cetb
Bord Oideachais agus Oiliúna Chorcaí
Cork Education and Training Board

Request to Participate

Establishment of a Panel for	**The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services for the Cork Education and Training Board (Cork ETB)**
Procedure	Panel
eTenders ID	9578072
Issue Date	25/11/2026
Closing Date for Queries	06/01/2027 @ 12:00 hrs
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Initial Administrative Closing Date & Time for Applications – First Tranche	**13/01/2027 @ 12:00 hrs**
Duration of Panel	Four (4) years - will be advertised on an annual basis on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie

Please note that information relating to this invitation to participate in the establishment of a panel, 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.

Applications will be accepted throughout the lifecycle of this panel at any stage, however in order to be considered for the first tranche of contracts, applicants should apply by **13th of January 2027 at 12:00 hrs.**

Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of applications by giving notice via the eTenders platform to all parties who have expressed an interest in the competition.

Rialtas na hÉireann Government of Ireland
Arna chomhchistiú ag an Aontas Eorpach Co-Funded by the European Union
QQI Quality and Qualifications Ireland Dearbhú Cáilíochta agus Cáilíochtaí Éireann
SOLAS learning works
The project is co-funded by the Government of Ireland and the European Union.

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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.

Applicants are recommended to read the document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, 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 this document or otherwise provided by the Cork Education and Training Boards (Cork ETB) (hereinafter "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 this document, or for the information contained in this document, 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 Contracting Authority 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 shall NOT be bound to accept the lowest or any tender proposal and reserves the power to accept any part of any tender proposal, unless the bidder expressly stipulates to the contrary at the time of tendering.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information and in particular, where failure to provide the required information has already been notified to candidates as a factor which will result in their exclusion from the competition. Therefore, applicants are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

Applicants may not rely on anything contained in this document as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No enforceable commitment of any kind, implied or otherwise, or any other legal obligation in relation to the Contracting Authority will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Authority.

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

2 Summary

Contracting Authority:	Cork Education and Training Board
Nature of procurement:	Request to Participate in a Panel for The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services for the Cork Education and Training Board (Cork ETB)
Type:	Provision of Educational Services
Procedure:	Panel
Duration:	Four (4) years - will be advertised on an annual basis on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie

The Contracting Authority considers that The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services fall under Annex XIV of EU Directive 2014/24/EU (Light Touch Regime). Educational Services falls under CPV codes: 80000000 to 80660000 and includes 'Education and Training Services' (CPV code 80000000), 'Secondary Education Services' (CPV code 80200000), and 'Technical and vocational secondary education services' (CPV code 80210000). Therefore, the service is not fully subject to the provisions of Directive 2014/24/EU. Given the strategic partnership of this service, the Contracting Authority considers the creation of a Panel as the most appropriate and workable procurement process for The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services.

A Panel constitutes a means of assessing the financial and technical capacity of a number of economic operators to whom individual contracts may or may not be awarded over the Panel's duration.

The Contracting Authority is planning to run a two-stage tender process. In the initial stage, all providers who meet the Selection Criteria included in the Qualification Questionnaire Document will be admitted to the Panel.

The second stage of this competition is Contracts. Contracts will be signed by the Contracting Authority with each provider, identifying the terms and conditions including the scope of the services, costs and any other operations terms required.
The purpose of the procedure is to enable the pre-qualification of suitable parties over two (2) years. The Panel maybe terminated in its entirety at any point at the discretion of the Contracting Authority.

Depending on the number of successful panel applicants for the required services, the Contracting Authority will re-advertise this panel competition on an annual basis via www.etenders.gov.ie (subject to satisfactory performance, business needs, budget constraints and funding, all at the absolute discretion of the Contracting Authority).

3 About the Contracting Authority

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

The Cork ETB responsible for the delivery of services in Cork City and County 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 include Primary and Post Primary Education, Post Leaving Certificate Programmes, Further Education, Apprenticeships, Second Chance Learning, and Adult & Community Education.

The Cork ETB is responsible for:

- 24 post-primary schools and colleges
- 3 Community National Schools
- 4 Community Special Schools
- The Cork ETB School of Music
- CCFET Bishopstown Campus (including Westside Campus and Life Sciences Centre Carrigaline)
- CCFET Morrison's Island Campus (including CCFET West Cork Campus Skibbereen, Youghal Campus, CCFET Kinsale Campus and Macroom Centre)
- CCFET Douglas Street Campus
- CCFET Tramore Road Campus
- CCFET Mallow Campus
- Further Education and Training Centres across Cork City and County
- 2 Outdoor Education Centres
- Prison Education Service
- 12 Youthreach Centres
- 2 Creches
- Music Generation

Applicants should note that this is not an exhaustive list of education and training services and locations as both service provision and locations may change over time.

For more information on Cork ETB please go to www.corketb.ie

4 Scope of the Service Required under the Panel

The Contracting Authority proposes to engage in a competitive process for the establishment of a panel from which it will source service providers for the provision of **Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services for the Cork Education and Training Board (Cork ETB).**

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

4.1 Numbers Admitted to the Panel

There will be no maximum limit to the numbers of Applicants that can be admitted to the panel. The minimum limit per panel is one member given the nature of services required.

4.2 Duration of the Panel

The panel will be established for the period will be four (4) years, subject to satisfactory annual review of performance by the Contracting Authority.

The initial panel application process will take place via www.etenders.gov.ie.

Depending on the number of successful panel applicants for the required services, the Contracting Authority will advertise this panel competition on an annual basis via eTenders (subject to satisfactory performance, business needs, budget constraints and funding, all at the absolute discretion of the Contracting Authority).

This procedure may be cancelled at any time during this period should a new arrangement commence, which may be more effective to the Cork ETB. Should market conditions change, or alternative centralised procurement arrangements present better value for money opportunities, the panels may be terminated with 3 months' notice.

4.3 Estimated Value of the Panel

The level of expenditure cannot be guaranteed in the year. However, the estimated total value of any services pursuant to the panel will be no greater than €750,000 (excluding VAT) over the duration of this panel.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under this panel. Should additional requirements arise during the lifetime of the panel, written quotations will be sought from the successful company to ensure Value for Money.

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

4.4 Awarding Contracts under the Panel

Individual Cork ETB schools and centres will consult with panel members and select the most appropriate member(s) to provide the required services, having regard to their particular programme requirements, participant profile, location, duration, availability and cost. Admission to the panel does not constitute the award of a contract, nor does it indicate that any contract will be awarded.

4.5 Use of the Panel

The Contracting Authority will use the panel as and when requirements within its scope arise.

However, there is no obligation upon the Contracting Authority to make use of this panel. Indeed, the Contracting Authority reserves the right to operate outside of the panel at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the panel agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the panel.

4.6 Right to Tender outside of the Panel

The Contracting Authority intends to use the panel for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the panel for the procurement of any requirement without reference to the panel member. Admission to a panel 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. Admission to the panel will be conditional upon acceptance of the Contracting Authority's terms and conditions.

4.7 Review of Performance

Tenderer performance will be continually monitored over the term of the panel.

4.6 Contract Management

4.6.1 Account Manager

The Contracting Authority will take overall control of the management of the contracts. However, each school will require a single point of contact to deal with all ordering, delivery and day to day issues that might arise. Invoicing MUST be by individual school or centre on the basis of Purchase Orders issued by school/centre.

NOTE: Applicants will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities).

4.7 Fees and Inclusive Rates

Panel members shall not be reimbursed any additional costs or expenses incurred by it, or by Key Personnel in the course of providing the Services unless these are agreed in advance and in writing by the ETBs.

5 Specification of Requirements under Framework Agreement

5.1 Summary of Specification of Requirements

This competition relates to **The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services** designated Cork ETB schools 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 application.

Cork ETB fully encourages SMEs to collaborate.

The Contracting Authority wishes to appoint suitably qualified and experienced service providers for the provision of outdoor educational adventure, recreational, team-building and associated activity services.

The Panel will enable individual schools, colleges, centres and other locations under the remit of the Contracting Authority to procure outdoor educational adventure, recreational, educational and team-building activities according to their individual requirements.

Individual requirements may vary according to:

- Participant numbers;
- Age profile;
- Educational or developmental objectives;
- Type of activity required;
- Location;
- Programme duration;
- Accessibility or additional needs;
- Time of year;
- Available budget;
- Accommodation requirements;
- Catering requirements; and
- Availability.

5.2 Service Categories

Tenderers may tender for one, several or all activity categories. Tenderers are not required to provide every activity listed in this specification.

Service Categories	
Tenderers may apply for one, several or all categories. A tenderer is not required to provide every activity in a category. Each activity offered must be identified in the Activity and Pricing Schedule.	
Category A – Water Based Activities	May include: • Kayaking; • Canoeing; • Sea kayaking; • Surfing; • Stand-up paddleboarding; • Raft building; • Wakeboarding; • Open-water/lake swimming; • Water-based team challenges; and • Other comparable supervised water-based activities.
Category B – Ropes, Climbing and Height Activities	May include: • High ropes; • Low ropes/challenge courses; • Zip lining; • Aerial trekking; • Climbing; • Bouldering; • Abseiling; • Aerial obstacle/challenge courses; and • Other comparable supervised activities undertaken at height.
Category C – Land Based Adventure Activities	May include: • Orienteering; • Navigation challenges; • Archery; • Combat archery; • Bushcraft; • Mountain biking; • Cycling; • Walking/hiking; • Obstacle courses; • Tunnelling;

	• Axe throwing, where appropriate to the participant group; • Paintball • Outdoor problem-solving activities; and • Other comparable land-based activities.
Category D – Team Building and Group Activities	Activities may be designed to develop: • Teamwork; • Communication; • Leadership; • Problem solving; • Confidence; • Resilience; • Cooperation; and • Positive group participation. The programme may incorporate individual or combined land, water or adventure activities.
Category E – Residential / Multi-Day Programmes (Optional Category)	Where available: • Overnight accommodation; • Multi-day adventure programmes; • Group accommodation; • Meals/catering; • Staff/leader accommodation; • Structured day and evening programmes; and • Combination activity packages.

Tenderers may provide one or more of the service categories specified. The range of activities listed is indicative and is not exhaustive. Tenderers may propose comparable outdoor educational adventure, recreational or team-building activities that meet the overall requirements of the Contracting Authority. Individual schools/centres will select from the services available on the panel having regard to their particular programme requirements, participant profile, location, duration, availability and cost.

Tenderers must complete the declarations of compliance contained in the **Tender Response document (Appendix 2)**.

5.3 Pricing

Tenderers must complete the **Pricing Document (Appendix 3)** to this document, prices must be stated in Euro (€) currency.

Pricing is not comparatively scored at Panel establishment. Prices must be stated exclusive and inclusive of VAT, as requested, and must identify all compulsory charges.

- Instruction, supervision, specialist equipment and required PPE must be included unless expressly itemised otherwise.
- Tenderers must state minimum booking values and minimum/maximum group sizes.
- Travel or transport charges must be expressly identified.
- Accommodation, meals and optional extras must be separately itemised.
- No undisclosed compulsory charge may be applied.

5.4 Invoicing and Digital Tax Compliance

Invoices must identify the ordering school or centre, purchase order number, booking date, activity, participant numbers, agreed unit rates, VAT and any authorised additional charges. The provider must comply with the Contracting Authority's purchase-to-pay requirements.

The Revenue Commissioners have now made the EU VAT in the Digital Age (ViDA) Framework mandatory for the public sector. The Supplier shall maintain the technical capability to comply with current and future electronic invoicing and digital reporting obligations, including requirements arising from and the EU VAT in the Digital Age (ViDA) Framework any successor legislation.

The Supplier shall be capable of issuing and transmitting structured electronic invoices through the PEPPOL network and shall comply with applicable PEPPOL Business Interoperability Specifications (PEPPOL BIS), the European Standard EN 16931, and the applicable Core Invoice Usage Specification (CIUS).

Invoices shall be submitted in a structured electronic format and shall contain all information required by applicable VAT legislation, public procurement requirements and local and national CIUS specifications.

5.5 Cancellation

Tenderers must state cancellation and rescheduling terms. Any terms adopted will be subject to the final contract and must distinguish between customer cancellation, provider cancellation, adverse weather/safety cancellation and force majeure.

5.6 Participants and Users

Services may be required for different participant groups, including school learners, Further Education and Training learners, staff groups and other organised groups. The booking school or centre will identify the relevant participant profile for each requirement.

5.7 Locations

Tenderers must identify all locations from which services will be delivered and any off-site locations used. The Tenderer must disclose whether transportation between the principal facility and an activity site is included, optional or excluded.

6 Technical Specification

6.1 General Service Requirements

- Provide activities in accordance with the confirmed booking and agreed programme.
- Provide a designated booking and operational contact.
- Confirm bookings and material programme details in writing.
- Provide advance information on participant age, ability, clothing, equipment, consent, medical and other requirements.
- Provide appropriately supervised, instructor-led delivery.
- Communicate any material change, cancellation, safety restriction or rescheduling requirement promptly.
- Issue itemised invoices identifying the participating school or centre, booking date, activity, participant numbers and agreed charges.

6.2 Information Required for Each Activity

- Activity description and intended outcomes;
- Delivery location and duration;
- Minimum and maximum group size;
- Minimum and maximum age, where applicable;
- Required participant ability or prior experience;
- Swimming requirement for water-based activities;
- Height, weight, medical or other restrictions;
- Instructor-to-participant arrangements;
- Equipment and PPE supplied;
- Items participants must bring;
- Accessibility information and capacity to accommodate additional needs;
- Weather, environmental and cancellation arrangements;
- Total price and all compulsory charges.

6.3 Health and Safety

The panel members 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 applicants provide the Contracting Authority in advance with a signed copy of their current Health & Safety Policy.

At minimum, the panel members must also maintain:

- An appropriate health and safety policy;
- Activity-specific risk assessments and safe operating procedures;
- Emergency action and evacuation procedures;
- Appropriate first-aid arrangements;
- Pre-activity participant safety briefings;
- Accident, incident and near-miss recording and reporting arrangements;
- Procedures for monitoring weather, water, environmental and site conditions;
- Emergency communication arrangements;
- Processes for reporting material safety incidents to the booking school or centre.

6.4 Staff and Instructor Competence

- Personnel must be competent for the duties assigned to them.
- Where an activity has an applicable governing-body, technical or industry qualification, the Tenderer must identify the qualification relied upon and ensure relevant instructors hold current credentials.
- The provider must maintain adequate staffing and supervision for the nature of the activity, participant profile, site conditions and applicable professional guidance.
- The Contracting Authority may request evidence of qualifications, competence, training and continuing validity at any time.

6.5 Equipment and Personal Protective Equipment (PPE)

All specialist equipment and PPE supplied must be suitable for its intended use, appropriately sized where relevant, maintained in serviceable condition, and inspected in accordance with manufacturer instructions, applicable standards and the provider's documented procedures. Defective or unsafe equipment must be removed from service.

6.6 Data Protection

The Applicants must ensure that the security of Personal Data at all times is in line with the Data Protection Acts 1998 and 2003 and guidance issued by the Data Protection Commissioner of Ireland. Applicants are required to be compliant under the EU General Data Protection Regulation (GDPR) replacing the Data Protection Directive 95/46/EC, which came into effect on 25/05/2018.

6.7 Safeguarding

Where services involve children or vulnerable persons, the provider must comply with applicable safeguarding and vetting requirements and maintain appropriate policies, reporting arrangements, codes of conduct and personnel controls.

6.8 First Aid and Emergency Management

Appropriate first-aid provision must be available throughout programme delivery. Emergency procedures must address the activities and locations concerned, including access for emergency services, casualty management, evacuation and communications.

6.9 Weather and Alternative Arrangements

The provider must assess whether conditions are suitable for safe delivery. Where an activity cannot proceed safely, the provider must notify the booking contact and, where practicable, offer an appropriate alternative activity, rescheduling option or other remedy consistent with the agreed booking terms.

6.10 Accessibility and Inclusion

Tenderers must provide accurate accessibility information and identify whether activities can be adapted for participants with additional needs. Any restrictions must be clearly communicated before booking.

6.11 Facilities

- Tenderers must state the availability of toilets, changing facilities, showers, sheltered spaces, parking or set-down facilities, catering, accommodation and staff/leader facilities.
- Facilities must be maintained in a clean, safe and serviceable condition.
- Residential providers must describe accommodation capacity, room arrangements, meal options, dietary arrangements, welfare facilities, security and leader accommodation.

7 Evaluation Criteria for Admittance to the Panel

7.1 Application Requirements

The Contracting Authority is using a process similar to the OPEN procedure for the establishment of this panel, therefore, while all interested parties may apply, only those demonstrating that they have the required level of qualifications, experience and technical capacity will have their application considered.

7.1.1 eESPD

Applicants may apply for Panel Membership by submitting an application which includes an eESPD.

The eESPD must be completed in the prescribed form. Failure to provide the requested information, omission of supporting documentation and the provision of incomplete or misleading information may result in exclusion from the procurement process.

Where an Applicant is relying on the capacity of other entities (for example, sub-contractors) for the purpose of fulfilling any of the Selection Criteria as set out below, it must ensure that each such entity:

(i) Completes and submits a separate ESPD; and
(ii) When requested by the Cork ETB, submit proof, to the satisfaction of the Cork ETB, that each such entity will place the necessary resources at the disposal of the Applicant.

7.2 Selection Criteria & Exclusion Criteria

Tenderers must satisfy all applicable Selection and Exclusion requirements set out in the CFT.

A Tenderer that fails to satisfy an applicable requirement may be excluded from further consideration, subject to the provisions of the CFT and applicable procurement rules.

Selection Criteria	Evidence / Minimum Standard	Assessment
Bona Fides, Legal and business standing	Completed declarations and requested supporting information.	Pass/Fail
Economic and financial standing	Applicants must provide evidence that their combined turnover relating to the service specified in the Request to Participate in a Panel for The Provision of Outdoor Educational Adventure, Recreational, Team-Building and Associated Activity Services has exceeded €100,000 for each of the past three years (I.E –2023/2024/2025). Applicants will be required to demonstrate financial stability by providing a letter from their Auditor confirming they have the resources to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.	Pass/Fail
Tax Clearance	Evidence of tax compliance from the Irish Revenue Commissioners.	Pass/Fail

<table>
<tr><th>Selection Criteria</th><th>Evidence / Minimum Standard</th><th>Assessment</th></tr>
<tr><td></td><td>Rule: Applicants should confirm their tax compliance status through completion of the Self-Declaration Form contained in in the Tender Response Document.</td><td></td></tr>
<tr><td>Insurance</td><td>Confirmation of insurances in place and commitment to put the following levels in place if successful for the contract:
<table><tr><th>TYPE OF INSURANCE</th><th>LEVEL REQUIRED FOR CONTRACT</th></tr><tr><td>Employers Liability</td><td>€13,000,000</td></tr><tr><td>Public Liability</td><td>€6,500,000</td></tr></table>
Insurance policies should provide a Notation of Indemnity to the Contracting Authority for any loss incurred as a result of actions by the service provider. Applicants should provide evidence of this level of cover being in place or a letter from an insurance company stating that these levels of cover may be put in place if a contract is awarded within one week of the appointment.
Rule: Applicants must confirm the types of insurance in place and agreement to levels required if successful through completion of the Self-Declaration Form contained in the Tender Response Document.</td><td>Pass/Fail</td></tr>
<tr><td>Technical and professional ability</td><td>Details of two (2) relevant contracts/services completed within the last three (3) years or equivalent evidence permitted by the CFT.</td><td>Pass/Fail</td></tr>
<tr><td>Health and Safety</td><td>Applicants must demonstrate operation of health & safety systems and procedures in line with the Safety Health & Welfare at Work Act 2005 to 2014.</td><td>Pass/Fail</td></tr>
</table>

Selection Criteria	Evidence / Minimum Standard	Assessment
Data Protection	Confirmation of compliance with the Data Protection Laws and provision of written evidence of compliance when requested by the Contracting Authority.	Pass/Fail
Tenderer's Statement and Application Declaration	Must be signed by Tenderer.	Pass/Fail

7 Instructions to Applicants

7.1 Submission of Application

The Contracting Authority is using the Tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants **MUST** ensure that they give sufficient time to upload their Qualification Questionnaire. All applications submitted in soft copy **MUST** be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants **MUST** ensure electronic documents are not corrupt.

In responding to this application all applicants **MUST** follow the format of the Qualification Questionnaire and respond to each element of the Qualification Questionnaire in the order as set out in this document. Applicants **SHOULD** produce their response as a **SINGLE UPLOADED FILE**, if possible, which is clearly labelled, page numbered and indexed, with the exception of the 'Appendix 2 Pricing Schedule', which **MUST** be uploaded in Excel Format.

Applicants **MUST** ensure that they give themselves sufficient time to upload and submit all required tender documentation before the deadline for the first tranche of contracts. Applicants 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 postbox. In order to submit a document to the electronic postbox, 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.

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

The closing date for the first tranche contract applications is referenced on the title page.

It is the responsibility of the tenderer to ensure that their tender is complete.

Applications that are received via means other than eTenders WILL NOT be considered in this public procurement competition.

7.2 Queries

An application means the submission by an Applicant of a completed Qualification Questionnaire Document and associated appendices.

Applicants **MUST** ensure that they have read this document and any associated information available on www.etenders.gov.ie and in any relevant Call for Competition relating to this competition.

Applicants **SHOULD** satisfy themselves that they have all the information required to complete this stage of the procurement process.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. The Contracting Authority does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error, misstatement or omission (negligent or otherwise) in this Document or any other information given to Applicants.

Requests for additional information and clarification on any matters **MUST** be made via the Questions and Answers facility on www.etenders.gov.ie.

All clarifications/additional information will be issued via the eTenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the eTenders website.

7.3 Completing the Qualification Questionnaire Document

When completing the Qualification Questionnaire Document (included as a separate Word document), Applicants should note the following conditions:

- All questions **MUST** be completed in full and without reference to other documents or other parts of the Qualification Questionnaire Document.
- All questions **SHOULD** be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire Document is aimed solely at determining the suitability and choice of Applicants for qualification to the panel. In order to ensure that entry to the panel is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly and succinctly.
- Where a 'Rule' is associated with a particular question, Applicants **MUST** satisfy the requirements of the rule in order to remain eligible for consideration in the competition.
- Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire Document if required.
- Applicants are **NOT PERMITTED** to delete or alter wording in the word version of the Qualification Questionnaire Document.
- The Qualification Questionnaire Document **MUST** be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.
- All financial information should be denominated in Euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of

financial statements in which case it is sufficient for the information to remain in its original currency.

- Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.
- Applicants for qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality in order to enter into the contract.
- Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.
- If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single Tenderer who will assume overall responsibility for delivery, and who is authorised to sign a contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of project consortia.
- The Contracting Authority reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Qualification Questionnaire Document or to request additional information from an Applicant after the date for submission of completed Qualification Questionnaire Document has expired.
- This document is not a contract, or part of a contract, or an offer to make a contract. The Contracting Authority have no obligation to enter into a contract with any Applicant.
- Applicants are strictly prohibited from discussing any aspect of their application to the Qualification Questionnaire Document with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.
- The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its application or otherwise. Furthermore, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

7.5 Evaluation of Applications

Applications will be evaluated in accordance with the selection criteria and minimum rules specified in the Qualification Questionnaire Document.

7.6 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their applications to assist in its evaluation of applications.

However, it is stressed that the Contracting Authority will not seek clarification where any of the pass requirements set out in the Qualification Questionnaire Document have not been met.

Therefore, Applicants should pay particular attention to ensure that their applications contain all the required information as even small administrative errors (such as failure to sign or date a declaration) will not be clarified by the Contracting Authority where the required information forms part of the pass requirement.

7.7 Interference

Any effort by the Applicant 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 Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

7.8 Inducement to purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

(a) If the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or

(b) If like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

7.9 Currency and prompt 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 Euro (€). All prices and rates quoted should be exclusive of Value Added Tax (VAT).

Payments will be as agreed with the successful applicants and method of payment used by the Contracting Authority is normally Electronic Funds Transfer (EFT).

The Contracting Authority may roll out e-invoicing during the term of the contract and Tenderers may be required to issue their invoices to the sector in an e-invoice format that is compliant with the PEPPOL directive.

7.10 Confidentiality

The distribution of the Procurement Documents is for the sole purpose of obtaining applications. The distribution does not grant permission or licence to use the documents for any other purpose. Applicants are required to treat the details of all documents supplied in connection with the application process as private and confidential.

7.11 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the applicant and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the panel. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

If the Contracting Authority determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Applicant has demonstrated to the reasonable satisfaction of the Contracting Authority that appropriate safeguards and measures to manage the conflict have been put in place, then the Contracting Authority may decide to take no action. The Contracting Authority may, in its absolute discretion, decide to terminate the contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Applicant to the Authority, either before the contract was awarded or where an actual or potential conflict arose during the contract and was not brought to the attention of the Contracting Authority.

7.12 Anti-Competitive conduct

Applicants' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Applicants to collude on prices or terms in a public procurement competition. Applicants who endeavour to influence, collude, induce or interfere in any way with the evaluation process, any award decision or the procurement competition generally may have their submission rejected. The Contracting Authority reserves the right to reject any tender proposal which it considers to be anticompetitive.

7.13 Freedom of Information Act

Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

The nature of the documentation may then be taken into account by the Contracting Authority in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Applicants. Applicants should note that on conclusion of a contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

7.14 Data Protection Legislation

"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"), the Data Protection Acts 1988 to 2018, any relevant amendments, transpositions, successors or replacements to those laws referred to in force from time to time, any national implementing legislation, secondary legislation (including European Commission decisions) and binding EU and national guidance, any other applicable data

protection laws of any other jurisdiction 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 Controller (where 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 Applicant in response to the Document.

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

The terms “Data Controller”, “Data Subject”, “Personal Data” and “Processing” shall have the same meanings as in Data Protection Law and “Processed” and “Process” shall be construed in accordance Page 14 of 36 with the definition of “Processing”. The categories of Personal Data that shall be subject to terms of this Section 5.12 shall consist of such Personal Data (including sensitive personal data (or “special categories” of personal data) disclosed by the Contracting Authority to the Applicant from time to time or which is otherwise received by the Applicant in the course of providing Services and such Personal Data shall be limited to what is necessary in order for the Applicant to perform the Services in question. The purposes of such Processing shall be solely for the provision of the Services or per the Contracting Authority’s instructions from time to time.

The Applicant agrees that to the extent that it Processes Personal Data for or on behalf of the Contracting Authority, it is subject to and agrees to comply fully with Data Protection Law.

In respect of the processing of Personal Data by the Applicant or its staff under or in connection with the Panel Agreement, the Applicant shall, and shall procure that its staff shall:

(a) Only process the Personal Data to the extent required to provide the Services in accordance with the terms of the panel or otherwise in accordance with documented instructions of the Contracting Authority from time to time;
(b) Promptly comply with any request from the Contracting Authority requiring the Applicant to amend, transfer or delete any Personal Data;
(c) Implement appropriate technical and organisational measures to:

1) protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure which

measures shall be in accordance with the requirements of Data Protection Law including, without prejudice to the generality of the foregoing, Article 32 of the General Data Protection Regulation 2016/679 the "GDPR"; and

2) comply with Data Protection Law;
3) ensure that all staff engaged in the provision of the Services are bound by confidentiality obligations and shall further ensure that such staff are made aware of and observe the Applicant's obligations under this Panel Agreement with regard to the security and protection of Personal Data;
4) not do or permit anything to be done which might cause the Contracting Authority in any way to be in breach of Data Protection Law;
5) provide written evidence of the Applicant's compliance with Data Protection Law as may be requested by the Contracting Authority from time to time;
6) cooperate and assist, as requested by the Contracting Authority, and put appropriate technical and organisational measures in place to enable the Contracting Authority to comply with any exercise of rights by a Data Subject under Data Protection Law in respect of Personal Data processed by the Applicant under the Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);
7) not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of the Contracting Authority (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of the Contracting Authority, is required in order to lawfully effect any such transfer of Personal Data);
8) inform the Contracting Authority, prior to processing the Personal Data, in the event that the Applicant is required by EU or Irish law to transfer the Personal Data outside the EEA, of that legal requirement;
9) subject to the Contracting Authority giving the Applicant reasonable notice (except where an urgent audit or inspection is required to investigate a breach or suspected breach or where required by the Data Protection Commission), the Applicant agrees to allow for and contribute to audits, including inspections of its data processing facilities, by the Contracting Authority, or an auditor appointed by the Contracting Authority, in order for the Contracting Authority to verify the Applicant's compliance with its obligations under this Section 5.12;
10) cease processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, the Services to which it relates and as soon as possible thereafter, at the Contracting Authority's option and request, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Applicant shall confirm in writing that this sub-clause has been complied with in full. The provisions of this sub-clause shall not apply to the extent the Applicant is obliged by applicable law in force in Ireland or in the EU to keep copies of the Personal Data.

The Applicant shall notify the Contracting Authority as soon as reasonably practicable:

(a) In any event within twenty-four (24) hours of receiving any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;
(b) Of receiving any request directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by the Contracting Authority to do so; and
(c) Of receiving any correspondence, notice or other communication whether orally or in writing from the Data Protection Commission or any other regulator or person, relating to the Personal Data.

Without prejudice to the other provisions of this Section 5.12, if the Applicant or any of its staff becomes aware of any Data Protection Incident, then the Applicant shall promptly and without undue delay (but in any event within twenty-four (24) hours of discovery) notify the Contracting Authority by telephone and by email. The Applicant shall, at no additional cost to the Contracting Authority, provide the Contracting Authority with all resources, assistance and cooperation as are required by the Contracting Authority for the Contracting Authority to notify the Data Protection Commission of a Data Protection Incident and for the Contracting Authority to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for the Contracting Authority to notify the relevant Data Subjects of such Data Protection Incident, as applicable. For the purposes of this sub-clause, “Data Protection Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

The Applicant shall, at no additional cost to the Contracting Authority, provide the Contracting Authority with all resources and assistance as are required by the Contracting Authority for the Contracting Authority to discharge its duties pursuant to Articles 35 and 36 of the GDPR including, but not limited to, promptly at the request of the Contracting Authority providing information in respect of any data protection impact assessment which the Contracting Authority conducts.

The Applicant may only authorise a third party (a “Sub-processor”) to Process the Personal Data being processed for or on behalf of the Contracting Authority with the prior written consent of the Contracting Authority and provided that:
(a) The Sub-processor's contract is on terms which are substantially the same as those set out in this Section 5.12;
(b) The Sub-processor will be subject to the same obligations as those which the Applicant is subject to under this Section 5.12; and
(c) The Sub-processor’s contract insofar as it relates to the Services or any part thereof terminates automatically on termination of the Agreement for any reason.

Where the Applicant appoints or otherwise uses the services of a Sub-processor, the Applicant shall be fully liable to the Contracting Authority for the performance, acts and

omissions of such Sub-processor. Nothing in this Section 5.12 shall relieve the Applicant of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.

The Applicant agrees and warrants that the technical and organisational measures referred to in this Section 5.12 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.

7.15 Withholding Tax

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

7.16 Tax Clearance Certificate

It will be a condition of any contract that the successful Applicant(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information.

By supplying these numbers, the successful Applicants acknowledge and agree that the Contracting Authority has the permission of the successful Applicants to verify its tax cleared position online. Prior to the award of any contract arising out of this competition, the successful Applicant shall be required to supply its Tax Clearance Access Number and Tax Reference Number, where relevant, to facilitate online verification of their tax status by the Contracting Authority or to provide a copy of their Tax Clearance Certificate (where applicable). By supplying these numbers, the successful Panel member, acknowledges and agrees that the Contracting Authority has the permission of the successful panel member to verify its tax cleared position online.

7.17 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in delivering contracts awarded to the Contracting Authority.

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

7.18 Correction of errors

In general, the following approach will be applied to manifest errors:
• Where there is a discrepancy between the hard copy and the electronic copy of the submission, the hard copy will take precedence.
• Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
• 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.

7.19 Change in the composition of the Qualification Questionnaire Document

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

7.20 Notification of evaluations

All Applicants will be informed of the outcome of their application following evaluation and any necessary clarifications. Potential outcomes can be:
(a) Letter of Intent of admittance to panel.
(b) Letter of regret.

7.21 Policy on personal debriefings

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

7.22 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 that the existing personnel in terms of qualifications and experience.

7.23 Copyright

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

7.24 Brand names

Please note in relation to this 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”.

7.25 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.

APPENDIX 2 – TENDER RESPONSE DOCUMENT

Please refer to separate appendix uploaded on eTenders. This document is available to download as a separate document in Word format.

APPENDIX 3 – PRICING DOCUMENT

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 response submission.

End of Document.