cmetb
Bord Oideachais agus Oiliúna an Chabháin agus Mhuineacháin
Cavan and Monaghan Education and Training Board

CALL FOR TENDER

Contract for	**The Provision of School Meal Services to Coláiste Oiriall, Monaghan which falls under the auspices of CMETB**
Procedure	**OPEN**
eTenders CFT ID	**9346474**
Issue Date	**Wednesday 21st October 2026**
Closing Date for Queries	**Thursday 05th November 2026 at 12 noon**
Contact for Queries	**Questions and Answers facility on www.etenders.gov.ie**
Closing Date / Time for receipt of Tenders	**Thursday 12th November 2026 at 12 noon**

Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.

Please note that the contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

Rialtas na hÉireann
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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 does not bind itself to accept the lowest priced or any Tender.

This Call for Tender ('CFT') does not constitute an offer or commitment to enter into a Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written 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 at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.

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

This CFT 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.

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

2. Summary

Contracting Authority:	**Cavan and Monaghan Education Training Board**
Nature of procurement:	**The Provision of School Meal Services to Coláiste Oiriall, Monaghan**
Type:	**Service**
Procedure:	**Open Procedure**
Stage in procedure:	This is a 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. Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises ("SMEs") on a fair and equal basis.

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping, consortium or combination of entities may be required to establish legal personality in order to enter into a contract. The Contracting Authority may also:

- contract with one member of the grouping, consortium or combination of entities on the basis that party will carry overall responsibility for the performance of services required under the contract;
- contract with each member of the grouping, consortium or combination of entities based on joint and several liabilities; or
- contract with one member of the grouping, consortium or combination of entities with the other members being sub-contractors.

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

If the tenderer is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver the contract. The consortium must appoint a single point of contact who will assume overall responsibility for participating in this procurement process and who is authorised to act on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4. About the Contracting Authority

Cavan and Monaghan Education and Training Board. The Contracting Authority is an ETB responsible for the delivery of services in counties **Cavan and Monaghan.**

Cavan and Monaghan Education and Training Board is one of 16 ETBs established under the *Education and Training Boards Act 2013*. The remit of Education and Training Boards, as statutory providers of education is the provision of a comprehensive range of quality education programmes to meet the needs of the community we serve. These can include, Primary and Post Primary Education, Post Leaving Certificate Programmes, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education. The Cavan and Monaghan Education and Training Board (CMETB) was established as a result of this legislation, with the Monaghan office being designated as the head office and the Cavan office being given sub office status.

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

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

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

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

Administration Offices	
Administration Centre	Market Street, Monaghan, Co. Monaghan
Administration Offices	Church View Square, Cavan
Post Primary Schools	
Ballybay Community College	Ballybay, Co Monaghan
Beech Hill College	Monaghan Town, Co Monaghan
Breifne College	Cootehill Road, Cavan
Castleblayney College	Castleblayney, Co Monaghan
Coláiste Oiriall	Monaghan Town
Dun an Rí College	Kingscourt, Co Cavan
Inver College	Carrickmacross, Co. Monaghan
Largy College	Clones, Co Monaghan
St Bricins College	Belturbet, Co. Cavan
St Mogues College	Bawnboy, Co. Cavan
Virginia College	Virginia, Co. Cavan
Community Special School	
Monaghan Community Special School	Castleblayney, Co. Monaghan
Youthreach Centres	
Castleblayney Youthreach	Castleblayney, Co. Monaghan
Carrickmacross Youthreach	Carrickmacross, Co Monaghan
Cavan Youthreach	Moynehall, Cavan, Co. Cavan
Cootehill Youthreach	Cootehill, Co. Cavan
Monaghan Youthreach	Monaghan Town
Kingscourt Youthreach	Kingscourt, Co. Cavan

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

This is not an exhaustive list. As CMETB range of services develop all existing and new activities etc will be subject of this tendered service. For more information on ETBs and ETBI go to www.etbi.ie.

5. Scope of the Contract

Cavan and Monaghan Education and Training Board (the "Contracting Authority") invites tenders ("Tenders") to this Call for Tender ("CFT") from Economic Operators ("Tenderers") for the supply of the services] as detailed in the Specification appended at Appendix 2 to this CFT (the "Services/Goods").

5.1 Summary of Specification

Tenders are invited from competent Food Caterers for the provision of school meals to:

- **Coláiste Oiriall, Monaghan Education Campus, Knockaconny, Monaghan, H18 W987**

The successful tenderer will be required to provide a comprehensive healthy, balanced and nutritious catering service to students, at affordable prices.

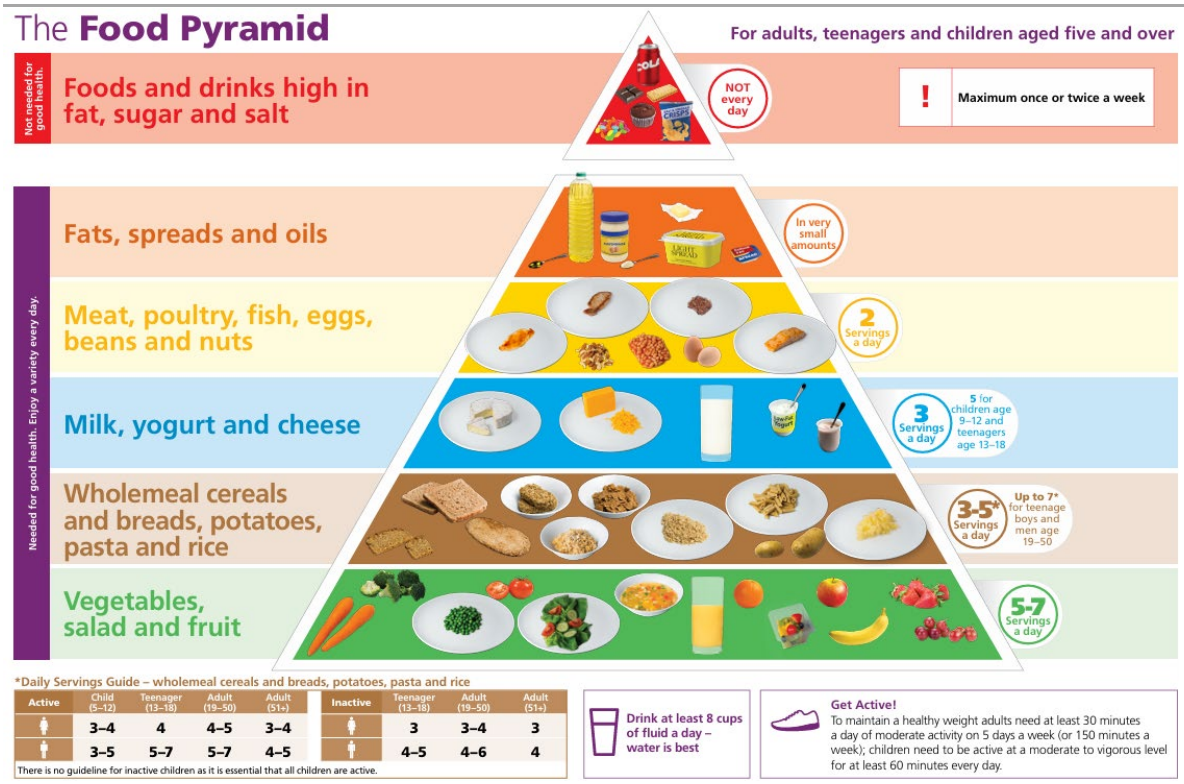
5.1.1 School Meals Programme

The non-statutory School Meals (Local Projects) Scheme provides funding directly from the Department of Social Protection to primary schools, secondary schools and local groups and voluntary organisations which operate their own school meals projects.

Coláiste Oiriall is not receiving funding under the School Meals Programme. Should this funding become available during the contract, this service will be required by the successful tenderer at the Department of Social Protection rates.

The Department of Health has indicated that the Food Pyramid should be followed in the case of healthy eating for children in schools. This can be accessed https://assets.gov.ie/7650/f3249ad0c7284211b3fa41c69b33c8e2.pdf.

Coláiste Oiriall endorses this approach in the provision of school meals for its students and will require the Caterer to ensure that all meals provided are in keeping with the guidelines for healthy eating as presented by the pyramid below.



Please note: The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact on the provision of this service. Tenderers are asked to note that should funding for this scheme be withdrawn then the contract may cease.

5.1.2 School Canteen Provision

Coláiste Oiriall has a current full-time enrolment of approximately 386 students and 40 daytime teaching and ancillary staff which operates for 33 weeks of the year. The school is open to students, staff and visitors from 8.00am until 4.00pm Monday to Friday, except Wednesday when the school closes at 13:10.

The successful tenderer will provide catering to the students and staff at the following times during normal school days;

- **Morning Break:** 10.50am – 11.05am
- **Lunchtime:** 13.05pm-13.45pm (except Wednesday when school ends at 13:10)

4th, 5th and 6th year students are permitted to leave the premises during lunch time, however few actually leave the premises.

These times may be subject to change temporarily at times during the year and may change/vary during exam times, pre-exams and State Commission Exams and the successful tenderer will be expected to co-operate fully with the wishes of the school at this time.

Tenderers should note that the times are correct at time of advertising but are subject to change at the request of the Board of Management of the school with approval of the Contracting Authority (CMETB).

5.1.3 Volume

The Contracting Authority have no visibility of how many students will avail of this service.

5.1.4 School Menu Requirements

A high quality, responsive and flexible service is required in providing a range of hot and cold foods and beverages.

In order to prevent menu fatigue a varied choice of meals should be provided and seasonality of produce considered. Consideration should also be given for those with special dietary needs such as gluten-free and vegetarian

The school welcomes all proposals regarding this provision; however, it should be noted that the menus will be evaluated giving consideration of samples submitted:

- Nutritional Value
- Portion size
- Value for money
- Quality
- Presentation and Variety
- Special Offers/Meal deals
- Themed Menus

The successful tenderer will be expected to demonstrate innovation and flair in the creation of value for money menus.

The school require the successful supplier to provide a choice of two (2) hot meals on a daily basis, which can be set on a week-to-week basis. Lunches may also be required for people with special dietary needs such as gluten-free and vegetarian.

Sample Menu:

Break-time Requirement

- Sandwiches
- Wraps
- Pizza slices
- Sausage rolls
- Yoghurts
- Cereal Bars/Crackers
- Fruit

Lunch-time Requirement

- Shepherd's Pie
- Lasagne
- Pasta Dish
- Chicken Curry
- Ham salad sandwich
- Chicken cold wrap
- Soup
- Two salad options

Beverage

- Milk
- Water
- Unsweetened Juice
- Tea

5.1.5 Pre-Ordering Facility

Coláiste Oiriall wish to operate a pre-ordering system whereby students/staff can place their food orders in the morning and these orders are made up for collection at morning break and lunchtime. Staff/students are individually responsible for payment of these orders, or any items purchased from the canteen.

It shall be the responsibility of the Catering Service provider to ensure that students queuing for canteen services do so in a managed and orderly fashion and that food can be delivered satisfactorily in the time allocated for each service.

5.1.6 Delivery

The successful tender will be required to prepare food and have it delivered to the school without impacting on the normal running of the school. Lunches are to be provided/supplied for distribution in one canteen. Food must be delivered to the school at the designated time each day.

Requirements

- pre-prepared meals must be delivered in environmentally friendly refrigerated/hot holding storage/containers capable of maintaining meals at the appropriate temperatures (below 5°C for cold foods and above 63°C for hot foods). Evidence of compliance with the temperature control requirements must be available and comply with applicable food legislation;
- food delivered must be accompanied by a delivery docket. This is required for reconciliation of meals delivered against those invoiced before payment is made by the school to the successful Tenderer;
- Suppliers are required to provide food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food. Packaging materials must be either reusable, recyclable or compostable at point of use, except where food safety considerations would prevent this.

5.1.7 Staff & TUPE/Acquired Rights

The successful tenderer will –

- Have sole responsibility for all staff engaged in providing the catering service.
- Provide uniforms and head gear for staff working within the kitchen and canteen service area. The cleaning of these uniforms will be the responsibility of the successful tenderer.
- Ensure the contract is appropriately resourced.

- All staff, where appropriate, will be required to undergo Garda vetting procedures. A list of these staff should be provided to Coláiste Oiriall and only these will be permitted to work on the school's premises.
- All staff, where applicable, must attend child protection training.
- Confidentiality must be maintained of any conversations by staff about students.
- None of the catering staff are to engage outside of their normal duties, with any of the students.
- The catering staff will always conduct themselves in a mannerly and respectful demeanour, to Students, Staff and Visitors, setting a good example for the students. CMETB operates a strict policy on equal rights. Any breach of this policy will result in the immediate expulsion of that employee off school property and may result in a criminal prosecution. CMETB reserves the right to insist that any employee of the successful tenderer who behaves inappropriately is removed from the school and is replaced. Polite and respectful behaviour is expected of all staff in keeping with the school's ethos and Dignity in the Workplace Policy. **Staff will be employed by the Concessionaire (Catering provider) not by the school or CMETB**.
- The catering staff will have the use of the toilet provided in the catering area. The catering staff are not permitted to use the student toilets under any circumstances.

The management reserves the right to insist that any employee of the successful company who behaves inappropriately is removed from the campus and is replaced. Polite and respectful behaviour is expected of all staff in keeping with the School's ethos and Dignity in the Workplace Policy.

5.1.7.1 TUPE

- It is considered that the Acquired Rights legislation (Transfer of Undertakings and Protection of Employees [TUPE) will apply to this Contract. Candidates, if successful will be required at tender stage to include an under-taking 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 Euro-pean Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Contract. The Contractor shall indemnify the Client from and against all li-abilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Contract.

- CMETB will require from the winning tenderer anonymised information in relation to any transferring employees at the time of re-tendering of this contract. The Canteen Provider agrees to the Contracting Authority to releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of the Contract for whatever cause. The successful tenderer will be required to furnish the Contracting Authority with requisite information in relation to any transferring staff to facilitate the re-tendering at least six (6) months prior to the expiry of the contract and will be required to provide indemnity in respect of any claims or losses arising as a result of TUPE matters. The successful tenderer will be disallowed from amending the staff arrangements / allocation of resources or altering the terms of employment for the relevant staff for a period of 6 months prior to the expiry of this contract.

- The Canteen Provider shall employ pay and maintain adequate staff levels for the purpose of providing the Services. The Contracting Authority reserves the right to inspect records of wages, time sheets and other documentation relating to the employment of all staff by the Canteen Provider.

5.1.8 Facilities

The tenderer will be responsible for delivery, distribution to students, collection, removal of waste and general clean-up of sitting area. The school have one canteen in operation.

5.1.9 Requirements for the Service

The successful tenderer must;

- Provide fresh, seasonal nutritious produce (organic where possible), fruits, vegetables, grains, other foods, that may be new to students keeping in line with the Department of Health.
- All food provided to the school should be fresh, nutritious and of a high quality within DSP guidelines. **PROCESSED FOODS** will not be accepted in the school canteen.
- The menu should include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source. In season produce shall be highlighted on menus.
- The menu is to accommodate those with food intolerances and allergies, from lactose, free, to vegetarian to gluten free for example. Successful tenderer to check with the school upon award of contract the details of such in order to accommodate those potential customers
- The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages.
- Quality of food, presentation and service is to be monitored by the service provider

- Food must be safe, i.e., it must not be injurious to health or unfit for human consumption.
- Must be able to identify the businesses from whom you have obtained food, ingredients or food producing animals and the businesses they have supplied with products and produce this information on demand
- Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold
- Be responsible for managing menu fatigue, nutritious foods with the healthy eating focus
- The menu should include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source.
- Be fully responsible for the staffing, management and operation of the food service;
- Be responsible for the clean-up of dining areas each day, free of litter and food debris always and that the tables are cleaned after each sitting.
- Be responsible for the safe removal of all waste and recyclable material in a sustainable way from the school on a basis at their own cost. The successful tenderer should ensure that all waste streams are segregated. Ensure that the operation is fully compliant with all Health and Safety regulations. A food waste minimisation plan describing what actions will be undertaken shall be put in place by the service provider. They shall review and revise the actions they are taking with suitable regularity to continue to reduce food waste wherever possible and feedback to the school representative on progress and results with suitable regularity.
- Packaging to be from recycled or renewable sources which can be reused or recycled after use. The packaging must allow the items to remain within appropriate temperature levels. Temperature control records and delivery records must be available for inspection when requested. The successful

tenderer will be responsible for providing separate containers for food waste and packaging. The successful tenderer will be responsible for the safe removal and disposal of the contents of the containers, and all costs associated with same, on a schedule to be agreed by school management.

- The successful tenderer will be responsible for operating policies which progressively address environmental considerations.

5.1.10 Catering for Meetings

The Catering Provider may, with notice, be required to provide tea/coffee and/or light snacks/light lunch for a small number of meetings which may arise from time to time. The associated cost must be approved by the Contracting Authority.

5.1.11 Food Quality and Safety Management

The successful tenderer must;

- Be registered or approved, as appropriate, with the relevant competent authority (normally the Health Service Executive) and comply fully with applicable food hygiene legislation. Evidence of registration/approval shall be provided on request.
- Comply with all applicable food safety legislation enforced by the Food Safety Authority of Ireland (FSAI) and relevant competent authorities, including Regulation (EC) No. 178/2002 (General Food Law), Regulation (EC) No. 852/2004 (Hygiene of Foodstuffs), and associated national implementing regulations, as amended.
- Operate and maintain an effective Food Safety Management System based on HACCP principles, proportionate to the nature of the food business, and capable of verification by the Environmental Health Office.
- Store, prepare, handle, cook and dispose of food in compliance with statutory food safety and occupational health and safety requirements and in accordance with recognised guidance to compliance, such as I.S. 340:2007 + A1:2015 (Hygiene in the Catering Sector) and/or I.S. 341:2007 + A1:2015 (Hygiene in Food Retailing and Wholesaling), or equivalent standards.
- Where certification standards are referenced, comply with ISO 22000:2018 (as amended) or an equivalent food safety management standard.

- Have a documented traceability and recall system in place in accordance with Regulation (EC) No. 178/2002, details of which shall be provided as part of the tender submission if requested.
- Provide services in accordance with good industry practice and to standards acceptable to the Environmental Health Officer, meeting all legal obligations under current food safety law.

The successful tenderer will be expected to operate in accordance with all legislation and regulations with regard to food management. CMETB accepts no liability or responsibility for any breach in legislation or standards in the delivery of this service this is the catering provider responsibility. The Catering Provider will be expected to implement up to date and ongoing recommendations to food preparation as advised by the various Nutritional and Medical Advisory Boards of the Government.

CMETB are not prepared to provide any additional compensation to the successful tenderer for any costs that they may incur in order to meet their legal statutory obligations in delivering a hot meal service to students of Colaiste Oiriall.

Inspections may be carried out by CMETB, its agents or independent auditors on their behalf, at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of services.

5.1.12 Compliance with Statutory & Contracting Authority Policies, Health & Safety Policy/Child Protection/ Garda Vetting etc.

The successful tenderer will be responsible for: providing Catering Services at Coláiste Oiriall and complying with their Health and Safety Policy.

The successful tenderer and all staff must agree to comply with the terms and conditions of all School/ETB policies and procedures, particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. The Contracting Authority can issue the request and return the results once the process is complete.

Disclosure of convictions which the Contracting Authority considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the school to be retained on file. The catering company shall provide a list of staff to the ETB/School and only these staff shall be permitted onto ETB/School property to work. Any catering staff not on the approved list supplied to the Contracting Authority schools will be immediately asked to leave the premises.

None of the catering employees are to engage with any of the students except for carrying out their normal duties in providing catering services.

5.1.13 Employment Law

Tenderers must take account of their legal obligations relating to employment protections and working conditions relating to the provision of the Services sought under the CFT.

Tenderer may obtain information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie)
- Environmental Protection from the Environmental Protection Agency (www.epa.ie)
- Employment protections and working conditions from the Department of Enterprise, Tourism and Employment and associated bodies, including the Workplace Relations Commission (www.enterprise.gov.ie)

5.1.14 Green Public Procurement Approach

Tenderers are asked to take due consideration of Green Public Procurement (GPP)[1].

In line with Government policy and the implementation of the EU Single-Use Plastics Directive, public bodies are required to avoid the purchase and use of single-use plastic products, including cups, cutlery and straws, except where necessary for public health, hygiene or safety reasons.

[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 compare to alternative products/solutions" Green Procurement – guidance for the Public Sector.

Tenderers should:

- Include details of how they propose to minimise food packaging in order to reduce waste, while ensuring food safety and preservation.
- Include details of how recycled and renewable materials will be incorporated into service provision.
- Include details of waste management arrangements, including prevention of food waste and the separation and recovery of packaging waste.
- Include details of any sustainability, circular economy and/or organic initiatives incorporated into the service.
- Indicate the distance food will travel from point of production to point of use, where relevant.

5.1.15 Compulsory Site Visit

A compulsory site visit to view the Contracting Authority's premises shall be organised by pre-arranged appointment via the messaging facility available on www.etenders.gov.ie.

Please note there will be no questions taken or information given at the site visit, all queries or requests for clarification relating to any aspect of this Competition must be directed to the messaging facility available on www.etenderse.gov.ie.

5.1.16 Reporting System

The successful tenderer will be required to provide the school with reports of student uptake for school meals provision on request.

5.1.17 Application of Variants

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

5.2 Delivery Locations

Delivery is required to Coláiste Oiriall, Monaghan Education Campus, Knockaconny, Monaghan, H18 W987.

5.3 Pricing

Prices must be all-inclusive (i.e. including but not limited to supply, customs duties, taxes, levies, phytosanitary charges, customs handling and/or administration charges, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only.

If applicable the Incoterms® Rules 2020, DDP (Delivery Duty Paid) [Import VAT paid], shall be borne by the supplier. Deliveries will be to Coláiste Oiriall, Monaghan Education Campus, Knockaconny, Monaghan, H18 W987.

Tenderers should note that prices may be increased or decreased only after 12 months and by approval of Cavan and Monaghan Education and Training Boards Procurement Department and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the relevant Material Price Indices has increased or decreased in the edition of that index published by the Central Statistics Office (www.cso.ie) most recently prior to that anniversary. Some price increases are as a result of a fluctuation in the raw materials costs for manufacturer. In such cases, communication must be presented from the manufacturer outlining the justification for the increase and also the proposed increase. The economic market may also be considered.

All Tenderers must complete the Pricing section in the Tender Response Document accompanying this CFT.

Payments for services supplied under this CFT shall be made subject to and in accordance with the Contract at Appendix 3.

5.4 Duration of the Contract

The Contract will be for a period of two (2) years (the "**Term**").

The Contracting Authority reserves the right at its sole discretion to extend the Term for a period or periods of up to twelve (12) months, with a maximum number of two (2) such extensions on the same terms and conditions, subject to satisfactory performance, business needs and budgetary constraints and the Contracting Authority's obligations at law.

5.5 Indicative Budget

The indicative budget for the Contract is €100,000 (excluding VAT) over the Term and any possible extensions. This figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement and will in any case never exceed the EU threshold of €216,000 (ex. VAT).

5.6 Review of Performance

Supplier performance will be continually monitored over the term of the Contract. The format will be agreed between the Contracting Authority and the Successful Tenderer.

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

5.7 Account Management

5.7.1 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.

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.

5.7.2 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.

5.7.3 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs due under the contract 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 provider. Invoices are to be submitted electronically to Education Business Shared Services (ESBS) cmetb_finance@esbs.gov.ie.

5.7.4 Award to Runner Up

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

5.8 Compliance with the Terms and Conditions

Award of Contract will be conditional upon acceptance of the Contract Terms and Conditions as contained in Appendix 3. Tenderers may not amend the Contract.

5.9 Termination of Contract

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the contract, notwithstanding any changes in EU and national circulars, laws, regulations, taxation, duties or other factors.

The Contracting Authority may terminate this contract if the persons managing and/or assisting in the service lack a valid Food Handling/Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming the ETB/School, its interests, and its assets. In addition, the Contract may be terminated if:

(i) There are repetitive complaints of the service, regarding freshness, standard, or quality of food or

(ii) There are repetitive erratic deliveries

Note: The Contracting Authority reserves the right to terminate the contract with immediate effect without warning if they have reasonable justification that the service provider or the service provider's employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff or guests of the School.

6. Evaluation Criteria

6.1 Selection Criteria

The **OPEN** procedure at national level is being used by the Contracting Authority for the award of this contract. 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.

In order to demonstrate a tenderers' suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document.

6.1.1 General Information relating to the Tenderer

Please provide company name, address and contact details for individual responsible for this tender and company overview.

6.1.2 Legal Compliance

Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 included in the Tender Response Document. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

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. Confirmation that your turnover exceeded €50,000 for each of the last three years or pro-rata if more recently established firms;
iii. Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type	Minimum Indemnity limit	Excess required
Employers Liability	**€13 million**	
Public Liability	**€6.5 million**	
Product Liability	**€6.5 million**	
The successful tenderer will be required to include a notation of an indemnity to CMETB on their insurance details.		

By submitting a tender, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) 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 above, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

The successful Tenderer will, during the term of the 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.

NOTE: Tenderers **must** provide evidence of the self-declared information within seven (7) calendar 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.

6.1.4 Technical Capacity

(i) Previous experience – information demonstrating successful delivery of two (2) previous comparable contracts in the past five (5) years.

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

(iii) Health & Safety - Details of health and safety policies and whether 3rd party certified. **Please return your Company Health and Safety Statement.**

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

(v) Site Visit - A compulsory site visit to view Coláiste Oiriall's premises shall be organised by pre-arranged appointment via the eTenders messaging facility.

6.1.5 Status of European Single Procurement Document (ESPD) – not required for this tender process.

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 5.1.2 (Legal) and Section 5.1.3 (Financial). However, the Contracting Authority requires evidence via completed submission of Appendix 5 relating to Technical Capacity Section 5.1.4. Mere confirmation **will not** be sufficient under these headings.

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

Prior to the award of any 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.

6.2 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.

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

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	**Menu Quality & Variety and Range of Services**	**20%**	**2000**	**1000**

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Section 5 Scope of the Contract of this Invitation to Tender document.

- Tenderers must price the menu enclosed within the Tender Response Document.
- Tenderers should provide information on the full range of services proposed including details of alternative menu choices. Tenderers must submit their proposed menu with their tender response. The menu choice must be in line with the Department of Health and Children healthy eating policies and guidelines and should offer a level of variety and meet good nutritional standards.
- Tenderers must price the Meeting Menu and should also detail the services available to meet management requirements for board/staff meetings, events, visiting groups etc. and proposed price lists.
- Tenderers should describe how their organisation will ensure that the food it serves is healthy, tasty, well-presented, and professionally served.
- Tenders should describe how their organisation will ensure that the hot lunches remain at the appropriate temperature until distribution.

Tenderers will be assessed on their demonstrated understanding of the specific needs to the contract. They will be assessed on the full range of services proposed including details of alternative menu choices taking into consideration special dietary needs. The menu should accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free. This criterion will be evaluated as a whole.

B	Food (Sample) Quality and Presentation	20%	2000	1000

Tenderers should provide samples to enable the Contracting Authority to assess their offer under this criterion.

Samples

Samples of food will be required, and this will be used to assess the quality of your food proposal.

Food will be assessed by qualified personnel and will be rated based on:

- Nutritional Value
- Portion size
- Quality
- Presentation and Variety

Tenderers must supply samples as follows:

- Hot dinners – a minimum of 4 samples of hot food are required - one to be vegetarian option and one to be gluten free. Please include the following as options
    - Shepherd's Pie
    - Lasagne
    - Pasta Dish
    - Chicken Curry
    - Ham salad sandwich
    - Chicken cold wraps
    - Soup
    - Two salad options

Suppliers are requested to submit sustainable (cost-wise) samples of a standard that can be maintained throughout the lifetime of contract.

Samples should be as per menu proposed and should reflect portion sizes proposed for the tender.

All items should be clearly labelled with the company name, allergen detail and ingredients.

Food samples are to be delivered to Coláiste Oiriall. The date and time will be confirmed with the tenderers after the closing date.

The food samples should be accompanied by a copy of the proposed menus for the contract.

Any tenderer who fails to meet the selection criteria will be notified and will not be required to submit food samples.

C	**Delivery of Service/Contract Management**	**15%**	**1500**	**750**

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the following points:

- Nominated Key Account Manager
- Ability to meet the delivery requirement outlined in section 5.1.6.
- Management of Queries, please advise, in detail, your procedures for dealing with problems/complaints that may arise, for example, quality of food.
- Policy for returns and replacement lunches, and timelines should an error be found on delivery of order.
- Staff resourcing for each of the service times,
- Tenderers are asked to demonstrate the experience of the staff that will be assigned to this contract.
- Details of staff back-up must also be provided in the event of sick leave or holidays
- Incident Reporting Mechanisms
- Communications Plan for the duration of the contract.

This criterion will be evaluated as a whole.

D	**Traceability System**	**15%**	**1500**	**750**

a) Tenderers are reminded that in accordance with Section 5.1.11, the Contractor must have a product traceability system under HACCP in respect of all Goods. The Tenderer should outline the traceability system in place, the date the last independent food safety audit was completed and the result.

b) Tenderers must complete the table for Traceability System for Foods provided within the Tender Response Document.

In addition to this, a minimum of 10% by value (€) of food provided under this service concession contract is to be certified organic in each of the following categories: beef, poultry, fish, pork, vegetables, cereal and dairy.

Tenderers must also confirm that they can meet this requirement.

E	**Environmental Sustainability Proposal**	**10%**	**1000**	**500**

Tenderers should detail evidence if any, of environmentally friendly initiatives in place in response to protecting the environment. Tenderers should include, but not limited to the following:

- The planning of menus to avoid food waste.
- Sourcing sustainability produced products.
- Transportation of products, please highlight the distance food will travel from point of production to point of use.
- Include proposals on how they will provide their service without the use of single use plastics.
- Include details on how they propose to minimise food packaging in an effort to reduce waste while still ensuring the safety and preservation of food.
- Include details of how they will incorporate recycled and renewable materials into the service provision
- Include details on waste management and appropriate strategies for dealing with any leftover food. Details of food waste segregation, monitoring and measuring food waste and how this is reported.
- Details on the separation and recovery of packaging waste.
- Include details of any sustainability and/or organic initiatives carried out as part of their service provision.
- Describe the vehicle fleet types engaged in this service and how transport emissions may be reduced through logistics and route planning.
- Include details of proposals to encourage Students to partake in recycling initiatives.
- Minimising the environmental impact of transport, delivery and storage of food and consumables.
- Water and energy savings in equipment and operation and maintenance of the equipment.
- The appropriate dosage and handling of cleaning products and environmentally friendly cleaning procedures.

	• Staff training on environmental aspects and supporting management systems to minimise food waste and other waste (water, electricity, general waste), maximise the redistribution of surplus food as/where appropriate and where safe to do so, maximise the reuse or recycling of packaging and/or other waste and ensure safe disposal.			
F	**Innovation**	**5%**	**500**	**n/a**
Tenderers are asked to submit details of: • Company innovations to address menu fatigue • Any innovative ideas to educate students regarding differing food options and healthy eating options. • Any other company initiative that could be considered for this tender.				
G	**Financial Proposal**	**15%**	**1500**	**n/a**
The tenderer must propose a yearly Concession Fee (33 weeks) payable to the Contracting Authority for operating of the Commercial Catering opportunity that also covers electricity, heating, gas and water utility costs associated with the area under contract. The estimated weekly cost for Heat, Light, Gas and Water is €100.00 for Coláiste Oiriall. This cost must be considered by the tenderer as the minimum acceptable Concession Fee. It is a matter for Tenderers to exercise their commercial judgment in assessing the remaining concession fee payable.				

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (A) to (F) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

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

NOTE 2: The highest cost tender that also meets all of 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:

A	Ultimate Cost (Highest Concession Fee Contribution) from Bona Fide Tender	
B	Ultimate Cost (Concession Fee Contribution) for the tender being evaluated	
C	Maximum Points available for Ultimate Cost	1500
Formula:		$\frac{1500*B}{A}$

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.

6.2.1 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.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period

6.2.2 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.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

6.2.3 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.

6.2.4 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.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response.

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

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this CFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed**.

Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as detailed below). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

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

The closing date for tenders is **12 noon** on **12th November 2026.**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition.**

(b) Language

Tenders must be submitted in English.

(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 messaging facility on www.etenders.gov.ie.

The closing date for receipt of queries is **12 noon** on **05th November 2026.**

For the avoidance of doubt, **Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

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

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

The Contracting Authority reserves the right to issue or seek written clarifications.

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the

Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

(d) Sufficiency & Accuracy of Tender

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

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must 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 seven (7) calendar 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 electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(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 normally Electronic Funds Transfer.

Note: The Contracting Authority may roll out e-Invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an e-Invoice format that is compliant with the PEPPOL directive.

(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 or subcontractor and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms ‘registrable interest' and 'relative' shall be interpreted as per Section 2 of the

Ethics in Public Office Acts, 1995 and 2001. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority, disqualify a tenderer or invalidate an award of contract.

(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* and the *European Communities (Access to Information on the Environment) Regulations 2007 to 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 confidentiality or commercial sensitivity. If this is the case, tenderers should clearly specify the information that is confidential or commercially 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* and the *European Communities (Access to Information on the Environment) Regulations 2007 to 2014*, EU and Irish Government Procurement Procedures. 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 disclosure.

(m) Tax Clearance

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site http://www.revenue.ie/. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority

will satisfy themselves that any tenderers being considered for award of a contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers, tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the contract.

(n) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland in accordance with section 523 of the *Taxes Consolidation Act 1997*. Any and all taxes applicable to the supply of the goods / services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the *Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005* (as amended), *Data Protection Act 2018* and *Official Secrets Act 1963* (as amended). Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with 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. The presumptions (including as to any gift, consideration or advantage) and other provisions under the *Criminal Justice Act 2018*, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(u) Notification of 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 contract 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 formal conclusion of a contract, an award notice will be despatched to eTenders announcing the results of the competition.

(w) Policy on Personal Debriefings

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

(x) Copyright

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

(y) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a 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/contractors 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 party 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 CFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be

performed by a subcontractor or other consortium member (the "Subcontractor"). The tenderer must clearly and comprehensively set out the name, title, telephone number, postal address and email address of the nominated contact personnel of the Prime Contractor authorised to represent the tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 to 2017 (as amended, the "2002 Act") which 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.

(jj) Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the *Irish Data Protection Acts 1988 to 2018*, the *General Data Protection 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 any other applicable law or regulation relating to the processing of personal data and to privacy, including the *E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communities) Regulations 2011*, as such legislation may be supplemented, amended, revised or replaced 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 call for tenders.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender 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. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk) Return of Signed Contracts

The successful Tenderer must sign and return the Contract and the Confidentiality Agreement (Appendix 5), both 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 Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Contract.

Where the signed Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with the above.

APPENDIX 2 – TENDER RESPONSE DOCUMENT

Attached Separately

APPENDIX 3 –THE CONTRACTING AUTHORITY'S TERMS AND CONDITIONS

Attached Separately

APPENDIX 4 – SERVICE LEVEL AGREEMENT

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the Contracting Authority and the contract member.

Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

Please note that the Contracting Authority will monitor Supplier's performances over the term of contracts and manage their service or supply of goods through the utlisation of Supplier Performance Scorecards.

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.

Please note that the Contracting Authority in agreement with the successful tenderer may decide that a Service Level Agreement (SLA) is the desired method of measuring performance and will agree the final content of the SLA with the successful tenderer.

In this instance Tenderers will be required to provide a proposed draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

• SUPPLIER APPRAISAL FORM (Scorecard)

Cavan and Monaghan Education and Training Board will monitor our Supplier's performances over the term of contracts and manage their service or supply of goods under the headings outlined in the Supplier Performance Scorecard below.

The Contracting Authority will request Schools and Centres to complete the Scorecards on a continuous basis or more regularly where non-performance is occurring. These will form the basis of our Contract Management Process for each company supplying a service or supply of goods to Cavan and Monaghan Education and Training Board.

Please complete the following (electronically):

Supplier Details

Name of Company	
Type of Service or Supply provided to Cavan and Monaghan Education and Training Board	
Contact Details of Company (phone, email, etc.)	

School/Centre Details

Name of School/Centre	
Form completed by:	
Date:	

You are asked to make any comments relating to the service in the left-hand box in the table below and to tick the relevant score box based on the following values:

Value of Score:

1 = Unacceptable**;**

2 – not fully up to requirements**;**

3 – fully meets normal requirements**;**

4 – significantly above requirements**;**

5 – outstanding**.**

DELIVERY OF SERVICE/SUPPLY OF GOODS	1	2	3	4	5
	☐	☐	☐	☐	☐
DELIVERY TIMELINES	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
INVOICING	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
CUSTOMER SERVICE	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
ENVIRONMENTAL CONSIDERATIONS	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
ACCOUNT MANAGEMENT QUERIES	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
COMMUNICATION	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐
OVERALL SATISFACTION	**1**	**2**	**3**	**4**	**5**
	☐	☐	☐	☐	☐

Other (please specify)	1	2	3	4	5
	☐	☐	☐	☐	☐

Please include any further detail you deem relevant in the box below

Further comments relating to this service