



Training Panel Tender 2025

CFT 6449398

Issue Date	September 2025
Closing Date for Queries	Wednesday 8th October @ 3.00pm via etenders.gov.ie
Contact for Queries	Question and Answers facility on eTenders.gov.ie
Closing date for Tender submission	Friday 17th October @ 3.00pm via etenders.gov.ie

Note:

- Tender responses should be submitted in PDF, Word or Excel with clear page and section numbers
- It is imperative that the tender response is submitted in the format requested by eTenders postbox only, failure to follow this guideline will result in exclusion from the tender process – please allow appropriate time to upload documents. IWA cannot accept responsibility for incomplete tender submissions.
- All queries must be address via eTenders
- For general information on IWA please refer to www.iwa.ie

1. Disclaimers

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Irish Wheelchair Association. (hereinafter 'the Contracting Authority').

Candidates are recommended to read the Invitation to Tender 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 or on behalf of the Contracting Authority, in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on 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 reserves the right to discontinue the procurement process at any time.

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. Therefore, candidates are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

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Separate Documents

- Appendix 1. Questionnaire (must be completed and submitted).
- Appendix 2. Bona Fide Declaration (must be completed and submitted).
- Appendix 3. Training Courses, Lots & Costings 2022 (must be completed and submitted).
- Appendix 4. IWA Locations

2. Introduction

Irish Wheelchair Association (IWA) is Ireland's leading representative organisation and service provider for people with physical disabilities, with 20,000 members, over 2,500 employees, 57 local community centres and 2,000 volunteers.

Our services support people with physical disabilities to live independently and our campaigns demand equal rights and opportunities for people with physical abilities with 20,000 members, over 2,500 employees, 57 local community centres and 2,000 volunteers.

We operate our services nationwide from a combination of leased and freehold properties.

Irish Wheelchair Association invite tender responses from suitable candidates to establish a panel of qualified trainers, from which companies will be selected to participate for specific contract for the design or delivery of training programmes outlined in Appendix 3.

Period of Contract:

This panel will be established for the duration of 3 years with the option to extend for an additional 2 x 2 years terms, should all terms of the contract be met.. The scope of the training programmes to be run over the duration of the panel will depend on demand. Only tenderers who score a minimum of 700 points (70%) will be shortlisted to present to review panel in order to secure a place within the framework. Tenderers are requested to submit responses via eTenders postbox only, ensuring to allow sufficient time to upload tender documents.

SECTION 3 – INSTRUCTIONS TO CANDIDATES

3.1 Overview of Instructions to Candidates

The purpose of this section is to provide Candidates with a series of instructions, which should govern their responses to this Call for Tender (CFT) and ensure that their submissions are fully compliant with this procurement procedure. This section should be read in conjunction with all supporting documentation.

3.2 Candidates

Applications may be submitted by an individual, a single entity, or a consortium or grouping of persons (however constituted). Individual candidate who is a natural person or a sole trader or single legal entity.

- (a) a corporate entity, a joint venture, or a partnership.
- (b) a consortium or group of members whether incorporated or unincorporated, including without limitation where a group proposes to contract whether through:
 - (i) a special purpose vehicle (SPV); or
 - (ii) one or more members of the consortium or grouping acting as lead member; or
 - (iii) a consortium where one or more members are also acting as sub-contractors; or
 - (iv) a group of persons consisting of a prime contractor and one or more persons or entities acting as sub-contractors where the applicant is the prime contractor; or
 - (v) an unincorporated grouping of two or more persons.

It is accepted that, in order to meet the qualification criteria, companies may wish to collaborate, for example by forming a joint venture or consortium which will then apply as a Candidate for qualification. In order to distinguish between the roles, the parties comprising a Candidate are referred to as “Members”.

A company which is a Member of one Candidate may not be a Member of any other Candidates unless it has satisfied IWA that this does not create a risk of conflict of interest or collusion.

Candidates seeking to show compliance based on the experience, resources or financial standing of the Candidate’s group or other affiliated companies will be required to provide sufficient information to demonstrate the group/affiliate’s commitment to the Candidate’s participation and provide details of the group/affiliate’s relevant experience, resources or financial standing. This commitment should be demonstrated by submission of a signed declaration from the group/affiliate’s CEO, or other authorised signatory, confirming and acknowledging the use of such information by the Candidate for these purposes. The Candidate and the proposed group/affiliate will be required to be jointly liable for the execution of the contract where the financial and economic standing of a group/affiliate company has been reliable upon (Reg. 86 (5)). In either case, where such commitment is not shown, neither group nor affiliates’ experience, resources or financial standing shall be considered.

If a CFT is submitted by a group (more than one) of Members, then those Members, if awarded the contract, must assume such legal form by incorporation, partnership, or otherwise as will enable them to contract as a single entity. It may become necessary for the group to state a single addressee responsible for the receipt and processing of documentation and resolving any problems relating to the contract.

In line with Green Procurement Contractors must comply with applicable environmental obligations set out in Irish law, EU law or certain international conventions on protection of the ozone layer, persistent organic pollutants and treatment of hazardous chemicals or waste (Article 18.2).

3.3 Joint Submissions

Where a Candidate wishes to submit a joint application to fulfil the requirements of the CFT one party must be designated as the lead Candidate and if successful will be called the Prime Contractor.

The Candidate must specify in its response what other parties are involved in submitting a CFT and their respective roles. The Candidate must provide the names and registered address of any Members.

IWA reserves the right to request evidence or copies of any agreements between the parties in this respect and to comment upon them and take them into account at any stage in this procurement process.

By submitting a RFQ the Candidate warrants and represents that they can, and irrevocably agree that they will, comply, or procure compliance, as the case may be, with this section on request by IWA.

The failure by the Candidate as Prime Contractor or any member of the joint submission to comply with any such requirement may result in its rejection and elimination from the procurement process.

3.4 Compliance

Candidates are required to comply fully with these Instructions to Candidates when preparing their responses and participating in this procurement process.

Particular attention is drawn to the fact that non-compliance with these Instructions to Candidates may, at the sole discretion of IWA, invalidate a Candidate's submission. If a submission fails to comply in any respect with the requirements set out in these Instructions to Candidates, IWA will be entitled (but will not be obliged):

- I. to reject the relevant CFT submission as non-compliant.
- II. without prejudice to IWA's right to reject the submission.
 - to meet with, raise issues and/or seek clarification from the Candidate in respect of the relevant submission; and/or
 - to negotiate an amendment and/or change to the relevant CFT with the candidate
 - to request the Candidate to provide IWA with information or items which have not been provided or have been provided in an incorrect form; and/or
 - to waive a requirement which, in the opinion of IWA, is minor, procedural, or non-material.

Incomplete questionnaires may be rejected at IWA's sole discretion.

3.5 Amendments to the CFT Documents and/or Process

IWA reserves the right to update or alter the CFT documents and the information contained herein at any time by notice in writing to Candidates. These will be issued to all Candidates and submissions will be assumed to take account of any such modifications and amendments.

IWA reserves the right without advance notice to amend or otherwise change the tendering process or to terminate the process.

IWA reserves the right not to proceed with the award process and to suspend or withdraw from the process at any time.

Nothing in the CFT documents is, or should be relied upon as, a promise or representation as to IWA's ultimate decision in relation to the award of the Contract. IWA reserves the right (in its absolute discretion):

- I. to change the basis of, or the procedures (including the timetable) relating to, the tender process.
- II. to reject any, or all, of the submissions.
- III. to abandon the competition; or
- IV. not to furnish Candidates with additional information.

3.6 Verification of Information

IWA shall be entitled to take all reasonable steps and make all reasonable enquiries to check information included in a submitted questionnaire, including talking to referees provided without prior reference to the Candidate.

3.7 Clarifications

During the evaluation period and at IWA's discretion, clarifications may be sought from Candidates. Where information or documentation to be submitted by a Candidate is or appears to be incomplete or erroneous, or where specific documents are missing, IWA may request that such a Candidate submit, supplement, clarify or complete the relevant information or documentation.

Candidates will be required to provide such clarification in writing. Responses to requests for clarification may not materially change elements of the CFT submitted.

No unsolicited communications from Candidates will be entertained during the evaluation period.

3.8 Preparation Costs

IWA will not be liable in respect of any costs incurred by Candidates in the preparation of CFTs, tenders or any associated work effort.

Each Candidate's costs will be the sole liability of that Candidate, including costs of travel to and attendance at any meetings. IWA has no obligation to reimburse the Candidate in respect of costs

incurred by it in the preparation of its CFT or otherwise as a result of its participation in this procurement process, whatsoever or howsoever arising.

3.9 Forwarding of Documents

This CFT document shall not be forwarded to any other company third party without the prior written permission of IWA.

3.10 Data Protection

At IWA, we take our obligations under data protection law seriously and we're committed to keeping your personal data private and secure.

We have updated our privacy statement to meet the requirements of the new European data protection law, known as the General Data Protection Regulation (GDPR).

3.11 Conflicts of Interest

Any conflicts of interest involving a Candidate must be fully disclosed to IWA as soon as the conflict of interest becomes apparent to the Candidate, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Candidate. Any candidate who fails to comply with this obligation may be disqualified from further participation in this procurement process.

Any registrable interest involving the Candidate and IWA employees or their relatives must be fully disclosed in the response to this CFT, or should be communicated to IWA immediately upon such information becoming known to the Candidate, in the event of this information only coming to their notice after CFT submission.

A Candidate must, in particular, disclose if it, or any of its Members or sub-contractors or other parties that are to be identified in its response, has any economic, legal, commercial, or financial relationship with another Candidate submitting a separate CFT. In such an instance, the Candidate must notify IWA as to the identity of the relevant party and the economic, legal commercial or financial relationship in question as soon as possible.

In the event of any conflict of interest, IWA shall, in its absolute discretion, decide on the appropriate course of action. This could include rejecting the Candidate and its CFT, a prohibition on proceeding in the manner proposed (for example by refusing to allow a Member to be a Member for a competing Candidate) and/or specifying such other steps or safeguards as IWA considers appropriate.

IWA reserves the right as its absolute discretion to refuse to allow a Member or subcontractor to be part of another competing Candidate.

3.12 Interference or Canvassing

Candidates must not canvass directly or indirectly any member of IWA, officer or employee of IWA, its advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the process.

Candidates who endeavour to influence or interfere in any way with the CFT evaluation process or award decision shall have their CFT submission rejected.

3.13 Collusion

Candidates are expressly and strictly prohibited from discussing any aspect of their response to the questionnaire with other Candidates or otherwise exchanging information or colluding in respect of the contract. Any Candidate who fails to comply with this requirement may be disqualified.

3.14 Financial Viability

The application of Selection Criteria based on Candidates' financial and economic standing does not preclude IWA from satisfying itself as to the financial viability of the designated successful Candidate by whatever means are considered appropriate prior to contract award.

3.15 Notification of Outcome

All Candidates will be notified of the outcome of this tender process following the completion of the detailed evaluation. Potential outcomes can be:

- i) A letter of regret.
- ii) A letter of qualification for preferred tenderer.
- iii) Notification of cancellation/postponement.

4 Special Conditions

- a) IWA seeks responses for the provision of Training Services in accordance with the specification and criteria outlined throughout this document and in particular section 5.
- b) Tenderers are invited to consider this CFT and send a formal response via etenders.
- c) IWA intend to award the contract to the tenderer who scores the highest marking outlined in section 11. Tenderers must detail all and any costs associated with the provision of all goods and/or services required. Prices, fees or rates quoted cannot be increased during the term of the contract. Goods and services offered shall also be reviewed based on completeness and compliance of the quotation with the minimum specifications.
- d) The successful tenderer shall be required to provide its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status. By supply the tenderer grants permission to Irish Wheelchair Association to verify its tax cleared position online.
- e) While IWA seek to contract a single supplier single lot arrangement, IWA reserve the right to award to one or more tenderers. Consortium proposals may be submitted should multi parties wish to submit.
- f) This CFT contains no contractual offer of any kind. Any response will be regarded as an offer by the Tenderer and not as an acceptance by the Tenderer of an offer made by IWA. No commitment of any kind will exist until a formal written contract has been executed by Irish Wheelchair Association. IWA shall not be responsible for any costs associated with a

Supplier's preparation and submission of a quotation, regardless of the outcome of conducting the selection process.

- g) IWA are subject to Freedom of Information Acts. Tenderers are advised to highlight any information deemed commercially sensitive or confidential in nature.
- h) IWA may seek references of previous works/products delivered. IWA may seek copies of safety statements, insurance certificates and method statements where applicable.
- i) Tenderers should address, on a point by point basis, all the issues and requirements in the sequence in which they appear in this document. Tenderers should indicate any goods, services, capabilities, functionality or locations they cannot source, provide or cover.

5. Project Overview & Specification

The specification of requirements to Irish Wheelchair Association will be issued once specific needs arise. Irish Wheelchair Association reserve the right to nominate more than one training provider on foot of this invitation. Each tenderer must complete a training brief and complete the declaration **Appendix 1 & 2**. Tenders received without all mandatory sections* completed will be excluded. Hoists/Bed and any equipment relevant to the training will be provided at IWA site.

Tenderers should note the following:

- Tenderer must identify the lots that their tender submission relates to. **Appendix 3**
- Tenderer must identify the Training courses that their tender submission relates to (outlining maximum attendees per course). **Appendix 3**

It is anticipated that the annual volume of courses required per annum will be 40-50 in total.

Pricing:

Fee Proposal

Fee proposal submitted should be in Euro (€), inclusive of VAT and travel expenses within the Lot area. Expenses outside the lot area will be paid at

Fee proposal should be presented as follows to include any administration tasks (i.e. certification etc.) :

1. Fee for training design: Daily rate
2. Fee for training delivery: Daily rate

Contractors on this tender will be required to provide an image or PDF of the training attendance records within 48 hours of the training being delivered and full certification within 7 days of the training being completed.

6. Term of contract

The term of contract is for an initial 3 year period subject to all terms being met with the option for 2 additional 24 month extensions.

7. Billing

The vendor must provide individual summary invoices supported with relevant certifications and confirmation of attendance. Payment is 30 days from the date of invoice, noting any invoices submitted without the relevant paperwork will now be processed.

8. Data Protection/ GDPR

For the purposes of the General Data Protection Regime (GDPR), the vendor will be a Data Processor while the contracting agencies will each be the respective Data Controller for the data processed under this contract. The vendor will, therefore, be required to sign a comprehensive Data Processing agreement drawn up by each contracting agency which details the nature of the processing, the agreed data processing to be undertaken, the security environment in place and the respective responsibilities of both parties. Any subcontractors engaged by the vendor in the processing of data on behalf of the contracting agencies can must be approved by the contracting agencies can prior to any data processing commencing by the subcontractor. All data of the contracting agencies which is held by the vendor or any subcontractors engaged by the vendor must at all times be held only in data centres within the European Union.

9. Evaluation & Selection Criteria

9.1 Qualitative Criteria

Main Criteria	Sub-Criteria	Minimum Requirement
Economic and Financial Standing (Art 47)	Overall Turnover	€75,000
	Turnover Relating to Specific Product(s)/Service(s)	€75,000
	Professional Statement	Demonstrate sufficient financial capacity to undertake this contract.
Technical and Professional Ability	Tender specific company references similar to those required	At least 3 relevant examples to be provided within the last 3 years.
	Company experience and track record of major contracts/projects/services other than those listed above	At least 3 relevant examples to be provided within the last 3 years.
	Capacity (Manpower and Facilities)	Demonstrate overall staffing resources and facilities are sufficient to manage contracts projects similar to the specific requirements of this tender
	Internal Quality Assurance Procedures	Demonstrate satisfactory internal quality assurance procedures in place and in operation
	External Quality Assurance and Accreditation	Demonstrate satisfactory external quality assurance mechanisms in place and accreditation attained
	GDPR Data Protection	Demonstrate satisfactory policies and procedures in relation to maintaining data

		protection and security of information
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9.2 Legal Compliance

Please complete Appendix 2. Declaration of Bona Fida as per Article 57 of Directive 2014/24/EU. This declaration also covers compliance with relevant Statutory obligations.

9.3 Financial Capacity

Please confirm that you meet the mentioned financial thresholds outlined in section 4.1. In addition, confirm the following insurances are in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Insurance Type	Limit
Employers Liability	€12.7m
Public Liability	€6.5m
Professional Indemnity	€1m

9.4 Technical Capacity

Tenderers must outline and reference contracts in the last three (3) years that they have successfully delivered on of similar scale, nature and complexity to the specifications outlined in this document.

9.5 Award Criteria

Marks will be awarded according to the award criteria outline in the following table:

Subject Criteria	Maximum Score Available	
Relevant Experience ¹	400	40%
Qualifications ²	200	20%
Cost	300	30%
References ³	100	10%
Total Maximum Score Available	1000	100%

¹ **Relevant experience** refers to the tenderers experience in the design and/or delivery of training categories/programmes applied for. Under this criteria the relevance and the length of such experience will be

assessed and, where appropriate, the experience of delivering/designing certified training programmes and/or working with certifying bodies (such as QQI or similar accredited courses).

² **Qualifications** will apply in particular to accredited or technical programmes tendered for. Tenderers will need to show that recognised qualifications/education/professional experience have been achieved by the designated staff providing the proposed training.

³ **References** and/or testimonials will be assessed in terms of their relevance, content, i.e. what do the clients of the applicant say about the trainer provider's services.

Note: Overall Minimum Requirements for Award: Tender submissions must achieve **70%** of the available marks for each of the sub criteria listed above. Only tenderers who score a minimum of 700 points (70%) will be admitted to the panel. Tenderers can be submitted throughout the duration of the panel even after the administrative deadline has passed.

10. Notification of Award

No agreement will be entered into or take effect until the completion of a standstill period of fourteen (14) calendar days after the on which all tenderers have been sent the appropriate notice informing them of the result of this public procurement process.

Tenderers should note that IWA may, when notifying unsuccessful tenderers of the results of this public procurement competition, include the scores obtained by the tenderer concerned and the scores obtained by the successful tenderers in respect of each award criterion assessed by IWA.

Supporting Documentation

- Appendix 1. Questionnaire (must be completed and submitted).
- Appendix 2. Bona Fide Declaration (must be completed and submitted).
- Appendix 3. Training Courses, Lots & Costings 2022 (must be completed and submitted).
- Appendix 4. IWA Locations