for labour, parts and consumables. Please confirm and detail inclusions and exclusions.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B6	The tenderer should be able to offer extended warranties on main parts and components. Please state details and any associated costs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B7	A list of checks carried out at each service should be provided, along with details of parts routinely replaced. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B8	The tenderer should state how long after purchase replacement parts for frames and fixings will remain available.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B9	The tenderer should provide a full and comprehensive list of all spare parts and consumables, indicating which items are routinely stocked and current pricing.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B10	The tenderer should specify the availability, lead-time and warranty for replacement parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Repair, Breakdown & Customer Support			
L3-B11	The tenderer must have dedicated, fully qualified service personnel able to respond to service, troubleshooting and repair calls within no more than 24 hours via phone, email or remote service. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-B12	The tenderer must provide typical lead times for servicing and repairs (including travel and subsistence)	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	charged outside a maintenance contract. Provide details of any call-out charge in the Pricing Schedule.		
L3-B13	Please outline the company's customer service plan and escalation policy (e.g. in the event of full system failure that cannot be repaired on-site), including replacement policy and timeline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Method – Lead Time & Delivery			
L3-C1	Delivery must be Delivered Duty Paid (DDP) including all shipping charges, insurance and customs duties. Delivery address: Kerry College, Monavalley Campus, Tralee, Co. Kerry. Eircode: V92PW50. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C2	MANDATORY DELIVERY DEADLINE: All equipment must be in place by the date specified in the tender notice. Failure to commit to this deadline will result in automatic disqualification. Tenderers must explicitly confirm their ability to meet this deadline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C3	Please provide details of the logistics and supply chain to the point of customer delivery, including origin of goods, method of transport and any borders crossed. Include details of any cross-docking or warehousing facilities.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C4	The tenderer must provide details of actions taken to ensure the future timely supply and delivery of goods, including ongoing supply of replacement and spare parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C5	The tenderer must provide details of contingency plans (alternative sources or routes of supply) for any delays in delivery.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C6	The tenderer must provide details of the effects of any regulatory change on the purchase of these goods and the mitigation plan proposed to address such changes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Commissioning, Validation & Documentation			

Ref.	Requirement / Specification	Compliant	Supplier Response
L3-C7	The supplier must provide pre-installation advice and recommendations. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C8	Tenderers must submit the following documentation with their tender submission: Technical specification document; Statement of warranty; Warranty period information. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C9	All operators' manuals and documentation must be supplied in soft copy in the English language. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Sustainability / Environmental			
L3-C10	Equipment should emit minimal noise, heat or pollutants. Please provide full details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C11	What actions has your organisation taken to reduce its environmental impact? Include details on durability, use of recycled or sustainable materials, avoidance of hazardous substances and end-of-life disposal programmes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C12	Please provide details of actions taken to reduce excessive packaging, waste materials and CO2 emissions during transport.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L3-C13	All tenderers must provide details of the company's Environmental & Sustainability Policy and confirm if they hold ISO 14001 or equivalent.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Ultimate Cost			
L3-D1	Please see the Pricing Schedule (Appendix 2) for details of cost submission.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

LOT 4 – HOISTS

This Lot covers vehicle lifting equipment. All items must be supplied with full LOLER documentation and must be CE certified.

This Lot covers the following items:

- 2-Post Vehicle Hoist for Electric and Hybrid Vehicles – 5-tonne capacity, narrow bay, with EV adapters (x1)
- 4-Tonne Scissor Lift / Alignment Ramp – compatible with 4D Camera Wheel Alignment System (x1)

Tenderers must be capable of supplying all items in this Lot. All brand names, model names and catalogue codes must NOT be referenced in tender responses. Specifications are functional and non-brand-specific.

Specification – Lot 4

Ref.	Requirement / Specification	Compliant	Supplier Response
General Compliance Confirmations			
L4-G1	Please confirm that the Pricing Schedule has been completed and returned separately.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-G2	MANDATORY: Confirm ability to meet the stated delivery deadline. Failure will result in disqualification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 4A – 2-Post Vehicle Hoist for Electric and Hybrid Vehicles – 5-tonne (x1)			
L4-A1	One (1) two-post vehicle hoist of minimum 5-tonne lifting capacity, specifically designed or adapted for use with electric and hybrid vehicles, is required. Please provide a detailed technical description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A2	The hoist must be a narrow-bay two-post configuration suitable for installation in a standard automotive workshop bay. Please confirm the overall installed footprint dimensions and minimum bay width requirement.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A3	The hoist must be supplied with vehicle-specific adapter pads suitable for the lifting points of electric and hybrid	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	vehicles. Please confirm and detail the range of adaptors included.		
L4-A4	The hoist must include automatic safety locking at each lift position and a slack-chain safety device. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A5	The hoist must comply with LOLER 1998 (or equivalent) and be supplied with all documentation required for a LOLER thorough examination. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A6	The hoist must be CE Certified and comply with EN 1493 or equivalent standard for vehicle lifts. Please confirm and provide a copy of the CE certificate and applicable standard.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A7	Please confirm the power supply requirements (single or three-phase, kW rating) and installation requirements (concrete specification, anchor bolt specification, etc.).	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A8	Please confirm the maximum lift height and minimum lowered height of the hoist.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-A9	Please state the maximum rated capacity and any derating requirements for EV/hybrid vehicles with battery pack weight.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Lot 4B – 4-Tonne Scissor Lift / Alignment Ramp (x1)			
L4-B1	One (1) scissor lift ramp of minimum 4-tonne capacity is required, designed to be compatible with a 4D camera wheel alignment system. Please provide a detailed technical description.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B2	The lift must be suitable for passenger cars and light commercial vehicles and must include locking safety devices compliant with PSSR 2000 or equivalent. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B3	The lift must be CE Certified and comply with relevant lift machinery directive requirements. Please confirm and provide certification.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L4-B4	Please confirm the power supply requirements and installation requirements (floor loading, anchoring etc.).	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B5	The lift must comply with LOLER 1998 (or equivalent) and be supplied with all documentation required for a LOLER thorough examination. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
After Sales Service & Technical Support – Training Proposal			
L4-B1	The tenderer must provide on-site inspection after installation of all equipment, demonstrating correct operation to the satisfaction of a nominated Kerry ETB employee. Please confirm and detail. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B2	Relevant troubleshooting, calibration and maintenance manuals must be provided in both hard and soft copy with all equipment. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B3	Upon request, the tenderer should provide on-site post-installation technical training for at least two (2) persons, including software use, troubleshooting and calibration. Please confirm and detail training extent. Indicate any cost in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B4	If available, the tenderer should provide information about online resources (online courses, webinars, guideline videos) or off-site training events available to equipment users at no additional cost to Kerry ETB. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Warranty, Replacement & Spare Parts Proposal			
L4-B5	A minimum two (2) year warranty must be included in the quoted price, covering all hardware, call-outs, travel and parts, including mounting frames, protective covers, fixings and non-serviceable parts. Warranty services must be free of charges for labour, parts and consumables. Please confirm and detail inclusions and exclusions.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
L4-B6	The tenderer should be able to offer extended warranties on main parts and components. Please state details and any associated costs.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B7	A list of checks carried out at each service should be provided, along with details of parts routinely replaced. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B8	The tenderer should state how long after purchase replacement parts for frames and fixings will remain available.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B9	The tenderer should provide a full and comprehensive list of all spare parts and consumables, indicating which items are routinely stocked and current pricing.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B10	The tenderer should specify the availability, lead-time and warranty for replacement parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Repair, Breakdown & Customer Support			
L4-B11	The tenderer must have dedicated, fully qualified service personnel able to respond to service, troubleshooting and repair calls within no more than 24 hours via phone, email or remote service. Please confirm and provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B12	The tenderer must provide typical lead times for servicing and repairs (including travel and subsistence) charged outside a maintenance contract. Provide details of any call-out charge in the Pricing Schedule.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-B13	Please outline the company's customer service plan and escalation policy (e.g. in the event of full system failure that cannot be repaired on-site), including replacement policy and timeline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Method – Lead Time & Delivery			
L4-C1	Delivery must be Delivered Duty Paid (DDP) including all shipping charges, insurance and customs duties. Delivery address: Kerry College, Monavalley Campus,	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Ref.	Requirement / Specification	Compliant	Supplier Response
	Tralee, Co. Kerry. Eircode: V92PW50. Please confirm and detail.		
L4-C2	MANDATORY DELIVERY DEADLINE: All equipment must be in place by the date specified in the tender notice. Failure to commit to this deadline will result in automatic disqualification. Tenderers must explicitly confirm their ability to meet this deadline.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C3	Please provide details of the logistics and supply chain to the point of customer delivery, including origin of goods, method of transport and any borders crossed. Include details of any cross-docking or warehousing facilities.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C4	The tenderer must provide details of actions taken to ensure the future timely supply and delivery of goods, including ongoing supply of replacement and spare parts.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C5	The tenderer must provide details of contingency plans (alternative sources or routes of supply) for any delays in delivery.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C6	The tenderer must provide details of the effects of any regulatory change on the purchase of these goods and the mitigation plan proposed to address such changes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Commissioning, Validation & Documentation			
L4-C7	The supplier must provide pre-installation advice and recommendations. Please provide details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C8	Tenderers must submit the following documentation with their tender submission: Technical specification document; Statement of warranty; Warranty period information. Please confirm and detail.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C9	All operators' manuals and documentation must be supplied in soft copy in the English language. Please confirm.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Sustainability / Environmental			

Ref.	Requirement / Specification	Compliant	Supplier Response
L4-C10	Equipment should emit minimal noise, heat or pollutants. Please provide full details.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C11	What actions has your organisation taken to reduce its environmental impact? Include details on durability, use of recycled or sustainable materials, avoidance of hazardous substances and end-of-life disposal programmes.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C12	Please provide details of actions taken to reduce excessive packaging, waste materials and CO2 emissions during transport.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
L4-C13	All tenderers must provide details of the company's Environmental & Sustainability Policy and confirm if they hold ISO 14001 or equivalent.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>
Ultimate Cost			
L4-D1	Please see the Pricing Schedule (Appendix 2) for details of cost submission.	<i>Compliant (Yes / No)</i>	<i>Insert Response</i>

Appendix 2: Pricing Schedule

Appendix 2 Pricing Schedule Uploaded as a separate document to complete for each LOT

Tenderers must be capable of supplying all items in each Lot. All brand names, model names and catalogue codes must NOT be referenced in tender responses. Specifications are functional and non-brand-specific

Please complete the relevant Tender Response Document(s) for each Lot being tendered.

Refer to Page 19 for further details relating to pricing required

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: Kerry Education and training Board (the "Contracting Authority")

RE: Request for Tenders for the Supply of Automotive Training Equipment in four (4) lots: Lot
 1: Operational Training Rigs (With Engines); Lot 2: Operational Training Rigs (Without Engines);
 Lot 3: Garage Equipment; Lot 4: Hoists. to
 Kerry Education and Training Board on behalf of Kerry College Monavally Campus

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Goods Contract, we hereby declare the following:

1. We understand the nature and extent of the Goods required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Goods Contract, and the Confidentiality Agreement and agree, if awarded a Goods Contract, to execute the Goods Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the Goods in accordance with the RFT and our Tender.
5. We agree that, if awarded any Goods Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Goods Contract under the RFT, have in place on the Effective Date of the Goods Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: Kerry Education and training Board (the “Contracting Authority”)

RE: Request for Tenders for the Supply of Automotive Training Equipment in four (4) lots: Lot
 1: Operational Training Rigs (With Engines); Lot 2: Operational Training Rigs (Without Engines);
 Lot 3: Garage Equipment; Lot 4: Hoists. to
 Kerry Education and Training Board on behalf of Kerry College Monavally Campus

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
 - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
 - 3.2.3. Amount of each financial contribution.
 - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
 - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
 - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
 - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			

Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Automotive Training Equipment in four (4) lots: Lot
 1: Operational Training Rigs (With Engines); Lot 2: Operational Training Rigs (Without Engines);
 Lot 3: Garage Equipment; Lot 4: Hoists. to
 Kerry Education and Training Board on behalf of Kerry College Monavally Campus

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- b. has carried out the preparation of the Tender independently.
- 4. [Click here and insert name of entity]:
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- 5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
- 6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
- 7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5: Goods Contract

Kerry Education and training Board

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Automotive Training Equipment in four (4) lots: Lot 1:
Operational Training Rigs (With Engines); Lot 2:Operational Training Rigs (Without Engines);
Lot 3:Garage Equipment; Lot 4:Hoists.
to Kerry Education and Training Board on behalf of Kerry College Monavally Campus

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

Kerry Education and training Board, of [Address] ("the Client");

and

[Contractor's full legal name], of [Address:] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled "[Title of RFT]" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and dated [insert date of RFT] ("the RFT"), the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the goods described in Appendix 1 to the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor shall sell and the Client shall purchase in accordance with this Agreement ("Agreement") the Goods described in Schedule B ("Goods"). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is [insert contact name] of [insert contact address]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Delete and replace with "Not Used" if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the supply of Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 5 the Contractor shall:
1. supply the Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 15, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. THE GOODS

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:

1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
 2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
 3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.
 5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
 6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.
- D. *Select either D or E and replace with "Not Used" if not applicable:*
- Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.
- E. *Select either D or E and replace with "Not Used" if not applicable:*
- Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [insert amount] per week/day, or part thereof, for each week/day of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [insert amount]. Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and;
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

3. INSPECTION OF GOODS

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.
- B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:
1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.
- or
2. have such Goods promptly, and in any event within [insert number] calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.
- C. Rejected Goods shall be removed by the Contractor from the Client within [insert number] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within [insert number] calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.
- D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.

- E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods for [insert period] from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Client on payment for the Goods.

5. PAYMENT

- A. Subject to the provisions of this clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable

by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. 

it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [Insert Date] which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and
 8. the Client shall be under no obligation to purchase any minimum number or value of Goods.
- B.** The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.
- C.** The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D.** The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.
- E.** The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

- The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 7A shall survive termination of this Agreement for any reason.
- A.**

- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. *Delete and replace with "Not Used" if not applicable:*
 Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
 [insert]
 ("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

8. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
 1. its professional advisers subject to the provisions of this clause 8; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or
 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the

Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT (“the Confidentiality Agreement”).

The obligations in this clause 8 will not apply to any Confidential Information:

1. in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

- C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. 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 obligations

- D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. FORCE MAJEURE

- A. A ‘Force Majeure Event’ means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party’s obligations (or of any of them) resulting from any Force Majeure Event, that Party (“the Affected Party”) shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for [insert number] calendar days either Party may terminate at 14 days notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
 - i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor
 - ii) that the Contractor (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31

July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.
- D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

14. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- B. All notices shall be deemed to have been served as follows:
 1. if personally delivered, at the time of delivery;
 2. if posted by registered post at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

15. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party, or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

17. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

18. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing goods (or Goods) from a third party at any time during the currency of the Agreement.

20. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Goods are being performed for the Client under this Agreement.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Goods

(where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring

confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The

Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. **(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)**

The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Delete and replace with 'not used' if not applicable:

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Goods: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to 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;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 “Data Controller” has the meaning given under the Data Protection Laws;
 “Data Processor” has the meaning given under the Data Protection Laws;
 “Data Subject” has the meaning given under the Data Protection Laws;
 “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 “Personal Data” has the meaning given under Data Protection Laws;
 “Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain

fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority (being a duly authorised officer)	SIGNED for and on behalf of the Contractor
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the Confidentiality Agreement]

Processing, Personal Data and Data Subjects

4. Processing by the Contractor
 - 4.1 Subject matter of processing
 - 4.2 Nature of processing
 - 4.3 Purpose of processing
 - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

End of Document