

Call for Tenders

Contracting Authority	Galway and Roscommon Education and Training Board (GRETb)
Nature of Procurement	Multi Party Framework Agreement for the Supply and Delivery of Contracted Training in Eleven (11) Lots to Galway and Roscommon Education and Training Board
Type	Services
Procedure	Open - OJEU
Stage in Procedure	Single Stage Tender Procedure
eTenders CFT ID	9213842
Issue Date	2nd October 2026
Closing Date for Queries	19th October 2026 @ 14:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Deadline for receipt of Tenders	2nd November 2026 @ 14:00
<i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie</i> <i>Registration is free of charge and there is no charge for documents.</i> <i>Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i>	
<i>Galway and Roscommon Education and Training Board (GRETb) have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender.</i> <i>This document and format must be used.</i>	
<i>Registered Charity Number 20083427</i>	

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1. Disclaimer

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

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

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

2. Summary

Contracting Authority	Galway and Roscommon Education and Training Board
Nature of Procurement	The Supply and Delivery of Contracted Training (11 Lots)
Type	Services
Procedure	OPEN - OJEU
Stage in Procedure	Single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (Financial and Technical capacity) will be deemed eligible for evaluation against the award criteria.

3. About the Contracting Authority

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

Galway and Roscommon Education and Training Board (GRETb) offers an extensive range of education and training services across locations in Galway and Roscommon including Primary Education, Post Primary Education, Further Education and Training, Outdoor Education, Music Education and Youth Services. GRETb delivers education and training programmes from nineteen training centres. For more information visit www.gretb.ie and www.etbi.ie.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement for the supply and delivery of Contracted Training. This public procurement competition is divided into lots (each a “Lot”) as described in the table below, with detailed specifications for each lot appended at Appendix 2 to this CFT.

In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

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

Lot No	Lot Description
LOT 1	Business, Administration Skills, Financial Services Skills, Management Skills, Sales and Marketing Skills, Entrepreneurship Skills, Media Skills, Media Graphics Communications Skill, Web Development & Design Skills
LOT 2	Information Technology Skills, Engineering (IT) Skills, Core ICT Skills
LOT 3	Engineering Skills, Electrical Engineering Skills, Mechanical Engineering Skills, Manufacturing Skills, Science and Technology Skills, Natural Resources Skills, Built Environment Skills
LOT 4	Health, Family other Social Services Skills
LOT 5	Hairdressing, Beauty and Complementary Therapies Skills
LOT 6	Transport, Distribution and Logistics Skills, Transport Engineering Skills
LOT 7	Food and Beverage Skills, Tourism Skills, Sport & Leisure Skills
LOT 8	Agriculture, Horticulture and Mariculture Skills, Animal Science Skills
LOT 9	Core Personal Skills, General Learning, Language Skills, Sampling Skills, Arts
LOT 10	Research and Education/Training Skills
Lot 11	Security, Guarding & Emergency Services Skills

Note: All LOTs may be delivered online (synchronous) or in person or blended

Tenderers may submit a tender response document (TRD) for one, two or all eleven lots.

If tendering for one lot, two lots, or all eleven lots, tenderers must complete a separate tender response document (TRD) and pricing schedule for each lot, ensuring that they address the unique features and requirements for each lot.

4.1. Numbers Admitted to the Framework

The framework will be established with **a maximum of 5 suppliers for each Lot**, subject to that number meeting the minimum criteria and rules. Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework agreement terms.

4.2. Duration of Framework

Each framework lot agreement will be for two (2) years duration, with the option to extend for 2 * 12 months, totalling a maximum of four (4) years subject to satisfactory performance, business needs and budgetary constraints. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3. Estimated Value of the Framework

The estimated total value of expenditure (ex VAT) is in the region of **€30,000,000** for the duration of the framework. This figure is provided strictly for indicative purposes only, based on current and future expected provisions and there is no guaranteed expenditure under the framework agreement.

It should be noted that most of the expenditure under these frameworks is subject to Department of Further and Higher Education, Research, Innovation and Science (DFHERIS) funding approval.

4.4. Awarding Contracts under the Framework

Contract will be awarded by either of the following methods:

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

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

OR

- (b) Through invitation to a mini-tender competition of all the firms admitted to the framework agreement (relevant Lot). On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

4.5. Course Contract Amendments

Amendments to contracts are permitted where operational adjustments are required to facilitate the general needs of Learners. For example, course extension, change of location etc. When amendments are necessary:

- The Amendment to Contract must be approved and signed by the authorised person before it is sent to the Contractor for signature
- The Contractor must sign the Amendment to the contract before it is updated in the appropriate payment management system

4.6. Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contract Manager and the supplier. Cost competitiveness, quality of service and delivery time will be the main criteria for measuring performance.

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

4.7. Account Management

4.7.1. Account Manager

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

- Overall responsibility for a good working relationship with the Contracting Authority.
- Meet as and when required to review the relationship and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.
- Proactively discuss with the Contracting Authority ways of increasing sustainability in service delivery and suggest improvements in relation to how they can reduce their carbon footprint in the delivery of the framework without compromising the overall level of service.
- Available to the Contracting Authority between the hours of 09.00 - 17.00 Monday to Friday or the nominated deputy account manager if they are unavailable.

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

4.7.2. Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.7.3. Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

4.7.4. Award to Runner Up

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

4.7.5. Right to Tender Outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions (Appendix 5).

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1 Section I of this document.

4.7.6. Changes

It shall be the responsibility of the successful tenderer to fulfil the obligations under the contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise, i.e. withdrawal of the United Kingdom from membership of the EU.

4.7.7. Obligations Regarding End of Contract

On expiry of this contract/framework agreement the Framework Member may be required to provide a summary file of the goods provided during the contracted period.

5. Scope and Specification of Requirements

The framework agreement will be established on foot of a competition for an initial contract for each of the Lots set out below for the provision of Contracted Training for GRETB.

The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreements.

The scope of the training programmes to be run over the duration of the contract will depend on demand.

LOT NO	Pillars
1	Business, Administration Skills, Financial Services Skills, Management Skills, Sales and Marketing Skills, Entrepreneurship Skills, Media Skills, Media Graphics Communications Skill, Web Development & Design Skills
2	Information Technology Skills, Engineering (IT) Skills, Core ICT Skills
3	Engineering Skills, Electrical Engineering Skills, Mechanical Engineering Skills, Manufacturing Skills, Science and Technology Skills, Natural Resources Skills, Built Environment Skills
4	Health, Family other Social Services Skills
5	Hairdressing, Beauty and Complementary Therapies Skills
6	Transport, Distribution and Logistics Skills, Transport Engineering Skills
7	Food and Beverage Skills, Tourism Skills, Sport & Leisure Skills
8	Agriculture, Horticulture and Mariculture Skills, Animal Science Skills
9	Core Personal Skills, General Learning, Language Skills, Sampling Skills, Arts
10	Research and Education/Training Skills
11	Security, Guarding & Emergency Services Skills

Tenderers may submit tenders for one or more Lots. Where tendering for multiple lots, the tenders must be capable of being assessed **WITHOUT** reference to other lots.

5.2 Detailed Specification of Requirements

GENERAL REQUIREMENTS

Minimum Tutor Requirements

Tutors must be capable of delivering the course or module(s) specified in Appendix 2. They must also have an appropriate pedagogical qualification prior to delivering any element of a Training Course.

Submission of names and details of Tutors to GRET B for approval is required prior to the issue of a contract.

Pedagogical and/or Andragogical experience minimum requirement:

The Tutor must have post qualification experience delivering training to learners over a period of time totalling 2 years or more of direct learner contact time.

Professional qualification and experience – minimum requirements:

The Tutor must hold a recognised qualification in the particular discipline at least 1 level above the module or overall course certification that is being delivered and have at least 2 years related professional experience in the discipline:

- A junior tutor has 2 years' experience
- An intermediate tutor has at least 4 years' experience
- A Senior tutor has at least 6 years' experience

Or

The Tutor must hold a recognised qualification in the particular discipline at the same level and have a minimum of 4 years related professional experience in the discipline:

- A junior tutor has 4 years' experience
- An intermediate tutor has at least 6 years' experience
- A Senior tutor has at least 8 years' experience

Or

Where no recognised professional qualification exists for the course, the Tutor must have a minimum of 7 years related experience in the discipline:

- A junior tutor has 7 years' experience
- An intermediate tutor has at least 9 years' experience
- A Senior tutor has at least 11 years' experience

Course Management

GRET B requires tenderers to nominate a dedicated Course manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

Classrooms/Facilities.

Please make sure that computers are not more than three years old and using the most up-to-date software. Computers should be made available to trainees for the duration of the course with internet access. Printer access and paper should be available for trainees to print projects

throughout the course. Canteen facilities should be separate to the classroom. All rooms and toilet facilities must be wheelchair accessible.

Costs, Prices and Rates

Tenders received should **clearly outline an overall cost for the delivery of the course including fees for the provision of premises, resources and the management of the course.** Certification costs will be covered by GRETB. The weekly duration of a course is 31.25 hours (Monday – Friday). Courses over 30 weeks will have 2 additional weeks added on paid leave for learners.

Delivery of the Services

The tenderers agree to:

- carry out all duties and responsibilities which may be required to secure the timely and satisfactory completion of the Services and which would ordinarily and properly be carried out by an independent Provider in relation to services comparable in size, scope, complexity and purpose to the Services.
- act in a thoroughly competent and efficient manner and in the best interests of GRETB so as to give to the organisation the full and complete benefit of the Provider's experience and expertise.
- comply with GRETB's conditions for learning i.e. classroom environment and all applicable laws including, without limitation, any regulations issued from time to time under the Safety Health & Welfare at Work Acts, 1989 & 2005.
- produce to GRETB (if requested) a safety statement setting out the basis upon which the Services are to be carried out, and to ensure that the safety statement is complied with in all respects by its officers, employees, sub-Providers or agents.
- ensure that the Services are completed in accordance with safety and security requirements of GRETB notified to the Provider from time to time and to ensure that such requirements are complied with in all respects by its officers, employees, sub-Providers or agents; and
- provide all personnel, equipment, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Services.

Subject to compliance with applicable law, the Provider shall ensure that where required by applicable law or where otherwise requested by GRETB, all personnel engaged in the provision of the Services:

- Are appropriately Garda vetted, by reference to past employer references, in particular the most recent employer and by requesting criminal record checks from An Garda Síochána or, where appropriate, ensuring that prospective employees provide the necessary clearance from other appropriate police authorities; and
- Furnish to GRETB all necessary authorisations to enable GRETB to obtain a statement from An Garda Síochána as to whether any convictions have been recorded against them.

The Provider shall immediately notify GRETB if the Provider or any of the Provider's personnel engaged in the provision of the Services:

- (i) Are charged with any criminal offence; and
- (ii) Have been or become convicted of any criminal offence.

GRETB reserves the right at its absolute discretion to object at any time to any person nominated or engaged by the Provider as a tutor. Without prejudice to the foregoing, it is a condition of this Contract that in the event of GRETB informing the Provider of its objection to any tutor, the following provisions shall apply:

The tenderers shall forthwith cease to deploy that tutor on any course.

GRETB shall be under no liability whatsoever to either the tenderer or the tutor in the event of termination of the tutor's engagement and neither the tenderer nor the tutor shall have any entitlement to damages or compensation or any other redress if the tutor's engagement is terminated.

GRETB reserves the right at its absolute discretion to investigate any complaint relating to any tutor and may refer any such complaint to the Provider and/or the relevant tutor for a response. For the avoidance of doubt, GRETB is under no obligation to conduct any such investigation and GRETB may require the Provider to immediately withdraw the tutor in question from the relevant Course irrespective of whether or not GRETB decides to conduct such an investigation.

GRETB may request the tenderer to nominate a new tutor to carry out the Services in respect of the tutor who has been removed, with the replacement tutor being appointed only on the agreement of GRETB.

5.3 Health and Safety

The successful tenderer(s) must agree to comply with the terms and conditions of all School/Contracting Authority policies and procedures particularly the Health & Safety Statement and Child Protection Policy. It will be a condition of contract that successful tenderers provide the Contracting Authority in advance with a signed copy of their current Health & Safety Policy.

Tenderers must demonstrate operation of health and safety systems and procedures in line with the Safety Health and Welfare at Work Acts 2005 to 2014.

5.4 Sustainability

The Contracting Authority recognises its responsibility to demonstrate sound environmental management and to promote sustainability. Tenderers are required to highlight their policies in place to manage and minimise the environmental impact of the provision of these services and how the service provider would endeavour to implement best practice. These may include (but are not limited to):

Environmental / Green Procurement

- Adoption of energy-efficient technologies
- Effective waste management and recycling practices
- Sustainable transportation of goods to storage facility

Social Considerations

- Fair pay and living wages
- Equal employment opportunities
- Workplace health and safety
- Responsible supply chain partnerships
- Adherence with labour laws

Tenderers are asked to take due consideration of Green Public Procurement (GPP)¹. GRETB supports an environmentally friendly approach to the disposal of waste materials throughout the supply chain and in this regard, Tenderers should confirm their compliance with waste disposal regulations in Ireland (Waste Management Act, 1996) and the WEEE Directive 201/19/EU. Tenderers should confirm their compliance with waste disposal regulations in Ireland (Waste Management Act, 1996) and the WEEE Directive 201/19/EU.

5.5 Innovation

Tenderers are required to submit innovative solutions for the supply requirements; these may include but are not limited to elements such as:

- New delivery models or technologies.
- Enhanced learner supports.
- Ways in which your organisation contributes beyond the core contract (e.g. community engagement, additional resources, pilot initiatives, or service improvements).

5.6 Pricing

Tenderers **MUST** quote for all items within a Lot. Where a price is omitted, the Contracting Authority will enter a price equal to the highest price quoted to enable the evaluation process. Prior to formal conclusion of a framework, a tenderer will be asked to confirm that they can meet the service requirements that were omitted. The reason for this approach is to ensure maximum participation in the frameworks. Where large volumes of items in a Lot are not priced, the Contracting Authority reserves the right to deem the tender inadmissible without recourse to the process described in this section.

Tenderers are required to complete in full the **Tender Response Document (Appendix 3)** and a separate **Pricing Schedule (Appendix 4)** for each of the lots being tendered for. The Pricing Schedule has no overall contractual value and is used by the Contracting Authority for comparing tenders for evaluation purposes only.

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

Please transcribe the total price information for each lot from the Pricing Schedule (Appendix 4) to the Form of Tender within the Tender Response Document (Appendix 3).

Applicants must not change, alter or manipulate either the description of the equipment or the quantities specified on these documents, any tender found to have an alteration to the description or quantity will be disqualified.

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

5.7 Pricing Review

The Contracting Authority requires any prices submitted by the successful tenderer to be held for a minimum of 12 (twelve) months after the framework establishment date. After this time, a price review can be requested. Such price review will be at the sole discretion of the Contracting Authority and only if all of the below conditions are satisfied:

Applications for price review are received by GRETB with one month's notice of any change.

- Price review application shall itemise each element of the price variation and provide vouched documentary evidence (in line with relevant indices) in support of this request.
- Subsequent Price Reviews can only be requested on the anniversary of the framework effective date.

In the event that the Price Review has not been completed by the commencement of the extension of the term of the Goods Contract, if any, the prices submitted in the original Tender response ("the Submission") shall continue to apply until the Price Review has been completed and accepted by the Contracting Authority.

Price adjustments (increase/decrease) in subsequent years of the framework will be subject to agreement and evidence based and linked to the Consumer Price Index or evidence by alternative objective price points. It is anticipated that where a price adjustment is approved, a standard adjustment % will be agreed and applied across the board to all framework members in a specific lot.

5.8 Delivery

It is anticipated that an initial contract will be awarded to the first ranked tenderer after the formal establishment of the framework agreement. The initial contract is anticipated to commence in the first quarter of 2027.

5.9 Invoicing

Invoices shall be submitted on completion of order by the supplier monthly for all costs incurred in the preceding month. All official invoices must quote a Contracting Authority purchase order number, and the Contracting Authority's Site Ordering/Manager Name and email address. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

The Contracting Authority operates a decentralised purchasing system; therefore, it is critical that the supplier has the ability to invoice each of the Contracting Authority's individual sites with these terms.

5.10 Tutor Training Kits

The Contracting Authority may require training kits for tutors, should a new Learning Outcome be incorporated into a course. The contents of the kits are at the discretion of the relevant centre. Tenderers are expected to provide the kits at no additional cost to the Contracting Authority Centres.

5.11 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial contract, the framework agreement will also be used for unforeseen requirements which fall clearly within the defined scope of the framework.

6 Evaluation Criteria

6.3 Selection Criteria

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

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

6.3.1 General Information Relating to the Tenderer

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

6.3.2 Legal Compliance

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

6.3.3 Financial Capacity

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

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Insurance – Tenderers must declare below that they satisfy the minimum insurance requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to the Contracting Authority in each case:

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

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

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

NOTE: Tenderers must be willing to provide evidence of the self-declared information within seven (7) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

6.3.4 Technical Capacity

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

- I. **Previous Contracts / Experience** – Information demonstrating successful delivery of two (2) previous comparable contract in the past 3 years – that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract.
- II. **Quality Assurance Management System** – Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally 3rd party certified.
- III. **Health and Safety Management Systems** – Tenderers must demonstrate operation of health safety systems and procedures in line with the Safety Health and Welfare at Work Act 2005 to 2014 whether externally 3rd party certified.
- IV. **Environmental** – Details of environmental policies and systems in place and whether 3rd party certified.
- V. **Compliance with Irish and EU Technical and Safety Standards for the Supply of Contracted Training and Equipment to Galway and Roscommon Education & Training Board** – All Contracted Training and Equipment shall comply fully (where appropriate and relevant) with Irish and EU Safety Regulations and Standards (EN).

6.3.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an eESPD which will be accepted as evidence of compliance with the Legal and Financial Capacity.

Tenderers must complete the Electronic European Single Procurement Document (eESPD) provided separately and return with Tender Submission or submit online via the Response Page on www.eTenders.gov.ie.

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

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

6.4 Award Criteria

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

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

Award Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost (EX VAT)	35%	3,500	n/a

Tenderers are required to outline their cost proposal by completing and signing the Form of Tender in the Tender Response Document, along with completing the relevant Pricing Schedule for Lot(s) and in accordance with this request for tender. Tenderers can apply for more than one lot.

Tenderers are required to provide a per day cost for;
 Tutor Full Day (6 hours)
 Tutor Half Day (5 hours)
 Tutor hourly rate (1 hour)

Prices quoted must be all inclusive i.e. include all necessary learner and tutor; (1) equipment, (2) licences

All costs must be inclusive of travel and subsistence allowances.
 All costs must be exclusive of VAT
 All costs must be provided in euros.
 All costs must be inclusive of preparation time and marking time.

Time spent travelling to or from learner locations is not billable as tutor time.

Daily rates for tutors can only be paid in respect of actual delivery days and excludes all holidays, bank holidays, etc.

Tutors delivering programmes have experience in delivering synchronous online classes as part of a blended learning approach.

All days are converted into hours to facilitate cost calculations of part-time courses and shorter working days (Fridays). One typical day is 6 hours duration for these calculations. Part hours are rounded up to the nearest day. A full-time course with 1:30 finish on Friday is equivalent to $4 \times 6 + 1 \times 5 = 29$ weekly hours (not 31.75 calculated for learner payroll).

B	Development & Delivery of FET Programmes	25%	2,500	1250
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Tenders should demonstrate your organisations and proposed delivery team experience in the design, development and delivery of FET programmes for individuals and communities affected by economic or structural change including those impacted by the transition to a low carbon economy ("Just Transition").

Please provide a training schedule for the proposed programme for the 6-month duration.

C	Management of Training Programmes & Quality Assurance	10%	1,000	500
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Tenderers should provide evidence of robust internal systems for course development, approval, delivery monitoring & QA, including specific details on your regional infrastructure and ability to engage with local stakeholders to ensure high-quality training outcomes

D	Technical Capacity, Experience & Expertise	15%	1,500	500
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Tenderers should provide comprehensive evidence of your technical resources, staff expertise, and management structures (including sub-contractor oversight), supported by a verifiable track record of delivering similar FET programs and learner outcomes.

E	Environmental & Corporate & Social Responsibility	15%	1,500	n/a
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Tenderers should Provide an Environmental Management Plan detailing specific measures to reduce carbon emissions, minimise waste during course delivery, and how sustainability principles will be communicated to learners. Describe your CSR strategy, specifically highlighting how this contract will support social inclusion, promote equality of opportunity for learners, and deliver tangible benefits to the local community.

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

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

Meaning		Weighting
An outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.	Outstanding	90 – 100%
An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.	Excellent	80 – 89%
A very good response demonstrating very good understanding offering assurance to client – fully supported.	Very Good	70 – 79%
A good response demonstrating good understanding offering assurance to client – well supported	Good	60 – 69%
An acceptable response demonstrating a minimum understanding offering assurance to client – satisfactorily supported.	Acceptable	50 – 59%
Unacceptable. Tenderers who do not meet the minimum score required to pass any one of the qualitative criteria will be eliminated from the competition	Unacceptable	Less than 50%

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

NOTE 2: The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Maximum Points available for Cost	3,500
Lowest Cost from a Bona Fide Tender	B
Cost for the tender being evaluated	C
Formula employed	$\frac{3,500 \times B}{C}$

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

NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 6: If evaluation outcome results in a tie between two or more Tenders, the tender with the highest score for Criteria A shall be deemed the Most Economically Advantageous Tender.

If tenderers have previously been involved in providing goods or services to the Contracting Authority, they should not assume that Contracting Authority 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.

6.4.1 Post Tender Clarification

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

6.4.2 Verification

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

6.4.3 Clarification of Abnormally Low Tenders

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

6.4.4 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract during the life of the framework.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. The Contracting Authority takes no responsibility for documents which are not submitted by the Closing Date, for any reason. We advise that you should give sufficient time to upload all documents. Tenderers are fully responsible for the safe and timely delivery of the Tender via the eTenders platform.

To submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

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

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

Email : irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

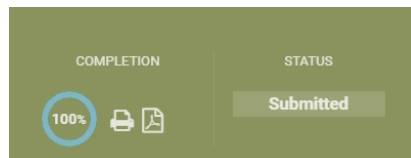
Accessing documents

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

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

Submitting your Response

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



If you do not receive a message like above, you have not submitted your response.

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 the submit button.

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

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

(b) Closing date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission

(c) Queries

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

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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries as shown on Page 1 of this document.

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

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

(d) Sufficiency and Accuracy of Tender

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

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

(e) Qualification of Tenders and Referential Bids

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

(f) Extension of Tender Period

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

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

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

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

(i) Tender Validity Period

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

(j) Currency and Payments

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

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

(k) Conflict of Interest

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

(l) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

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

(n) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(o) Irish Legislation and Law

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(p) Dignity at Work

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

(q) Clarification of Tenders

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

(r) Correction of Errors

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

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

(s) Change in the Composition of a Tender

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

(t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(u) Notification of Tender Evaluations

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

On a voluntary basis the Contracting Authority undertakes that no framework agreement will be signed or take effect until at least seven (7) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition ("Standstill Period"). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

(v) Award Notices

Following the award of contract, award notices will be dispatched to eTenders announcing the results of the competition.

(w) Policy on Personal Debriefings

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

(x) Copyright

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

(y) Brand Names, etc.

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

(z) Payment

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

(aa) Right Not to Award

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

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

(bb) Environmental Aspects

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

(cc) Accessibility

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

(dd) Knowledge and Skills Transfer

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

(ee) Collusive Tendering

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

(ff) Confidentiality

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

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

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

(gg) Consortia and Prime Subcontractors

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

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

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

to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) 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.

(ii) Changes in Legislation

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

APPENDIX 2 – COURSE DETAILS

APPENDIX 3 – TENDER RESPONSE DOCUMENT (TRD)

APPENDIX 4 – PRICING SCHEDULE

**APPENDIX 5 – MULTI OPERATOR FRAMEWORK AGREEMENT
TERMS GRET B TEMPLATE**

**APPENDIX 6 – THE CONTRACTING AUTHORITY'S CONDITIONS
OF PURCHASE**