Bord Oideachais agus Oiliúna Chiarraí
Kerry Education and Training Board

CALL for TENDER

Contract for	Provision of Inclusive Leadership Development and Reflective Leadership Supervision Services
Procedure	Open
eTenders CFT ID	KETB20260038
Issue Date	Thursday 12 November 2026
Closing Date for Queries	30 November 2026@ 16:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	9 December 2026@ 12:00

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.

TABLE OF CONTENTS

Disclaimer 3
Summary 4
Small and Medium Enterprise Participation 4
About the Contracting Authority 5
Scope of the Contract 6
1.1 Summary of Specification 6
1.2 Duration of the Contract 8
1.3 Indicative Budget 8
1.4 Review of Performance 8
1.5 Account Management 9
1.6 Compliance with the Terms and Conditions 10
1.7 Termination of Contract 10
Evaluation Criteria 11
1.8 Selection Criteria 11
1.9 Award Criteria 13
APPENDIX 1 - INSTRUCTIONS TO TENDERERS 17
APPENDIX 2 – SPECIFICATION 26
1. Introduction: 26
2. Background and Rationale: 26
3. Project Aim 26
4. Scope of Services 27
5. Expected Outcomes 30
6. Reporting Requirements 30
7. Provider Requirements 31
8. Duration 31
9. Contract Structure 31
10. Contract Management 32
APPENDIX 3 – THE CONTRACTING AUTHORITY'S TERMS AND CONDITIONS 33
APPENDIX 4 – CONFIDENTIALITY AGREEMENT 34

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.

Summary

Contracting Authority:	Kerry Education and Training Board
Nature of procurement:	Provision of Inclusive Leadership Development and Reflective Leadership Supervision Services
Type:	Services
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.

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.

About the Contracting Authority

The Kerry Education and Training Board (the "Contracting Authority") is the authority responsible for this procurement.

The Contracting Authority is an ETB responsible for the delivery of services in county Kerry and 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.

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

The Contracting Authority is an ETB responsible for the delivery of services in the following location: Co. Kerry.

Kerry Education and Training Board manages 8 Post Primary schools and 4 Community National schools, 4 centres for Further education, 5 Kerry College of Further Education and Training campuses (with multiple buildings) and is also responsible for an extensive range of Adult Services throughout the county, including Adult Learning Services, Community Education, Back to Education Initiative, VTOS and Adult Guidance. Additionally, there are 5 Youthreach centres spread across the County. Since July 1st, 2014, Regional Skills & Training Centre is under the governance of ETB, having been transferred from SOLAS on that date.

Kerry Education and Training Board is funded by the Department of Education and Skills in respect of primary and post primary and related education and by SOLAS in respect of Further Education and Training.

For more information of Kerry ETB go to www.kerryetb.ie

Scope of the Contract

The ***Kerry*** 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/goods] as detailed in the Specification appended at Appendix 2 to this CFT (the "Services/Goods").

The following indicative timeline is envisaged for this procurement:

Issue CFT	***12th November 2026***
Closing date for Queries	***30th November 2026***
Closing date for Receipt of Tenders	***9th December 2026***
Clarification meetings (if anticipated)	***N/A***
Award decision	***To be confirmed***
Contract Commencement	***To be Confirmed***

The dates provided above are estimates at the time of publication of this CFT. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via www.etenders.gov.ie to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via eTenders to all parties who have expressed an interest in the competition.

1.1 Summary of Specification

Commented [EO1]: Review

Commented [AO1R2]: This is what was already provided I think?

Kerry Education and Training Board (Kerry ETB) invites tenders from suitably qualified and experienced providers for the design and delivery of an Inclusive Leadership in Practice programme for senior managers. The programme will combine practical leadership and people-management development with a structured confidential reflective support service for managers dealing with difficult or complex workplace issues.

The final service must be tailored to Kerry ETB's operating context across schools, campuses and service locations and must support fair, consistent, proportionate and values-led management practice.

The successful tenderer will be required to deliver the following two strands of work:

Strand	Requirement	Primary participants
A	Design and delivery of a structured three-day senior manager skills development programme.	47 senior managers, including deputies and equivalent roles.
B	Confidential reflective leadership supervision and support for managers dealing with complex workplace issues.	28 Top-level managers / budget holders.

Full details are outlined in Appendix 2 - Specification

1.1.1 Application of Variants

A variant is an alternative method of delivery of the contract to that specified in this document which meets the minimum requirements stated.

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.

1.1.2 Delivery Locations

Commented [EO2]: Review

Commented [AO2R2]: This is fine

Strand A: The initial programme will be delivered face-to-face at a venue or venues nominated by Kerry ETB within County Kerry. Where Strand A is extended to additional cohorts during the Contract term, delivery will take place at Kerry ETB locations or other suitable venues nominated by Kerry ETB within County Kerry.

Strand B: Reflective leadership supervision may be delivered online or face-to-face, having regard to the preference of the participating manager and arrangements agreed with Kerry ETB. Where face-to-face delivery is required, sessions will normally take place at a Kerry ETB location or other agreed location within County Kerry.

Tenderers must ensure that their submitted prices take account of the delivery arrangements specified above. Normal travel time, mileage, accommodation and subsistence associated with delivery within County Kerry must be included in the tendered rates and will not be separately reimbursed, unless expressly agreed otherwise by Kerry ETB in advance.

1.1.3 Volumes

Volumes are outlined in Appendix 2 Specification

1.1.4 Pricing

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

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.

Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.
Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.
Payments for services supplied under this CFT shall be made subject to and in accordance with the Contract at Appendix 3 to this CFT.

Fees are fixed and duration for the duration of the contract or subject to inflation in accordance with CPI.
Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Contract (as defined in the Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Consumer Price index (CPI) has increased or decreased in the edition of that index published.

1.2 Duration of the Contract

The Contract will be for a period of 2 years

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

Maximum Contract Duration: 3 years. (the "Term").

1.3 Indicative Budget

The indicative budget for the Contract is €50,000 (excluding VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage, subject to approval and budget.

1.4 Review of Performance

Supplier performance will be frequency monitored over the term of the contract. The format will be agreed between the Contracting Authority and the Successful Tenderer using a Service Level Agreement setting out the agreed Key performance Indicators.

The precise KPIs for performance monitoring will be agreed with Kerry ETB and the successful Tender. 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.

Tenderers are 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

The draft SLA provided should also:

provide samples of the management reports to the Contracting Authority you propose to employ for this project, indicating their proposed frequency;

set out how you would communicate with other relevant stakeholders and the Contracting Authority's Finance division;

detail your standard response times to requests received from the Contracting Authority, including your approach to urgent queries. This should also give an indication of the approximate length of time for projects based on various research methods.

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer.

1.5 Account Management

1.5.1 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.

1.5.2 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.

1.5.3 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.

1.5.4 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.

1.6 Compliance with the Terms and Conditions

Award of Contract will be conditional upon acceptance of the Contract Terms and Conditions as contained in Appendix 2 to this CFT. Tenderers may not amend the Contract.

1.7 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.

Evaluation Criteria

1.8 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.

1.8.1 General Information relating to the Tenderer

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

1.8.2 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.

1.8.3 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 €***150,000.00***, For each of the last three years
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	
Professional Indemnity	€1 million	

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.

1.8.4 Technical Capacity

(i) Previous experience – information demonstrating successful delivery of three (3) previous comparable contracts in the past three (3) to 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.
(iv) Environmental – Details of environmental policies and systems in place and whether 3rd party certified.
(v) Kerry ETB is a public sector body subject to General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
The service being procured may involve processing activities that necessitates completion of a Data Protection Impact Assessment (DPIA) under Article 35 of the GDPR.
The supplier/successful tenderer must confirm their capability to assist with completing a DPIA regarding data processing and security controls.

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.

1.9 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	Ultimate Cost to the Contracting Authority over the life of the contract OR Notional Cost	20%	200	n/a

Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document.

b	Understanding of Requirements and Proposed Methodology	35%	350	175

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Appendix 2
At a minimum Tenderers should:

- Demonstrate their understanding of Kerry ETB's objectives for the Inclusive Leadership Programme.
- Describe how the proposed programme addresses the competencies and learning outcomes outlined in the specification.
- Explain the proposed learning methodology and rationale.
- Describe participant engagement approaches and techniques.
- Outline how learning will be tailored to Senior Management Team participants.
- Provide a proposed three-day programme schedule, including indicative session content, learning activities, participant engagement methods, and expected learning outcomes for each session.
- Describe how the programme will balance theory, self-reflection, practical application, peer learning and action planning.

c	Relevant Experience and Expertise	35%	350	175

Tenderers are required to demonstrate how their proposed Service Delivery Team has the depth of experience and expertise to meet the needs and requirements of Kerry ETB having regard to the requirements of this contract and the environment within which they operate.

Please note that Criterion c will be evaluated as a whole:

At a minimum Tenders should address

- List the Core Service Delivery team who it is proposed will be directly involved in delivering the required service
- List the relevant experience of the proposed team
- Relevant qualifications and expertise in leadership development, organisational development

- Describe the role of each person on the team
- Describe the suitability of the resources proposed to provide the Services required
- Submit and organogram showing the team resource allocation, reporting and management accountability

	Evaluation, Sustainability, and Organisational Impact	15%	150	0%

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Appendix 2

At a minimum Tenders should address

- How participant learning will be evaluated before, during and after the programme.
- How changes in leadership behaviours, management practice and confidence will be measured.
- How learning transfer to the workplace will be supported between programme days.
- How managers will be encouraged to apply learning in real workplace situations.
- How the programme will support long-term cultural change and inclusive leadership practices throughout Kerry ETB.
- How learning resources, tools, templates and support materials will remain available after programme completion.
- How feedback from participants and Kerry ETB will be used to refine and improve programme delivery.
- How outcomes from the Senior Management pilot cohort will be evaluated and used to inform any future organisational rollout.

	Project Management and Quality Assurance	10%	100	0%

Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed in Appendix 2

-
- At a minimum Tenders should address
- Governance and reporting arrangements.
- Communication processes and key contacts.
- Capacity to deliver within the required timeframe.
- Scheduling arrangements.
- Quality assurance processes.
- Risk management arrangements.
- Business continuity arrangements.
- Facilitator substitution arrangements.

Commented [EO3]: Review - Cost may be a little low?

Commented [AO3R2]: This is the weighting we agreed but maybe we could go 25% here and 20% for C relevant exp? I would rather keep as is but if you think there will be an issue from a procurement point of view we could change?

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

90 – 100%	**Outstanding -** A very comprehensive 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 – strongly supported.
70 – 79%	**Very good** - A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	**Good** - A good response demonstrating good understanding offering assurance to client – well supported.

50 – 59%	**Acceptable -** An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is Unacceptable	
25 – 49%	**Mediocre -** Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	**Poor -** Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail
0%	**No Response -** Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

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

NOTE 2: The lowest cost tender that also meets all 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:

Maximum Points available for Cost	**A**
Lowest Cost from a Bona Fide Tender	**B**
Cost for the tender being evaluated	**C**
Formula employed	**(A x B) / C**

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

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

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

1.9.1 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

1.9.2 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.

1.9.3 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.

1.9.4 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 ***12.00 hours (GMT) on 9th December, 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 ***16.00 hours (GMT) on 30th 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 (12) Twelve 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 – SPECIFICATION

Leadership in Practice: Supporting Senior Managers in Complex Workplace Issues

1. Introduction:

Kerry Education and Training Board (Kerry ETB) invites tenders from suitably qualified and experienced providers for the design and delivery of an Inclusive Leadership in Practice programme for senior managers. The programme will combine practical leadership and people-management development with a structured confidential reflective support service for managers dealing with difficult or complex workplace issues.

The final service must be tailored to Kerry ETB's operating context across schools, campuses and service locations and must support fair, consistent, proportionate and values-led management practice.

2. Background and Rationale:

Kerry ETB wishes to strengthen senior managers' capability to lead people effectively, promote dignity and respect at work, intervene early in emerging workplace difficulties, manage concerns constructively and make fair and accountable decisions. The service is intended as a developmental and preventative initiative and must not be presented as remedial or performance-related.

The programme should connect inclusive leadership with everyday management practice. It should recognise that effective workplace culture depends on both fair procedures and the quality of routine leadership behaviours, conversations and decisions.

3. Project Aim

The overall aim of the project is to strengthen the capacity of senior managers to:

a. Uphold dignity at work by promoting respect, inclusion and inclusive practice across schools, campuses and locations.
b. Strengthen senior managers' competence and confidence in people leadership, including effective staff management and fair, consistent decision-making.
c. Support managers to address people management challenges, complaints, conflict and difficult workplace issues appropriately and constructively.
d. Provide managers with access to reflective supervision to support learning, accountability and wellbeing in complex situations.
e. Lead and support staff through organisational change, uncertainty and

competing demands

f. Contribute to a safe, healthy and more respectful working environments for all staff.
g. Embed and model ETB values in day-to-day leadership practice, ensuring that decisions and interactions reflect equality, respect, inclusion, and quality.
h. Support managers to reflect on their decision-making, assumptions and intended outcomes when responding to workplace issues, promoting fair, proportionate and values-led practice.

4. Scope of Services

The successful tenderer will be required to deliver the following two strands of work:

Strand	Requirement	Primary participants
A	Design and delivery of a structured three-day senior manager skills development programme.	47 senior managers, including deputies and equivalent roles.
B	Confidential reflective leadership supervision and support for managers dealing with complex workplace issues.	28 Top-level managers / budget holders.

STRAND A: Senior Manager Skills Development

The provider will design and deliver linked, practical and experiential learning for cohorts. Tenderers may propose supporting activities between programme days, but the core requirement is three full face-to-face development days for each participant.

The programme should focus on strengthening managers' practical capability in:

- Inclusive people leadership and staff management.
- Managing staff issues fairly, consistently and appropriately.
- Dignity at work responsibilities and promoting respectful workplace cultures.
- Understanding and applying line management responsibilities under the Kerry ETB Corporate Health and Safety Statement, particularly in relation to recognising and managing psychosocial hazards, consulting with staff, promoting respectful workplace behaviour, intervening early in workplace difficulties and seeking appropriate HR or health and safety support where required
- Diversity, equality, inclusion, reasonable accommodation and inclusive leadership practice.
- Managing complaints and workplace concerns.
- Handling sensitive staff issues while balancing confidentiality
- Communication skills in leadership and management.
- Conflict prevention and early intervention.

- Professional accountability and decision-making.
- Responding constructively to challenging workplace situations.
- Leading and supporting staff through organisational change, including communicating change clearly, managing uncertainty and maintaining engagement.

The learning approach should promote group work, reflection and discussion, encourage participants to explore different perspectives and consider how their assumptions, thinking and established practices may influence their leadership, and support the application of learning to workplace practice. Delivery should prioritise realistic education and public-sector scenarios, facilitate discussion, skills practice, decision-making exercises, peer reflection and repeated use of a focused set of practical tools. Presentation-led delivery alone will not meet the requirement. Practical scenarios should also include the application of line management responsibilities under the Kerry ETB Corporate Health and Safety Statement, including early identification and proportionate management of psychosocial hazards and workplace concerns.

Target Group

- 47 Kerry ETB Senior Managers (including Deputy Principals/Deputy Managers and equivalent roles).

Delivery Requirements

Tenderers must include a detailed proposed programme for the full three-day delivery, outlining the presenters' approach to challenging assumptions, encouraging critical reflection and constructive debate, and exploring different perspectives. The proposal must demonstrate how the days link together, how learning builds progressively and how participants will apply and reflect on learning between sessions.

- Three full-day sessions for each participant.
- Maximum of nine participants per session.
- Delivery period: Quarter 1, 2 and Quarter 4 2027.
- Sessions must be delivered face-to-face.
- Learning materials and supporting resources should be provided to participants.

Programme architecture	**Overall learning journey, rationale for sequencing and relationship to the project outcomes.**

Each Programme Day	Title, learning outcomes, topics, practical exercises, indicative timetable, facilitation methods and participant outputs.
Learning transfer	Workplace application, reflective tasks, action learning, peer consultation, coaching or other activity between days.
Scenarios	Approach to co-designing anonymised Kerry ETB-relevant scenarios without using identifiable live cases.
Materials	Tools, templates, guides, action plans and post-programme resources to be supplied.
Accessibility	How diverse learning needs, accessibility and reasonable adjustments will be accommodated.
Evaluation	Baseline, day-by-day and end-of-programme evaluation, including behavioural application measures.
Facilitators	Named personnel, roles across each day and arrangements for continuity and substitution.

Live complaints, grievances, disciplinary matters or dignity-at-work cases must not be explored in group learning in a manner that could compromise confidentiality, due process, safeguarding obligations or the roles of Kerry ETB HR, legal advisers or formal decision-makers.

STRAND B: Supervision Support for Managers

For this procurement, the service is described as confidential reflective leadership supervision and support. Its purpose is to provide an opportunity for managers to reflect on leadership practice, options, assumptions, professional judgement, boundaries, wellbeing and learning in relation to difficult workplace situations.

It is not a substitute for Line Management, HR advice, legal advice, counselling, employee assistance, mediation, investigation, formal case management, grievance or disciplinary procedures, dignity-at-work procedures, safeguarding processes or management decision-making.

Supervision should support managers in:

- Developing self-awareness of their own behaviours/approaches and their impact.
- Enhancing consistency and fairness in management practice.
- Reflecting on difficult workplace situations and cases.
- Managing complaints and conflicts.
- Considering appropriate responses to staff well-being concerns.
- Strengthening confidence in decision-making.
- Supporting professional accountability and reflective practice.
- Exploring different perspectives to inform leadership.
- Examining how assumptions, thinking and established practices influence leadership.

Target Group

- 28 Kerry ETB Top-Level Managers (Budget Holders).

Delivery Requirements

- Allocation of five hours supervision per manager per year.
- Sessions may be delivered online or face-to-face, dependent on manager's preference.
- Sessions may also be delivered in group sessions where agreed with all parties.
- Supervision to be provided on an as-required basis throughout the contract period.

5. Expected Outcomes

The successful provider will support Kerry ETB in achieving the following outcomes:

a. Increased self-awareness.
b. Increased confidence and competence among senior managers in people leadership.
c. Greater consistency in the management of staff issues.
d. Improved capability in addressing complaints, conflict and difficult workplace matters.
e. Increased awareness and application of dignity at work principles.
f. Enhanced understanding and implementation of inclusive leadership practices.
g. Access to high-quality reflective supervision for managers.
h. More respectful, inclusive and supportive workplace environments.
i. Greater openness to different perspectives and awareness of how personal preferences, assumptions and established practices influence leadership.

6. Reporting Requirements

The successful provider will nominate a lead contact and provide:

a. Regular progress updates to Kerry ETB.
b. Attendance and participation data and copy of training materials.
c. Summary feedback/evaluation findings.
d. An end-of-project report outlining delivery, participation levels, key themes and recommendations.
e. Use learning and feedback from each session to adapt and enhance subsequent sessions.

All reporting must respect confidentiality and should not identify individual participants or case

details. This should be clarified with participants in advance to protect the integrity of the process.

7. Provider Requirements

Tenderers must demonstrate:

a. Relevant qualifications and expertise in leadership development, organisational development, workplace relations, human resources, coaching, supervision or related disciplines.

b. Experience of working with management in education in the Public Sector
c. Experience of delivering leadership development programmes for managers.
d. Experience supporting managers in complex workplace and people management situations.
e. Experience in dignity at work, inclusion and workplace culture initiatives.
f. Experience providing professional supervision, coaching or reflective practice supports.
g. Strong facilitation, communication and engagement skills.

8. Duration

The programme will be delivered during Quarter 1, 2 and 4 of 2027, with supervision support (Strand B) provided throughout an agreed contract 2027 and 2028.

Please review point 1.2 of the Call Fo tender on the Contract terms

9. Contract Structure

Commented [EO4]: Review

Strand A: Initial Pilot and Organisational Rollout

Strand A will commence with delivery of the three-day leadership development programme to an identified Head Office management cohort as an initial pilot.

Following completion of the pilot, Kerry ETB will review the programme having regard to participant feedback, achievement of the intended learning outcomes, quality of delivery, relevance to the Kerry ETB operating environment and evidence of application to management practice.

Where Kerry ETB determines that the pilot has been successful, it may commission additional cohorts under Strand A during the Contract period, with the intention of facilitating a broader rollout of the programme across Kerry ETB.

Commented [AO5]: Should we be clear here that where it is unsuccessful neither Strand A or Strand B will go ahead?

Commented [EO5R2]: See additional text

Where Kerry ETB determines that the pilot has been unsuccessful, Kerry ETB reserves the right not to commission any additional cohorts under Strand A and not to proceed with Strand B.

The inclusion of potential additional cohorts does not constitute a commitment by Kerry ETB to purchase any minimum volume of additional services beyond the initial requirement.
Tenderers must demonstrate their capacity to scale delivery while maintaining consistency in programme content, facilitator quality, learning methodology and service standards.

Tenderers must describe how their proposed delivery model could be scaled from the initial Head Office pilot to additional Kerry ETB management cohorts during the Contract term, including how consistency of programme content, facilitation, quality and learning outcomes would be maintained.

Strand B

This service will commence at an agreed date after the initial Strand A pilot.

10. Contract Management

The successful provider will work with a nominated Kerry ETB representative who will oversee:

a. Project initiation and planning.
b. Scheduling of programme activities.
c. Monitoring delivery.
d. Review meetings as required.
e. Final evaluation of the service.

APPENDIX 3 – THE CONTRACTING AUTHORITY'S TERMS AND CONDITIONS

Please refer to the separate Contracting Authority's standard Terms and Conditions

APPENDIX 4 – CONFIDENTIALITY AGREEMENT

Please refer to the separate Contracting Authority's draft Confidentiality Agreement

END OF DOCUMENT