



Ag Rialáil Gairmithe Sláinte
agus Cúraim Shóisialaigh
Regulating Health +
Social Care Professionals

Request for Tender for a Multi- Party Framework Agreement (RFT)

Title of Tender:	RFT for Multi-Operator Framework Agreement for Policy, Research and Strategic Project Management Professional Services for CORU		
Procurement Procedure:	Open		
Description of Services:	Research And Strategic Project Management Professional Services For CORU		
Contract Value	€ 200,000		
Key Dates:			
Issue Date	Thursday 8 October 2026		
Closing Date/Time for Queries	Thursday 29 October 2026 At 14:00 PM		
Closing Date/Time for Tenders	Thursday 5 November 2026 At 14:00 PM		
Contact for Queries:			
Via www.etenders.gov.ie ONLY			
Format for submission of Tenders– use the Tender Response Documents provided ONLY and return via:			
VIA www.etenders.gov.ie ONLY			

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Section One: Introduction

1. Overview of Tender

- 1.1. The **CORU** (the “Contracting Authority”) invites Framework Members to tender for this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of Research and Strategic Project Management Professional Services **as outlined in** Section 4 of this Request for Tenders (RFT).
- 1.2. In summary, the procurement being sought for the provision of Policy, Research and Strategic Project Management Professional Services The successful tenderer shall be awarded a **Services Contract**.
- 1.3. This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016).
- 1.4. The framework **Services** contract will be issued for a term **of Two (2) Years.** (“the Term”).
- 1.5. Any contract that may result from the RFT Mini-Competitions (the “**Services Contract**”) will be issued for a term of up to **Two (2) Years..**
- 1.6. The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to 12 **months** with a maximum of **[24 months]** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Full Term will not exceed eight (8) years in aggregate.
- 1.7. The Contracting Authority estimates that the average total expenditure on the **Services** to be covered by the proposed Framework to be approximately as much as € **[200,000]** **excl.** VAT in total over its full lifespan. These figures are indicative only and the Contracting Authority is not committed to any given level of expenditure on these **Services**.
- 1.8. Tenderers are required to complete and submit a Tender Response Document (“TRD”) as per requirements as set out in this SRMT.

Tenderers should note that it is a **mandatory requirement** of this Competition for Tenderers to complete the TRD provided as a separate attachment to this RFT. The TRD must be submitted in accordance with the submission requirements in paragraph 6.6.1 of this RFT and must address all of the requirements of this RFT.

***Note:** Paragraph 6.2.1 of this RFT sets out the information that tenderers are required to supply. Prospective Tenderers should note that the TRD document also provides a complete list of all the information that tenderers will have to supply, and sets out the structure they must follow when providing this information. As well as being the tender response document, the TRD is also intended to be an easy-to-follow, step-by-step guide to compiling the information required for this procurement. As such, it is recommended that the TRD be read in conjunction with this RFT document.*

1.9 The following entities, (each a 'Framework Client') may award (or 'call off') Select Goods/Services Contracts (each a 'Contract') under the Framework Agreement in accordance with the rules set out in the Framework Agreement at Appendix 4:

(ii) The Contracting Authority

(ii) Entities which fall under the auspices of the Contracting Authority

1.10. Each Select Goods/Services Contract will be awarded by way of a supplementary competition ("Mini Competition") amongst the Framework Members appointed to that Framework. The method for awarding Select Goods/Services Contracts is described in Section 3 of the RFT.

Mini-Competitions will be conducted by the Contracting Authority in accordance with the provisions of this RFT, the Framework Agreement (as set out in Appendix 4 of this RFT) and the Supplementary Request for Tenders as defined at Section 5 of the Framework Agreement ("SRFT").

1.11

1.11 The award of Select Goods/Services Contracts under this Framework Agreement shall be made in accordance with the rules set out 6.3 of this RFT and Section 5 of the Framework Agreement attached with this RFT.

1.12 Framework Members awarded Select Goods/Services Contracts shall provide the Select Goods/Services in accordance with the terms and conditions of the contract set out at Appendix 5 of this RFT.

1.13. Contracting Authority policy 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 paragraph 6.5, 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 Select Goods/Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 6.5, 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

Section Two: Overview of the Contracting Authority

2.1. Background of the Contracting Authority

CORU is Ireland's multi-profession health and social care regulator. Our role is to protect the public by promoting high standards of professional conduct, education, training and competence through statutory registration of health and social care professionals. CORU was set up under the Health and Social Care Professionals Act 2005 (as amended). It is made up of the Health and Social Care Professionals Council and Registration Boards, one for each profession named in our Act.

The professions regulated by the Act are: Dietitians, Occupational therapists, Physiotherapists, Physical Therapists, Radiographers, Radiation Therapists, Social Care Workers, Social Workers Speech and Language Therapists, Dispensing Opticians, Podiatrists, Optometrists and Medical Scientists.

Registers for the following professions will follow on a phased basis Clinical biochemist, Orthoptists, Psychologists, Counsellors and Psychotherapists.

To protect the public a registration board:

- Set standards for registrants' education and training, competence, professional conduct and ethics
- Keep a register of professionals who meet those standards
- Approve education and training programmes which professionals must complete to register

2.2. Our Mission, Vision & Values

Our mission is to protect the public by promoting high standards of professional education, training, conduct, and competence among registered health and social care professionals in Ireland.

Our vision is to achieve a regulatory system where CORU has the confidence and recognition of both the Public and the Health and Social Care Professionals in its processes and standards of regulation.

CORU seeks to reflect a set of values that underpin and support the way it works and interacts with all its stakeholders. Our values are central to the fulfilment of our mission and vision.

- **Accountability** for our processes, decisions and our professional conduct.
- **Respect and Fairness** in our interactions with the public, professionals and other stakeholders.
- **Openness and Transparency** in our communications and dealings with the public and the professionals.
- **High Performance Levels** as an organisation in terms of overall effectiveness, value for money, efficiency of operations and governance.
- **Pride and Commitment** in delivering appropriate outcomes relating to safety and standards for the public and professionals concerned.
- **Enrichment** of our sector by demonstrating leadership, positivity and a quality and evidence-based orientation to our work and engagement with stakeholders.

Section Three: Overview of Procurement

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 **Services**.

Please confirm the criteria below or give details where relevant and demonstrate you can deliver the merchandise within an agreed reasonable time. 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.

3.1. Background of Procurement

CORU is committed to continuously improving the provision of its services with a focus on risk, cost, efficiency and effectiveness. CORU has a headcount of <100 and is tasked with introducing new services and supporting existing ones. It is in this context of new registers openings and continuous improvement that CORU is seeking to establish a panel of a number of partners to work with over the next four years under a framework agreement.

3.2. Aims and Objectives of Procurement

Establishment of this framework agreement will be on the basis of competitive tenders received.
CORU encourages small operators and single consultancy operators to bid for this tender.

Following receipt and scoring of proposals: The top scoring individuals/companies will be admitted to this framework and may be awarded a contract for our initial immediate requirements. The next highest scoring individual/companies will be advised that, while they have not been successful for the initial requirement, they will be admitted to the Framework Agreement. They will therefore be invited to compete for further requirements over the next three years, whereby 'mini-tenders' competitions may be conducted among the framework members for work.

Section Four: Scope of Procurement

4.1. Scope of this Procurement

Lot 1 – Policy and research service requirements

Policy and Research Services including but not exclusive to the following areas:

- o Regulatory policy development services
- o Health and social care professional education policy and standards development services
- o Stakeholder communication and engagement consultation services
- o Specialist policy development services for the regulation of health and social care professionals in particular:
 - Psychologists
 - Clinical Biochemists
 - Orthoptists
 - Counsellors and Psychotherapists

Lot 2 – Strategic project management service requirements

Strategic project management services including but not exclusive to the following areas:

- o Organisational design and development services
- o Strategic planning and change management services
- o Strategic workforce planning services
- o Business and economic design services
- o Process design and development services
- o Continuous quality improvement support services

4.2. Mandatory Requirements

Please note that the contract will be subject always to regular review and satisfactory performance. CORU reserves the right to cancel the contract for failure to perform or unsatisfactory performance. Performance of the contract will be continually monitored, and the provider will be subject to regular performance reviews over the term of the contract. If CORU considers that the successful tenderer has not met or cannot meet its obligations, CORU reserves the right to terminate the contract in accordance with its terms and conditions. (See CORU services contract included). In the event that the contract is terminated within the tender validity period, CORU reserves the right to revert to the second placed tenderer emerging from this award procedure.

Section Five: Award Criteria

5.1. Award Criteria Table

The **Services** Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria in the table below.

*Attention should be paid to minimum qualifying thresholds for response.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	20%	200	120
Quality, flexibility and skills of proposed resources			
Description			
Criterion B	Weighting	Maximum Marks	Minimum Marks
	30%	300	170
Methodology			
Description			
Criterion C	Weighting	Maximum Marks	Minimum Marks
	10%	100	60
Delivery			
Description			
Criterion D	Weighting	Maximum Marks	Minimum Marks
	40%	400	270
Ultimate Cost			
Description			
Total Available Marks	1000 (100%)		

5.1.1. Minimum Scoring Requirements for Qualitative Award Criteria

Tenderers are advised that, in order to be considered for award of the Contract, a **minimum score of 60% must be achieved for each qualitative award criterion** (i.e., all criteria except *Award Criterion B – Price*). Failure to achieve the minimum threshold on any of the qualitative criteria will result in the tender being excluded from further evaluation, regardless of the total overall score.

5.2. Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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

Cost Score	=	Lowest Tendered Rate	x	Maximum Number of Marks Available
		Tendered Rate under evaluation		

5.3. Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Acceptable	An acceptable response demonstrating good understanding offering assurance to client – well supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

Marks within the defined scoring ranges above may be awarded where tender responses demonstrate merit beyond the minimum requirements, in accordance with the evaluation criteria.

5.4. Presentation of Proposals

Tenderers may be required to make an in-person 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 5.8). Performance at presentations will NOT be evaluated.

5.5. Tie-Break Rules

In the event that there is a tie for the last available place, the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for total Qualitative Award Criteria (A to C) combined (Non-Cost) of their Tender will be deemed to be the most economically advantageous tender (“MEAT”).

In the event the Tenderers receive the same marks for the Qualitative Award Criteria (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for Criterion A of their Tender will be deemed the MEAT.

5.6. 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.

5.7. Verification

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

5.8. 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.

5.9. 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.

5.10. Standstill Period

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) 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 (the "Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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

5.11. Return of Signed Contracts

The successful Tenderer(s) must sign and return the Framework Agreement and Contract in duplicate to the Contracting Authority no later than seven [7] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 6.1.2 below.

Where the signed Framework Agreement and Contract has not been received by the Contracting Authority within the period as specified in tender document then the Contracting Authority may proceed to offer an award to the next highest-ranked Tenderer in accordance with the above paragraph.

Section 6: Instruction to Tenderers

6.1. Important Notices

6.1.1 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.

6.1.2 The Contracting Authority does not bind itself to accept any Tender.

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a **Services** Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any **Services** Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written **Services** 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 Contracting Authority may cancel this Competition or, for the avoidance of doubt, any individual Lot at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

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

Tenderers should note that the Contracting Authority shall be under any obligation to purchase any minimum value of **Services** under any Framework Agreement.

6.1.3 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.

6.1.4 In this clause 6.1.4, “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 6.4 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 .

6.1.5 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.

- 6.1.6** 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.

6.2. Compliant Tenders

6.1.7 If a Tenderer fails to comply in any respect with the requirements of this paragraph.

The Contracting Authority reserves the right to reject the Tenderer's Tender Submission 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 (electronic) clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in the Contracting Authority's view, is nonmaterial or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD") which is available to download separately from www.etenders.gov.ie. Alternatively, 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 Section t 4.2 below;
- (b) To submit all documentation which this RFT requires to be submitted;
- (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 in this RFT;
- (e) To submit the Tenderer's Statement required under paragraph 6.4, below;
- (f) Not to alter or edit this RFT in any way

6.1.8 Without prejudice to the generality of paragraph 6.2.1, failure to comply with paragraphs 6.61, 6.6.2, or 6.6.3 below will render the Tender non-compliant and it will be rejected.

6.3. Select Goods/Services Contract

6.1.9 Tenderers should also note the terms and conditions of the **Services** Contract.

6.1.10 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement and the **Services** Contract to this by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the **Services** Contract.

6.4. 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 (where available). The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue or black 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.

6.5. 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 set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail 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 **Services** Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the **Services** Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

6.6. Tender Submission Requirements

- 6.6.1.** Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie (the “Electronic Platform”). 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 initial Tender Deadline (as defined in paragraph 6.6.2) has passed. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the response deadline.

6.6.2. Tender Deadline

Subject to paragraph 6.8.1 of this RFT, Tenders must be received not later than **05th November 2026** (the “Tender Deadline”). Please note that this deadline is an administrative date to establish the Framework.

- 6.6.3.** Tenders must be submitted in English.

- 6.6.4.** Subject to paragraph 6.14 and 6.18, 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.

- 6.6.5.** All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

6.7. Queries and Clarifications

- 6.6.6.** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on the Electronic Platform www.etenders.gov.ie. Subject to paragraph 6.8.1 of this RFT, queries must be submitted by no later than **[29th October 2026]**. For the avoidance of doubt, Tenderers may not contact the Contracting Authority regarding any aspect of this Competition.
- 6.6.7.** All responses to queries will be issued by the Contracting Authority via the messaging facility on the Electronic Platform www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 6.6.8.** The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.
- 6.6.9.** 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 Electronic Platform.
- 6.6.10.** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on the Electronic Platform, in order to receive all responses to queries and other updates in relation to this Competition.

6.8. Tendering Cost

- 6.7.1.** 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.

6.9. Confidentiality

- 6.8.1.** 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.

6.10. Pricing

- 6.9.1.** All Tenderers must complete the Pricing Schedule in the Tender Response Document.
- 6.9.2.** 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.
- 6.9.3.** Tenderers must confirm that all prices quoted in the Tender will remain valid for the term of the framework commencing from the Tender Deadline.
- 6.9.4.** Any currency variations occurring over the term of the **Services** Contract shall be borne by the Tenderer.
- 6.9.5.** Payments for **Services** provided pursuant to this RFT shall be subject to and made in accordance with the **Services** Contract.

6.11. Environmental, Social and Labour Law

- 6.10.1.** In the performance of any 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 or related **Services** are 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.
- 6.10.2.** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 6.10.3.** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the **Services** will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the Tender of the 2012 Act to the provision of the **Services**.

6.12. Publicity

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

6.13. 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, at 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 **Services** Contract entered into by a Tenderer.

6.14. 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.

6.15. Industry Terms Used in 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.

6.16. Freeform of Information

6.10.4. Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

6.10.5. 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 such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request 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 a decision on a request received under the Freedom of Information Act. 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.

6.11. Tax Clearance

It will be a condition of any Framework Agreement or **Services** Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement or **Services** 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.

6.12. Conflict 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. 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. 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 and/or terminating any Framework Agreement or **Services** Contract entered into by a Tenderer.

6.13. Withdrawal from Competition

Tenderers are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from participation in this Competition.

6.14. Site Visit

“Not Used”

Or

6.14.1. The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority’s premises. A site visit to view the Contracting Authority’s premises or facilities at [insert relevant addresses] shall be organised on [date] between the hours of [x and y]. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting [name of person] at [insert email address] by [insert date and time]. Attendance at the Contracting Authority’s premises will be subject to compliance with local security and health and safety arrangements.

6.14.2. Tenderers are deemed to understand the sites upon submission of tender.

6.15. Insurance

6.15.1. The successful Tenderer(s) shall be required to hold, for the term of any Contract awarded, insurances of the type and to the level specified in the table below. Tenderers should note that they are not obliged to have insurances in place in order to enter into a **Services** Contract with the Contracting Authority. The types of and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13m
Public Liability	€2.6m
Product Liability	€1.0m
Professional Indemnity	€ 500,000

6.15.2. By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Contract arising from this tender competition;

- a) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT.
- b) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and
- c) confirm that 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 Contract.

6.15.3. The successful Tenderer will, during the term of any 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.

Appendix 1: Electronic European Single Procurement Document (eESPD)

The Electronic European Single Procurement Document is available to download separately from www.etenders.gov.ie and must (in accordance with paragraph 4.1 of the RFT) be submitted with the Tenderer's Tender in response to this RFT.

Appendix 2: Pricing Schedule

The Pricing Schedule consists of a daily rate card to be completed in the Form of Tender section of the Tender Response Document.

Appendix 3: Tenderer Statement

Both the Tenderer Statement can be found in the Tenderer Response Document.

Tenderers must return signed copies of both with their Tender Submission.

Appendix 5: Goods/Services Contract

The Goods/Contract is attached as a separate Tender Document and is included in the Tender Pack.

Appendix 6: Confidentiality Agreement

The Confidentiality Agreement is attached as a separate Tender Document and is included in the Tender Pack.