



**Request for Tenders for the supply of
Training services for inclusion on training panel 2025-
2027**

Tender procedure: Dynamic Purchasing System

Tender Deadline: 13 Feb 2025 12pm

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Part 1: Introduction

Fingal Chamber Skillnet (the “Contracting Authority”) invites tenders to this request for tenders from economic operators for the provision of the services as described in Part 3 of this Request for Tender.

In summary, the Services comprise of the provision of training services for inclusion on a training panel of providers through a Dynamic Purchasing System (DPS).

This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016). If successful, any resulting contract will have a term of 24 months. The Contracting Authority holds the right to extend the Term for one additional period of twelve months, all under the same terms and conditions and subject to legal obligations. The maximum duration will be three years.

The Contracting Authority estimates the expenditure on the services covered by the proposed contracts to be approximately €400,000 (excluding VAT) over the Term and potential extensions. It's crucial for tenderers to understand that this figure is an estimate based on current and anticipated future usage.

Our policy at the Contracting Authority is to promote fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 5.5, to explore collaboration possibilities with other SMEs or larger enterprises. This collaboration allows them to contribute to the successful implementation of any resulting Services Contract and enhance their social and economic benefits.

Likewise, larger enterprises are encouraged, subject to paragraph 5.5, to find practical ways to include SMEs in their proposals, aiming to maximize the social and economic benefits of potential Services Contracts arising from this competition.

Part 2: Overview of the Contracting Authority

2.1. Mission

Fingal Chamber Skillnet (FCS) has been in existence since 2019 and focuses on the critical skills required to improve the performance, productivity, profitability, and competitiveness of member companies, in the Dublin North / Fingal Region. We have a client base of approximately 600 companies from across the Dublin North Region.

The aim of the Fingal Chamber Skillnet is to enable companies to provide support and development to staff through best practice and industry relevant training. The objective will be the up-skilling and cross-skilling of employees, leading to increased employability, improved competitiveness and enhanced business performance resulting in the ability to evolve and adapt in challenging labour markets.

2.2. Vision

Fingal Chamber Skillnet is a network of Skillnet Ireland, a business support agency of the Government of Ireland. The primary objective of Skillnet Ireland is to advance the competitiveness, productivity and innovation of businesses operating in Ireland through enterprise-led workforce development.

Skillnet Ireland supports businesses to become more competitive, by providing the right upskilling and reskilling solutions to their employees. As the network branch for Dublin North, Fingal Chamber Skillnet encourages people to develop the skills they need to thrive personally, and in their chosen career.

Skillnet Ireland supports the development of national policy in relation to workforce development and designs upskilling solutions to meet future skills needs in ever-changing skills and talent landscape through the networks it funds, like Fingal Chamber Skillnet.

Skillnet Ireland was established 1999 and is funded from the National Training Fund through the Department of Further and Higher Education, Research, Innovation and Science. Skillnet Ireland has received international recognition as a best practice model from the EU, the OECD, and the ILO, amongst others.

Part 3: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

Introduction

This RFT endeavours to cover the period of 2025 – 2028 inclusive based on current needs. Additional needs, depending on scope and complexity may be tendered for additionally. All successful and unsuccessful tenderers of this RFT will be eligible to tender for newly published RFT's as they arise.

Fingal Chamber Skillnet has carried out a detailed Training Needs Analysis with the current member companies and identified a range of training and development needs that fall under the following categories:

- Technical Skills
- Personal Effectiveness
- Wellbeing – HR / Personal
- Project Management/ Scheduling
- Emerging industrial and business demands
- Return to workplace

These categories will be treated as domains for the purposes of training delivery over the contract period. Tenderers can submit proposals for accession to each lot in scope here and can apply to as many lots as they wish. Accession to the DPS is based on meeting the selection criteria outlined later in this section.

Scope of this Procurement

The identified needs include but are not limited to the following categories and identified areas for skills development and training:

Lot	Category	Title
Lot 1	Technical Skills	3D Printing
		CAD Design – Solidworks

Lot 2	Personal Effectiveness	Time Management
		Presentation Skills / Master
		Influencing Skills
		Negotiation
		Managing Conflict
		Assertiveness / Confidence in business
		Managing difficult calls and emails
		Giving and Receiving Feedback

Lot 3	Wellbeing – HR / Personal	Building a Wellbeing Program for your Business
		Managing Hybrid Working Teams
		Creating positive / productive workplace environments
		Personal Wellbeing for Managers
		Leading Change – for Managers
		Interviewing Skills
		HR Practices for the Non-HR Manager
		Personal Branding for Employees
		Talent Review and Succession Planning for Business
		Creating Career/Educational Plans with Employees
		Managing Performance
		Disciplinary Conversations
		Certificate in Learning and Development Practice
		E-Learning Essentials Program – Instructional Design
		Developing a Learning Needs Analysis for your Organisation
		Certificate in Psychometrics
		Employment Law Updates
		Diversity, Equity and Inclusion
		Mental Health Awareness for Fellow Employees
		Mental Health Awareness for Managers / Supervisors

Lot 4	Project Management / Scheduling	Project Management Essentials
		Project Management QQI
		Project Management - Diploma
		Purchasing and Procurement
		Bid Writing

Lot 5	Emerging industrial	Facilities Management Diploma
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	and business demands	Early Years / Childcare Diplomas Level 5, 6, 7, 8
		Preparation Programme to Transition to full time employment
		Diploma International Trade Compliance
		Developing a Business Growth Strategy
		SME Growth Programme
		Warehouse / Logistics Manager
		ISO Quality Auditor
		Manual Handling Instructor QQI
		IOSH NEBOSH Safety Manager Programme
		Business Administration Programme – Invoicing / Cashflow / Creditors / Debtors
		Building Accountability in Business Teams

Lot 6	Return to workplace	Training courses aimed at participants returning to the workplace after absence and wishing to upskill. The three main criteria are as follows: • Courses must be max 10 weeks in duration • Course must be flexible in its provision to suit the attendee time schedule and may be a hybrid mix of online / classroom • Courses should be certified (by an Education body)
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New and emerging courses relating to these categories will be run off in these areas as demand arises.

Operation of the DPS lots

Tenderers can respond to mini-competitions as they arise. The criteria for mini-competitions will be as follows below.

	Award Criterion	Maximum marks	Minimum marks
1.	Approach to delivering the course requirements	500	100
2.	Proposed Trainer (s)	500	100
3.	Contract management	200	100
4.	Price	700	200

Services contracts will be awarded on the basis of the most economically advantageous tender(s) in accordance with the criteria laid out in the table above. Each mini-competition will be weighted by FCS to reflect its requirements for the course in question. The ranges

for marks will always add up to 1000 marks but the marks will be set by FCS on each occasion.

All DPS members for the lot in question will be invited to consider a submission for each proposal.

Part 4: Selection and Award Criteria

4.1 Compliant Tenders

4.1 Only those Tenderers who have:-

- (a) Submitted compliant responses pursuant to paragraph 5.2 below, and
- (b) Declared by way of e-ESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) 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
- (c) Declared by way of e-ESPD that they satisfy the selection criteria in this Competition as set out in part 4.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 4.3 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 4.2 below it must ensure that each such entity:

- (i) completes and submits a separate ESPD in respect of each such entity, and
- (ii) 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.

4.2 Selection criteria

4.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 4.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

4.2.A Economic and Financial Standing

Tenderers must declare by way of ESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

1. Tenderers have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.

2. Tenderers will be compliant with their social security and revenue obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence about the insurance policies specified in section 5.21.
4. Tenderers meet the minimum turnover requirement of €50,000 over each of the last three financial years and will provide evidence from their accountants / auditors to this effect.

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.

4.2.B Technical and Professional Ability

Tenderers must declare by way of ESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must address each of the selection criteria and sub-criteria below in the Tender Response Document

Previous Experience	Tenderers must demonstrate the successful delivery of at least three comparable contracts (in scale, nature, quality and complexity) delivered during the three previous years. Describe in detail, the services provided and outline the extent to which each project is comparable to the requirements set out in part 3, as well as details about how the Tenderer engaged with the client to determine and deliver their requirements.	Pass/Fail
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4.3 Standstill period

4.3.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this

Competition (the “Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

4.3.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

4.3.3 Tenderers will be able to re-submit an application to the DPS which will remain open for its duration at any stage if they are unsuccessful with an initial or subsequent application.

4.6 Return of signed contracts

4.4.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 5.1.2 below.

4.4.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 4.4.1 then the Contracting Authority may proceed to award the Services Contract to the next highest- ranked Tenderer in accordance with paragraph 4.6.1 above.

Part 5: Instructions to Tenderers

5.1 Important Notices

5.1.1 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.

5.1.2 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 or for the avoidance of doubt, any individual lot 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.

5.1.3 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.

5.1.4 In this clause 5.1.4, "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 5.4 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 .

5.2 Compliant Tenders

5.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 5.2.1, 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:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender an e-ESPD
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

5.2.2 Without prejudice to the generality of paragraphs 5.2.1, failure to comply with paragraph 5.6.1, 5.6.2 or 5.6.3 below will render the Tender non-compliant and it will be rejected.

5.3 Services Contract

5.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 4 to this RFT.

5.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 2. Tenderers may not amend the Services Contract.

5.4 Acceptance of RFT Requirements

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 2. 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.

5.5 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, facsimile number 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").

5.6 Tender Submission Requirements

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 5.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

5.6.2 Tenders must be received not later than 12.00hrs on 14 February 2025 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

5.6.3 Tenders must be submitted in English.

5.6.4 Subject to paragraph 5.14 and 5.18, 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.

5.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

5.7 Queries and Clarifications

5.7.1 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 no later than 14.00hrs on 07/02/2025 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

5.7.2 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.

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

5.7.4 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.

5.7.5 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.

5.8 Tendering Costs

5.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

5.9 Confidentiality

5.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

5.10 Pricing

5.10.1 All Tenderers must complete the Pricing Schedule associated with this RFT.

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

5.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for the duration of the Term commencing from the Tender Deadline.

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

5.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 4 to this RFT.

5.11 Environmental, social and labour law

5.11.1 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.

5.11.2 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.

5.11.3 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.

5.12 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.

5.13 Registerable interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. 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 terminating any Services Contract entered into by a Tenderer.

5.14 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.

5.15 Industry terms used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

5.16 Freedom of information

5.16.1 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.

5.16.2 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.

5.17 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.

5.18 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. 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. 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 terminating any Services Contract entered into by a Tenderer.

5.19 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.

5.20 Site visit

Not used

5.21 Insurance

5.21.1 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 limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Product Liability	Not applicable
Professional Indemnity	€150,000 for each and every claim excluding defence costs

5.21.2 By signing the Tenderer's Statement at Appendix 2., Tenderers confirm that, if awarded a Services Contract under this Competition, (i) 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 5.21.1, (ii) 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.

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

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Appendix 1 Terms of engagement

Fingal Chamber Skillnet

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

TERMS OF ENGAGEMENT

Relating to the Supply of Training Services

Scope of Contractual Arrangements

Detailed contractual arrangements are not within the scope of this document. However, the following conditions apply and should be noted in the tender document.

1. Information treatment

Information in the Request for Tender is binding, Fingal Chamber Skillnet, however, reserves the right to seek clarification or verification of any such information.

2. Tax Registration and Clearance

Bidders are obliged to furnish Fingal Chamber Skillnet with their tax registration number so that eTax clearance can be verified once the bidder becomes the preferred bidder. All payments under the contract will be conditional on the contractors having valid eTax clearance at the time of payment.

3. Withholding Tax

in accordance with Government requirements, payments for professional services will be subject to withholding tax as laid down by the Revenue Commissioners.

4. Currency, Payment Terms and Payment Method

Prices and rates, quoted in Euros (€), are exclusive of VAT. The [Insert client's name] follows the European Communities (Late Payment in Commercial Transactions) Regulations 2012. A payment schedule will be agreed upon. The [Insert client's name] adheres to the standard Electronic Funds Transfer payment method.

5. Conflict of interest and corruption Prevention

Bidders must disclose any conflict of interest or registrable interest as per the Ethics in Public Office Act, 1995. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a bidder or invalidate an award of contract, depending on when the conflict of interest comes to light.

Money or gifts related to a contract may be deemed corrupt unless proven otherwise, in accordance with the Ethics in Public Office Act 1995 and 2001

6. Collusion

Collusion or any attempt by bidders to influence in any way, the process or any other aspect of this Request for Tender, will result in a disqualification of that/those bidders.

7. Confidentiality

This Request for Tender is confidential and personal to each Recipient. All information supplied to bidders as part of this process remains confidential and is to be treated as such. Failure to comply with the confidentiality of this process may disqualify a bidder.

8. Freedom of Information Compliance

All responses to this tender invitation are confidential. Information won't be disclosed without written permission, except as required by law or for evaluation. Bidders should identify sensitive information, and Fingal Chamber Skillnet assumes no liability for released information or consequential damages.

9. Media

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

10. Non-exclusivity

Nothing in this Agreement shall preclude the Client from purchasing Goods/Services from a third party at any time during the term of the Agreement.

11. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for **14 days** or more the party not affected may terminate this agreement by giving **7 days'** written notice to the affected party.

12. Key Personnel Responsibilities

- A. The Contractor ensures that all key personnel providing services are available throughout this Agreement.
- B. The Contractor adheres to laws and labour standards for its personnel, addressing employment issues appropriately.
- C. The Contractor acknowledges that the Client isn't meant to assume employer obligations. If such obligations transfer by law, the Contractor indemnifies the Client against resulting losses.

13. Replacement Personnel Protocol

If Key Personnel becomes unable to provide services, the Contractor promptly notifies the Client in writing and replaces them with qualified personnel. The Client has discretion over the suitability of Replacement Personnel, and notification must be in writing (post or electronic means).

14. Termination

- A. The Client can terminate this Agreement with one month's written notice, without compensation liability.
- B. Either party can immediately terminate this Agreement without compensation liability if: (i) the other party breaches this Agreement and fails to remedy it within 30 days; (ii) the other party becomes insolvent, bankrupt, or undergoes similar actions; (iii) the Client

becomes aware of an unresolvable conflict of interest on the Contractor's part; (iv) the Client becomes aware of any registrable interest on the Contractor's part.

15. Remedies

A. The Contractor indemnifies the Client for losses due to negligence, breach of contract, or other specified actions. This obligation persists post-termination.

B. If the Contractor fails to deliver approved quality Goods/Services, and the Client orders elsewhere, the Contractor compensates for any additional costs incurred by the Client.

16. Data Protection

Bidders are required to comply with all directions of the **[Insert client's name]** with regard to:

- I. the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- II. local security arrangements deemed reasonably necessary by the **[Insert client's name]** including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the **[Insert client's name]** including by police authorities
- III. comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - o Data Protection Acts, 1988 and 2003 and
 - o All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

17. Intellectual Property

The Client retains all intellectual property rights in documents, designs, reports, or any information produced by the Contractor for the **Services**. The Contractor must secure necessary consents/licenses and indemnifies the Client against losses arising from any breach of third-party intellectual property rights used in connection with this Agreement.

18. Tender Acceptance and Rejection

Fingal Chamber Skillnet does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole or in part any or all tenders received.

19. Communication Nominations

In its Response to this Request for Tender, a bidder shall set out in writing, the name and title, telephone number, and email address of the nominated person to which all communications shall be directed until the process has been completed or terminated. In the case of a consortium, one person shall be nominated, to whom only all correspondence will be furnished and from whom only correspondence will be acceptable. Correspondence from any other consortium member will not be accepted, acknowledged or responded to.

20. General Provisions

- A. This Agreement, including the RFT
- B. and relevant documents, constitutes the entire agreement, and contain the entire agreement between the Contractor and the Client relating to the **Services** and supersedes any prior agreements or understandings.
- C. In case of conflicts with commonly used documents, this Agreement's terms prevail.
- D. The Agreement doesn't establish a partnership, joint venture, or principal-agent relationship.
- E. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement. The Contractor as prime contractor hereby assumes liability for Contractor Personnel and shall ensure that Contractor Personnel shall comply in all respects with the relevant terms of this Agreement, to the extent that it or they are retained by the Contractor.
- F. e. The Contractor cannot assign rights under the Agreement without prior written consent from the Client.
- G. The Agreement is governed by Irish law, with exclusive jurisdiction in Irish courts.
- H. Notices may be given in writing by hand, post, facsimile, or email, except for notices related to claims, disputes, termination, or legal proceedings, which cannot be delivered by email.

Schedule B: Service: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Appendix 3: Declarations of Bona Fides

I, _____ *[insert name of Declarant]* having been duly authorised by *[insert name of entity]* _____, sincerely declare that _____ *[insert name of entity]* itself or any person who is a member of the administrative, management or supervisory body of _____ *[insert name of entity]* or has powers of representation, decision or control in _____ *[insert name of entity]*:

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or _____ *[insert name of entity]*.
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the financial interests of the European Communities.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.
- (h) Has, in the performance of all contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in national and international statutes by which economic operators are bound within Ireland and the EU.
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.

- (l) Is not aware of any conflict of interest due to its participation in the competition.
- (m) Has not had any prior involvement in the preparation of this tender competition and has not sought to directly influence the tender process in any way by canvassing individuals or making inappropriate contact aimed at attempting to influence the outcome of the tender.
- (n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior contract which led to early termination of that prior contract, damages or other comparable sanctions.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the tender process.
- (p) Has not undertaken to unduly influence the decision-making process of Fingal Chamber Skillnet in respect of the competition or obtain confidential information that may confer upon it undue advantages in respect of the competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- (q) That the tender is fully compliant with all requirements contained in article 57 of the procurement directives.

I/We confirm that:

a) We are fully compliant with the following legislation:

- Employment Equality Acts 1998-2011
- Equal Status Acts 2000-2011
- National Minimum Wage Act 2000 as amended
- Organisation of Working Time Act 1997 as amended
- Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007
- Disability Act 2005

AND

We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.

I understand and acknowledge that the provision of inaccurate or misleading information in this Declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders. This Declaration has been made to the best of my knowledge and belief for and on behalf of *[insert name of entity]* _____

_____.

FULL NAME (in block capitals): _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

(Signature must be that of an authorised signatory)