

**CFT for the provision of Level 9
Postgraduate Certificate in Nursing
Home Management**

Important Details

Contracting Authority	Leading Healthcare Providers Skillnet
Deadline for Queries	29 th July 2026
Deadline for Initial Responses	14 th August 2026
Method of Submission	Via etenders.gov.ie Portal
Term of Contract	2 years

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1 Introduction

1.1 General Notices

The “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“CFT”) from economic operators (“Tenderers”) for the provision of the services as described in Schedule 1 to this CFT (the “Services”).

The Contracting Authority intends to award a Services Contract to more than one successful Tenderer under this Competition, with each such Tenderer delivering the same Services in parallel. There is no fixed limit on the number of Tenderers that may be awarded a Services Contract; see paragraph 2.3 (Award Criteria) below for further details.

1. This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for term specified above.
2. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed services contract may amount to the value specified above over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
3. Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
4. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

1.2 Important Notices

1. While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this CFT and may wish to consult their legal advisers.
2. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This CFT does not constitute an offer or commitment to enter into a Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority. The award of a Services Contract does not confer exclusivity on the successful Tenderer.
3. This CFT 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.
4. In this clause, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this CFT. The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm

in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

5. 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.
6. 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:
 - are furnished for the sole purpose of replying to this CFT only;
 - may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so, requested by the Contracting Authority.
7. Any conflicts of interest involving a tenderer must be fully disclosed to LHP Skillnet. The nature of this is that the duty to disclose rests with the tenderer especially if there is a conflict of interest in relation to any recommendations / proposals put forward by the tenderer.
8. LHP Skillnet pays all invoices within 30 days of the presentation of a valid invoice in line with national policy on prompt payments. Our terms apply on this contract and this is not subject to negotiation. Payments will be linked to the completion of programmes in line with the Skillnet's processes for governance, reporting and invoicing. This is non-negotiable.
9. It shall be a condition of this contract that the successful tenderer will comply with all relevant Health & Safety and Employment Protection Legislation including minimum pay and legally binding industrial or sectoral agreements.
10. The agreement will be subject to the Law of Ireland (Republic of) and the jurisdiction of the Irish courts.
11. The successful tenderer (s) will enter into a formal legal agreement with LHP Skillnet. Information provided in proposals and in subsequent discussions and written communications, prices, availability dates and services offered by the tenderers will be considered to form part of the basis of any contractual arrangements in the event of a proposal or proposals being accepted by LHP Skillnet. This agreement will consist of:
 - The original request for tender (including appendices where relevant)
 - Information provided in the response to the request for tender
 - Any clarifications communicated following the receipt of tender prior to the final evaluation process
 - Letter of appointment

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

1.2.1 Termination

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

1.2.2 Disclaimer

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

This request for tender contains no contractual offer of any kind. Any submission will be regarded as an offer

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

1.3 Compliant Tenders

1. If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
 - a) seeking written clarification from the Tenderer;
 - b) seeking further information from the Tenderer; or
 - c) waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.
2. Tenderers are required:
 - a) To submit all documentation which this CFT requires to be submitted with their Tender;
 - b) To follow the format of this CFT and respond to each element in the order as set out in this CFT;
 - c) To conform to and comply with all instructions and requirements set out in this CFT;
 - d) To complete the Appendix 2 included in the Response Document.
3. Failure to comply with the clauses under this section will render the Tender non-compliant and it will be rejected.

1.4 Acceptance of Terms & Provisions of this CFT

1. Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Appendix 2 in the Response Document.
2. **Each Tenderer is required to accept the provisions of this CFT. 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.

1.5 Consortia and Prime/Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit Tender in response to this CFT, 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").

1.6 Tender Submission Details

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

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

3. Tenders must be received not later than the “Tender Deadline. Tenders that are received late WILL NOT be considered in this Competition.
4. Tenders must be submitted in English.
5. 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 CFT.
6. All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

1.7 Queries & Clarifications

1. All queries relating to any aspect of this Competition or of this CFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than the date and time specified above 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.
2. All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
3. The Contracting Authority reserves the right to issue or seek written clarifications.
4. The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
5. Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

1.8 Pricing

1. All Tenderers must complete the Pricing Schedule in Appendix 1 of the CFT response document.
2. All prices quoted must be all-inclusive (i.e. including but not being limited to ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) and amounts where applicable must be indicated separately.
3. Tenderers must confirm that all prices quoted in the Tender will remain valid for 90 days commencing from the Tender Deadline.
4. Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
5. Payments for Services provided pursuant to this CFT shall be subject to and made in accordance with the agreed Services Contract.

1.9 Environmental, Social and Labour Law

1. In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
2. Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
3. The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same

or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

1.10 Publicity

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

1.11 Registrable 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.

1.12 Anti-Competitive Conduct

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

1.13 Canvassing

No canvassing is permissible during the tender process.

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

1.14 Industry Terms used in this CFT

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

1.15 Freedom of Information

1. Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
2. Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

1.16 Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

1.17 Conflicts of Interest

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

1.18 Withdrawal from this Competition

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

1.19 Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million
Public Liability	€6.5 million
Product Liability	€0.375 million
Professional Indemnity	n/a

By signing the Tenderer's Statement at Appendix 2, Tenderers confirm that, if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified above, and the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

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

2 Selection and Award Criteria

2.1 Compliant Tenders

Only those Tenderers that have;

1. Submitted all of the required documentation as set out at the beginning of this document and in the format specified in Tender Response Document.
2. Completed Appendix 2 of the Response Document– Tenderers Statement
3. Declared by way of Appendix 3 (Response Document) Declaration of Bona Fides that either:
 - a. no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - b. That they satisfy the selection criteria for this Competition as set out below (the “Pre- qualification Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 2.3 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 2.2 below it must ensure that each such entity:

- completes and submits a separate Appendix 2 and Appendix 3 in respect of each such entity, and
- when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

- a Declaration in the form attached at Appendix 3 in the Response Document;
- evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified in this document.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this CFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this CFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this CFT.

2.2 Pre-qualification Selection Criteria

2.2.1 Selection Criteria

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

Pre-qualification Selection Criteria	Marking	Rules
Tax clearance	Pass/Fail	Must be provided
Minimum turnover requirement	Pass/Fail	Must meet threshold
Details of relevant insurances	Pass/Fail	Must meet threshold
Two to Three relevant case studies	Pass/Fail	Must be provided
Appendix 1– Pricing	Pass/Fail	Must be provided
Appendix 2– Tenderers Statement	Pass/Fail	Must be provided
Appendix 3 - Statement of bona fides	Pass/Fail	Must be provided

2.2.1.1 Tax, Economic and Financial Standing & Insurances

Tenderers and any/all members of a consortium must they satisfy the fit and proper declarations in this section. They must also agree to support the promotion and recruitment of the training programmes commissioned under this framework. Further to this, they must comply with the following requirements.

1. Tenderers and any/all members of a consortium must have a current Tax Clearance Certificate and must provide evidence to this effect on contract award.
2. Tenderers must be compliant with their social security and legal obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence that they have adequate business insurance policies in place.
4. Tenderers (on a solo or cumulative basis) meet the minimum turnover requirement of twice the stated value of the contract that they are bidding for.
5. 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.

2.2.1.2 Relevant Case Studies

Tenderers must demonstrate that they have previously successfully delivered services of a comparable scale and nature. Please provide details of two to three reference assignments in the attached Case Studies / References Contract Template.

2.3 Award Criteria

The Service Contracts will be awarded on the basis of the most economically advantageous tender(s) (MEAT) as identified in accordance with the following criteria:

Award criteria	Marks	Maximum % of Marks available
Completeness of documentation as specified in this CFT	50	5%
Understanding of the needs and the project as a whole including learner needs and consideration.	50	5%
Proposed programme including curriculum design, module structure, learning outcomes, assessment strategy, work-based learning opportunities, and evidence of alignment with the leadership, governance and regulatory requirements of the Irish nursing home sector. Please highlight the contemporary pedagogical approaches to the programme design, delivery and assessment.	500	50%
Sectoral and specialist knowledge, experience and capacity of the organisation and programme team to deliver on the contract.	100	10%
Value for Money delivery cost per individual place and any group or whole programme rates. Please state if this rate applies to candidates from outside of the EU (working in Ireland).	300	30%

Marks for the Proposed Pricing above, will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate Under Evaluation}} \times \text{Maximum number of marks available}$$

Marks for all other criteria will be allocated as follows:

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

2.4 Award of Multiple Services Contracts

The Contracting Authority intends to award a Services Contract to every Tenderer that (a) is not subject to any Exclusion Ground under Regulation 57 of the Regulations, (b) satisfies all Pre-qualification Selection Criteria at paragraph 2.2 above, and (c) achieves an overall score of at least 70% of the total marks available under the Award Criteria above. There is no fixed limit on the number of Tenderers that may be awarded a Services Contract under this Competition. All successful Tenderers will deliver the same programme in parallel, in accordance with the terms of their respective Services Contracts.

Schedule 1: Requirements

About LHP Skillnet

Established in January 2008, Leading Healthcare Providers (LHP) Skillnet is a not-for-profit Learning Network co-funded by Skillnet Ireland and our member companies. Skillnet Ireland is funded from the National Training Fund through the Department of Further and Higher Education, Research, Innovation and Science. Of the 68+ Skillnet Ireland Learning Networks, we are the only Network dedicated exclusively to supporting the private healthcare sector. We do this through the provision of high-quality, sector-led, subsidised training, education, research, and programme design and development. In 2024, LHP Skillnet was contracted by the Department of Health to manage the rollout of post-graduate education in Gerontological Nursing (DiGNI) to all nursing homes in the private sector. This initiative in collaboration with 4 HEI's saw 398 learners within private nursing homes complete a post graduate diploma in Gerontological Nursing over a period of 2 years.

Project Overview

There is a well-documented and growing need for advanced governance and leadership education within the nursing home sector in Ireland. Evidence from regulatory bodies, national reviews, and sectoral reports consistently demonstrates a strong relationship between effective governance and the quality and safety of resident care.

The Health Information and Quality Authority (HIQA), in its report *15 Years of Regulating Nursing Homes 2009–2024*, noted that there is a “consistent relationship between regulatory compliance and good governance and management,” and that stronger governance arrangements are directly associated with improved resident experiences and safer care delivery.

This project responds to the increasing complexity of residential care for older persons in Ireland and the growing regulatory, operational, and ethical responsibilities placed on nursing home leadership teams. Nursing homes operate within a highly regulated environment where leaders are expected to demonstrate excellence in clinical governance, quality assurance, safeguarding, risk management, workforce leadership, regulatory compliance, and person-centred care delivery. The role of the DON/PIC has evolved significantly in recent years, requiring advanced competencies in strategic leadership, organisational governance, data-informed decision-making, and quality improvement.

This Call for Tender therefore addresses a significant national and sectoral skills gap by providing specialised post graduate education tailored to the realities of nursing home leadership in Ireland. Ultimately, the initiative aims to strengthen leadership capability across the nursing home sector, improve governance standards, enhance regulatory readiness, and contribute to safer, higher-quality outcomes for older persons living in residential care settings.

Programme Specifics

The successful programme should demonstrate the following features and capabilities:

Academic and Programme Requirements

- Delivery of a Level 9 postgraduate programme aligned to the National Framework of Qualifications (NFQ)
- Flexible programme structure leading to a recognised award
- A possible progression route between certificate, diploma, and/or master's level awards
- Programme content specifically contextualised to the Irish residential care/nursing home sector
- Strong alignment with current HIQA regulations, governance standards, and national policy priorities
- Evidence-informed curriculum design incorporating contemporary research and best practice in healthcare governance and leadership
- Universal Design for Learning (UDL) principles and flexible delivery approaches suitable for working professionals
- Indicative Programme Content

Delivery Requirements: The programme delivery mode should consider the cohort of learners who are working professionals in a demanding sector.

Learner Support Requirements: The programme should offer dedicated academic and pastoral support, including mentoring, recognition of prior learning, and clear guidance on progression pathways, with particular support for learners returning to education after time away.

Industry and Sector Engagement: The programme should be shaped by ongoing engagement with the nursing home sector, including ongoing consultation with stakeholders, and opportunities for applied, workplace-based projects.

Outcomes and Impact: The programme should strengthen governance and leadership capability across nursing homes — building confidence and competence among DONs/PICs and senior managers, improving regulatory preparedness and resident safety, and supporting workforce sustainability and continuous improvement.

Provider Requirements: The education provider should demonstrate healthcare leadership expertise, experience with the Irish regulatory environment, strong academic governance and staffing, and the capacity to deliver nationally to a dispersed cohort.

Project Specifics

Project Specifics – Requirements of the Education Institution

- Assign a dedicated project lead to oversee programme planning, coordination, delivery, and reporting, and to liaise regularly with the designated contact within LHP Skillnet.
- Review and adapt the curriculum of an existing or proposed Level 9 postgraduate programme to ensure alignment with the programme specific requirements outlined within this tender.
- Ensure programme content is contextualised to the nursing home sector and reflects current regulatory, operational, and leadership challenges within residential care settings.
- Work collaboratively with LHP Skillnet in the scheduling and operational planning of programme delivery to support accessibility for learners employed within the sector.
- Participate as required in initiative evaluation and impact studies that will be carried out as part of this project. providing researcher with the relevant learner and programme data where appropriate.
- Adhere to all branding and promotional guidelines provided by LHP Skillnet in relation to programme materials, communications, and delivery.
- Acknowledge that learner recruitment, marketing, and participant engagement activities will be managed by LHP Skillnet, with the education provider responsible for the onboarding and learner administration processes as required.
- Provide regular progress updates and maintain effective communication with LHP Skillnet throughout the duration of the project.
- Ensure appropriate academic governance, quality assurance, and learner support structures are in place for the duration of programme delivery.
- Demonstrate the capacity and resources required to deliver the programme within agreed timelines and to a high academic and professional standard.

Project Schedule

Programmes should be available to commence from January 2027, with capacity to support delivery through 2028. Providers should indicate the maximum number of cohorts they can deliver annually during 2027 and 2028, together with proposed commencement dates and maximum learner numbers per cohort

Format of the Proposal / Response

Please use the accompanying response document.