



Request for Tenders (RFT) for the Development and Delivery of a Level 7 dual-module programme in power systems and energy engineering.

Contracting Authorities	Engineering Skillnet (the “Network”)
Competition Reference	ENGRFT – 7788381
Closing Date for Queries:	21 st April 2026
Tender Submission Deadline:	30 th April 2026
Competition Procedure:	Open

Engineering Skillnet is co-funded by Skillnet Ireland and network companies. Skillnet Ireland is funded from the National Training Fund through the Department of Further and Higher Education, Research, Innovation and Science.



An Roinn Breisoideachais agus Ardoideachais,
Taighde, Nuálaíochta agus Eolaíochta
Department of Further and Higher Education,
Research, Innovation and Science



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Part 1: Introduction

1.1 The Network – Background Information

- 1.1.1 Engineering Skillnet (“**the Network**”) is a Skillnet Ireland Network for all companies of all sizes in the engineering sector including automotive, aviation, energy and environment, construction, agriculture as well as core elements of the sub supply sectors including machinery, equipment, paper, printing and fabricated products.
- 1.1.2 Network companies work collaboratively to share best practice and respond effectively to the specific skills needs of the sector. The network addresses both technical and non-technical skills needs of members.
- 1.1.3 The objective of this national business network is to support the growth of member companies by enhancing industry specific skills and knowledge, broadening access to skills development opportunities and encouraging ongoing professional development.
- 1.1.4 The Network is promoted by Ibec Engineering Network, an Ibec business network. Membership of the network is open to private enterprises in the engineering sector based in the Republic of Ireland.
- 1.1.5 The Network is funded by member companies and by the Training Networks Programme, an initiative of Skillnet Ireland, funded from the National Training Fund through the Department of Further and Higher Education, Research, Innovation and Science.

1.2 This Public Procurement Competition – Executive Summary

- 1.2.1 This Competition relates to the development and delivery of a Level 7 dual-module programme in power systems and energy engineering (the “**Programme**”) and the provision of related services, as described in Part 4 of this Request for Tenders (“**RFT**”) document – (“the **Services**”).
- 1.2.2 The objective of the Competition is to establish a single-party framework for the provision of the Services (“the **Framework**”).
- 1.2.3 The Network invites responses (“**Tenders**”) to this RFT from economic operators (“**Tenderers**”) for the admission to the Framework for the provision of the Services.
- 1.2.4 Tenders must be submitted in line with the instructions set out in Part 2 of this RFT and in particular with the requirements of clause 2.2 (“**Compliant Tenders**”).
- 1.2.5 Compliant Tenders will be assessed in line with the procedures set out in Part 3 of this RFT with the objective of identifying the Tenderer for admission to the Framework - the “**Successful Tenderer**”.
- 1.2.6 Any framework agreement that may result from this Competition (“the **Framework Agreement**”) will be established for a term of 48 months (“the **Framework Agreement Term**”).
- 1.2.7 Any contract that may be awarded throughout the Framework Agreement Term shall be awarded in line with the methodology set out in clause 2.3 of this RFT.
- 1.2.8 The duration of a contract awarded under this Framework may be longer than the Framework Agreement Term.

Part 2: Instructions to Tenderers

2.1 This RFT

- 2.1.1 This RFT has been prepared for the purpose of providing certain information to the Tenderers interested in participating in this Competition for the services described herein. This RFT **must not** be used for any other purpose.
- 2.1.2 While every effort has been made to provide comprehensive and accurate information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.
- 2.1.3 All information supplied by the Tenderers may be treated as contractually binding on the Tenderers if accepted by the Network.
- 2.1.4 This RFT does not constitute an offer to enter into the Framework Agreement or any contract. Furthermore, the conclusion of the Framework Agreement with the Tenderer admitted to the Framework (“**Framework Supplier**”) does not guarantee the award of any contract whatsoever. For avoidance of doubt, no commitment of any kind (contractual or otherwise) shall exist unless and until a contract for the delivery of the Services has been awarded to a Framework Supplier by or on behalf of the Network. Any notification of preferred bidder status by the Network shall not give rise to any enforceable rights by the Tenderer. The Network may cancel this Competition and/or choose not to proceed with some elements of the Services at any time prior to the Framework Agreement being executed by or on behalf of the Network. The Network does not bind itself to accept the lowest priced or any Tender.
- 2.1.5 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Network and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices (attached to this RFT as separate documents).

2.2 Compliant Tenders

- 2.2.1 Tenderers are required to complete and submit the following documents as part of their Tender:
- the Form of Tender attached to this RFT as Appendix 1;
 - the Pricing Schedule attached to this RFT as Appendix 2;
 - the Tenderer’s Statement attached to this RFT as Appendix 3;
 - the Article 57 Declaration attached to this RFT as Appendix 4;
- 2.2.2 Please note that the Appointment Letter at Appendix 5 of the RFT and the Framework Agreement at Appendix 6 of this RFT do not need to be submitted as part of a Tender and will only be required from the Successful Tenderer at the Framework Agreement execution stage.
- 2.2.3 The Tender and all supporting documentation (if any) must be in English or Irish languages only. All supporting documentation should be page numbered and cross referenced to the RFT where appropriate and be fully indexed.

- 2.2.4 Tenderers are not permitted to make any alteration whatsoever to the Form of Tender, the Pricing Schedule, the Tenderer's Statement, and the Article 57 Declaration, other than filling in the required information.
- 2.2.5 Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 2.2.6 All documents requiring a signature must be signed by a duly authorised officer of the Tenderer.
- 2.2.7 All prices set out in the Pricing Schedule must be fully priced in euros (€), inclusive of all fees and expenses e.g. VAT where applicable.
- 2.2.8 Tenders must be submitted in accordance with the requirements set out in paragraph 2.6 of this RFT.
- 2.2.9 Received Tenders will be initially reviewed for completeness and for compliance with the requirements set out in the RFT.
- 2.2.10 If a Tenderer fails to comply in any respect with the requirements set out in the RFT (including by failure to provide sufficient detail or adequate explanation), or is ambiguous or unclear, or in excess of the budget set out at 4.8 of the RFT the Network may in its absolute discretion:
- a) reject the relevant Tender as non-compliant;
 - b) without prejudice to the Network's right to reject the Tender, seek clarification from the Tenderer in respect of the relevant Tender including requesting the Tenderer to provide the Network with information or items which have not been provided or have been provided in an incorrect form; and/or
 - c) without prejudice to the Network's right to reject the Tender, waive a requirement which, in the opinion of the Network, is minor, procedural or non-material.
- 2.2.11 Tenderers should note that **the onus is on Tenderers to fully respond** to this RFT (including, without limitation, to demonstrate compliance). The Network is under no obligation to seek clarifications or supplemental information but has the right, at its absolute discretion, to do so.
- 2.2.12 Any Tender that is rejected for non-compliance will not be evaluated further.
- 2.2.13 Tenders that have not been eliminated for non-compliance with paragraph 2.2 and have not been excluded under Article 57 (1) of Directive 2014/24/EC¹ - "**Valid Tenders**" will be assessed against the Award Criteria set out in Part 3 of this RFT in order to identify the Tenderer for admission to the Framework.

¹ As implemented into Irish law by Regulation 57 of the European Communities (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016)

2.3 The Establishment and Operation of the Framework

- 2.3.1 The Network will, subject to the right to cancel this Competition (as set out at paragraph 2.1.3 and 2.14 of this RFT), establish the Framework with the top scoring Tenderer that complies with the requirements set out in this RFT – the Successful Tenderer. The Successful Tenderer will be identified in line with procedures set out in Part 3 of this RFT.
- 2.3.2 The Successful Tenderer shall be required to enter into a Framework Agreement with the Network by signing the acceptance part of the Appointment Letter (as furnished at Appendix 5) and the Framework Agreement (furnished at Appendix 6) and submitting them to the Network in line with clause 3.5 of this RFT.
- 2.3.3 Following the establishment of the Framework, the contract for the development and initial delivery of the Programme or parts thereof (the “**Initial Contract**”) shall be awarded to the Framework Supplier, via confirmation email.
- 2.3.4 The Framework Supplier shall deliver the Initial Contract in accordance with this RFT and their Tender, as accepted by the Network, and in adherence to the instructions of the Network.
- 2.3.5 If, during the lifetime of the Framework Agreement, the Network wishes to repeat the delivery of the Programme via this Framework, it shall contact the Framework Supplier to confirm the necessary details (such as date, location, number of participants, and other specifics of the requirements). Once the requirements have been agreed, the Network shall issue a confirmation email to the Framework Supplier which shall constitute an award of the contract to deliver the Services (“the **Call-Off Contract**”).
- 2.3.6 Following an award of a Call-Off Contract (if any) under the Framework, the Framework Supplier shall provide the Services in accordance with this RFT and their Tender, as accepted by the Network, and in adherence to the instructions of the Network.
- 2.3.7 If, during the lifetime of the Framework Agreement, a need arises for additional services that fall within the scope of this Framework Agreement (such as further tailoring of the Programme), the Framework Supplier may be invited to submit a proposal for the delivery of such additional services.
- 2.3.8 If the proposal is deemed to address the needs and requirements of the Network and if the Network accepts the proposal, it shall issue a confirmation email to the Framework Supplier which shall constitute an award of the Call-Off Contract to deliver the required services.
- 2.3.9 The Initial Contract and the Call-Off Contract(s) shall together be referred to as Contract(s).
- 2.3.10 The fees payable in respect of any Contract awarded under this Framework Agreement shall be as set out in clause 2.10 of this RFT.
- 2.3.11 If a Framework Supplier fails to deliver the Services in line with agreed parameters (which shall be within those set out in this RFT, the Framework Supplier’s Tender submission or subsequent proposal, the Network shall issue a written notification to this effect to facilitate the improvement of their performance. Where a Framework Supplier fails to

improve its performance within the timelines specified by the Network, the Network reserves the right to terminate the Framework Agreement with the Framework Supplier by giving 30 calendar day notice.

- 2.3.12 Tenderers should note that in line clause 3.6, the appointment to the Framework does not confer exclusivity on Framework Supplier and there is no guarantee that following the delivery of the Initial Contract the Network will use the Framework. The use of the Framework for services other than the Initial Contract will be at the sole discretion of the Network.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement, as set out in Appendix 3. Tenderers MUST NOT amend the Tenderer's Statement other than fill in the required information.

2.5 Consortia and Prime / Subcontractors

- 2.5.1 Tenders may be submitted by groups of companies (a consortium) or individually. Should a contract under this Framework be awarded to a consortium, each company in the consortium shall be jointly and severally liable to the Network for the fulfilment of the contract. Tenderers must make clear which companies are proposed to be members of the consortium and which are to be sub-contractors. Any change in relation to consortia and sub-contracting after the Tenderer has submitted its Tender must be notified to the Network. Tenderers should note that such changes may result in disqualification of that group.
- 2.5.2 In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender. The entity/person who will deal with all matters relating to this Competition and who will carry overall responsibility for the provision of the Services if awarded a contract (the "**Prime Tenderer**") must be identified at Section A of the Form of Tender. Please note that the Network will only deal with the Prime Tenderer regarding all matters related to this Competition. Relevant information must also be provided in respect of (a) consortium members and (b) sub-contractors who will play a significant role in the provision of the Services if awarded a contract. Similarly, information must be provided in respect of any other organisation upon whose resources or capacities the Tenderer proposes to rely.

2.6 Tender Submission Requirements

- 2.6.1 Tenderers must submit one soft copy of their Tender via the electronic post-box available on eTenders website (www.etenders.gov.ie) by **12 noon (Irish local time) on Thursday, 30/04/2026("Tender Submission Deadline")**.
- 2.6.2 The Network may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified by the Network via eTenders before the original Tender Submission Deadline.
- 2.6.3 The onus is on Tenderers to ensure that their Tenders reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents in case of internet

connection difficulties or other technical problems. Tenderers should also note that after the Tender Submission Deadline has passed, the uploading facility will be closed by eTenders. Accordingly, after the Tender Submission Deadline has passed, it will not be possible to upload Tenders to the eTenders post-box.

- 2.6.4 Neither the Network nor eTenders take responsibility for documents which do not reach them by the Tender Submission Deadline, for any reason. It is advised that Tenderers give sufficient time to upload all documents.
- 2.6.5 Each of the documents listed in 2.2.1 **must** be submitted as a separate document, named in the manner set out above.
- 2.6.6 It is recommended to submit the documents in PDF format to ensure their compatibility.
- 2.6.7 Due to the eTenders system functionality, the documents should be submitted in a zipped / compressed file, to ensure document naming compatibility.
- 2.6.8 Tenderers must ensure that the documents are legible and that they are not corrupt. Neither the Network nor eTenders take responsibility for corruption or illegibility of documents.
- 2.6.9 Faxed, emailed, posted or late Tenders will be rejected.
- 2.6.10 Each Tenderer is limited to submitting one Tender in his/her own capacity and one Tender as part of a consortium/group of undertakings in response to this RFT. If more than one Tender is submitted, the Network shall randomly select one Tender for the inclusion in the Competition.

2.7 Queries and Clarifications

- 2.7.1 All queries or requests for clarification relating to any aspect of this Competition or to this RFT **must be** directed to the Network through the Questions and Answers facility on eTenders website.
- 2.7.2 An approach to any person within or associated with the Network in respect of this Competition in a manner other than that set out in 2.7.1 may, at the absolute discretion of the Network, result in the elimination of the Tenderer from further participation in this Competition.
- 2.7.3 Queries must be submitted not later than **12 noon** Irish local time on 21/04/26 (“**Deadline for Queries**”). Queries received after the Deadline for Queries may not be responded to.
- 2.7.4 The reply shall be issued via the eTenders website by 18:00 hours Irish local time on **22/04/26**
- 2.7.5 Where appropriate, questions may be amalgamated. Tenderers should note that the Network will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. Tenderers should also note that the Network will not make responses or clarifications to individual Tenderers privately.
- 2.7.6 If a Tenderer believes a query and/or its response is confidential or commercially sensitive, it must mark the query as “confidential” or “commercially sensitive”. If the Network, at

its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and their response will be kept confidential (subject to the Network's obligations under law).

- 2.7.7 If the Network is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three calendar days of such notification and to state the grounds for its objection.
- 2.7.8 If the Tenderer does not withdraw the query or raise any objection within the specified period, or the Network is of the opinion that, notwithstanding the objection of the Tenderer, the query is not confidential or commercially sensitive, the Network may issue the query and their response to all Tenderers.
- 2.7.9 The Network reserves the right to update or alter the information contained in this document at any time prior to the Tender Submission Deadline. Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations the Network reserves the right (but is not obliged) to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this Competition, including but not being limited to demonstrations and/or presentations (if any), shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 Confidentiality

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Network to Tenderers during the course of this Competition:
 - a. are furnished for the sole purpose of replying to this RFT;
 - b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Network;
 - 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 Network upon cancellation or completion of this Competition if so requested by the Network.
- 2.9.2 In addition, the Framework Supplier shall be required to hold confidential all information, documentation and other material received, provided, or obtained arising from their participation in this Competition or in respect of this Framework Agreement and shall not disclose same to any third party except to its professional advisers as necessary for the delivery of the Services.

2.10 Pricing and Payment

- 2.10.1 All prices quoted **must be** fixed and all-inclusive (i.e. including but not being limited to costs, expenses and indexation), be expressed in Euro only. Any applicable VAT should be indicated separately.

- 2.10.2 **Prices quoted in response to this RFT shall not increase over the Framework Agreement Term, unless approved by the Network in line with provisions of clause 2.11 below.**
- 2.10.3 The fees payable in respect of any Contract awarded under this Framework Agreement **shall** be determined in accordance with the fees and rates quoted by the Framework Supplier in response to this RFT (i.e. in the Pricing Schedule at Appendix 2 to this RFT), as applicable to the Services required by the Network. In the event where required services have not been quoted for in the said Pricing Schedule, the fees quoted in the proposal (managed in line with clauses 2.3.7 of this RFT) shall apply.
- 2.10.4 Payments for the Services provided throughout the Framework Agreement Term shall be made within 30 days of receipt by the Network of a valid invoice.
- 2.10.5 The invoices in respect of the Initial Contract shall be submitted on completion of milestones, which shall be agreed between the Network and the Successful Tenderer.
- 2.10.6 The invoices in respect of subsequent Call-Off Contract(s), if any, shall be submitted on completion of the Call-Off Contract, unless agreed otherwise between the Parties.
- 2.10.7 Tenderers must confirm (in the Tenderer's Statement furnished at Appendix 3) that all prices quoted in the Tender will remain valid for six months commencing from the Tender Submission Deadline ("**Tender Validity Period**"). Tenderers are required to further confirm that, if awarded the Framework Agreement, the fees quoted in the Pricing Schedule at Appendix 2 shall not increase over the Framework Agreement Term, unless approved by the Network as per provisions of clause 2.11 below.

2.11 Price Review

- 2.11.1 Framework Supplier may request a review of fees quoted in response to this RFT ("**Price Review**") on or after the second anniversary of the Framework Agreement.
- 2.11.2 The Price Review must clearly set the grounds for the request and provide vouched evidence in support of this request; such evidence must demonstrate to the satisfaction of the Network that the reasons for the Price Review are outside the Framework Supplier's control (e.g. inflation; price / wage increases in the market).
- 2.11.3 Approval, in whole or in part (if any), of any requested price increase will be at the sole discretion of the Network.
- 2.11.4 In the event that the prices are revised, they shall apply from the next Call-Off Contract awarded under the Framework Agreement (if any) for the remainder of the Framework Agreement Term. For avoidance of any doubt, only one revision of fees /rates is permissible per framework agreement year.
- 2.11.5 If the prices are revised, the Framework Supplier shall invoice the Network in line with the revised fees and in the manner set out in clause 2.10 of this RFT.
- 2.11.6 If the Network accepts the Framework Supplier's invoice it shall discharge the relevant amount within 30 days of receipt by the Network of such invoice.

2.12 Environmental, Social and Labour Law

- 2.12.1 In the performance of the Services the Framework Supplier including their sub-contractors (if any), shall be required to comply with all applicable obligations arising 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 Annex X of Directive 2014/24/EU.
- 2.12.2 The Framework Supplier shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services.
- 2.12.3 Tenderers must, in the Tenderer's Statement at Appendix 3 confirm that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the Services sought under this RFT, including compliance with any applicable statutory terms relating to minimum pay and to any legally binding sectoral agreements and must take these into account when preparing Tenders. Failure to make the said statement will render the Tender non-compliant.

2.13 Publicity

No publicity regarding this Competition, admission to the Framework, or award of a contract is permitted unless and until the Network has given its prior written consent to the relevant communication.

2.14 Conflicts of Interest

- 2.14.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Network as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Network may invite Tenderers to propose means by which the conflict might be removed.
- 2.14.2 The Network will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.
- 2.14.3 Tenderers are required to confirm, in the Tenderer's Statement at Appendix 3 to this RFT, their situation in respect of actual or potential conflict of interest.

2.15 Anti-Competitive Conduct

- 2.15.1 Tenderers' attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.
- 2.15.2 Tenderers are required to confirm, in the Tenderer's Statement provided at Appendix 3 to this RFT, that their Tender is a bona fide tender.

2.16 Canvassing

Any effort by a Tenderer (or anyone acting on behalf of a Tenderer with or without its knowledge) to influence the personnel of the Network in the process of examination, evaluation and comparison of Tenders and recommendations concerning the admission to the Framework may result in the rejection of the Tender.

2.17 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.

2.18 Tax Clearance

- 2.18.1 It will be a condition of the admission to the Framework that the Framework Supplier complies with all EU and domestic taxation laws and requirements. Tenderers are referred to www.revenue.ie for further information.
- 2.18.2 Prior to the admission to the Framework, the Successful Tenderer shall be required to supply their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification of the Tenderer's tax status by the Network.
- 2.18.3 Where the Successful Tenderer is non-resident in Ireland, an up-to-date statement of suitability on tax grounds from the Irish Revenue Commissioners may be provided to the Network in lieu of a tax clearance certificate. The application form and other information relating to this may be obtained at www.revenue.ie.
- 2.18.4 Unless otherwise specified by the Network, the Successful Tenderer will be given seven calendar days to produce the details specified at clause 2.18.2 or clause 2.18.3, as applicable. If a Tenderer fails to produce the required details within the said period, the Network reserves the right (but is not obliged) to offer the place in the Framework to the next highest ranked Tenderer.
- 2.18.5 By providing the details specified in clauses 2.18.2 or 2.18.3 the Tenderer acknowledges and agrees that the Network has the permission of the Tenderer to verify its tax cleared position online.
- 2.18.6 The Framework Supplier shall ensure their compliance with the applicable tax laws for the Framework Agreement Term.

2.19 Intellectual and Other Property Rights

- 2.19.1 The Network and the Framework Supplier (each a "Party" and together "Parties") will retain exclusive interest in and ownership of its Intellectual Property developed before the Services or outside the scope of the Framework Agreement.
- 2.19.2 All Intellectual Property developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by the Successful Tenderer in respect of the Services during the term of the Framework Agreement will be the joint property of the Network and the Framework Supplier and the entire right, title and interest will be assigned jointly to each Party and each Party may enjoy all rights and privileges accorded by the ownership of such joint property without accounting to the other.
- 2.19.3 The Tenderers must undertake to ensure that all and any necessary consents and/or

licenses are obtained and in place for the Initial Contract and any possible contract that may be awarded under this Framework Agreement. The Framework Supplier will indemnify the Network and hold the Network harmless from and in respect of all and any liability, loss, damages, claims, costs or expenses which may arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for any contract which may emanate from this Competition and this Framework Agreement.

- 2.19.4 Tenderers must confirm in the Tenderer's Statement furnished at Appendix 3 to this RFT, that they undertake to comply with the provisions of this clause 2.19 if successful.

2.20 Return of Materials

On conclusion or termination of the Framework Agreement or any Contract awarded under it, the Framework Supplier shall, if so requested by the Network, deliver to the Network, at the Framework Supplier's sole expense, all Confidential Information belonging to the Network.

2.21 Data Protection

- 2.21.1 Tenderers are referred to the Privacy Statement at <https://www.ibec.ie/privacy> in respect of the information provided in response to this RFT.
- 2.21.2 To the extent that the Framework Supplier processes personal data on behalf of the Network, they must do so in compliance with all requirements of data protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time including but not limited to the EU General Data Protection Regulation (Regulation 2016/679) and in accordance with the Data Processing Agreement set out at Appendix 6 to this RFT.
- 2.21.3 Tenderers must confirm in the Tenderer's Statement furnished at Appendix 3 to this RFT, that they undertake to execute and comply with the provisions of this clause 2.21, if successful.

2.22 Insurance

- 2.22.1 Tenderers must have appropriate and adequate insurance cover (including any professional indemnity, employer or public liability insurance for working in low and medium voltage settings) and be able to submit insurance details when required by the Network as outlined on A6 on the Form of Tender.
- 2.22.2 The Network does not accept any liability whatsoever arising from the acts or omissions by the Successful Tenderer. Any and all claims (if any) arising directly or indirectly in relation to the Services shall be the responsibility of the Successful Tenderer.

2.23 Language

All correspondence or documentation submitted in response to or in relation to this RFT shall be in the English or Irish language. In circumstances where an original document which is to form part of the response or correspondence with the Network is not in the English or Irish language, Tenderers must provide an English translation certified as accurate by the translator, together with a copy of the original document.

2.24 Law

Irish law is applicable to this Competition. The Irish courts will have exclusive jurisdiction in relation to any dispute(s) arising from this Competition.

2.25 Withdrawal from this Competition

- 2.25.1 If at any stage following the submission of their Tender Tenderers decide to withdraw from this Competition, they must immediately notify the Network via eTenders messaging facility.
- 2.25.2 In the event where the Successful Tenderer withdraws their Tender from the Competition, the Network has the right to (but is not obliged to) award the Framework Agreement to the next highest-ranked Tenderer identified in line with procedures set out in this RFT.

Part 3: Tender Evaluation

3.1 Overview

- 3.1.1 All Tenders will be initially reviewed for completeness and for compliance with the requirements set out in this RFT.
- 3.1.2 **Only** Valid Tenders (as per clause 2.2.13) will be evaluated in accordance with the Award Criteria and scoring methodology set out in this Part 3.

Award Criteria

- 3.1.3 Valid Tenders will be assessed in line with the following award criteria and weighting:

Criteria	Maximum Score Available	Minimum Score Required
1. Quality of Resources	350	210
2. Method Statement	350	210
3. Cost	300	n/a
Total Maximum Score Available	1000	n/a

- 3.1.4 Tenderers must achieve the above set out Minimum Score Required which equates 60% of the Maximum Score Available under criteria 1 and 2 (“**Quality Criteria**”).
- 3.1.5 Tenders that fail to achieve the Minimum Score Required in any of the Quality Criteria will be eliminated from the Competition and will not be assessed further. Such Tender’s Pricing Schedule will not be included in the calculation for the purpose of determining Cost scores and it will not be compared against other Tenders in respect of any Quality Criteria.

3.1.6 Explanation of Award Criteria

3.1.6.1 *Quality of Resources*

- i. Quality of Resources refers to the expertise of the individual(s) proposed to fulfil the key roles in the delivery of the Services (“the **Key Personnel**”), including their qualifications, individual specialist knowledge and verified industrial experience in MV/HV environments.
- ii. Tenders will be assessed in terms of the quality and relevance of the Key Personnel proposed and their suitability to deliver the Services in line with required parameters.
- iii. Please note that the proposed resource(s) are expected to possess all of the following:
 - ✓ Relevant qualifications in Engineering/Science.
 - ✓ Experience developing programmes in electrical automatic control systems and

- ✓ industrial power systems and control.
 - ✓ Experience certifying the above for QQI or NFQ.
 - ✓ Experience delivering tailored, blended programmes for Adult learners working in Industry sector;
- iv. Tenderers must provide the information on their proposed Key Personnel by completing section B of the Form of Tender furnished at Appendix 1 to this RFT.

3.1.6.2 Method Statement

- i. Method Statement refers to the Tenderer's proposed approach to the development and delivery of the Programme and will be assessed in terms of the extent to which it demonstrates that the Services will be delivered within the required parameters and that the Initial Contract deliverables will be achieved.
- ii. Method Statement must explain the Tenderer's proposed approach to:
- ✓ Developing the Programme and ensuring that the learning outcomes and required content are incorporated and that the Programme is practical and interactive and work integrated.
 - ✓ Securing / obtaining required certification
 - ✓ Delivery of the Programme, including delivery structure, methods and software tools used for each element and support provided for the participants before, during and after Programme delivery.
- iii. Tenderers must provide the required information by completing section C of the Form of Tender furnished at Appendix 1 to this RFT.

3.1.6.3 Cost

- i. Cost means the "*Total Cost*" as calculated from the fees quoted in the Pricing Schedule furnished at Appendix 2.
- ii. Tenderers are required to submit the Pricing Schedule furnished at Appendix 2, completed in line with instructions in the said Appendix 2. An incomplete or incorrectly completed Pricing Schedule may lead to the elimination of such Tender.

3.1.6.4 PLEASE NOTE that Tenderers are:

- i. **not permitted to make any alteration whatsoever to the Form of Tender or the Pricing Schedule**, other than filling in the required information (see clause 2.2.4 of the RFT)
- ii. advised to follow the guidance notes provided in the Appendix 1 and instructions provided in Appendix 2.

3.2 Scoring Mechanism

3.2.1 Quality Criteria

Tenders will be evaluated under Award Criteria 1 and 2 in terms of the quality of responses and on a relative basis against other Valid Tenders received, bearing in mind the following:

Score Band	Description	Score
Outstanding	Response demonstrates that the Services would be delivered to an exceptional standard. Minimal risk.	100% of the maximum score available
Excellent	Response demonstrates that the Services would be delivered to an excellent standard. Minimal risk.	90% of the maximum score available
Very Good	Response demonstrates that the Services would be delivered to a high standard. Little risk.	80% of the maximum score available
Good	Response demonstrates that the Services would be delivered to a good standard. Little risk.	70% of the maximum score available
Acceptable	Response demonstrates that the Services would be delivered to an acceptable standard. Acceptable risk.	60% of the maximum score available
Mediocre	Response does not sufficiently demonstrate that the Services would be delivered to an acceptable standard. High risk.	40% of the maximum score available
Poor	Response demonstrates that the Services would be delivered to a poor standard. Very high risk.	20% of the maximum score available

3.2.2 Tenderers should note that the statements in the description of the score bands are separate and not cumulative.

3.2.3 Tenderers should also note that responses to this RFT will be evaluated in their own right. No recognition will be given to information previously submitted. No unsolicited communications from Tenderers will be entertained during the evaluation period.

3.2.4 Cost

The lowest priced Valid Tender shall be awarded the maximum score available under this criterion; the cost score of subsequent Valid Tenders shall be calculated using the following formula:

$$\frac{\text{The lowest priced tender x maximum score available}}{\text{Cost of tender being evaluated}}$$

3.3 Communicating Competition Outcome

- 3.3.1 Once the tender evaluation is complete, the outcome of the Competition will be notified by a notification letter, which shall be issued via eTenders to each Tenderer individually.
- 3.3.2 Tenderers should note that the Network may, when notifying unsuccessful Tenderers of the result in this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the Successful Tenderer in respect of each award criterion assessed by the Network.

3.4 Award of the Framework Agreement

- 3.4.1 The top scoring Tenderer identified in line with procedures set out in this RFT will be selected for the award of the Framework Agreement, subject to the confirmation of the Successful Tenderer's compliance with applicable taxation laws, as per paragraph 2.18 of this RFT and, where applicable, successful verification of other information provided by the Successful Tenderer.
- 3.4.2 Where the Successful Tenderer is found to be non-compliant with applicable taxation laws or if it fails to provide the details necessary to verify their tax status within the timeframes specified in clause 2.18, the Network may (but is not obliged to) award the Framework Agreement to the next highest-ranked Tenderer identified in line with procedures set out in this RFT.

3.5 Appointment Letter & Framework Agreement

- 3.5.1 Following the successful verification of applicable information as per 3.4.1 above, the Network shall send the Appointment Letter (furnished at Appendix 5 to this RFT) and the Framework Agreement (furnished at Appendix 6 to this RFT) to the Successful Tenderer confirming the award of the Framework Agreement.
- 3.5.2 The Successful Tenderer shall sign and return the Appointment Letter and the executed Framework Agreement to the Network no later than seven calendar days from the date of the said Appointment Letter, unless notified otherwise in writing, confirming their acceptance of the award.
- 3.5.3 Where the signed Appointment Letter and/or the Framework Agreement have not been received by the Network within the period specified at paragraph 3.5.2, then the Network may (but is not obliged to) award the Framework Agreement to the next highest-ranked Tenderer.
- 3.5.4 No commitment of any kind, contractual or otherwise shall exist unless and until the Appointment Letter is executed by or on behalf of the Network and a Successful Tenderer ("**the Parties**"). Any notification of preferred bidder status by the Network shall not give rise to any enforceable rights by the Tenderer. The Network may cancel this Competition at any time prior to the Appointment Letter being executed by both Parties.

3.6 No Guarantee of Additional Work

- 3.6.1 The appointment of the Successful Tenderer to the Framework does not confer exclusivity on Framework Supplier and save for the Initial Contract, does not constitute a commitment or guarantee from the Network to draw the Services or any services from the Framework Supplier.
- 3.6.2 Furthermore, the Network does not give any guarantee and/or warrant the actual value of any of the Contracts which may be awarded in connection with this Framework. The Network is not and will not be under any obligation to avail of the Framework for any Call-Off Contract.
- 3.6.3 The Network reserves the right to carry out separate procurement processes for the subsequent delivery of the Programme or any additional services falling within the scope of the Framework should they, at their sole discretion, consider it appropriate to do so. In this event the Network shall observe all applicable public procurement rules and shall not afford any advantage to the Framework Supplier.
- 3.6.4 In the event where the Network wishes to draw the Services via the Framework, it shall do so in accordance with the provisions of clause 2.3 above.

Part 4: Requirements and Specifications

4.1 Scope of the Framework Agreement

- 4.1.1 The scope of the Framework Agreement comprises the development and delivery of a Level 7 dual-module programme in power systems and energy engineering (“**the Programme**”) and the provision of associated services (together “**the Services**”) in line with requirements set out in this Part 4 of the RFT.
- 4.1.2 It is envisaged that following the delivery of the Initial Contract (which comprises the development and the initial delivery of the Programme) the Programme may need to be delivered up to 4 times per annum, dependent on demand, availability of funding, and Framework Supplier’s performance. For the avoidance of doubt, this number is indicative only - the demand (if any) for repeat delivery of the Programme shall be determined by the Network at its sole discretion.

4.2 Programme Objectives

The main purpose of the Programme is to increase the skills mobility of industry including small and medium sized enterprises through a dual-module Programme in Power and Energy Control Systems.

4.3 Required Certification

- 4.3.1 The proposed programme must contain two modules, each at Level 7 on the NFQ or QQI Framework (or equivalent) and a minimum of 5-10 academic credits,(ECTS)per module.
- 4.3.2 If an alternative certification is proposed, it is the Tenderer’s responsibility to sufficiently demonstrate how they propose to align this to the QQI Framework. Failure to do so may result in the rejection of the Tender.

4.4 Target Audience

The target learner is a part-time learner (Level 6 or more) who is technically competent with electrical trades or industry experience in electrical systems, machine vision, sensors, robotics, PLC’s or related technologies.

4.5 Required Content / Learning Outcome

- 4.5.1 Programme content must build knowledge of and practical competence in applying key electrical principles, concepts and tools including:

Each module should include tutorials, supervised on-campus workshops and simulations through work-relevant projects on the following:

Industrial Power Systems and Control:

- i)Power distribution and protection systems (LV, MV)
- ii)Load balancing and fault analysis.
- iii)Electrical protection devices (relays, circuit breakers).
- iv)SCADA systems for power production, monitoring and control.
- v)Power system modelling and simulation.

vi)Integration with renewable energy sources.

Advanced Energy Management and Efficiency:

- i)Principles of energy systems (electrical, pneumatic, thermal).
- ii)Motor control and drive systems (AC/DC motors, VFDs, soft starters.)
- iii)Energy auditing techniques and tools.
- iv)Power quality and efficiency metrics.
- v)Smart metering and energy monitoring technologies.
- vi)ISO 50001 Energy Management Systems.
- vii)Energy recovery systems (e.g., regenerative braking, waste heat capture).
- viii)Case studies on energy optimisation in manufacturing.

Learning Outcomes

The Programme should develop skills and competencies to help learners of–

Industrial Power Systems and Control:

- i)Operate safely within LV, MV facilities settings.
- ii)Understand grid connection and integration of renewable sources.
- iii)Analyse industrial power system architectures.
- iv)Implement control strategies using PLCs and SCADA.
- v)Troubleshoot and diagnose faults in power networks.

Advanced Energy Management and Efficiency:

- i)Select different Induction motors based on faster Return On Investment.
- ii)Conduct an energy audit and recommend efficiency improvements.
- iii)Evaluate and compare energy usage across systems.
- iv)Implement monitoring strategies for real-time energy management.
- v)Interpret energy data to guide sustainable decision-making.

4.6 Number of Participants

4.6.1 The estimated number of participants per cohort per module is 5 minimum and a 20 maximum.

4.6.2 The aforesaid number is indicative only and is subject to change on mutual agreement a minimum

of 3 weeks before modules start dates.

4.7 Programme Delivery

4.7.1 The Programme shall be a blended programme (partly instructor-lead and partly learner-directed) and include in-person and on-line delivery elements.

4.7.2 Please note, the venue for in-line delivery shall be provided by the training provider with evidence provided of the suitable facilities and equipment E.G. for LV and MV.

4.7.3 The Programme shall be delivered as a blended learning experience that reflects the 'High Impact Learning that Lasts' (H.I.L.L. model from the University of Maastricht)

4.7.4 The Programme is expected to be delivered over a single semester, per module (5-10 ECTS) and minimum 35 hours contact hours.

4.7.5 The Programme commencement for delivery will vary depending on demand and needs of member companies.

4.8 Budget

4.8.1 The budget allocated for the Programme Development (**both modules**) including industry engagement and course validation/accreditation is €12,000 for Year 1 and €15,000 for Year 2 inclusive of VAT where applicable.

4.8.2 Tenderers are requested to provide a detailed cost breakdown, including their proposed fee per class (cohort size dependent) for the delivery of each module.

4.8.3 This per cohort budget is inclusive of all fees and expenses associated with Programme Delivery (such as travel and subsistence fees (if any) software / equipment; contract administration and management; registration; certification; training materials; trainee support; and so on)

4.8.4 Tenderers are requested to keep their bids within the aforesaid budget for the development and delivery (i.e.: no more than the annual development cost and no more than per cohort for delivery).

4.8.5 Tenderers are reminded that Tenders in excess of the aforesaid budget may be rejected.

4.8.6 Tenderers are further reminded that the Network shall not pay any additional fees to those quoted in Appendix 2. For the avoidance of doubt, the fee payable for the delivery of a programme will be based solely on the fees quoted, as applicable to the number of participants in a given Programme.

4.9 Specification of the Services

4.9.1 If the Framework Supplier is awarded a contract (as per clause 2.3 of this RFT), it shall be required to:

- i. Develop the Programme in line with requirements set out in this RFT, their Tender submission and the instructions of the Network (Initial Contract only).
- ii. Prepare all course materials, including customisation and printing, where applicable.

- iii. Liaise with the Network Manager/administrator and the representative(s) of member companies and/or learners(s) in advance of programme commencement suitably including on any 'Recognition of Prior Learning' queries.
- iv. Deliver the Programme as agreed by the Parties.
- v. Ensure that the Network's registration and feedback forms are issued to all trainees.
- vi. Work with relevant stakeholders to resolve any minor issues arising during the Programme in relation to facilities required/provided.
- vii. Communicate all material issues (if any) to the Network during the Programme to allow for their speedy resolution.
- viii. Proactively engage with the Network and adhere to the requirements set out in this Part 4 of the RFT to ensure effective service delivery and overall relationship management.

4.9.2 The onsite Training shall be delivered in the Republic of Ireland, hosted by the successful tenderer or a suitable consortia partner/institution, detailed within the tender.

4.10 The Obligations of the Framework Supplier

4.10.1 The Framework Supplier shall deliver the Services in line with the requirements and specifications set out in this RFT, the Framework Supplier's Tender, as accepted by the Network, and in adherence to the instructions of the Network in respect of timelines, reporting structures and any other matters of substance relating to the Services.

4.10.2 The Framework Supplier and all their personnel / individuals engaged in the delivery of the Services shall conform to all GDPR regulations and respect the confidentiality of information disclosed during and following on from all training courses.

4.10.3 The Framework Supplier shall ensure that only the trainer(s) / individual(s) proposed in response to this RFT ("**Key Personnel**") are delivering the Services. If the Framework Supplier proposes a replacement (for whatever reason) to the Key Personnel, such replacement personnel shall have the same level of experience and expertise or better.

4.10.4 Prior to the removal of any Key Personnel in accordance with clause 4.10.3, the Framework Supplier shall (where possible in advance of any such removal) furnish the Network with a copy of the proposed replacement's curriculum vitae and all details required to enable the Network to satisfy itself that the employee, servant, agent or contractor is appropriately qualified for the provision of the Services.

4.10.5 Any replacement to the Key Personnel shall be made only with prior Network approval and within such a time that it does not disrupt or delay the performance of the Framework Supplier's obligations under this Framework Agreement.

4.10.6 The Framework Supplier shall ensure that any correspondence with Programme participants shall be:

- a) directly relevant to the training; **and**
- b) be conducted via the Network's office.

4.10.7 The Framework Supplier shall communicate to the Network immediately / without delay any request from a member company / training participant including but not limited to:

- Request for additional training where such request results from attendance at

- the Programme
- Request to change the agreed delivery date(s), and/or time(s), and/or location

4.10.8 The Framework Supplier shall allow the Network's staff and /or external evaluators to attend the Programme and evaluate it as part of the quality assurance process of the Network.

4.10.9 To ensure the efficient delivery of the Services and the prompt resolution of any issues arising in relation to the Framework, the Framework Supplier shall nominate a Contract Manager who will be responsible for ensuring the delivery of a quality service throughout the Framework Agreement Term and who will act as liaison person with the Network. The Contract Manager must have the necessary authority to take decisions and deal directly with all matters relating to this Framework Agreement.

4.11 The Responsibilities of the Network

The Network undertakes to:

- i. Supply the details on the number of participants.
- ii. Assist with the resolution of material issues (if any) that may arise during the delivery
- iii. of the Programme.
- iv. Provide the applicable templates, such as: Attendance Sheet; Registration Forms; and Training Programme Learner Evaluation.

4.12 Important notes

4.12.1 Tenderers should observe the above set out specification of requirements in preparation of their Tenders to ensure that they sufficiently demonstrate that the stated Network requirements will be met.

4.12.2 Tenderers are reminded that the Network reserves the right to alter the specifics and/or scope of the requirements in line with the needs of its member companies and the level of available funding.