

REQUEST FOR TENDERS FOR THE
CREATIVE & CULTURAL SKILLNET
LEARNING PROGRAMMES DYNAMIC
PURCHASING SYSTEM (DPS)



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1 Introduction

1.1 General Notices

1. Cultural & Creative Industries Skillnet ("CCIS") managed by Furthr ("Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1 to this RFT (the "Services").
2. This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for term specified above.
3. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed services contract may amount to the value set out in the tender notice over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
4. Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, 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 Contract that may result from this Competition and therefore increase their social and economic benefits.
5. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

1.2 Important Notices

1. While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.
2. CCIS will only fund delivery of Programmes that are not already covered by another public sector funding source. CCIS may conduct verification checks to ensure that funding is not being claimed from multiple sources for the delivery of the same programmes.
3. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority. Any

notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting

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

4. This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
5. In this clause, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT. The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.
6. All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
7. All documentation, data, statistics, information, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
 1. are furnished for the sole purpose of replying to this RFT only;
 2. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 3. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 4. must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
8. Any conflicts of interest involving a tenderer must be fully disclosed to CCIS. The nature of this is that the duty to disclose rests with the tenderer especially if there is a conflict of interest in relation to any recommendations / proposals put forward by the tenderer.
9. On completion of participant registration, including payment of course fees to CCIS, CCIS pays all invoices within 30 days of the presentation of a valid invoice in line with national policy on prompt payments. Our terms apply on this contract and this is not subject to negotiation. Payments will be linked to the completion of registration including payment of course fees to CCIS in line with the Skillnet’s processes for governance, reporting and invoicing. This is non-negotiable.
10. It shall be a condition of this contract that the successful tenderer will comply with all relevant Health & Safety and Employment Protection Legislation including minimum pay and legally binding industrial or sectoral agreements.

11. The agreement will be subject to the Law of Ireland (Republic of) and the jurisdiction of the Irish courts.
12. The successful tenderer (s) will enter into a formal legal agreement with CCIS. Information provided in proposals and in subsequent discussions and written communications, prices, availability dates and services offered by the tenderers will be considered to form part of the basis of any contractual arrangements in the event of a proposal or proposals being accepted by CCIS. This agreement will consist of:
 - The original request for tender (including appendices where relevant)
 - Information provided in the response to the request for tender
 - Any clarifications communicated following the receipt of tender prior to the final evaluation process
 - Letter of appointment to the contract

No other terms and conditions may be introduced to form terms of the contract unless submitted as part of the tender.

1.2.1 Termination

In the event that CCIS considers that the successful tenderer is in serious breach of the contract due to poor performance or other issues, then CCIS reserves the right to terminate or curtail any contract issued from the DPS. In the event of a dispute then both parties will have recourse opportunities as set out in the agreement, by serving 7 days' notice in writing to the contact person. It is anticipated that in such a situation the company will have already had the opportunity to discuss the CCIS's concerns in advance of the issue of the written notice. CCIS will pay the company all monies legitimately due under the terms of the contract for the beneficial work carried out prior to the issue of the written notice. In the event of a dispute then both parties will have recourse opportunities as set out in the contract.

1.2.2 Disclaimer

By submitting a proposal in response to this request for tender, the tenderer agrees that it is satisfied on the requirements to be met and that it accepts the terms and conditions set forth including the evaluation process as set out below.

This request for tender contains no contractual offer of any kind. Any submission will be regarded as an offer by the tenderer and not as an acceptance by the tenderer of an offer made by CCIS. No contractual relationship will exist except pursuant to a written contract signed by CCIS and any successful Company(ies) for specific services. CCIS is under no obligation to appoint any Company as a result of this competition. Tenderers should note that receipt of an offer does not guarantee appointment even if that offer contains what appears to be an acceptable proposal. Submission of this request for tender will not form a commitment on the part of CCIS to deal with any party.

1.3 Compliant Tenders

1. If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
 - a. seeking written clarification from the Tenderer;
 - b. seeking further information from the Tenderer; or

- c. waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.
2. Tenderers are required:
 - a. To submit all documentation which this RFT requires to be submitted with their Tender;
 - b. To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - c. To conform to and comply with all instructions and requirements set out in this RFT;
 - d. To complete the Appendix 3 included in this Response Document.
3. Failure to comply with the clauses under this section will render the Tender non-compliant and it will be rejected.

1.4 Acceptance of Terms & Provisions of this RFT

1. Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Appendix 3. Tenderers may not amend the Services Contract.
2. Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3 of the Response Document, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

1.5 Consortia and Prime/Subcontractors

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

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

1.6 Tender Submission Details

1. Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will NOT be accepted.
2. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 10GB 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.

3. Tenders must be submitted in English.
4. Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
5. All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

1.7 Queries & Clarifications

1. All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted as long as the competition is open. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
2. All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
3. The Contracting Authority reserves the right to issue or seek written clarifications.
4. The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
5. Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

1.8 Pricing

1. All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
2. All prices quoted must be all-inclusive (i.e. including but not being limited to preparation, delivery, assessment, evaluation, follow-up, supports, administration, and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. Please note that vocational training is VAT exempt and therefore should not be charged.
3. Tenderers must confirm that all prices quoted in the Tender will be the maximum price charged per participant for the duration of any services contract signed under this Tender.
4. Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
5. Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract to this RFT.

1.9 Environmental, Social and Labour Law

1. In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that

have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2. Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
3. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

1.10 Publicity

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication and all contracting authority (CCIS) brand guidelines are adhered to.

1.11 Anti-Competitive Conduct

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

1.12 Canvassing

No canvassing is permissible during the tender process. The selection criteria have been designed to permit high levels of participation on the DPS. Canvassing may result in exclusion from the DPS and a self-cleansing period of six months before re-application is permissible.

Unwarranted or inappropriate attempts (including canvassing) to influence the decision of CCIS evaluation team by a tenderer, or by any party acting on behalf of a tenderer, will automatically disqualify the tenderer.

1.13 Industry Terms used in this RFT

Where reference is made to an accreditation in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

1.14 Freedom of Information

1. Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
2. Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider

that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

1.15 Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services

Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

1.16 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

1.17 Withdrawal from this Competition

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

1.18 Insurance

The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million

Public Liability	€6.5 million
Professional Indemnity	n/a

By signing the Tenderer's Statement at Appendix 3 of the Response Document, Tenderers confirm that, if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph

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

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

1. immediately advise the Contracting Authority of any material change to its insured status;
2. produce proof of current premiums paid upon request;
3. produce valid certificates of insurance upon request.

2 About this DPS

2.1 Introduction

CCIS is defining this DPS to establish an ongoing mechanism to enable new suppliers that meet the threshold to be added to the training panels that CCIS may wish to put in place over time. Dynamic Purchasing System (DPS) is unlike a traditional framework for the supply of goods, works or services. A DPS is **an electronic system which suppliers can join at any time**.

Appendix 1 contains the breakdown of the desired certified programmes, which address identified sectoral needs.

2.2 Lots within the DPS

Admission to the DPS will be awarded on the basis of the bidder meeting the requirements of the contracting authority. There is no maximum number of suppliers per Lot.

2.3 Selection to the DPS

1. Only companies that pass all of the Pre-qualification Selection Criteria requirements will be admitted to the DPS.
2. Companies that fail any of the Pre-qualification Selection Criteria will be permitted to resubmit their tender via the e-tenders portal once they have addressed the relevant Selection Criteria.
3. Tenders are to be submitted by the deadline outlined on e-tenders. All clarifications must be asked via the e-tenders portal. All answers will be provided via the e-tenders portal.
4. All Tenders received by the initial submission deadline of June 5th will be evaluated by the CCIS panel against the selection criteria. When the final decision has been taken, tenderers will be informed via the e-tenders platform and the DPS will be live.
5. Once the DPS is live, new applications can be submitted at any stage in line with the rules for DPS but will only be formally evaluated at six monthly intervals (subject to CCIS requirements).
6. This competition may be subject to Freedom of Information.

2.4 Responding to each Lot

A single response is required for each Lot that you wish to submit an application for. Please note the Lot specific requirements below.

The response must be submitted in the tender response document (TRD) published with this tender. No information is being sought outside the TRD document. Respondents must stick to the lengths outlined in the document as additional information will not be evaluated.

2.5 Operation of the Dynamic Purchasing System

CCIS reserves the right to amend or alter any information contained in these documents at any time. Participating tenderers will be informed of any amendments or alterations.

CCIS will from time to time identify a need for a specific training programme from those that are submitted to this DPS in which case the relevant supplier will be offered a contract to deliver that programme subject to the Viability Threshold as determined at that time by CCIS.

2.6 Compliant Tenders

Only those Tenderers that have :

1. Submitted all of the required documentation as set out in this document and in the format specified in Appendix 1
2. Completed Appendix 3 – Tenderers Statement
3. Declared by way of Appendix 4 Declaration of Bone Fides that either:
 - a. no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - b. That they satisfy the selection criteria for this Competition as set out below (the “Pre-qualification Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below. However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- completes and submits a separate Appendix 3 and Appendix 4 in respect of each such entity, and
- when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

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

- a Declaration in the form attached at Appendix 4 of the Response Document;
- evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified in this document.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is

considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

2.7 Pre-qualification Criteria

Tenderers will either pass OR fail each of the Selection Criteria in this section. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Pre-qualification Selection Criteria	Marking	Rules
Tax clearance	Pass/Fail	Must be provided
Details of relevant insurances	Pass/Fail	Must be provided
Appendix 3 – Tenderers Statement	Pass/Fail	Must be provided
Appendix 4 - Statement of bone fides	Pass/Fail	Must be provided

Tenderers and any/all members of a consortium must satisfy the pre-qualification and qualification criteria and provide proper declarations in this section. Further to this, they must comply with the following requirements.

1. Tenderers and any/all members of a consortium must have a current Tax Clearance Certificate and must provide evidence to this effect on contract award.
2. Tenderers must be compliant with their social security and legal obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence that they have adequate business insurance policies in place

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

Please provide confirmation of compliance with GDPR Guidelines & Legislation. Evidence will be required upon award.

2.8 Selection Criteria

Tenderers must, using the response document demonstrate that they have experience of providing services of a similar nature, scale and complexity to those set out in Appendix 1 of this RFT. In this regard, Tenderers must provide two (2) examples of contracts, for the provision of services undertaken in the last three (3) years. The following information must be included, in the TRD, for each contract provided by the Tenderer in response to this paragraph 3.2B:

- (a) name, address and short overview of the individual/organisation to which the service was provided;
- (b) details of the service provided by the Tenderer in the course of the contract, including the date(s) of the contract, the nature, scale and complexity of the contract, and;

(c) the extent to which the contract is comparable with the services sought under this RFT.

This criteria is assessed on a pass/fail basis.

2.9 Award Criteria

Tenders will be evaluated against the following criteria. To be admitted to the DPS, tenderers must achieve a minimum score of 60 out of 100 in each criterion. This ensures consistent quality across all proposed programmes. The total maximum score available is 100 points.

Main Criterion	Sub-Criterion	Sub-Section Points	Section Points	Minimum Section Points
CCIS Strategic Alignment & Relevance	Alignment to thematic area priorities and responsiveness to current industry trends and best practices	10	15	9
CCIS Strategic Alignment & Relevance	Demonstrated potential to create sustainable, long-term value for participants and/or the sector	5		
Content Quality & Curriculum Design	Curriculum is evidence-based, pedagogically sound, and features clearly defined learning objectives	10	20	12
Content Quality & Curriculum Design	Inclusion of practical applications, real-world case studies, and applied learning tasks to strengthen relevance	10		
Delivery Methodology	Teaching methods are well-suited to the target audience's learning needs and preferences	5	10	6
Delivery Methodology	Effective blend of learning modalities (e.g., in-person, virtual, hands-on workshops) to maximise engagement	5		
Instructor Qualifications	Instructors possess relevant professional expertise, academic qualifications, and industry-recognised credentials	5	10	6
Instructor Qualifications	Proven track record of successful teaching delivery and positive learner feedback in comparable programs	5		
Assessment & Outcomes	Learning outcomes are specific, measurable, achievable, relevant, and time-bound (SMART)	5	10	6
Assessment & Outcomes	Robust and transparent assessment processes in place, with certification or qualifications where appropriate	5		
Implementation & Logistics	Realistic and achievable project timeline and milestone schedule aligned to client expectations	3	10	6
Implementation & Logistics	Availability and suitability of facilities, equipment, and technological support for seamless delivery	4		

Implementation & Logistics	Adequate administrative structures, processes, and staffing resources to ensure smooth program rollout	3		
Value for Money	Strong cost effectiveness relative to the proposed program quality and expected outcomes	8	15	9
Value for Money	Clear, transparent, and detailed pricing structure showing value at each stage. Pricing should be per individual with any minimum numbers noted.	4		
Value for Money	Inclusion of additional resources or supports (e.g., mentoring, toolkits) at no extra cost to maximise participant benefit	3		
Innovation	Introduction of innovative program elements, methods, or tools that differentiate the offer (e.g., gamification, AI-driven content)	3	10	6
Innovation	Flexibility to tailor or customise program elements based on client or participant needs	3		
Innovation	Provision of post-program support, such as coaching, mentoring, refresher training, or community of practice development	4		
Total		100		

Notes: Each criterion has a minimum qualifying score of **60%**. Tenders that do not meet this threshold for any individual section will not be admitted to the DPS.

2.10 Qualification Criteria Scoring

Each criteria will additionally be evaluated according to the following scale.

Evaluation in respect of Criteria	Score
A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.	81 to 100
A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.	61 to 80
A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.	41 to 60
A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.	21 to 40
A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.	1 to 20
Response completely fails to address the criterion under consideration.	0

Please note:

- References may be required for providers who have not delivered courses previously for CCIS.

- Please ensure that that you answer all response criteria relevant for the lot

3 Appendix 1 - Lot Specific Requirements & Qualification Criteria

3.1 About the Skillnet Network

CCIS, managed by CCIS, was established in January 2023 to support the skills and talent development needs of Ireland's cultural and creative sectors. It brings together and builds upon the work of three existing Skillnet Business Networks: Animation Skillnet, Screen Skillnet, and Immersive Technologies Skillnet. The network supports a wide range of creative fields, including Animation, Visual Effects, Games, Film, TV, Documentary, Post-Production, Immersive Technologies, AR/VR, Virtual Production, Digital Media, Entertainment Events, Music, Theatre, Performing Arts, and Visual Arts.

Funded through a partnership model, the Skillnet Network is co-funded by Skillnet Ireland and its member companies. Skillnet Ireland receives its funding from the National Training Fund via the Department of Further and Higher Education, Research, Innovation and Science. The network is managed by CCIS.

Our aim is to be a national engine for specialist, industry-led skills and talent development across the creative ecosystem. Since inception, we have delivered more than 1,000 tailored training programmes, building a strong reputation across the sector. Our approach prioritises flexible, bespoke programme design led by industry professionals, with a focus on access, progression, retention, and innovation. Our flagship event, **Culture Crush**, reflects our continued commitment to advancing creative talent and shaping the future of the sector. More at: <https://culturecrush.ie>

3.2 About the Competition

CCIS is establishing a Dynamic Purchasing System (DPS) to create a panel of Higher Education Institutions (HEIs) for the provision of part-time, certified training programmes tailored to professionals working in Ireland's creative industries. The panel will be active from June 2025 through December 2026, with a total indicative value of up to €750,000.

This DPS is designed to respond to sector needs by supporting the delivery of high-quality, flexible, and accredited learning opportunities. Please note: the number and structure of Lots is currently under review and may be refined prior to launch.

Participation Requirements

Requirement	Details
Eligible Providers	HEIs with a proven track record of delivering certified training for the creative industries
Programme Format	Part-time, certified at NFQ Level 8 or 9 (e.g. Micro-Credentials, Diplomas, Certificates, RPL programmes)
Programme Duration	Maximum 18 months
Target Audience	Professionals working in the creative sector, including employees, freelancers, and sole traders
Programme Volume	Each tenderer must submit a minimum of 2 and a maximum of 10 proposed programmes
Pricing Model	Price per participant (including clarification around minimum and maximum viable numbers), inclusive of all costs such as certification and graduation
Viability Threshold	Programmes will only proceed where a minimum viable number of participants as determined by CCIS is secured, unless otherwise agreed
Insurance Requirements	Employer's Liability (€12.7m), Public Liability (€6.5m), Professional Indemnity (€150k)
Tax Clearance	Valid tax clearance certificate required
Financial Threshold	Minimum turnover requirement to be confirmed; evidence will be

	required from an accountant or auditor
Currency & Price Validity	All prices must be quoted in Euro and remain valid for the entire DPS period

Indicative Programme Areas (Lots):

The thematic areas (or Lots) outlined below are **indicative** and are provided to guide the scope of proposals. These are representative of the subject matter areas frequently requested by member companies. Tenderers are encouraged to propose any certified programmes they believe will add value to the network and respond to the evolving needs of Ireland's creative industries. Proposals should reflect both the provider's current offering and their capacity to respond flexibly to future sectoral demand.

Lot	Thematic Area	Description
1	Writing & Development Skills	Focused on topics like scriptwriting, story development, narrative design, pitching, and idea origination for screen, stage, games, and immersive experiences.
2	Production Skills	Covers topics like production management, budgeting, scheduling, location planning, and workflows for live action, film, TV, Unscripted, animation, post-production, games, immersive and events.
3	Recognition of Prior Learning (RPL)	Supports learners in having their prior professional experience formally recognised and mapped against accredited learning outcomes.
4	Leadership & Management	Includes training in areas like strategic planning, creative entrepreneurship, team leadership, project management, and business development within creative organisations.
5	Digital, Design & Creative Technologies	Focused on upskilling in areas such as motion design, AR/VR, virtual production, interactive media, games engines, creative coding, emerging digital technologies and other digital content tools.
6	Performance Skills	Addresses areas like vocal and instrumental training, movement, stagecraft, direction, and digital performance techniques for actors, dancers, musicians, and multidisciplinary artists.
7	Health & Wellbeing	Encourages sustainable creative careers by covering topics such as mental health, resilience, workplace wellbeing, burnout prevention, Neurodiversity, GEDI, Sustainability and inclusive practices.
8	Professional Skills Programmes	Programmes with flexible learning outcomes that are highly relevant to the creative industries that support upskilling, professional development and career progression within the workplace.