



REQUEST FOR QUOTATION

FOR AGGREGATE SPEND UPTO €50,000 (Excl. VAT)

Subject of Quotation	
Provision of Services for the Co-ordination and Delivery of the Student Enterprise Programme for the Local Enterprise Office Kildare for the academic year 2026-27	
Key Dates	
Issue Date	2 nd July 2026
Closing Date for Queries	16 th July 2026 at 12 noon
Closing Date for Quotations	23 rd July 2026 at 12 noon
Contact for Queries	
localenterprise@kildarecoco.ie	
Format for submission of quotations – use the <u>Quotation Response Document</u> provided	
Submission to localenterprise@kildarecoco.ie	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Kildare County Council's Local Enterprise Office, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our website www.localenterprise.ie/kildare

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to encourage participation by Small and Medium Enterprises (SMEs) in this competition.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

2. SCOPE OF REQUIREMENT

2.1 Specification of Requirements

The Contracting Authority requires the provision of services to facilitate, coordinate and deliver the Student Enterprise Programme (SEP) in secondary schools across County Kildare.

This includes the delivery of programme supports, training and workshops for second-level students, primarily Transition Year (TY), in preparation for the County Final (estimated February/March 2027) and subsequent National Final (estimated May 2027).

The Contract is expected to commence in or around September 2026, in line with the academic school year, and will run for the duration of the 2026–2027 academic year.

There are 29 secondary schools within County Kildare, many of which operate a Transition Year programme. Wherever Transition Year is in place, participation in the Student Enterprise Programme is actively encouraged. The successful tenderer will be required to deliver services across participating schools, with programme uptake varying by school and academic year.

The Programme Aim and Key Objectives set out below underpin the delivery requirements outlined in Section 2.1.1.

Programme Aim:

The aim of the Student Enterprise Programme is to provide an engaging and practical experience of enterprise education to Transition Year students across secondary schools in County Kildare, enabling them to develop an understanding of entrepreneurship and the potential for future business creation.

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In addition, the programme seeks to provide opportunities for junior cycle students to engage with enterprise education through the provision of appropriate support materials and resources for both teachers and students

Key Objectives:

- To promote and encourage entrepreneurship across all secondary schools in County Kildare through effective engagement, promotion and programme delivery
- To achieve a participation rate of at least 90% in the Student Enterprise Programme by secondary schools with a qualifying Transition Year programme
- To support the development of high-quality mini-company entries to the County Finals in February/March 2027 that demonstrate creativity, innovation and business understanding
- To maintain and, where possible, increase participation levels in the County Final competition
- To ensure that all participating students experience a positive and meaningful engagement with enterprise, regardless of progression to competition final stages
- To provide ongoing support and encouragement to teachers involved in delivering enterprise education within schools in County Kildare
- To develop and maintain strong relationships with school leadership, including Principals and Transition Year Coordinators, to foster long-term engagement with the programme and encourage enthusiasm for entrepreneurship within each school
- Programme delivery shall be undertaken primarily on-site within participating secondary schools, in accordance with Section 2.1.1.3 (Programme Delivery – Workshops), and will also include the organisation and delivery of a centralised County Final event at a venue to be confirmed by the Contracting Authority, in accordance with Section 2.1.1.6 (County Final Event Delivery)

Programme Timeline and Key Milestones:

The [Student Enterprise Programme](#) shall be delivered in line with the academic calendar and key milestones of the programme.

The successful tenderer shall ensure delivery of the programme in accordance with the following indicative timeline:

- **September:** Programme launch, school engagement and registration, and commencement of in-school workshops
- **October / November:** Delivery of in-school workshops and ongoing engagement with participating schools
- **December:** Support for participation in school-based enterprise activities, including Christmas fare where applicable
- **January / February:** Support for submission of Business Reports and preparation for competition stages
- **March:** Organisation and delivery of the County Final event

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- **May:** Support to the County Final winning team in preparation for and participation in the National Student Enterprise Programme competition

The above timeline is indicative and may be subject to adjustment by the Contracting Authority in consultation with the Coordinator.

The Coordinator shall ensure that all programme milestones and deadlines, as agreed with the Contracting Authority, are achieved in accordance with the Programme Timeline.

Contract Duration and Extension

The Contract shall apply for the 2026–2027 academic year. The Contracting Authority reserves the right, at its sole discretion, to extend the Contract for up to two additional academic years, being 2027–2028 and/or 2028–2029, on the same terms and conditions.

Any such extension may be exercised for one or more additional academic years, up to a maximum of two years, subject to satisfactory performance by the successful tenderer, continued programme requirements, and the availability of funding.

The Contracting Authority shall not be obligated to exercise any option to extend the Contract and reserves the right, at its sole discretion, to determine whether or not any such extension will be exercised.

2.1.1 Role of the Coordinator

The Coordinator shall be responsible for the planning, coordination, delivery and evaluation of the Student Enterprise Programme (SEP) across secondary schools in County Kildare.

The responsibilities of the Coordinator are outlined below:

2.1.1.1 Programme Management & Administration

The Coordinator shall:

- Promote the Student Enterprise Programme across all secondary schools in County Kildare and seek to maximise participation
- Engage with schools to support recruitment for both the current and subsequent academic years
- Develop and maintain strong relationships with school principals, teachers and relevant stakeholders
- Collate and maintain contact details for all participating schools, teachers and classes
- Maintain accurate student participation numbers and programme statistics
- Ensure that all required support materials are made available to schools at the commencement of the programme

2.1.1.2 Communication & Ongoing Support

The Coordinator shall:

- Act as the primary point of contact between LEO Kildare and participating schools
- Maintain regular communication with teachers throughout the programme
- Provide ongoing support and updates to both teachers and students
- Ensure that all participants are informed of key dates, deadlines and programme requirements
- Ensure that all communications with schools, students, teachers and other stakeholders are conducted in a professional manner and explicitly state that such correspondence is being undertaken on behalf of Kildare County Council, Local Enterprise Office

2.1.1.3 Programme Delivery – Workshops

The Coordinator shall be responsible for the delivery of in-person workshops within participating secondary schools across County Kildare in accordance with the requirements of the Student Enterprise Programme. Workshop delivery shall be carried out on-site within participating schools, as outlined in Section 2.2 (Delivery Locations), and in line with the Programme Timeline and Key Milestones (Section 2.1).

This shall include, but not be limited to, the following:

- Delivery of one “Kick Start” workshop in each participating school, focused on idea generation and market research
- Delivery of two follow-on workshops per participating class:
 - Sales and Profits (to be delivered prior to Christmas)
 - Business Report preparation (to be delivered in January)
- Supporting and coordinating opportunities for students to engage in enterprise activities, including the organisation of a Christmas fare or similar sales event for participating students, to be held in late November or early December, with exact date(s) and location(s) to be determined in consultation with the Contracting Authority

Delivery Standards and Requirements

The Coordinator shall:

- Ensure that all workshops are delivered in a structured, engaging and age-appropriate manner, aligned with the objectives of the Student Enterprise Programme
- Tailor delivery methods, where appropriate, to reflect the different needs and environments of participating schools and students
- Provide clear guidance to students on the development of viable, original and innovative business ideas, consistent with programme objectives
- Ensure that workshop content supports students in progressing their business ideas from concept through to competition stage

Attendance and record-keeping requirements relating to workshop delivery are set out below in Section 2.1.1.4.

2.1.1.4 Monitoring, Reporting & Evaluation

The Coordinator shall:

- Maintain workshop schedules and attendance/sign-in records for all workshops delivered in each participating school
- Ensure that sign-in sheets are completed accurately and retained as evidence of student attendance
- Provide copies of attendance records to LEO Kildare
- Provide regular progress reports to LEO Kildare
- Track participation levels and programme performance
- Conduct a full evaluation of the programme with teachers at the end of the academic year
- Promote continued participation in the programme in subsequent years
- Ensure that appropriate procedures are in place to verify that all required parental/guardian consent has been obtained prior to student participation, and that all relevant consent forms (particularly for participants under the age of 16) are obtained, completed and securely retained in accordance with applicable data protection and safeguarding requirements
- Ensure that any personal data collected in the course of programme delivery (including attendance records and contact details) is processed, stored and handled in compliance with applicable Data Protection legislation
- Provide evidence of consent and associated documentation to LEO Kildare

2.1.1.5 Competition Administration (County Final Process)

The Coordinator shall be responsible for supporting the administration and coordination of the Student Enterprise Programme (SEP) County Competition.

This shall include, but not be limited to, the following:

- Encourage and support schools to submit entries to the Student Enterprise Programme (SEP) County Competition
- Issue and collate competition entry forms
- Liaise with schools to ensure timely submission of Business Reports and all required supporting materials
- Review all competition entries prior to submission to the judging panel to ensure completeness and compliance with competition requirements

Originality and Authenticity of Entries:

The Coordinator shall:

- Review all entries to ensure that submissions represent ideas, products or services that have been genuinely conceived, developed and progressed by the students themselves
- Take reasonable steps to identify and address entries which:
 - consist primarily of rebranded, resold or pre-existing products sourced from third parties
 - replicate existing products, services or business concepts without meaningful development, differentiation or added value by the students
 - do not demonstrate clear evidence of student-led ideation, design, development or value creation
- Ensure that all entries demonstrate an appropriate standard of quality consistent with the objectives of the Student Enterprise Programme, and are cognisant of and aligned with the official SEP marking scheme, including key areas such as innovation, product/service development, market research, marketing, sales, financial awareness and overall business presentation (as further detailed in the [National Student Enterprise Programme marking scheme](#))
- Ensure that all entries demonstrate evidence of commercial activity, including the ability to generate sales within the lifetime of the programme and an understanding of the sales process, pricing and customer engagement
- Where appropriate, seek clarification or additional information from schools or participants to demonstrate the development process underlying the entry
- Escalate any concerns regarding originality, authenticity or eligibility of entries to LEO Kildare prior to progression to the judging stage

The Contracting Authority reserves the right to exclude any entry deemed not to meet the originality and authenticity requirements of the programme.

Preparation for Judging:

- Collate and organise all eligible entries for presentation to the judging panel
- Ensure that only entries meeting the competition requirements progress to the judging stage
- Brief the judging panel on the scoring methodology and competition criteria
- Provide support to the judging panel throughout the evaluation process

2.1.1.6 County Final Event Delivery

The Coordinator shall support the planning, organisation and delivery of the Student Enterprise Programme (SEP) County Final event, in consultation with LEO Kildare, at a centralised venue as determined by the Contracting Authority following contract award, and in accordance with the delivery and location requirements set out in Section 2.2 (Delivery Locations)

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This shall include, but not be limited to, the following:

- Supporting the coordination and logistical planning of the County Final event in advance
- Acting as Master of Ceremonies (MC) for oral presentations, where required
- Assisting with the set-up and take-down of the event venue, subject to advance agreement with the venue provider
- Overseeing the efficient and orderly running of the event on the day
- Coordinating and collating competition results in accordance with the agreed judging process
- Providing on-the-day support to participants, judges and representatives of LEO Kildare, as required
- Providing ongoing support to the County Final winning team and school in advance of, and during, the National Student Enterprise Programme competition, including ensuring that all requirements, submissions, timelines and presentation elements are met, supporting participation at the event, including on-the-day coordination and guidance where required, and liaising with relevant stakeholders as required.

All activities shall be carried out under the direction and in consultation with LEO Kildare. The delivery of the County Final event shall form part of the overall programme delivery and shall be considered a key component in determining the satisfactory completion of the Contract.

Financial and Governance Arrangements

All costs associated with the County Final event shall be managed by LEO Kildare. The Coordinator shall not incur any costs directly in relation to the event without the prior approval of LEO Kildare.

All quotations, procurements and payments relating to the event shall be subject to the approval and processing arrangements of LEO Kildare.

2.2 Delivery Locations

Delivery of the Student Enterprise Programme will take place across two primary delivery settings within County Kildare:

- Delivery within participating secondary schools across the county; and
- Delivery of a centralised County Final event at a designated venue.

School-Based Delivery

Programme delivery activities, including workshops and engagement with students and teachers, shall be carried out primarily on-site within participating secondary schools across County Kildare, as outlined in Section 2.1.1.3 (Programme Delivery – Workshops).

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There are 29 secondary schools within the county, many of which operate a Transition Year (TY) programme. Wherever Transition Year is in place, participation in the Student Enterprise Programme is actively encouraged.

The successful tenderer will be required to deliver services across participating schools throughout the county. The number of participating schools and level of engagement may vary in any given academic year, depending on programme uptake.

Tenderers should ensure that adequate resources and flexibility are in place to facilitate delivery across multiple school locations.

County Final Event Location

In addition to school-based delivery, the successful tenderer will be required to support the organisation and delivery of the County Final event at a centralised venue, as outlined in Section 2.1.1.6 (County Final Event Delivery).

The location of the County Final event will be determined by the Contracting Authority following contract award.

2.3 Pricing

Economic operators must complete all required inputs in the pricing schedule detailed in the Quotation Response Document to remain eligible in this competition.

Any alteration or amendment to the pricing schedule may result in that economic operator's bid being rejected.

For the purposes of clarity, pricing in the Quotation Response Document should be structured as follows:

- The "Programme Preparation and Administration Fee" shall apply to all services outlined in Sections 2.1.1.1, 2.1.1.2, 2.1.1.4, 2.1.1.5 and 2.1.1.6.
- The "Delivery Fee per School" shall apply solely to the delivery of workshops as outlined in Section 2.1.1.3 (Programme Delivery – Workshops)

Economic operators should ensure that all costs associated with the delivery of services are included within the appropriate pricing category. No additional costs will be payable unless expressly agreed in advance with the Contracting Authority.

2.3.1 Payment Structure

Payment under the Contract shall be made in accordance with the following provisions:

Programme Preparation and Administration Fee

The Programme Preparation and Administration Fee shall be paid in three staged instalments, each representing 33% of the total fee, linked to the achievement of key programme milestones as set out in section 2.1 - Programme Timeline and Key Milestones. They are as follows:

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- The first instalment shall be payable upon satisfactory completion of the initial programme phase, including school engagement, registration and delivery of in-school workshops in accordance with the September – November milestones
- The second instalment shall be payable upon satisfactory progression of programme delivery, including support for enterprise activities such as Christmas Markets, completion of in-school delivery, and submission of Business Reports in line with the December – February milestones
- The final instalment shall be payable upon satisfactory completion of the programme, including the organisation and delivery of the County Final event and the provision of support to the County Final winning team through to their participation in the National Student Enterprise Programme competition

Payment of each instalment shall be subject to confirmation by the Contracting Authority that the relevant programme milestones have been achieved in accordance with the Contract, including the requirements set out in Sections 2.1.1.1, 2.1.1.2, 2.1.1.4, 2.1.1.5 and 2.1.1.6.

Delivery Fee per School (Workshops)

The Delivery Fee per School shall be paid in arrears. Payment shall be made only upon:

- completion of workshop delivery in each participating school in accordance with Section 2.1.1.3; and
- submission of supporting documentation demonstrating delivery and attendance, including completed sign-in sheets, in accordance with Section 2.1.1.4.

Where workshop delivery is incomplete, or where the required supporting documentation has not been provided, the Contracting Authority reserves the right to withhold payment in respect of the relevant school(s).

General Payment Conditions

Payment shall be conditional upon the satisfactory performance of the services and compliance with all requirements of the Contract, as determined by the Contracting Authority.

The Contracting Authority reserves the right to reduce or withhold payments where services are not delivered in full or in accordance with the specification.

2.4 Review of Performance

The performance of the Coordinator under this Contract shall be assessed by the Contracting Authority with reference to the delivery requirements set out in Sections 2.1.1.1 to 2.1.1.6.

This shall include, but not be limited to:

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- Delivery of workshops within participating schools in accordance with Section 2.1.1.3
- Compliance with monitoring, reporting and documentation requirements as outlined in Section 2.1.1.4
- Programme coordination and stakeholder engagement as outlined in Sections 2.1.1.1 and 2.1.1.2
- Successful planning, organisation and delivery of the County Final event as outlined in Section 2.1.1.6

Performance shall be monitored on an ongoing basis, supported by reporting and documentation provided by the Coordinator as required by the Contracting Authority. The Contracting Authority may require the submission of an interim progress report at a mid-point during the programme to assess performance and delivery against the Contract requirements.

Payment under the Contract, as set out in Section 2.3, shall be conditional upon the satisfactory performance of these services.

The Contracting Authority reserves the right to withhold, reduce or adjust payments where services are not delivered in full or do not meet the required standard, including where adequate supporting documentation has not been provided.

2.4.1 Invoicing

Invoices shall be submitted by the successful economic operator in accordance with the payment structure set out in Section 2.3.

Invoices in respect of workshop delivery shall be submitted in arrears and on a per-school basis, and must be supported by appropriate documentation in line with Section 2.1.1.4.

Invoices relating to the Programme Preparation and Administration Fee shall be submitted in accordance with the agreed staged payment structure.

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 service provider.

Invoices should be submitted to localenterprise@kildarecoco.ie and Accountspayable@kildarecoco.ie

2.4.2 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract 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 contracts and be responsible for the satisfactory delivery of the services required. The duties of the contract 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 and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.

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- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

Tenderers will note that contract management activities will be non-billable

2.4.2.1 Key Personnel and Continuity of Service

In addition, the tenderer shall also nominate a suitably qualified and experienced deputy or alternative resource to the contract manager at the outset of the Contract. This individual shall be capable of supporting or assuming responsibility for delivery of the services in the event that the nominated contract manager is unavailable or unable to perform their duties for any reason.

The tenderer shall ensure that appropriate arrangements are in place at all times to maintain continuity of service and avoid any disruption to programme delivery.

Any proposed changes to the nominated contract manager or deputy shall be subject to the prior written approval of the Contracting Authority and shall comply with the requirements set out in Section 5.16 (Replacement Personnel).

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the successful economic operator emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful economic operator has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring economic operator on the basis of the terms advertised, at any time during the quotation validity period of 6 months.

2.6 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to performance concerns or matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

3. EVALUATION CRITERIA

3.1 Suitability

The Contracting Authority will only consider quotations from competent and financially sound and compliant economic operators. To this end, you are required to confirm the following by completing the self-declaration contained in the separate Quotation Response Document (QRD).

- (a) General economic operator information.
- (b) Confirmation of tax compliance.
- (c) Confirmation that the economic operator is appropriately insured.
- (d) Confirmation via declaration that the economic operator is not bankrupt, guilty of corruption, fraud, money laundering, membership of a criminal organisation, not involved in child labour and/or human trafficking and is fully compliant with all its statutory obligations.
- (e) Tenderers must confirm in writing that they will comply with Garda Vetting Procedures and be responsible for compliance with any additional vetting required by any individual school.

3.2 Award Criteria

The contract will be awarded based on a quality and cost evaluation as assessed by the Contracting Authority, who is not obliged to accept the lowest or indeed any quotation. The following criteria will be applied:

Please note that the maximum marks available is 10,000.

Criterion	Weighting	Maximum Marks	Minimum Marks
Cost	20%	2000	-
Description	Please complete the Quotation Form provided in the Quotation Response Document.		
Criterion	Weighting	Maximum Marks	Minimum Marks
Methodology	50%	5000	2500
Description	<p>Tenderers must provide a detailed methodology outlining their proposed approach to delivering the Student Enterprise Programme across secondary schools in County Kildare and the delivery of the County Final event. The methodology should demonstrate:</p> <ul style="list-style-type: none"> - A clear understanding of the programme's objectives and target audience. 		

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	<ul style="list-style-type: none"> - A structured plan for engaging schools, students, and teachers. - Innovative and inclusive delivery methods tailored to different school environments. - Mechanisms for monitoring progress, evaluating outcomes, and ensuring continuous improvement. - Plan to ensure creative and innovative concepts or business ideas are generated. - Approach to the planning and delivery of the County Final event. <p>The methodology should also include a proposed timeline, resource allocation, and risk mitigation strategies.</p>		
Criterion	Weighting	Maximum Marks	Minimum Marks
Relevant Experience	30%	3000	1500
Description	<p>Tenderers must demonstrate relevant experience in delivering enterprise education programmes or similar initiatives. This should include:</p> <ul style="list-style-type: none"> - Examples of previous work with secondary schools, youth entrepreneurship, or educational outreach. - Evidence of successful outcomes, such as student engagement, business plan development, or competition participation. - Experience working with local authorities, education stakeholders, or enterprise agencies. - Qualifications and expertise of key personnel involved in programme delivery. 		

Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

3.3 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

4 FORMAT OF RESPONSE

Economic operators are required to complete the separate **Quotation Response Document (QRD)** which contains:

- (i) General Economic operator Information
- (ii) Information regarding compliance with the Suitability Criteria – tax, insurances and declarations
- (iii) The Quotation Form for pricing information and where relevant response to the Qualitative Award Criteria.

Please ensure you read the Instructions to economic operators Quoting as detailed in Section 5.

5. INSTRUCTIONS FOR ECONOMIC OPERATORS QUOTING

5.1 Closing Date

The closing date for receipt of quotations is listed on the title page of this document. Quotations that are received late will not be considered in this competition.

5.2 Submission of Quotations

Quotations should be submitted to the email address listed on the title page of this document.

5.3 Queries

All queries regarding this quotation must be submitted via the process listed on the title page of this document. Queries should also be marked referencing the title of the procurement.

Queries should be raised as soon as possible and, in any case, at **least 3 days** before the closing date.

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.

5.4 Currency and Payments

The currency 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 VAT, with the applicable rate of VAT clearly indicated.

Payment shall be made in accordance with the payment structure set out in Section 2.3.

5.5 Confidentiality

The distribution of the quotation documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Economic operators are required to treat the details of all documents supplied in connection with the quotation process as private and confidential.

5.6 Conflict of Interest

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 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, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

5.7 Freedom of Information Acts

All responses to this Request for Quotation 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, 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 sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. 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, or to those under EU and Irish Government Procurement rules. 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.

5.8 Data Protection

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 Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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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 Tenderer in response to this Request for Quotation.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Quotation Response Document (QRD) 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 ensure that all personal data relating to student participants is processed in accordance with applicable Data Protection legislation. This shall include, where required, ensuring that appropriate parental/guardian consent has been obtained and documented for participants under the age of 16, and that such documentation is retained and made available to the Contracting Authority.

5.9 Publicity

Economic Operators shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

5.10 Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie>. Non-resident economic operators 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.

5.11 Withholding Tax

Relevant 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: +353-67-63400).

5.12 Irish Legislation and Law

Economic Operators should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. 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 Irish law.

5.13 Dignity at Work

The successful economic operator(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.

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.

5.14 Interference and Inducement to Purchase

Any effort by the economic operator 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 quotations and in decisions concerning the Award of Contract shall have their quotation 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.

5.15 Notification of Evaluations

All parties will be informed of the outcome of their proposals following evaluation and any necessary clarifications. All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

5.16 Replacement Personnel

Notification must be provided in writing (by post or electronic means) as soon as possible to the Contracting Authority in respect of any proposed change to nominated personnel.

Any such change shall be subject to the prior written approval of the Contracting Authority. Replacement personnel shall be of equal or greater qualification, experience and capability to the personnel being replaced.

Request for Quotation

The tenderer shall ensure that appropriate handover arrangements are in place to maintain continuity of service and avoid disruption to programme delivery.

All changes to nominated personnel shall be in accordance with the requirements set out in Section 2.4 in relation to key personnel and continuity of service.

5.17 Copyright

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