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

Request for Tender (RFT)

Title of Tender:	Provision of a Test of Professional Competence for Radiation Therapists for CORU
E-Tenders Reference ID:	
Description of Services:	
CORU is seeking qualified tenders for the provision of a Test of Professional Competence for Radiation Therapists for CORU	
Contract Value	€100,000
Key Dates:	
Issued Date	Tuesday, 17th November 2026
Closing Date/Time for Queries	Friday, 11st December at 3pm
Closing Date/Time for Tender	Friday, 18th December at 3pm
Contact for Queries:	
Via www.etenders.gov.ie ONLY	
Format for submission of Tenders– use the Tender Response Documents provided ONLY and return via:	
VIA www.etenders.gov.ie ONLY	

Table of Contents

Section One: Introduction 4

1. Overview of Tender 4

Section Two: Overview of the Contracting Authority 5

2.1. Introduction to the Contracting Authority 5

2.2. Our Mission, Vision & Values 6

Section Three: Requirements & Specifications 7

3.1. Purpose of the Test 7

3.2. Scope of the Test 7

3.3 Proposed Test Design 8

3.4 Proposed Test Format 8

3.5 Proposed Test Content 9

3.6 Proposed Test Marking Scheme 10

3.7 Key Requirements 10

3.8 Performance Review 11

Section Four: Selection Criteria 12

4.1. Compliant Tenders 12

4.2. Selection Criteria 14

4.2.1. Economic and Financial Requirements 14

Section Five: Award Criteria 17

5.1. Award Criteria Table 17

5.1.1. Minimum Scoring Requirements for Qualitative Award Criteria 18

5.2. Methodology for calculating the Ultimate Cost Score 18

5.3. Methodology for scoring Qualitative Criteria 18

5.4. Tie-Break Rules 20

5.5. Post Tender Clarification 20

5.6. Verification 20

5.7. Clarification of Abnormally Low Tenders 20

5.8. Right to Confirm Suitability 21

5.9. Presentation of Proposals 21

5.10. Standstill Period 21

5.11. Return of Signed Contracts 22

Section Six: Instruction to Tenderers 23

6.1. Important Notices 23

6.2. Compliant Tenders 25

6.3. Services Contract 25

6.4. Acceptance of RFT Requirements 26
6.5. Consortia and Prime/ Subcontractors 26
6.6. Tender Submission Requirements 26
6.7. Queries and Clarifications 27
6.8. Tendering Cost 28
6.9. Confidentiality 28
6.10. Pricing 28
6.11. Environmental, Social and Labour Law 29
6.12. Publicity 30
6.13. Registrable Interest 30
6.14. Anti-Competitive Conduct 30
6.15. Industry Terms Used in RFT 30
6.16. Freedom of Information 30
6.17. Tax Clearance 31
6.18. Conflict of Interest 31
6.19. Withdrawal from Competition 32
6.20. Site Visit 32
6.21. Insurance 32
Appendix 1: Electronic European Single Procurement Document (eESPD) 34
Appendix 2: Pricing Schedule 35
Appendix 3: Declaration as to Personal Circumstances of Tenderer & Tenderer Statement 36
Appendix 4 – Services Contract 37
Appendix 5: Confidentiality Agreement 38

Section One: Introduction

1. Overview of Tender

1.1. CORU (the "Contracting Authority") invites tenders to this request for tenders from economic operators for the provision of a Test of Professional Competence for Radiation Therapists for CORU as described in Section 3 of this Request for Tender (RFT).

1.2. This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016). If successful, any resulting contract will have a term ***Two (2) Years.***

1.3. The Contracting Authority holds the right to extend the Term for an additional period (Contract extension); with a maximum of Two (2) possible 12 Months Contract extension , under the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.4. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some €100,000 (excl. VAT) **This estimated contract value is based on circa €1,000 per test)** over the Term, but excluding possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.5. The Contracting Authority promotes a policy of fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 6.5, to explore collaboration possibilities with other SMEs or larger enterprises. Likewise, larger enterprises are encouraged, subject to paragraph 5.5, to find practical ways to include SMEs in their proposals, aiming to maximize the social and economic benefits of potential any Contracts arising from this competition. Particular attention will be given to those who emphasise both local and sustainable sourcing.

Section Two: Overview of the Contracting Authority

2.1. Introduction to the Contracting Authority

CORU is Ireland's multi-profession health and social care regulator. CORU's role is to protect the public by promoting high standards of professional conduct, education, training and competence through statutory registration of health and social care professionals.

CORU was set up under the Health and Social Care Professionals Act 2005 (as amended).

It is made up of the Health and Social Care Professionals Council and Registration Boards, one for each profession named in the Act.

The professions regulated by the Act are:

· Dietitians

· Dispensing Opticians

· Optometrists

· Medical Scientists

· Occupational therapists

· Podiatrists

· Physiotherapists

· Radiographers

· Radiation Therapists

· Social workers

· Social Care Workers

· Speech and language therapists

To protect the public a Registration Board:

· Set standards for registrants' education and training, competence, professional conduct and ethics.

· Keep a register of professionals who meet those standards.

· Approve programmes which professionals must complete to register.

· Take action when professionals on the Register do not meet the standard

2.2. Our Mission, Vision & Values

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

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

Our values are:

- We take accountability
- We work with enrichment
- We take pride and commitment
- We work with high performance levels
- We practice openness and transparency

Section Three: Requirements & Specifications

3.1. Purpose of the Test

The Radiation Therapists Registration Board is required to evaluate international applicants' qualifications and experience as attesting to the standard of proficiency required for registration as a Radiation Therapist in Ireland.

The Test of Professional Competence (ToPC) is designed to test an applicant's ability to meet the threshold Standards of Proficiency for the profession. The purpose of the test is to ensure public protection by confirming that an international applicant, once deemed eligible to apply to CORU, meets the required standard for professional practice. A passing grade in the ToPC demonstrates that the applicant has met the minimum threshold for recognition of their qualification(s) and experience and may, therefore, progress their application for registration with CORU as a Radiation Therapist.

3.2. Scope of the Test

Design and delivery of a Test of Professional Competence which assesses applicants' ability to meet the Standards of Proficiency for Radiation Therapists through a combination of written and oral assessment.

· Provision of proctored in-person testing facilities in Ireland, including:

- Delivery of a written examination
- Delivery of a structured oral (viva-style) examination conducted by an expert panel
- Scheduling and coordination of assessments
- Liaison with candidates

· Provision of candidate guidance materials, including:

- Sample questions (not reused in live assessments)
- Explanation of test format, structure, and expectations
- Optional mock assessment (at provider discretion; outside contract scope, and content must not be reused)

· Provision of a designated point of contact for CORU and candidates (does not have to be the same individual).

· Development of a robust quality assurance system ensuring validity, reliability, consistency, and fairness in the delivery of the test for both written and oral components.

· Provision of post-assessment report per candidate, including:

- Summary outcomes for each candidate

- Performance across domains

- Recommendation to the Registration Board

· Support for assessment panel processes, including coordination of panel members and secure handling of assessment materials.

3.3 Proposed Test Design

The ToPC must be designed to assess competence against all CORU Standards of Proficiency for Radiation Therapists. These Standards define the threshold knowledge, skills, and professional behaviours required for entry to the register and safe, effective practice at the point of registration. Details of the Standards or Proficiency can be found on the CORU website.

Applicants must demonstrate competence across the five domains in the Standards of Proficiency:

1. Professional Autonomy and Accountability
2. Communication, Collaborative Practice and Teamworking
3. Safety and Quality
4. Professional Development
5. Professional Knowledge and Skills

The test content must enable applicants to demonstrate competence derived from both academic learning and clinical practice experience, including professional judgement and decision-making.

3.4 Proposed Test Format

The Test of Professional Competence shall consist of two components:

1. Written Examination

Format:

- Multiple-Choice Questions (MCQs) and
- Scenario-based / case study questions

Purpose:

- Assess clinical reasoning, professional knowledge, communication, and application of practice-based learning

Duration:

- Approximately 60 minutes

2. Oral (Viva-Style) Examination

Format:

Structured questioning by an expert panel, designed to assess:

- Clinical decision-making
- Professional judgement
- Communication and reasoning
- Safe and effective practice

Duration:

- Approximately 60–90 minutes

General Requirements:

- Both components must be conducted in person in Ireland
- Assessments must be delivered by an expert panel including clinical and academic representation
- The test should be delivered a minimum of two times per year
- Estimated candidate volume: 30 -40 per annum (indicative)
- Candidates may repeat the assessment once if unsuccessful, with failed components only requiring repetition

3.5 Proposed Test Content

The ToPC must assess applicants across the five domains of the Standards of Proficiency for Radiation Therapists.

Assessment content may include (but is not limited to):

- Clinical scenario-based questions
- Patient safety and risk management scenarios
- Professionalism, ethics and governance
- Communication with patients and multidisciplinary teams
- Technical and scientific knowledge
- Research, audit, and evidence-informed practice

Domain 5: Professional Knowledge and Skills

Assessment within this domain must reflect core radiation therapy practice, including:

- Radiation biology and oncology
- Treatment planning and simulation
- Image-guided and adaptive radiotherapy
- External beam radiotherapy delivery and verification
- Brachytherapy
- Patient positioning and immobilisation
- Management of treatment side effects and supportive care
- Clinical decision-making
- Research methods and audit

This domain should be assessed holistically, reflecting overall professional competence

3.6 Proposed Test Marking Scheme

The ToPC marking structure shall be as follows:

- Component Weighting:
  - Written Examination: 50%
  - Oral Examination: 50%
  - Both components must be passed independently

Domain Mark Allocation (Total = 100 marks):

Domain	Marks
Professional Autonomy and Accountability	10
Communication, Collaborative Practice and Teamworking	20
Safety and Quality	20
Professional Development	10
Professional Knowledge and Skills	40

Pass Requirements:

- To pass the ToPC, an applicant must:
  - Achieve at least 50/100 overall, and
  - Achieve at least 20/40 in Domain 5 (Professional Knowledge and Skills)

Additional Requirements:

- Assessment must be conducted at threshold entry-to-practice level
- Domain 5 must be assessed globally based on panel judgement
- Final outcomes must be formally reported to the Registration Board
- The Registration Board retains responsibility for final decisions and appeals processes

3.7 Key Requirements

Key requirements for the test are:

1. Ability to design and provide the test within a required timeframe
   I. Test Design should be completed and submitted to CORU by end **Q1 2027.**
   II. Requirement to carry out and correct initial batch of Tests in **Q2 2027.**
2. Confirmation the person(s) responsible for design of the test questions have the appropriate qualifications and profession-specific and/or academic experience to develop assessments of the Standards of Proficiency for Radiation Therapists.

3. Confirmation of appropriate resources in terms of space, equipment, administration and professional expertise to develop and carry out the tests.
4. Communication of results and appropriate data protection measures; details should be provided in tender response on approach to data retention, storage and protection.
5. Capacity to provide tests in accordance with the specific requirements of the Registration Board as outlined in tender.
6. Capacity to process confidential information in accordance with national and European data protection legislation.
7. Robust examination policies and procedures for before, during and after assessment, for example sample questions and preparation guidelines.

3.8 Performance Review

Please note that the contract will be subject to regular review. CORU reserves the right to cancel the contract for failure to perform or unsatisfactory performance.

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

Section Four: Selection Criteria

4.1. Compliant Tenders

Only those Tenderers who have: -

a) Submitted compliant Tenders pursuant to Section 6.2 below, and

b) Declared by way of eESPD that either:

   (i) no grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations (the "Exclusion Grounds") apply to them, or

   (ii) where any such Exclusion Grounds apply, and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground, and

c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in Section 4.2 below (the "Selection Criteria"), will be awarded any contract.

Tenderers should note that where a Tenderer (Prime Contractor) is relying on the capacity of other entities (Subcontractors) for the purposes of fulfilling any of the Selection Criteria in Section 4.2 below it must:

   (i) complete and submit a separate eESPD in respect of each such Subcontractor and

   (ii) submit proof, to the satisfaction of the Contracting Authority, that each such Subcontractor will place the necessary resources at the disposal of the Prime Contractor.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in Section 4.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section [2.D] of the eESPD for this Competition.

However, notwithstanding anything to the contrary in this Section 4.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

(i) The Declarations and Statements in the TRD;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) all or any of the supporting documents specified at paragraph 4.2 below.

If a Tenderer does not provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and

(ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and

(ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

4.2. Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria specified below in Sections 4.2.1 and 4.2.2.

A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Tenderers are reminded that they may rely on the capacities of other entities in order to meet any of the Selection Criteria.

4.2.1. Economic and Financial Requirements

Tenderers must declare by way of ESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Evaluation – Pass / Fail

1. Tenderers have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.
2. Tenderers will be compliant with their social security and revenue obligations for the duration of any contract awarded.
3. Tenderers meet the minimum turnover requirement of **€100,000 (average)** over each of the last three financial years and will provide evidence from their auditors to this effect.
4. Tenderers shall provide evidence about the insurance policies specified in section 6.21 and in the below table:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Product Liability	N/A
Professional Indemnity	€ 1 million

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to

why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

In the case of the Tenderer being a consortium, this financial criterion may be fulfilled by the consortium members as a whole.

Where the Tenderer is unable, for a valid reason, to provide the documentation specified, the Tenderer must inform the Contracting Authority of the reason why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

Tenderers are encouraged to meet the minimum requirements stated in the tender documents by submitting a joint response as part of a joint venture or consortium. SMEs that consider the scope of this Competition beyond their current technical or business capacity are encouraged, subject to paragraph 1.6, to explore forming relationships with other SMEs or larger enterprises. Such collaborations enable participation in and contribution to the successful implementation of any resulting Services Contract, thereby enhancing social and economic benefits. Likewise, larger enterprises are encouraged, also subject to paragraph 1.6, to consider including SMEs in their proposals to maximise these benefits

4.2.2 Technical and Professional Ability

Evaluation –Pass/Fail

Tenderers must declare in the Tender Response Document that they satisfy the technical and professional requirement(s) set out overleaf and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must demonstrate in a clear and comprehensive manner that they have the level of experience and capacity necessary to deliver the Services required.

Tenderers must demonstrate previous experience of a minimum of 3 no. reference projects of a similar nature and provide details of organisational profile and capacity.

Tenderers must provide any supporting documentation without delay when requested by the Contracting Authority.

In order to facilitate evaluation of responses, **Tenderers must submit the above within the Tenderer Response Document (TRD)**, completed in line with instructions provided in that document.

Section Five: Award Criteria

5.1. Award Criteria Table

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

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

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks**
	30%	**300**	**180**
Design Approach and Methodology			
Description	This criterion will assess the proposed approach for the design of the test.		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**
	20%	200	120
Operational Delivery Approach and Methodology			
Description	This criterion will assess the proposed approach for the operational delivery of the test services.		
Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	50%	500	n/a
Ultimate Cost - Total Cost for Evaluation Purposes as per Form of Tender/Pricing Schedule			
Description	Tenderer's must complete the Pricing Schedule and the Form of Tender included in the TRD.		
Total Available Marks	**1,000 (100%)**		

5.1.1. Minimum Scoring Requirements for Qualitative Award Criteria

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

5.2. Methodology for calculating the Ultimate Cost Score

The following formula will be applied to the cost score:

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

Cost Score	=	Lowest Ultimate Cost / Ultimate Cost under evaluation	x	Maximum Number of Marks Available

5.3. Methodology for scoring Qualitative Criteria

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

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

5.4. Tie-Break Rules

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

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

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

5.5. Post Tender Clarification

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

5.6. Verification

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

5.7. Clarification of Abnormally Low Tenders

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

5.8. Right to Confirm Suitability

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

5.9. Presentation of Proposals

Tenderers may be required to make an in-person presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 6.8). Performance at presentations will NOT be evaluated.

5.10. Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the "Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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

5.11. Return of Signed Contracts

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

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

Section Six: Instruction to Tenderers

6.1. Important Notices

6.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

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

This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.

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

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

6.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

6.1.4 In this clause 6.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU)

2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 6.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition .

6.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.2. Compliant Tenders

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

The Contracting Authority reserves the right to reject the Tenderer's Tender Submission as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written (electronic) clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in the Contracting Authority's view, is nonmaterial or procedural.

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD") which is available to download separately from www.etenders.gov.ie. Alternatively, Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:

i. the information contained in it continues to be correct; and

ii. that they satisfy the Selection Criteria for this Competition as set out at Section 4.2 below;

(b) To submit all documentation which this RFT requires to be submitted;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the Tenderer's Statement required under paragraph 6.4, below;

(f) Not to alter or edit this RFT in any way

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

6.3. Services Contract

6.3.1. Tenderers should also note the terms and conditions of the Services Contract attached in the tender pack with this RFT.

6.3.2. Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract.

6.3.3. Tenderers may not amend the Services Contract.

6.4. Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead (where available). The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue or black ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

6.5. Consortia and Prime/ Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

6.6. Tender Submission Requirements

6.6.1. Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie (the "Electronic Platform"). Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the initial Tender Deadline (as defined in paragraph 6.6.2) has passed. Tenderers should take into account the fact that upload speeds vary. There

is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the "Submit Response" button will be disabled automatically upon the expiration of the response deadline.

6.6.2. Tender Deadline

Subject to paragraph 6.8.1 of this RFT, Tenders must be received not later than **Friday, 18th December at 3pm** (the "Tender Deadline").

6.6.3. Tenders must be submitted in English.

6.6.4. Subject to paragraph 6.14 and 6.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

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

6.7. Queries and Clarifications

6.7.1. All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on the Electronic Platform www.etenders.gov.ie. Subject to paragraph 6.8.1 of this RFT, queries must be submitted by no later than **Friday, 11st December at 3pm**

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

6.7.3. All responses to queries will be issued by the Contracting Authority via the messaging facility on the Electronic Platform www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

6.7.4. The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.

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

Deadline. Participating Tenderers will be informed of any such amendment or extension through the Electronic Platform.

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

6.8. Tendering Cost

6.8.1. All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

6.9. Confidentiality

6.9.1. All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

6.10. Pricing

6.10.1. All Tenderers must complete the Pricing Schedule in the Tender Response Document.

6.10.2. All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

6.10.3. Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.

6.10.4. Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

6.10.5. Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract.

6.11. Environmental, Social and Labour Law

6.11.1. In the performance of any Contract awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods or related services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

6.11.2. Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

6.11.3. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the Tender of the 2012 Act to the provision of the Services.

6.12. Publicity

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

6.13. Registrable Interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

6.14. Anti-Competitive Conduct

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

6.15. Industry Terms Used in RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

6.16. Freedom of Information

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

6.16.2. Tenderers are asked to consider if any of the information supplied by them in their tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

6.17. Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

6.18. Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition and/or terminating any Services Contract entered into by a Tenderer.

6.19. Withdrawal from Competition

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

6.20. Site Visit

''Not Used''

Or

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

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

6.21. Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	**€13.0m**
Public Liability	**€6.5m**
Product Liability	**n/a**
Professional Indemnity	**€1m**

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

a) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT.

b) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and

c) confirm that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

6.21.3. The successful Tenderer will, during the term of any Contract, be required to:

a. immediately advise the Contracting Authority of any material change to its insured status;

b. produce proof of current premiums paid upon request;

c. produce valid certificates of insurance upon request.

Appendix 1: Electronic European Single Procurement Document (eESPD)

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

Appendix 2: Pricing Schedule

The Pricing Schedule is to be completed in the Form of Tender section of the Tender Response Document.

Appendix 3: Declaration as to Personal Circumstances of Tenderer & Tenderer Statement

Both the Tenderer Statement & Declaration as to Personal Circumstances tender documents can be found in the Tenderer Response Document.

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

Appendix 4 – Services Contract

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

Appendix 5: Confidentiality Agreement

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