Bord Oideachais & Oiliúna
LUIMNIGH & AN CHLÁIR
LIMERICK & CLARE
Education & Training Board

CALL for TENDER

Establishment of a Multi Party Framework Agreement for	The Supply, Delivery, Installation and Commissioning of Equipment for Technology/Construction/Engineering/DCG in 6 Lots.
Procedure	Open Procedure OJEU
eTenders CFT ID	9552629
Issue Date	Monday 23 November 2026
Closing Date for Queries	11 January 2027@ 12:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	22 January 2027@ 12:00

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

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

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

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

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1 Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This ITT does not constitute an offer or commitment to enter into a Framework or Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement 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 of Framework being executed by or on behalf of the Contracting Authority.

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

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

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

2 Summary

Contracting Authority:	**Limerick and Clare Education and Training Board**
Nature of procurement:	**The Supply, Delivery, Installation and Commissioning of Equipment for Technology/Construction/Engineering/DCG in 6 Lots.**
Type:	**Goods**
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3 About the Contracting Authority

Limerick and Clare 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 counties Limerick and Clare and is one of 16 ETBs established under the Education and Training Boards Act 2013. The remit of Education and Training Boards, as statutory providers of education, is the provision of a comprehensive range of quality education programmes to meet the needs of the community we serve. These can include, Primary and Post Primary Education, Post Leaving Certificate Programmes, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education.

For more information on ETBs and ETBI go to www.etbi.ie

4 Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-supplier framework agreement for Supply, Delivery, Installation and Commissioning of Equipment for Technology/Construction/Engineering/DCG in 6 Lots.

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This competition for Limerick and Clare Education and Training Board will result in the creation of a Multi– Supplier Framework Agreement for an initial 2 year period from contract signing with an option to extend for 12 months x 2.

Any future changes, additions or revisions to Department of Education & Youth equipment lists or the Technology/Construction/Engineering/DCG Subjects curriculum during the term of this Agreement shall be deemed to fall within the scope of this Agreement and shall be supplied in accordance with its terms and conditions.

The Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

It is anticipated that where available, a minimum of 1 and a maximum of 6 members (each a "Framework Member" also referred to as a "Supplier") will be appointed to the Framework Agreement for each Lot]

4.2 Duration of the Framework Agreement

The period of the Framework Agreement will be for a maximum period of two (2) years, with the option of extending for a maximum of two (2) additional one (1) year periods, up to a total of four (4) years.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €5,000,000 (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

Funding is reliant on Department of Education (DEY) and Youth and SOLAS budget allocations.

4.4 Awarding Contracts under the Framework Agreement

Following the initial contract award under this competition, Limerick and Clare Education and Training Board may, on each subsequent occasion where it intends to award a contract under this Framework Agreement, use any of the following procedures for all Lots:

DRAW DOWN:

1. **Cascade:** Where the order value does not exceed €25,000 the Cascade method is used to call-off the Goods, the first ranked supplier will be contacted to supply the required Goods. If the first supplier is unable to supply the required Goods, is unavailable to supply the required Goods within the set time limits or in the event of

underperformance, the request to provide Goods will be automatically sent to the next Contractor on the list, in descending order.

2. **Request for Quotes:** Where the Request for Quotes (RFQ's) is used to call-off the Services, each Framework Member appointed will be contacted to receive an RFQ for values of ≥ €25,000. On each occasion that the Contracting Authority proposes to award a Contract under this Framework Agreement, the Contracting Authority shall issue a Request for Quotes (RFQ's) to each Framework Member appointed to that lot. Email is the preferred means of communication.
   The responses to the RFQ will be evaluated by the contracting Authority and the framework members who responded to the RFQ will be informed of the outcome of the RFQ by email.

   RFQ will include the deadline date and time for submissions, by which responses MUST be received. Responses received after this date and time will not be accepted.

4.5 Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

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

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

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

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

The draft SLA provided should also:

- provide samples of the management reports to the Contracting Authority you propose to employ for this project, indicating their proposed frequency;
- set out how you would communicate with other relevant stakeholders and the Contracting Authority's Finance division;
- detail your standard response times to requests received from the Contracting Authority, including your approach to urgent queries. This should also give an indication of the approximate length of time for projects based on various research methods.

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

4.6 Account Management

4.6.1 Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member and delegate as required.

4.6.2 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.

4.6.3 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs due under the contract in the preceding month. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

Schools will be issuing purchase orders on an individual site basis; therefore, multiple purchase orders may be received for delivery to multiple sites, and the successful tenderer will be responsible for managing delivery / invoicing on a site-by-site basis.

Invoices must match purchase orders – no phone/emails orders will be considered unless backed up by an appropriate purchase order.

All items required are as per the tender document, no local arrangements for changes to the items required will be accepted. Invoices can only be processed when corresponding signed delivery dockets have been received. **Under no circumstance should invoices be submitted for equipment not yet delivered. Any invoice which contains both delivered and undelivered equipment will not be processed for payment until all equipment on the invoice are confirmed delivered.**

The successful tenderer(s) should issue one invoice only for each order once all deliveries have been completed satisfactorily.

All official invoices must quote.

- Unique Invoice Number
- the Contracting Authority purchase order number
- TRN
- description of items
- delivery location
- the relevant DEY code for all equipment

Invoices which do not quote the relevant order number(s) and DEY Code will be returned to the supplier for correction.

4.7 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

4.8 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or any other factors which might arise e.g. geo political changes

5 Specification of Requirements under Framework Agreement

The framework agreement will be established on foot of this tender competition for all items listed in each lot.

5.1 Summary of Specification of Requirements

This competition relates to the Supply, Delivery, Installation and Commissioning of equipment for Technology/Construction/Engineering/DCG in 6 Lots at designated Limerick and Clare ETB sites as required. Tenderers are required to complete and sign the Declarations of Compliance with the terms of the Specification and submit as part of their tender proposal.

All products proposed in each Lot must comply with the specified standards (or equivalents) for all the products requested. Tenderers must complete the declarations of compliance contained in section 2 of the Tender Response document (Appendix 5). Limerick and Clare ETB reserves the right to request test reports, samples or certificates for products proposed any time prior to the establishment of the Framework Agreement. Tenderers are not required to provide copies of test reports or certificates as part of their tender response.

The Contracting Authority may cancel this Competition or for the avoidance of doubt, any individual Lot, at any time prior to a formal written Goods Contract being executed by or on behalf of the Contracting Authority.

Lot 1 Requirements
DoEY Applied Technology and Technology Equipment – List A & List B
Items listed as per the Department of Education & Youth Applied Technology and Technology Equipment List TECH/A/101-TECH/B/205
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3A Technical Specifications – Lot 1 Document.**

Lot 2 Requirements
DoEY Construction Technology/Wood Technology
Items listed as per the Department of Education & Youth Construction Technology/Wood Technology **List CT/A/101 to CT/A/1304**
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3B Technical Specifications – Lot 2 Document.**

Lot 3 Requirements
DoEY Wood Machining and Preparation Room
Items listed as per the Department of Education & Youth Wood Machining and Preparation Room **List WPR/101 to WPR/106**
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3C Technical Specifications – Lot 3 Document.**

Lot 4 Requirements
DoEY Junior Cycle Graphics-Graphic Design Lab
Items listed as per the Department of Education & Youth Junior Cycle Graphics Equipment **List Graph/01 to Graph/33**
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3D Technical Specifications – Lot 4 Document.**

Lot 5 Requirements
DoEY Design & Communication Graphics (DCG)
Items listed as per the Department of Education & Youth Design & Communication Graphics (DCG) **List DCG/1 to DCG/18**
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3E Technical Specifications – Lot 5 Document.**

Lot 6 Requirements
DoEY Engineering Equipment List A & B
Items listed as per the Department of Education & Youth Engineering Equipment List A & B **List ENG/A/101-ENG/B/205**
NOTE: Technical specifications for all items are as per Department of Education & Youth Specifications. **Please refer to Appendix 3F Technical Specifications – Lot 6 Document.**

5.1.1 Application of Variants

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule. Where the tenderer is in a position to offer products in excess of the minimum specification only one such product offering should be proposed. Excess aspects over the minimum specification products should be detailed in Appendix 4 (Pricing Schedule), Column K.

5.2 Delivery Locations

Delivery is required to the locations outlined in Appendix 6 – Limerick and Clare ETB Locations.

5.3 Volumes

Volumes indicated are indicative requirements for the purposes of evaluation and do not provide a commitment to purchase these quantities.

5.4 Pricing

All Tenderers must complete the **Pricing Schedule Document** (Appendix 4) to this CFT.

Tenderers MUST quote for all items within a Lot. Please note that while pricing is required for all items on a Lot the purchase of all quantities is not guaranteed. Where a price is omitted, Limerick and Clare ETB will enter a price equal to the highest price quoted in order to enable Limerick and Clare ETB to continue the evaluation process.

Prior to formal conclusion of a framework, a tenderer will be asked to confirm that they can supply missing items. The reason for this approach is to ensure maximum participation in the framework.

Where large volumes of items (over 20%) in a particular framework agreement are not priced, Limerick and Clare ETB reserves the right to deem the tender inadmissible without recourse to the process described in this section.

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

Tenderers may from time to time and for the duration of the framework agreements be required to supply and deliver ad hoc or low value items or small quantities of equipment which may incur delivery charges, in this regard, Tenderers must propose delivery rates that cover fixed charges for these requirements for the duration of the framework. Tenderers should note that the proposed charges will not be included the calculation of ultimate cost.

Tenderers must confirm that all prices quoted in the Tender will remain valid for twelve (12) months commencing from the Tender Deadline. Any price increase during the term of the contract will be subject to agreement with the Limerick and Clare Education and Training Board, evidence based and linked to the Consumer Price Index or evidence by alternative objective price points. If price increase is not agreeable the Limerick and Clare Education and Training Board reserve the right to go back to market.

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

For all items in a Lot, a single product offering should be made. Multiple product offerings for individual items will not be considered. It should be noted that Limerick and Clare ETB are interested in the best quality products for the best price, ensuring value for money.

5.5 Quality of Products and Sustainability

Technology equipment funded from public funds is subject to inspection by officers from the Department of Education & Youth. All proposed equipment shall comply fully with the specifications and be durable and safe for use in a school environment.

Tenderers are required to complete and sign the Declarations of Compliance with the terms of the Department of Education & Youth Technology Equipment lists and submit as part of their tender proposal. (See Section 2 of Appendix 5 – Tender Response Document)

All Technology equipment shall comply fully (where appropriate and relevant) with Irish and EU Safety Regulations and Standards (EN), both established and developing and including but not limited to the following:

- RoHS Directive (2011/65/EU)
- CE Markings Directive and Regulations
- Waste Electrical and Electronic Equipment Directive (2012/19/EU)
- EMC Directive (2014/30/EU) – electromagnetic compatibility
- REACH
- Directive 94/62/EC: Packaging Regulations
- Low Voltage Directive (2014/35/EU)
- Regulation (EU) 2023/988
- Regulation (EU) 2016/426 - Appliances
- Directive (2014/68/EU)
- Regulation (EU) 2023/826
- Directive (85/374/EEC)

Tenderers are required to make an active commitment to continually source and communicate to the Contracting Authority regarding the available supply of new, improved or alternative environmentally conscious products as they become commercially available.

The successful Tenderer must demonstrate a commitment to sourcing and supplying ethically manufactured products by providing proof of compliance with environmental and labour standards and providing a plan for continuous ethical improvement.

All equipment should be manufactured and finished in compliance with industry standards using sustainably sourced raw materials that will ensure high levels of durability consistent with its proposed use in a school environment.

All equipment should comply with:

- The relevant Department of Education & Youth safety standards and guidelines for the provision of Technology equipment (as appropriate).
- European electrical standards and CE markings as appropriate.
- Be fully compliant with all current Irish and EU Health and Safety guidelines and standards.

In addition, the successful tenderer will also be required to provide an electronic catalogue (in excel format) for all equipment proposed for the duration of the framework agreement.

All of the Technology equipment proposed should be accompanied by sufficient information to enable a full evaluation of the tender proposal.

Tenderers should also note the following:

- All equipment proposed should be constructed of materials that combine ease of use, ease of cleaning and low maintenance of the equipment. In this regard tenderers will be required to submit safety data sheets/technical sheets (where relevant).
- All equipment proposed should safely enhance and support the Technology education experience for the end user and meet the objectives of the school curriculum.
- All equipment proposed should comply with the highest energy efficiency standards (where relevant) and have minimum environmental impact.

On this basis the quality and safety of equipment is critical:

- Equipment to be supplied and installed should include detailed operating instructions.
- Tenderers should provide details of safety features where appropriate.

Limerick and Clare ETB reserve the right to seek samples for test purposes (where appropriate) to verify the quality of the equipment, prior to formal award decisions

Tenderers must provide confirmation that all equipment proposed meets the minimum requirements and standards specified in the Department of Education & Youth guidelines (Appendix 3A-3F).

5.6 Functionality

- All equipment items supplied should be lightweight and easy to assemble where this is required.
- All equipment items supplied should offer eco programmes (where relevant).
- All equipment items supplied should have reduced noise emission levels (where relevant).
- Safety features should incorporate (where relevant) safety locking and auto shut off features.
- Equipment capacity must be (where relevant) comparable to the requirements within that lot.

5.7 Innovation

Tenderers are required to submit innovative solutions for the supply of Limerick and Clare ETB requirements; these may include but are not limited to elements such as:

- Supply chain and packaging initiatives
- Waste management initiatives
- Initiatives to dispose of, refurbish, or recycle obsolete LCETB Technology equipment in ways that create value and support sustainable projects in local communities.

5.8 Warranties

Tenderers must provide details of manufacturer's warranties in items of equipment being supplied.

Warranties must confirm that all the proposed equipment complies with Limerick and Clare Education and Training Board requirements.

- Tenderers are required to provide details of manufacturer's warranties in respect of all equipment items where warranties are required. Warranties must cover repair or replacement equipment.
- Limerick and Clare Education and Training Board will require a quick response time to reported issues of no more than 72 hours from once call is logged by the LCETB's staff.
- Tenderers will be required to clearly outline their escalation and dispute resolution procedures including resources to be made available and their procedures for the stocking of spare parts and provision of replacement parts with comparable quality and functionality.

5.9 Packing

In all cases the supplier is responsible for the unpacking of all items on site, Limerick and Clare ETB will require the removal and environmentally friendly disposal of all packaging or waste materials (including pallets) from school sites **post-delivery and same day**. Limerick and Clare ETB supports an environmentally friendly approach to the disposal of waste materials throughout the supply chain and in this regard, Tenderers should confirm their compliance with waste disposal regulations in Ireland (Waste Management Act, 1996) and the WEEE Directive 201/19/EU.

5.10 Delivery

The Contractor must be capable of providing bulk delivery of items via pallet loads and must remove any pallets, containers or cages required at no additional cost to Limerick and Clare ETB. Minimum delivery service level requirements include:

- Delivery Note with minimum required information provided with each delivery;
- Proof of Delivery ("POD") signed by a Framework Client representative obtained for each delivery;
- Unsigned deliveries must not be left unattended inside or outside the designated delivery building.

The Contractor will provide copy PODs within a reasonable timeframe, when requested;
The Contractor will be responsible for the provision, operation and any training requirements associated with mechanical offloading, lifting or moving equipment required to expedite delivery requirements

5.11 Delivery Locations

Delivery is required to the locations outlined in Appendix 6 – Limerick and Clare ETB Locations.

- Any or all of these locations may require Technology equipment from any or all of the lots for the duration of the framework agreements.
- In addition, Limerick and Clare ETB reserves the right to use the framework requirements

for Technology equipment requirements for other Limerick and Clare ETB sites as maybe required for the duration of the framework agreements.

- Limerick and Clare ETB reserves the right to add and remove locations over the term of the Framework, subject to requirements. The inclusion of any location is not a guarantee that they will have a requirement over the duration of the Framework.
- It is anticipated that most of the requirement will arise in the post primary sector. Tenderers should note that Limerick and Clare ETB has a number of site locations in Limerick and Clare with limited access and parking.
- All deliveries must be scheduled at least 24-hours in advance with each location.
- Tenderers must outline their proposed delivery schedules for all Limerick and Clare ETB locations, along with their procedures for timely deliveries, including unpacking, installation and assembly of Technology equipment (where required), and the removal and safe disposal of all packing materials.

5.12 Lead Times

It is anticipated that where schools / centres have a need for new term goods, orders will be required to be delivered to these schools / centres prior to the new term commencing in particular for the start of the academic year in September annually. Tenderers are required to provide details of their projected lead times. A Tenderer whose proposed lead times indicate that it cannot comply with the requested timelines will not necessarily be eliminated, but this may affect the marks awarded under Criterion C. Any purchase order that has not been fully delivered within six months from the date it was issued will be Cancelled/Closed. The only exception to this policy is when a widespread or global disruption—such as a major supply chain interruption, natural disaster, or other significant event—directly impacts the supplier's ability to fulfill the order. In such cases, extensions may be considered on a case-by-case basis.

5.13 Health and Safety

The successful tenderer must agree to comply with the terms and conditions of all School/Contracting Authority policies and procedures particularly the Health & Safety Statement and Child Protection Policy. It will be a condition of contract that successful tenderers provide the Contracting Authority in advance with a signed copy of their current Health & Safety Policy.

6 Evaluation Criteria

6.1 Selection Criteria

The OPEN procedure at national level is being used by the Contracting Authority for the award of this framework agreement. While all interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

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

6.1.1 General Information relating to the Tenderer

Please provide company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

6.1.2 Legal Compliance

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

6.1.3 Financial Capacity

Please confirm that you meet the following financial requirements:

(i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
(ii) Tenders must provide information on their turnover for the past three years.
(iii) Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type[1]	Excess required
Employers Liability	**€13m**
Public Liability	**€6.5m**
Product Liability (goods only)	**€6.5m**

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

The successful Tenderer will, during the term of the Framework, be required to:

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

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

NOTE: Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) calendar days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

6.1.4 Technical Capacity

(i) Previous Contracts – Information demonstrating successful delivery of three (3) previous comparable contracts with a similar range of Technology equipment/items provided relevant to the lot/lots being tendered for in the last 3 years. Before placing of Contracts, prototypes or samples of items tendered may require to be submitted to Limerick and Clare Education and Training Board for review and approval. Where alternative Standards from non-EU countries are offered, the onus is on the supplier to prove equivalence.

(ii) Personnel - Tenderers must provide a detailed organisational chart, clearly identifying all relevant departments, divisions, and 3rd parties, if applicable.

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

(iv) Health & Safety - Details of health and safety policies and whether 3rd party certified.

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

6.1.5 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.3 (Financial). However, the Contracting Authority requires evidence via completed Tender Response Document relating to Technical Capacity Section 6.1.4. Mere confirmation **will not** be sufficient under these headings.

Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides in the Tender Response Document. Failure to supply the required information may result in elimination from detailed tender evaluation.

Prior to the award of any framework agreement / contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

6.2 Award Criteria

Only tenders meeting the selection criteria and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Responses are required through completion of the Tender Response Document (Appendix 5) and the Pricing Schedule (Appendix 4).

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Note:
The documents and the associated appendices provided by Limerick and Clare Education and Training Board must be used in preparation of your tender response - failure to comply will result in your elimination.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	40%	4,000	n/a

Tenderers are required to outline the cost of each item by completing and signing the attached Form of Tender in the Tender Response Document (Appendix 5) along with the relevant Pricing Schedule **(Appendix 4).**

- Prices must be quoted in Euro € (ex VAT)

Note: *Please indicate zero cost if no additional charges*.

	Quality, Range of Equipment offered and Warranty	20%	2000	1000

All Technology Equipment to be supplied must be durable and safe for use in an educational environment. Tenderers must demonstrate using whatever means that all items proposed meet the required specification. The technical specifications outlined in the documentation are the **minimum** required. Products proposed by the tenderers must be of the highest quality to meet the objectives of the school curriculum.

Tenderers are required to supply an electronic catalogue and reference the relevant pages. The successful Tenderer electronic catalogue will be shared with staff on our internal platforms.

Any features in excess of the minimum required must be highlighted and where relevant, will receive additional marks over and above the minimum score.

Tenderers must provide details of manufacturer's warranties for items of equipment being supplied

Tenderers must provide details of the level of warranty/guarantee provided for each of these items indicating the duration in years of warranty offered. Warranty on all of these items must either meet and or exceed the requirements specified by the DE.

Products with warranties below the specified DE levels will not be considered. Documentation in support of warranty provided must be available on request.

Tenderers must point out the key features of warranties and specifically identify any aspects of, parts, etc. exempt from the warranty.

C	Supply-Chain, Delivery, Assembly & Installation Proposals	15%	1500	750

Given the potential for supply-chain issues which can impact on price certainty, lead times and delays, it is critical that the Contracting Authority clearly understands all products within a lot where there is supply-chain vulnerability. Tenderers must identify what elements of a lot are at risk, what the risk is and how the supplier proposes to mitigate the risk through for example identifying alternative sources, maintenance of stock levels, etc.

Lead times proposed must incorporate peak delivery times and be indicated for all items within a lot as per the Pricing Document.

Tenderers must set out their proposals for delivery, assembly and installation where required in respect of all items listed for each Lot for which you are tendering, with due regard for Health & Safety and to the additional precautions necessary to prevent the spread of infection.

- The timeline and methodology from purchase order to delivery on site,
- procedure for receipt of delivery of goods to site,
- assembly and installation (where relevant) in the designated area.

In addition, Tenderers should outline their approach to sourcing suitably sustainable packaging materials that protect their product during transportation and delivery.

Tenderers should also outline their proposal for the removal and environmentally friendly disposal of all packaging from Limerick and Clare ETB sites. In the case of all items, the supplier is responsible for unpacking and storing as directed by the school contact. When using 3rd party transport providers, the obligation for this level of support will rest with the framework member who must organise attendance at site post-delivery of goods.

D	After Sales Service and Customer Care	10%	1000	500

Tenderers must nominate a Contract Manager who will be responsible for engaging with the key contact in the school/centre and for ensuring that all issues impacting on delivery of a quality service are managed in an effective manner. The successful tenderer will be responsible for maintaining full information on all equipment supplied and providing reports on a Quarterly basis. Samples of the key information available in these reports must be provided.

Tenderers must provide full details of company policy regarding returns where items that are delivered may have been damaged and/or faulty, including turnaround times for replacement items.

E	Environmental Considerations	15%	1500	750

Tenderers should provide a brief overview to demonstrate how their organisation currently strives to provide social added value and/or reduce their environmental impact. This should include details, which may be specific to the requirements of this CFT, of how sustainability and social considerations in all its forms might be applied across the duration of the contract and/or steps and actions your company have implemented or are putting in place for example; reducing your carbon footprint, recycling, social and diversity inclusion, community awareness and support etc.

The Contracting Authority welcomes proposals relating to initiatives offered immediately, or over the life of the framework agreement that can provide added value to Limerick and Clare ETB.

Initiatives may include but are not limited to the following:

- Collection and disposal of existing Technology equipment
- Innovative initiatives that benefit students and the wider community
- Waste management initiatives
- Innovative supply chain initiatives. i.e. The % use of Electric Vehicles in their supply fleet.

Please refer to the following Circular for further details: **'Circular 17/2025: Updated Green Public Procurement Instructions for Public Sector Bodies'**

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

90 – 100%	**Outstanding**
80 – 89%	**Excellent**
70 – 79%	**Very good**
60 – 69%	**Good**
50 – 59%	**Acceptable**
Less than 50%	**Unacceptable**

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

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Maximum Points available for Cost	A
Lowest Cost from a Bona Fide Tender	B
Cost for the tender being evaluated	C
Formula employed	$\frac{A \times B}{C}$

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

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

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

6.2.1 Post Tender Clarification

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

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

6.2.2 Verification

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

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

6.2.3 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the

tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

6.2.4 Right to Confirm Suitability

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

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

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

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

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

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

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

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

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

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

The closing date for tenders is **[12.00 hours (Local Time) on Friday 22nd January 2027.]**

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

(b) Language

Tenders may be submitted in English.

(c) Queries

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such

notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is 7 days before Closing Date unless otherwise published by the Contracting Authority. **For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition**.

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

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

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

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

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

(d) Sufficiency & Accuracy of Tender

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

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(i) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **12 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

(j) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

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

(k) Conflict of Interest

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

(l) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its confidentiality or commercial sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under

law, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site http://www.revenue.ie/. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(n) Withholding Tax

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

(o) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005 (as amended), Data Protection Act 2018 and Official Secrets Act 1963 (as amended). Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with Irish law

(p) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(q) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

(r) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the

total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(s) Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(u) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications.

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) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) 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 ("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.

(v) Award Notices

Following the formal conclusion of the framework agreement, an award notice will be despatched to etenders announcing the results of the competition.

(w) Policy on Personal Debriefings

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

(x) Copyright

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

(y) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

(z) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(aa) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

(bb) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(cc) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(ee) Collusive Tendering

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

(ff) Confidentiality

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

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

(gg) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT 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 Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(hh) Anti-Competitive Conduct

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

(ii) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

(jj) Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communities) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

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

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the tenderer in this competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(kk)Transfer of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake 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 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) 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 TUPE Regulations.

APPENDIX 2A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework.

APPENDIX 2B – CONTRACT TERMS AND CONDITIONS

Please refer to separate files uploaded on eTenders. Available for download as a PDF document – provided for information, only to be completed by those invited to join the framework

APPENDIX 3A – TECHNICAL SPECIFICATIONS – LOT 1

Please refer to separate files uploaded on eTenders.

APPENDIX 3B – TECHNICAL SPECIFICATIONS – LOT 2

Please refer to separate files uploaded on eTenders.

APPENDIX 3C – TECHNICAL SPECIFICATIONS – LOT 3

Please refer to separate files uploaded on eTenders.

APPENDIX 3D – TECHNICAL SPECIFICATIONS – LOT 4

Please refer to separate files uploaded on eTenders.

APPENDIX 3E – TECHNICAL SPECIFICATIONS – LOT 5

Please refer to separate files uploaded on eTenders.

APPENDIX 3F – TECHNICAL SPECIFICATIONS – LOT 6

Please refer to separate files uploaded on eTenders.

APPENDIX 4 – PRICING SCHEDULE

Please refer to separate appendix uploaded on eTenders. This document must be used for pricing and must be submitted in excel format as part of your tender submission.

APPENDIX 5 – TENDER RESPONSE DOCUMENT

Please refer to separate appendix uploaded on eTenders. This document must be submitted using format provided.

APPENDIX 6 – LCETB LOCATIONS

Please refer to separate appendix uploaded on eTenders.