Establishment of a Panel	The Provision of Suitable Providers for Health and Safety Courses to LMETB Students
Procedure	Open Procedure - Panel
Duration of the Panel	3 Years
ETenders CFT ID	
Issue Date	12th November 2026
Closing Date for Queries	23rd November 2026 12 noon
Closing Date for Applicants	3rd December 2026 12 noon
Contact for Queries	ETenders Messaging Service for establishment of the panel.
Closing date for ongoing applications (relative to those who missed the initial deadline)	This panel will operate for a 3-year period and is open to applications throughout that period, it will be re advertised on eTenders on an annual basis using a PIN notice, linking to the original CFT.
Submission Responses	Please upload your response as a zip file to protect the integrity of file names

Please note that information relating to panel process, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal. www.etenders.gov.ie Registration is free of charge. Please note that the contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

Rialtas na hÉireann
Government of Ireland

Arna chomhchistiú ag an Aontas Eorpach

Co-funded by the European Union

SOLAS
oibrionn an fhoghlaim

Arna chomhchistiú ag Rialtas na hÉireann agus ag an Aontas Eorpach

Co-funded by the Government of Ireland and the European Union

TABLE OF CONTENTS

1.Disclaimer 3
2. Summary 3
3.About the Contracting Authority 4
4. Scope of the Panel 5
4.1 Numbers Admitted to the Panel 5
4.2 Duration of the Panel 6
4.3 Estimated Value of the Panel 6
4.4 Awarding Contracts under the Panel 6
4.5 Use of the Panel 7
4.6 GDPR Requirements 7
4.7 Review of Performance 7
4.8 Account Management 7
4.9.1 Account Manager 8
4.9.2 Replacement Personnel 8
4.9.3 Invoicing 8
4.10 Right to Tender outside the Panel 8
4.11 Changes 9
5 Detailed Scope of the Panel 9
5.1 Coordination of Training 10
5.2 Delivery of Training 10
5.3 Specialist Task or Environment 11
5.4 Post Delivery of Training 11
5.5 Training Programme Material 11
5.6 Trainers 11
5.7 Delivery of Locations 12
5.8 Pricing 12
5.9 Details of Contracts Arising 12
5.10 Garda Vetting 12
6. Evaluation of Criteria 12
6.1 Application Requirements 12
6.2 General Information Relating to the Tender 13
6.3 Tax Compliance 13
6.4 Financial Stability 13
6.5 Insurance Requirements 13

6.6 Previous Experience 14
6.7 Quality Assurance 14
6.8 Health and Safety 14
6.9 Environmental 14
APPENDIX 1 - INSTRUCTIONS TO APPLICANTS 14
A.Submission of Applications 14
B.Submitting your Response 15
C.Queries 16
D.Language 16
E.Sufficiency & Accuracy of Response 16
F.Cost of Preparation of Response 16
G.Currency and Payments 16
H.Conflict of Interest 17
I.Freedom of Information Acts 17
J.Tax Clearance 17
K.Withholding Tax 18
L.Irish Legislation and Law 18
M.Dignity at Work 18
N.Clarification of Responses 18
O.Interference and Inducement to Purchase 18
P.Notification of Application Evaluations 18
Q.Payment 19
R.Environmental Aspects 19
S.Accessibility 19
T.Collusive Tendering 19
U.Confidentiality 19
V.Consortia and Prime Subcontractors 19
W.Anti-Competitive Conduct 20
X.Changes in Legislation 20
1. APPENDIX 2 – THE CONTRACTING AUTHORITY'S TERMS AND CONDITIONS 20

1.Disclaimer

This document issued here with ("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 because 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 all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2. Summary

Contracting Authority:	Louth Meath Education Training Board
Nature of procurement:	Panel for the Provision of Health and Safety Courses to LMETB Students
Type:	Service (Title lll Service)
Procedure:	Open Procedure
Stage in procedure:	This is a multi-stage procedure whereby all interested parties may apply for admission to the Panel. All those qualified will be admitted and considered for award of contracts as and when they arise.

3.About the Contracting Authority

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout 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.

Education and Training Boards Ireland (ETBI), based in Naas, Co Kildare is the national representative association for ETBs. Its job is to represent ETBs and promote their interests. It also provides services to its members in areas such as Policy, HR/ IR, Corporate and Procurement & Reform. ETBI coordinates the ETB Procurement Network, which brings procurement personnel from the 16 ETBs together on a quarterly basis.

The Education and Training Boards Act 2013 provided for the establishment of 16 new education and training boards to replace the existing 33 VECs. On July 1st, 2013, Co Louth VEC and Co Meath VEC merged to form Louth & Meath Education and Training Board (LMETB).

The Louth and Meath 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 the following location: Louth and Meath.

Louth and Meath Education and Training Board (LMETB) is the largest comprehensive educational provider in the counties Louth and Meath. LMETB offer a comprehensive range of educational services incorporating primary, post primary further education and training services. More specifically, we manage 4 Community National Schools, one Community Special School, a Centre for European Schooling, 18 Post Primary schools including one school with Post Leaving Certificate provision. At Further Education and Training level, LMETB manages 8 Youthreach Centres, a Regional Skills and Training Centre, the Advanced Manufacturing Training Centre of Excellence (AMTCE), 2 dedicated Post Leaving Cert Colleges, 2 Music Generation Programmes and an extensive range of Adult Education Services to include Adult Learning Services, Community Education, Back to Education Initiatives (BTEI), VTOS, Evening Courses and Adult Guidance, Information and Recruitment Services. LMETB is also joint patron of 6 Community Schools located in Ardee, Ashbourne, Athboy, Drogheda, Kells and Trim.

In respect of its ethos, LMETB is a dynamic organisation committed to excellence, innovation, and care in the education of young people and adults alike aiming to create meaningful, inclusive and lifelong learning experiences. Everything we do in LMETB is underpinned by five core values – Excellence in Education, Care, Equality, Community and Respect. Each school, college and centre within LMETB has proven itself as a centre of excellence in teaching, learning and assessment in its local community and the experience is one where a warm relationship exists between teachers/tutors, learners and the local communities in which they operate.

Supporting the ethos and values of LMETB is a vivid focus on the development and maintenance of the organisation's-built environment to ensure that property and estates are managed in a manner which is consistent with the organisation's Sustainable Policy and in line with Ireland's Climate Acton Plan.

Louth and Meath Education and Training Board is funded by the Department of Education and Youth in respect of primary and post primary and related education and by SOLAS in respect of further education and training.

For more information on LMETB go to Home - Louth & Meath Education and Training Board

ETBs and ETBI go to www.etbi.ie

4. Scope of the Panel

The Contracting Authority proposes to engage in a competitive process for the establishment of a panel from which it will source service providers to provide a variety of Health and Safety short courses to our learners. These Health and Safety Courses are required for a range of QQI courses offered by LMETB schools/centres to prepare students for work placements or as part of their coursework. Courses take place during the academic year, and the panel will be used to provide training throughout the year. Student numbers change on an annual basis and there is no guarantee to the number of students who will require Health and Safety Training or the number of courses. The panel allows flexibility if training needs expand around health and safety during the term of this panel. The training provided to students supplements their classroom education and placements in the achievement of their academic awards.

4.1 Numbers Admitted to the Panel

There will be no restrictions to the number of applicants who can qualify for the panel provided the applicant meets the requirements.

Service providers may apply for admission to the panel or re-apply, in the case of Applicants who fail to satisfy the Compliance or Selection Criteria, at any point throughout the entire term of the panel.

4.2 Duration of the Panel

The panel will be established for the period of three (3) years, subject to satisfactory review of performance by the Contracting Authority.

For avoidance of doubt, the contracting authority confirms that the period of any contract awarded under the panel may extend beyond the expiry of the panel.

This panel will commence operations shortly after review of initial submissions.

4.3 Estimated Value of the Panel

The estimated total value of the any purchases pursuant to the panel is in the region of €400,000 to €750,000 (ex. VAT) over the maximum lifetime of the panel. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the panel.

4.4 Awarding Contracts under the Panel

In the case of this multi-party panel contracts will be tendered based on the following criteria:

- Ability of company to design, develop and deliver the training.
- Ability to produce and make available comprehensive, up to date course material, presentations, handouts, folders etc. for courses.
- Ability to provide as much of the course material as possible online in advance of the Training Course.
- Ability of the service provider to register the attendance and non-attendance of participants and provide details to the school/centre.
- Demonstrate assessment techniques to ensure the outputs, objectives, and content of each course are met.
- Evaluation by the service provider of the Training and provide feedback to the school/centre.
- Capacity to meet multiple Training requirements at different locations where required.
- Quality, experience, and expertise of the trainers proposed.
- Cost

The criterion for the evaluation would be:

Course Title	
Course Type	
Course Objective	
Target Participants	
Indicative Course Duration	
Maximum Participants	
Minimum Participants	
Minimum Training Instructor Qualification	
Reference to Legislation	
Accreditation	
Output	

On this basis, the most appropriate candidate will be approached and offered the assignment, where they cannot fulfil the requirement; the next appropriate candidate will be contacted and offered the assignment. Qualifying for a panel does not constitute an award of a contract nor does it indicate that any contract will be awarded.

4.5 Use of the Panel

The Contracting Authority will use this panel as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this panel.

4.6 GDPR Requirements

A Data Processing Agreement will be put in place with the provider should the need arise as part of the contract. The successful Applicant must have in place adequate and relevant procedures in respect

of physical constraints and IT systems, to ensure that information held by the successful Applicant regarding services and information provided by the centre are inaccessible to non-authorised persons. The data protection systems must be up to date and fully compliant with Data Protection Acts of 2018 and any subsequent legislative amendments or updates. The successful tenderer will be required to complete a Data Protection Questionnaire (DPQ) on appointment. The requirement for a Data Processing Agreement will be dependent on the response to the questionnaire. A copy of DPQ is attached to these tender documents for information purposes.

4.7 Review of Performance

- Successful performance will be an essential feature of work awarded under the Panel.
- Poor performance will be identified and raised with panel members and may result in termination of a contract and/or removal from the panel.
- Supplier performance will be continually monitored over the term of the panel with successful providers.
- Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

4.8 Account Management

4.9.1 Account Manager

The Contracting Authority requires Applicants 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: Applicants 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 Panel Members and delegate as required.

4.9.2 Replacement Personnel

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

4.9.3 Invoicing

Invoices shall be submitted by the successful Applicant monthly to the appropriate school/centre for all costs incurred in the preceding month. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier. LMETB will only pay on completion of services.

4.10 Right to Tender outside the Panel

The Contracting Authority intends to use the panel for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the panel for the procurement of any requirement without reference to the panel members. Admission to a panel does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract. Admission to the panel will be conditional upon acceptance of the Contracting Authority's terms and conditions.

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

4.11 Changes

It shall be the responsibility of the Applicant (in the event of success) to fulfil the obligations under the Panel, 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.

5 Detailed Scope of the Panel

LMETB is seeking tenders from interested service providers who wish to be considered for the provision of health and safety courses for LMETB students. Participants may be required to deliver Training in multiple locations for schools and centres under the remit of LMETB.

The training may be 'in house' or where a training facility cannot be provided by the relevant school/centre, the successful Participant must provide a location and deliver the training at this facility. The location will be agreed by the school/centre and the service provider in advance of the training.

However additional requirements may arise over the lifetime of the panel and schools and centres may drawdown from the panels.

Courses required will be at the discretion of the school/centre, and Applicants should note that the number of participants will vary. There is no guarantee of the actual numbers of participants to attend Training Courses.
The actual number of participants will be agreed with the service provider at time of booking.

The training requirements are set out below:

- First Aid Responder course (3 day)
- Breathing Apparatus course (BA)
- Emergency First Response course (EFR)
- Safer Patient Moving and Handling
- Paediatric First Aid
- Manual Handling
- Safe Pass

This list is non-exhaustive.

Training Group Formation and participation will be outlined by each centre at time of booking. It is envisaged that the minimum number of participants in a Training Group is five (5) and the maximum number of participants is specific to the individual Course/School requirement.

5.1 Coordination of Training

The successful service provider will be required to develop a comprehensive understanding of the work of the LMETB and agree training programme requirements with the school/centre. The service provider must be flexible to manage timescales, and the centre will give a minimum of two (2) weeks' notice to deliver a training programme however, it is envisaged that requests for training will be in advance of two (2) weeks. Should the school/centre wish to cancel a training programme, they will notify the service provider as soon as possible and endeavour to provide a minimum of five (5) working days' notice. The service provider shall not charge for training cancelled within this time frame.

If the service provider is required to cancel a programme, invoices shall not be issued to the centre. Proposed training dates must be agreed by both parties.

5.2 Delivery of Training

The successful Applicant must be able to, inter alia:

- Ensure all trainers are punctual and allow sufficient set up time prior to commencement of the scheduled start time for each programme.
- Maintain a strong focus on the objectives and outputs for each training programme in line with the LMETB needs and industry best practice, including Health and Safety legislation, HSA guidelines, codes of practice and standards and other upcoming relevant guidelines.
- Employ innovative delivery of training programmes and assessment techniques.
- All participants will be required to sign the attendance sheet, and these records will be returned to the relevant department staff.
- All correspondence, documentation and queries regarding attendees must be channelled through the school/centre.
- Training materials should be provided by the service provider to all students.

5.3 Specialist Task or Environment

Where a school/centre requires training that involves manual handling tasks/practical techniques and equipment unique to a specialised task or environment, the service provider must ensure that the trainer delivering the training programme has sufficient training, experience and knowledge appropriate to manual handling/people handling instruction required for that specialist task or environment. Specialised tasks or environments shall include but not limited to; Spinal injuries, theatre, mortuary, bariatric, emergency department, catering department, maintenance department.

The service provider must provide confirmation and name of the trainer to the school/centre in advance of the training programme delivery.

5.4 Post Delivery of Training

Within five (5) working days of programme delivery, the service provider must return all documentation sought by the school/centre which shall include but not limited to:

- Original attendance sheet signed by participants and trainers.
- Details of attendance and any non-attendees and details of full or incomplete participation or refusal/inability to participate.
- Completed training evaluation forms.
- Details of the equipment/aids used and the practical Manual/People Handling techniques explained, demonstrated and practiced during each training programme (the training programme must be specific to needs of the attendees).
- Certificates to participants on successful completion of training programme and a copy to the school/centre.

5.5 Training Programme Material

The successful service provider will produce and make available, a copy of all presentations, hand-outs and training material, certificates and templates distributed to participants. This material must be available to participants in hard-copy and accessible in soft-copy. This should be included in the price of the course or per participant.

5.6 Trainers

Service providers must note that trainers will be crucial to the effective performance of the training. Service providers should note that while the proposed trainers are required for the purposes of this competition, that additional trainers may be required to deliver these and future Services. All trainers will be required to possess appropriate and relevant experience and qualifications.

5.7 Delivery of Locations

Delivery of the courses is primarily required at schools and centres under the remit of LMETB (www.lmetb.ie)

5.8 Pricing

Applicants are required to include costs for courses on a per student basis. These costs will be used as an indicative rate. Prices for such services should be benchmarked against pricing for similar services and will be finally agreed at time of booking. It is acknowledged that prices may vary based on courses, number of participants etc.

Please complete the pricing matrix in the Tender Response Document.

5.9 Details of Contracts Arising

In addition, the panel will also be used for the following types of contracts:

- Unforeseen requirements which fall clearly within the defined scope of the panel.
- Other specifications/services may be required and purchased over the period of the panel.
- LMETB may from time to time require the successful Applicants to undertake additional services ("Additional Services").
- The Contracting Authority reserves the right to request a fixed fee for any Additional Services should it deem it expedient to do so in its absolute discretion.

5.10 Garda Vetting

Appointment of any company to the Panel may be subject to Garda Vetting of all staff who will encounter the participants during the training, and the service provider is required to comply with all directions as to local security arrangements deemed reasonably necessary by the school/centre.

6. Evaluation of Criteria

6.1 Application Requirements

The Contracting Authority is using a process like the restricted procedure for the establishment of this panel, therefore, while all interested parties may apply, only those demonstrating that they have the required level of qualifications, experience and technical capacity will have their application considered. To demonstrate eligibility, applicants are required to provide the following information.

6.2 General Information Relating to the Tender

Tenders are required to complete the general information relating to the tender in the tender response document:

- Tender Party Name (Full legal and trading name)
- Key contact name
- Position
- Address
- Key contact phone / mobile
- Key contact email
- Website if applicable
- Date of establishment

6.3 Tax Compliance

Evidence of tax compliance from the Irish Revenue Commissioners. Rule: Applicants should confirm their tax compliance status through completion of the Self-Declaration Form contained in in the Response Document.

6.4 Financial Stability

Applicants must demonstrate financial stability by providing a letter from their Accountant/Auditor confirming they have the resources to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

6.5 Insurance Requirements

Confirmation of insurances in place and commitment to put the following levels in place if successful for the contract:

Type of Insurance	**Level Required for Contract**
Employers Liability	€13,000,000
Public Liability	€6.500,000

Notation of Indemnity to LMETB

Insurance policies must indemnify the Contracting Authority for any loss incurred because of actions by the service provider. Must provide evidence of this level of cover being in place or a letter from an insurance company stating that these levels of cover may be put in place if a contract is awarded within one week of the appointment.

Rule: Applicants must confirm the types of insurance in place and agreement to levels required if successful through completion of the Self-Declaration Form contained in the Response Document

6.6 Previous Experience

Applicants will initially be assessed to determine that they have previous relevant experience in dealing with groups of participants like the proposed student body.

6.7 Quality Assurance

Details of quality assurance policies and systems and whether 3rd party certified.

6.8 Health and Safety

Applicants must confirm compliance with all Health & Safety legislation and provide a copy of their health and safety statement on request.

6.9 Environmental

Details of environmental policies and systems in place and whether 3rd party certified.

APPENDIX 1 - INSTRUCTIONS TO APPLICANTS

A.Submission of Applications

The Contracting Authority is using the electronic submission facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their tender response.

Only applications submitted to the electronic facility will be accepted. Applications submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Applicants must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the requirements of the eTenders platform. Applicants should consider the fact that upload speeds vary. To submit a response to the electronic facility, please note that you must ensure you have submitted the response completely.

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

For all up-to-date information on using eTenders, please refer to the Guidance Material on eTenders: https://www.etenders.gov.ie/epps/home.do

eTenders system usage queries are managed by eTenders Technical Support: https://www.etenders.gov.ie/epps/PrepareContactUsAction.do

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing Documents

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

(a) Log-in to the system

(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID

(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu

(e) Complete the “Association with the CfT” tab

(f) This will then provide you with a link to the “Tender” tab under the Show CfT Menu to enable you to upload your response.

European Dynamics - Welcome to eTenders

e-Procurement platform home page

www.etenders.gov.ie has context menu

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.Submitting your Response

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

If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, you have not submitted your response.

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

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

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline if they wish to be considered for the initial work to be awarded under the Panels.

Applications that are received late or via other means WILL NOT be considered for the initial work to be awarded under the Panels.

C.Queries

All queries regarding this Panel Application should be submitted via www.etenders.gov.ie . The closing date for receipt of initial queries is as per the CFT core information.

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

To 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.

European Dynamics - Welcome to eTenders

e-Procurement platform home page

D.Language

Applications may be submitted in English.

E.Sufficiency & Accuracy of Response

Applicants 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 Request to Participate.

Applicants are cautioned to check the accuracy of their response prior to submission. An application found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred to the Applicant for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

F.Cost of Preparation of Response

The Contracting Authority will not be liable for any costs, charges or expenses incurred by Applicants in the preparation of proposals or any associated efforts. It is the responsibility of the Applicant to ensure that they are fully aware and understand the requirements as laid down in this document.

Applicants will be responsible for any costs incurred by them if they are required to attend clarification or other meetings or make a presentation of their proposals.

G.Currency and Payments

The currency and invoices in which all transactions and payments under any contract will be paid, shall be Euro (€).

A schedule of payments will be agreed with the successful Applicant on foot of a successful tender. The Contracting Authority operates in accordance with the European Communities (Late Payment

Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

Note: The Contracting Authority will be rolling out e-invoicing during the term of the contract / framework and Applicants may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

H.Conflict of Interest

It will be a condition of award of any contract that any conflict of interest involving an Applicant (or Applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the Applicant and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the Applicant. The terms ‘registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001. Failure to disclose a conflict of interest may disqualify an Applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

I.Freedom of Information Acts

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

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

subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

J.Tax Clearance

It will be a condition of award of this contract and any subsequent contract that the successful Applicant(s) comply with all EU and national tax laws. Applicants are referred to the Irish Revenue web site http://www.revenue.ie/. Non-resident Applicants 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 Applicants being considered for inclusion on the panel are appropriately tax compliant by checking their status via the online system for which Applicants are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers Applicants acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the panel.

K.Withholding Tax

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

L.Irish Legislation and Law

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

M.Dignity at Work

The successful Applicant(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.

N.Clarification of Responses

The Contracting Authority is entitled, but not obliged, to seek clarification of applications / Participants.

O.Interference and Inducement to Purchase

Any effort by an applicant or Participant 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 Requests to Participate and in decisions concerning the

Award of Contract shall have their application / Request to Participate 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.

P.Notification of Application Evaluations

All applicants will be informed of the outcome of their submission following formal evaluation and any necessary clarifications. Where an applicant fails to qualify under the Panel process, they will be informed of the reasons for rejection. They are fully entitled to re-apply having addressed the issues noted.

Q.Payment

A schedule of payments will be agreed with successful applicant/Participant. 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.

R.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. Applicants/Participants should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

S.Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for participation / 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.

T.Collusive Tendering

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

U.Confidentiality

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

Any effort by the Applicant to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation, and comparison of applications and in decisions concerning the award of contracts may result in the rejection of that application/tender.

V.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 an application / tender in response to this process 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 Applicant 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 Applicant 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.

W.Anti-Competitive Conduct

Applicants' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act") which makes it a criminal offence for Applicants/Participants to collude on prices or terms in a public procurement competition.

X.Changes in Legislation

As a condition of award, it shall be the sole responsibility of the applicant/Participant (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.

1. APPENDIX 2 – THE CONTRACTING AUTHORITY'S TERMS AND CONDITIONS

See Attached Terms & Conditions